

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY



PERFORMANCE AGREEMENT: 2022/2023

Entered into by and between

WINNIE MADIKIZELA – MANDELA LOCAL MUNICIPALITY

("the Employer ")

Represented by the Municipal Manager: Mr. L. Mahlaka

Duly authorized by the Council

AND

Mr. SL Mtshengu

["The Employee"]

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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 30 November 2027, 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 **Sinothando Lawrence Mtshengu**, the Senior Manager: Community Services, and **Luvuyo Mahlaka**, the Municipal Manager. It is for the 2022/2023 financial year only. The expected performance reflected in this contract is based on the Council approved Integrated Development Plan 2022 to 2027 and the 2022/2023 Service Delivery and Budget Implementation Plan. The two afore-mentioned documents have been adopted as the working documents of Winnie Madikizela - Mandela Local Municipality and therefore, shall be the basis of performance assessment.

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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 December 2022, 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.

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

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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 affected 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 2022/2023 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.

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 of the performance criteria and indicators as specified in the PA and Performance Plan.					

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		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.

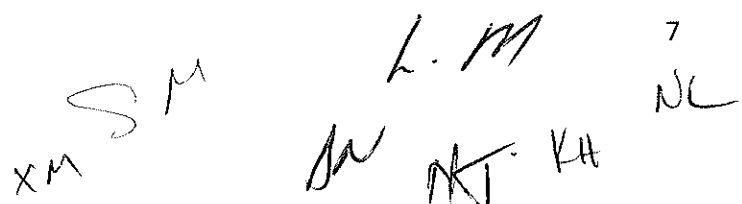
The second performance bonus (cash rewards) payment band ranges between 10% and 14% of the all-inclusive remuneration package, as follows:

- 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;
 - 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.

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 December 2022 and will expire on the 30th of June 2023. The parties will conclude a new performance agreement that replaces this Agreement by not later than 31 July 2023. 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.

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.

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12. JURISDICTION

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

13. WHOLE AGREEMENT

The parties to this contract agree that this contract constitutes the whole agreement and arrangement for the performance of the Senior Manager: Community Services with effect from 01 December 2022.

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

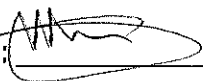
ANNEXURE B: PERSONAL DEVELOPMENT PLAN

APPENDIX 1: COMMITMENT OF MANAGEMENT TEAM

APPENDIX 2: OBLIGATIONS OF THE EMPLOYER


SIGNED at MBIZAMA this 26 day of JANUARY 2023

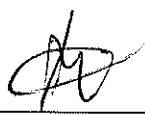
SENIOR MANAGER: COMMUNITY SERVICES

Signature: 

Name Printed: SINOTHANDA C. MPHHALELE

WITNESSES

1. Signature:  Name Printed: KALIPA HINTSA

2. Signature:  Name Printed: XOLISILE MBOKOTHO

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FOR AND ON BEHALF OF WINNIE MADIKIZELA – MANDELA LOCAL MUNICIPALITY

MUNICIPAL MANAGER

Signature: _____

Name Printed: _____

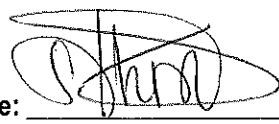


LUVUYO MTHLANA

WITNESSES

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Signature: _____

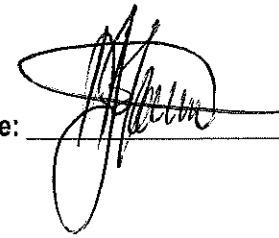


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ANNEXURE "A"

PERFORMANCE PLAN

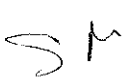



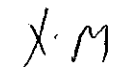

14. KEY PERFORMANCE AREAS (KPAS) FOR 2022/2023

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 2023	14.1.1	7	8.75%	a. Number of beneficiaries receiving free grid subsidy & receiving FBAE	Monthly	Compliance with Indigent policy	5500 households that claimed grid electricity subsidy.	R8 800 000	12 months reports and invoices
							5150 of households that claimed solar electricity.		
				b) Reviewed and adopted credible indigent register			1 reviewed credible indigent register;	R647 300.00	12 Monthly reports, Adopted credible indigent register & Council resolution.
				c) Number of indigent awareness campaigns conducted.	30/06/2023		4 Indigent awareness		

