



2021/2022 PERFORMANCE AGREEMENT

Made and entered into by and between

ABAQULUSI LOCAL MUNICIPALITY
(Employer)

(Herein represented by **MR. MNCEDISI CYRIL MAPHISA**
(ID No. 900128 5304 084)
in his/her capacity as)

Acting Mayor

and

MR. BONGINKOSI EVERT NTANZI
(ID No. 611011 554 7086)
(Employee)

(Hereinafter referred as the)

Municipal Manager

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PERFORMANCE AGREEMENT

ENTERED INTO AND BETWEEN:

The Municipality of ABAQULUSI herein represent by

MNCEDISI CYRIL MAPHISA (full name) in his capacity as

ACTING MAYOR hereinafter referred to as the Employer or Reporting

Officer) and BONKOSI EVERT NTANZI (full name) Employee of the

Municipality of ABAQULUSI (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee in terms of section 57(1) (a) of the Local Government: Municipal Systems Acts 32 of 2000 ("the System Act"). The Employer and the Employee are hereinafter referred to as "the Parties".
- 1.2 Section 57(1) (b) of the Systems Act, read with the Contract of Employment concluded between the parties to conclude an annual performance Agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The Purpose of this Agreement is to -

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- 2.1 Comply with the provisions of Section 57(1)(b), 4(A), (4B) and (5) of the Systems Acts as well as the Contract of Employment entered into between the parties;
- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for permanent employment and /or to assess whether the Employee has met the performance expectations applicable to his/her job;
- 2.6 Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the 1ST OF JULY 2021 (date) and will remain in
- 3.2 force until 30 JUNE 2022 (date) where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.3 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.4 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.

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3.5 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.

3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. PERFORMANCE OBJECTIVES

4.1 The Performance Plan (Annexure A) sets out-

4.1.1 The performance objectives and targets that must be met the Employee; and

4.1.2 The time frames within which those performance objectives and targets must be met.

4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weighting

4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.

4.4 The Employee's performance will, in addition, be measured in Terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

5.1 The Employee agrees to participate in the Performance Management System that the Employer adopts or introduces for the Employer, management, and municipal staff of the Employer.

5.2 The Employee accepts that the purpose of the Performance Management System will be to provide a comprehensive system with specific performance standards to assist the Employer, management, and municipal staff to perform to the standards required.

5.3 The Employer will consult the Employee about the specific performance standard that will be included in the Performance Management System as applicable to the Employee.

6. THE EMPLOYEE AGREES TO PARTICIPATE IN THE PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM THAT THE EMPLOYER ADOPTS

6.1 The Employee undertakes to actively focus towards the promotion and implementation of KPA's (including special projects relevant to the employee's responsibilities) within the local government framework.

6.2 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

6.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's), Leading competencies and Core Competencies respectively.

6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

6.2.3 KPA's covering the main areas of work will account for 80% and Competencies will account 20% of the final assessment.

6.3 The Employee's assessment will be based on his/her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

KEY PERFORMANCE AREAS (KPA'S)	WEIGHTING
Basic Service Delivery & Infrastructure Development	10%
Municipal Transformation & Institutional Development	20%
Financial Viability & Management	20%
Good Governance and Community Participation	40%
Cross Cutting Interventions	10%
Total	100%

6.4 The Competencies will make the other 20% of the Employee's assessment score.

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6.5 COMPETENCY FRAMEWORK

LEADING COMPETENCIES		WEIGHT %
1. Strategic Direction and Leadership		10
2. People Management		10
3. Programme and Project Management		10
4. Financial Management		10
5. Change Leadership		10
6. Governance Leadership		10
CORE COMPETENCIES		WEIGHT %
1. Moral competence		5
2. Planning and Organising		10
3. Analysis and Innovation		5
4. Knowledge and Information Management		5
5. Communication		5
6. Result and Quality Focus		10
TOTAL		100%

7. EVALUATING PERFORMANCE

7.1 The Performance Plan (Annexure A) to this Agreement sets out-

7.1.1 The standards and procedures for evaluating Employee's performance; and

7.1.2 The intervals for the evaluation of the Employee's performance.

7.2 Despite the establishment of intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.

7.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.

7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

7.5 The annual performance appraisal will involve:

- 7.5.1 Assessment of the achievement of results as outlined in the performance plan:
- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
 - (b) An indicative rating on the five-point scale should be provided for each KPA.
 - (c) The applicable assessment rating calculator (refer to Paragraph 7.5.3 below) must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the Competencies

- (a) Each Competency should be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the five-point scale should be provided for each Competency.
- (c) The applicable assessment rating calculator (refer to Paragraph 7.5.1) must then be used to add the scores and calculate a final Competency score.