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					Quarterly	d) Number of beneficiaries qualifying for free refuse removal.	Daily	campaigns conducted. Provided 730 qualifying beneficiaries with free refuse removal	R647 300.00	Awareness campaigns reports & 4 attendance registers. 12 Monthly reports
To establish a uniform approach in monitoring disaster risks by June 2023	14.1.2	4	10%		Monthly	a) Assessed & responded to reported & recorded disaster incidences within 72 hours	Disaster management Act	Respond within 72 hours from the time each incident has been reported and recorded. 4 Disaster Awareness campaigns and 2 Social Services Awareness Campaign	R706 500	Disaster incidences register
					Quarterly	b) Number of disaster & social services awareness campaigns conducted.		1 reviewed Disaster management Plan	R480 500	Awareness campaign report & attendance registers
					30/06/2023	c) Number of Council adopted documents			R500 000	Appointment letter. Monthly reports and Council Resolution on the Adopted Disaster Risk Management Plan

					d) Number of Disaster Bakkies purchased	30/06/2023		1 Disaster Bakkie purchased by June 2023	R700 000	Appointment letter/order and Delivery note.
To provide sustainable services of municipal facilities to the communities by June 2027	14.1.3	6	7.5%		Number of municipal facilities operated, managed & equipped Number of recreational facilities fenced	Quarterly	Compliance with NEMA standards	Operated, maintained and equipped 36 Municipal facilities 2 recreational facilities fenced by June 2023	R25 0000 R1 020 000.00	12 Monthly checklists and 12 Progress certificates Appointment letter & Progress/Completion certificate
To facilitate provision of library services to Mbizana Community by June 2023	14.1.4	5	6.25%		Number of library awareness campaigns conducted Number of periodicals supplied Number of Libraries maintained and equipped	Quarterly Monthly 30/06/2023	SAC LDA NCLIA CRA	8 awareness campaigns 3000 Periodicals supplied. 2 libraries maintained and 2 libraries equipped	R4 431 00 R100000 R155 000	8 Awareness reports & 8 Attendance registers Appointment letter and supply of periodicals register Appointment letter/order & Progress/completion certificate

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To ensure conservation and management of natural resources for sustainable use by June 2023.	14.1.5	7	8.75%		Number of environmental awareness campaigns conducted	Quarterly	NEMA	4 environmental awareness campaigns conducted	R320 400.00	4 Awareness reports & 4 attendance registers
					Reviewed and adopted 1 Climate Change Strategy	30/06/2023		Reviewed and adopted 1 Climate Change Strategy	R350 000.00	Monthly monitoring reports, progression/Completion certificates and Council resolution.
					Number of pilot blue flag beaches applied for and provision of beach material	30/06/2023		Application for 1 Pilot blue flag beach and Provided Beach Material	R147 950.00	Application for blue flag beach, confirmation of recipient of water samples, Appointment letter & delivery notes
					Number of Council documents adopted			1 Adopted Climate change strategy	R421000.00	Adopted Climate change strategy & Council Resolution and Reports
					Number of established coastal committee and Coastal Committee meetings conducted	30/06/2023		1 Established coastal committee and 3 Coastal Committee meetings conducted	R0	4 Attendance Registers and 4 Reports

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To provide sustainable services of Parks, Cemeteries and municipal facilities					Quarterly		Number of grass cutting machines and accessories purchased and number of maintained garden power tools	Quarterly		Purchased 5 grass cutting machines with accessories and 30 maintained garden power tools by June 2023	R3 37 500.00	2 Appointment letters, delivery note, completion certificate.
					Quarterly		Number of cemeteries, nurseries, parks and municipal facilities maintained.	Quarterly	NEMA	Maintained 1 Cemetery, 2 nurseries, 1 Park and Municipal facilities by June 2023	R303 510.00	12 Monthly Checklists, 12 monthly reports, delivery notes/ progress / completion certificate.
					Monthly	10%	Number of routine rehabilitations of EXT3 dumping site Reviewed ext. 3 dumping site financial projection report	Monthly 30/06/2023	NEMA EPWP Policy	12 routine rehabilitation of EXT 3 dumping site & review of extension 3 dumping site financial projections & rehabilitation plan. 1 Majazi landfill site constructed by June 2023	R1 500 000.00 R300 000.00	Monthly monitoring reports Appointment letter & progress/ Completion certificates. Appointment letter & 1 approved reviewed financial projections.
To collect, manage and dispose waste in an acceptable and responsible manner by June 2023.	14.1.6	7					Number of landfill sites constructed	30/06/2023			R8 075 000.00	Appointment letters and Progress / completion certificate.

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					Attend to 250 reported and recorded environmental threatening obstacles.	R420 000.00	12 Monthly monitoring report and 12 progress/completion certificates
				Monthly	Number of reported & recorded environmental threatening obstacles attended		
				Annually	Number of employees and households receiving resources and number of waste receptacles installed	R1 710 640.00	Complaints register and progress certificates
				Quarterly	Number of waste awareness campaigns conducted and Number of waste management committee meetings conducted.		Awareness reports & Attendance registers and progress certificates
				30/06/2023		R339 398.00	

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					30/06/2023	Number of employees receiving protective clothing.	1 refuse bakkie purchased	15 rural areas provided for waste management services	R500 000.00	Appointment letter, issue register and delivery note
					30/06/2023	Number of bakkies purchased	30 skip bins serviced and 15 skip bins purchased.	1 Appointment letter and delivery note.	R700 000.00	1 Appointment letter and delivery note.
					30/06/2023	Number of rural areas provided for waste management services	Purchase 1 Change-room container.	Monthly monitoring reports.	R1 242 000.00	Monthly monitoring reports.
					30/06/2023	Number of skip bins serviced and skip beans purchased.		Monthly monitoring reports	R1 050 995.00	Monthly monitoring reports
					30/06/2023	Number of change-room containers purchased.		Appointment letter and delivery notes.	R420 000.00	Appointment letter and delivery notes.

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To ensure safety and security Municipal key points, assets and resources are safe by June 2023.	14.1.7	5	8.25%	Number of security personnel to safeguard Municipal sites.	Monthly	NSA	48 Security Personnel to safeguard 15 municipal sites.	R8 300 000.00	Signed SLA & Attendance register, Monthly monitoring reports
				Number of CCTV cameras installed	30/06/2023		15 CCTV cameras installed by June 2023	R170 000.00	Appointment letter & Completion Certificate
				Number of gloves, firearms, firearms cleaning kit, alcohol breatherisers and tyre measuring tools purchased.	30/06/2023		Purchased 10 glove 19 firearms, 50 firearms cleaning kit, 04 alcohol breatherisers and 15 tyre measuring tools by June 2023	R170 000.00	Appointment letter and Delivery Note
				% of maintenances done for robots, CCTV cameras and calibration of machine	30/06/2023		100% Maintained robots and CCTV cameras twice a year and calibrated machine once a year.	R500 000.00	Appointment letter and delivery Note

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					Purchased 1000 feed bales, 50kgx700 bags concentrates, 50kgx200 crushed maize, 60 licks, 40kg x 150Pellets, 50kg x 200 salt, 100 litres of remedies and consumables by June 2023	R400 000.00	Completion Certificate and Delivery note
					1 Upgraded and Maintained animal pound by June 2023	R149 000.00	Appointment letter and completion certificate

To facilitate implementation of MIG Funded Projects over the MTEF allocation period currently ending 2023.	14.1.10	3	2.25%	a. % use of MIG Funds. b. % of projects awarded.	30/06/2023 30/06/2023	MFMA DORA	95% 95%	R44 443 185.00	<ul style="list-style-type: none"> Records of projects funds used. Service delivery reports.
To ensure reliable provision of electricity to the rural community of Bizana by June 2023	14.1.11	2	2%	a. Number of households connected with electricity. b. Number of LV lines and poles replaced	30/06/2023	INEP	Connected and energized 385 households in Xhobeni. Connected and energized 180 households in Lower Etheridge. Connected and energized 220 households in Msarhweni. Connected and energized 300 households in Zizithyaneni.	R14 340 000.00	<ul style="list-style-type: none"> Completion Certificates. Progress Reports.