7.5.3 Overall Rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcomes of the performance appraisal.

7.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's, and Competencies

LEVEL	TERMINOLOGY	DESCRIPTION	RATING
4	Superior	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods	5
3	Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses	4
2	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses	3
1	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention	1-2

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7.7 For purpose of evaluating the performance of the Municipal Manager, an evaluation panel constituted by the following persons will be established-

7.7.1 Mayor

7.7.2 Chairperson of the performance audit committee or the audit committee in the absence of performance audit committee;

7.7.3 Member of the executive committee

7.7.4 Mayor and/or municipal manager from another municipality; and

7.7.5 Member of a ward committee as nominated by the Mayor.

8. SCHEDULE FOR PERFORMANCE REVIEWS

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

First quarter	: July – September	October 2021
Second quarter	: October – December	January 2022
Third quarter	: January – March	April 2022
Fourth quarter	: April – June	August 2022

8.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.

8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.

8.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure 'A' from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

8.5 The Employer may amend the provisions of Annexure A whenever the Performance Management System is adopted, implemented, and /or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

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9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing development gaps is number 7 on the Performance Plan.

10. OBLIGATIONS OF THE EMPLOYER

10.1 The Employer shall:

- 10.1.1 Create an enabling environment to facilitate effective performance by the Employee;
- 10.1.2 Provide access to skills development and capacity building opportunities;
- 10.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 10.1.4 On the request of the Employee delegates such powers reasonably required by the Employee to enable him/ her to meet the performance objectives and targets established in term of this Agreement; and
- 10.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this Agreement.

11. CONSULTATION

11.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others-

- 11.1.1 A direct effect on the performance of any of the Employee's functions;
- 11.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and
- 11.1.3 A substantial financial effect on the Employer.

11.2 The employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

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12 MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2 A performance bonus of 5% to 14% of inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.
- 12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of least twelve months (12) service at current remuneration package 30 June (end of financial year) subject to a fully effective assessment.
- 12.4 In the case of unacceptable performance, the Employer shall-
- 12.4.1 Provide systematic remedial of development support to assist the Employee to improve his or her performance; and
- 12.4.2 After appropriate performance and counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

13 DISPUTE RESOLUTION

- 13.1 Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –
- 13.1.1 The MEC for Local Government and the Province within thirty (30) days of receipt of a formal dispute from the Employee; or
- 13.1.2 Any other person appointed by the MEC.
- 13.1.3 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.


14. GENERAL


- 14.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be available to the public by the Employer.
- 14.2 Nothing in this agreement diminishes the obligations, duties, or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.
- 14.3 No performance bonus will be paid in terms of this agreement irrespective the outcome of performance evaluations results if unauthorised, irregular, fruitless and wasteful (UIFW) expenditure has been incurred in the financial year
- 14.4 No performance bonus will be paid in terms of this agreement irrespective of the outcome of performance evaluations results in the event that the municipality does not obtain an unqualified audit opinion from the Auditor General in respect of the relevant financial year.
- 14.5 No performance bonus will be paid in terms of this agreement irrespective of the outcome of performance evaluations results in the event that the evidence is not provided or errors not corrected or as a result of poor record keeping which may lead to findings (on compliance or pre-determined objectives) which will prevent the attainment of unqualified audit opinion

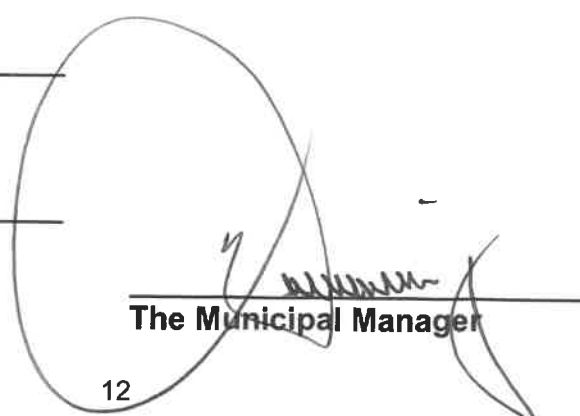
Thus, done and signed at Vryheid..... on this the 28 day of June..... (Month)

2021..... (Year)

AS WITNESSES:

1.  _____

2.  _____

 _____
The Municipal Manager

AS WITNESSES:

1.  _____

2.  _____



Acting Mayor

**ABAQULUSI LOCAL MUNICIPALITY
KZN 263**

PERFORMANCE PLAN

MUNICIPAL MANAGER

01 July 2021 - 30 JUNE 2022

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The annual management review on Key Performance Areas (KPA), LEADING COMPETENCIES (LC) and Core Competencies (CC) agreed to in each manager performance agreement must be completed.