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To routinely rehabilitate gravel access roads by June 2023	14.1.12	3	2%	Number of kilometers of gravel access roads maintained	30/06/2023	MFMA DORA	87 kms of gravel access roads maintained.	R 38 090 110,00	<ul style="list-style-type: none"> Signed Completion Certificate by Senior Manager
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14.2 MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION

OBJECTIVES	OBJECTIVE E NUMBER	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			Financial Implications	MEANS OF VERIFICATION
					TIME	QUALITY	QUANTITY		
14.2.1 To intergrade institutional development with organisational structure and workforce principles by June 2023	14.2.1	3	3,75%	a. Number of signed job descriptions submitted to the DJEC, Number of jobs in the org structure maintained.	30/06/2023	LRA	Draft 35 job descriptions and submit to the DJEC by June 2023.	N/A	<ul style="list-style-type: none"> Signed job descriptions.
14.2.2 Providing comprehensive education, training and human resource development by June 2023	14.2.2	2	2,5%	a. Number of employees and councilors provided with training.	30/06/2023	LRA; Skills Development Act	Facilitated training for 60 councilors and 8 municipal officials by June 2023	R345 000.00	<ul style="list-style-type: none"> Concept document, attendance register and certificates.

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14.3 LOCAL ECONOMIC DEVELOPMENT (LED)

OBJECTIVES	OBJECTIVE NUMBER	WEIGHTING	RATING [CALCULATED OR 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 2022	14.3.2	2	2.5%	a. Number of life guards contracted and number of Mzamba towers provided Maintained Visitor Information Centre.	30 June 2023.	NEMA	15 life guards contracted and provided 1 Mzamba tower by June 2023	R 1000 000.00	<ul style="list-style-type: none"> Attendance Registers, Signed Terms of Reference and Reports.
To promote enterprise development to contribute 10% by June 2023.	14.3.3	2	2.5%	a. Number of SMMEs Supported & capacitated. b. Number of Supported & Capacitated Incubates	30 June 2023		20 Supported & Capacitated SMMEs by June 2023 (repetitive). 20 Supported & Capacitated Incubates by June 2023.	R 3 956 503.20	<ul style="list-style-type: none"> Delivery note and Distribution register. Attendance Registers and Reports.

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14.4 MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT

OBJECTIVES	OBJECTIVE NUMBER	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			Financial Implications	MEANS OF VERIFICATION
					TIME	QUALITY	QUANTITY		
To achieve 100% billing for all services that are to be billed by June 2027	14.4.1	2	3.75%	a. Improved revenue collection and generation.	Monthly	MFMA Implementation of the Revenue enhancement Strategy Action Plan by June 2023	100% of funds collected.	100%	4 Quarterly Revenue enhancement Strategy Committee minutes and attendance register.
To timely produce budgets in line with the National Treasury Guidelines by June 2023.	14.4.2	2	3.75%	a. Adjustments budget approved by 28 February 2022 and draft budget approved by 31 March 2022; final budget approved 31 May 2022.	29/02/2022 30/03/2022 31/05/2022	MFMA	3 Approved budgets by June 2023	N/A	• Council resolutions.
To compile AFS that comply with all requirements by June 2023.	14.4.3	2	2.5%	a. AGSA acknowledgement letter. b. Clean Audit Report. c. Report from Treasury indicating mSCOA compliance status	30/06/2023 30/06/2023 30/06/2023	MFMA	1 Letter.1 Audit report.1 MSCO Report.	N/A	• Council resolutions. • Clean Audit Report • Report on the implementation of mSCOA

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14.5 GOOD GOVERNANCE AND PUBLIC PARTICIPATION

OBJECTIVES	OBJECTIVE NUMBER	WEIGHTING G	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			Financial Implications	MEANS OF VERIFICATION
					TIME	QUALITY	QUANTITY		
To ensure development of credible IDP aligned with PMS by June 2023.	14.5.1	2	4.5%	a) Council resolution on adoption of the IDP Review for 2022/2023. b) Number of quarterly performance reports submitted to council and its structures for consideration	Yearly 30/06/2023 Quarterly	MSA	1 IDP document 4 PMS reports.	NA	Council resolution adopting the IDP & PMS reports
To ensure coordinated public participation programmes by June 2023	14.5.2	2	2.5%	a. Number of war room community meetings held and attended	30/06/2023	MSA	2 war room community meetings.	N/A	Records of war room community meetings.
TOTAL		80	100%						

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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)

OBJECTIVES	OBJECTIVE NUMBER	WEIGHTING G	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			Financial Implications	MEANS OF VERIFICATION
					TIME	QUALITY	QUANTITY		
15.1 Financial Management: To achieve 100% billing for all services that are to be billed by June 2027	15.1.1	4	20%	a. Monetary value added to the Municipality. b. % Improvement in the reduction of Municipal expenditure.	Daily Monthly Quarterly Yearly	MFMA	R8 347 240.00 to be collected. 5% Improvement in revenue collection and expenditure	R8 347 240.00	<ul style="list-style-type: none"> Receipts Monthly reports Expenditure records

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OBJECTIVES	OBJECTIVE NUMBER	WEIGHTING	RATING CALCULATOR	KPI's	TARGETS			Financial Implications	MEANS OF VERIFICATION
					TIME	QUALITY	QUANTITY		
15.2 People Management and Empowerment: Providing comprehensive education, training and human resource development by June 2027	15.2.1	4	20%	a. Number of trainees mentored. b. Number of staff meetings held.	Monthly Quarterly	LRA	2 2	N/A	<ul style="list-style-type: none"> • Training reports • Minutes of meetings • Register of staff meetings held.
15.3 Client Orientation and Customer Focus: To minimize customer care related complaints and create a customer friendly environment by June 2027	15.3.1	3	15%	a. Attending to complaints within 72 hrs. b. % Reduction of duration of response to Customer complaints.	30/06/2023 30/06/2023	Customer care policy. MFMA	90% 90%	N/A	<ul style="list-style-type: none"> • Complaints register. • Complaints Response registers.
15.4 Change management: To pay creditors within 30 days in compliance with the MFMA by June 2027	15.4.1	2	10%	a. % Implementation of cost-containment policy.	30/06/2022	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:	15.5.1	4	20%	a. Number of projects recommended.	Monthly	MFMA, SCM regulations	5	100%	<ul style="list-style-type: none"> • Bid committee reports.

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OBJECTIVES	OBJECTIVE NUMBER	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			Financial Implications	MEANS VERIFICATION	OF
					TIME	QUALITY	QUANTITY			
To have fully capacitated Supply Chain Management Personnel and effective procurement system by June 2027				b. % Number of suppliers paid.		and SCM policy Procurement policy.	100%		<ul style="list-style-type: none"> Purchase orders signed and Payment invoices paid. 	
15.6 Accountability and ethical conduct 15.7 To implement and sustain a functional and effective Performance Management System (PMS) by June 2027	15.6.1	3	15%	a. PMS Accountability Reports submitted. b. % of good ethical conduct.	Quarterly Yearly	MFMA King Report 3.	12; 4; 2; 1 100%	N/A	<ul style="list-style-type: none"> PMS Management reports. Audits reports. 	
TOTAL		20	100							

NB: All performance requirements have a deadline of 30 June 2023, unless stated otherwise in the requirements

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ANNEXURE "B"

PERSONAL DEVELOPMENT PLAN

NAME: Sinothando Lawrence Mtshengu

JOB TITLE: Senior Manager: Community Services

EMPLOYER: WINNIE MADIKIZELA - MANDELA LOCAL MUNICIPALITY

FINANCIAL YEAR: 2022/2023

Competency area to be addressed	Proposed actions	Responsibility	Time-frame	Expected outcome
1. Contract Management Program	Receive appropriate broader knowledge on contract management	Senior manager Corporate Services and Municipal Manager.	By 30 June 2023	Achieving advance knowledge in contract management and program management.

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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), Ms Lungelwa Mhlembana

(Manager: Social and Indigent Support Service) Mr. Dalikhaya Luphoko (Manager: Protection Services), hereby make this commitment to support the Senior Manager, Sinothando Lawrence Mtshengu, 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



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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 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.

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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.
 - 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

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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.

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.

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.

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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:

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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