The annual performance appraisal involves the assessment of the achievement of results of the KPA's, LC's and CC's in accordance with the five-point scale of (1-5).

DETAILS OF SENIOR MANAGER	
PERIOD UNDER REVIEW	2021/2022
SURNAME	NTANZI
NAME	BONGA EVERT
DEPARTMENT	EXECUTIVE
RACE	SOUTH AFRICAN
GENDER	MALE
EMPLOYER NO.	S021714
DATE OF APPOINTMENT	19 AUGUST 2017

This plan defines the Council's expectations of the Municipal Manager in accordance with the performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act which provides that performance objectives and targets must be based on the key performance indicators set out from time to time in the Municipality's Integrated Development Plan and other related documents.

There are 8 parts to this plan:

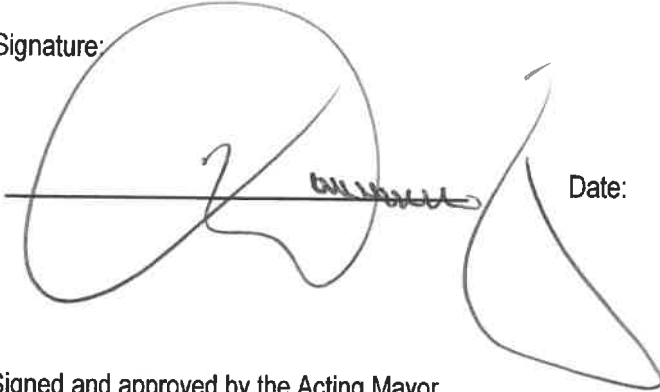
1. A statement about the purpose of the position.
2. Scorecard detailing key objectives and their related performance indicators, weightings and target dates
3. Information about the knowledge, skills and behaviours required to perform the job
4. Performance review procedure
5. Consolidated score sheet
6. Link to reward
7. Personal Development Plan
8. Performance Plan Control Sheet

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The period of this plan is from July 1, 2021 to June 30, 2022

Signed and accepted by the Municipal Manager

Signature:



Date:

28/06/2021

Signed and approved by the Acting Mayor

Signature:



Date:

08/07/2021

1. PURPOSE:

The performance plan defines the Council's expectations of the Municipal Manager's performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

2. SCORECARD

SDBIP Ref No.	Focus Area	Development Objectives	IDP Ref. No	Budget	Funding Source	Key Perf. Indicator	Unit of Measure	Baseline	Annual Target	Quarterly Targets				Res. Sec/ Dept.	Portfolio of Evidence (PoE)
										Q 1 Target	Q 2 Target	Q 3 Target	Q 4 Target		
<p>Key Performance Area: Basic Service Delivery & Infrastructure Development Back to Basics Pillar: Delivering basic services Municipal Goal: To reduce levels of infrastructure backlogs by providing Basic Services, Facilities and maintaining existing infrastructure.</p>															
13	Sanitation	Expand Sanitation accessibility in various wards by 2022.	4	N/A	N/A	Number of households with access to basic level of sanitation by 30 June 2022	Number	18900	18900 households with access to basic level of sanitation by 30 June 2022	18900 households with access to basic level of sanitation by 31 Dec 2021	18900 households with access to basic level of sanitation by 31 March 2022	18900 households with access to basic level of sanitation by 30 June 2022	18900 households with access to basic level of sanitation by 30 June 2022	Technical Services	Billing report
14	Water	Expand water accessibility in various wards by 2022.	6	N/A	N/A	Number of households with access to basic level of water by 30 June 2022	Number	18900	18900 households with access to basic level of water by 30 June 2022	18900 households with access to basic level of water by 31 Dec 2021	18900 households with access to basic level of water by 31 March 2022	18900 households with access to basic level of water by 30 June 2022	18900 households with access to basic level of water by 30 June 2022	Technical Services	Billing report
15	Electricity	Expand electrical accessibility in various wards by 2022.	8	R1 619 213	INEP	Number of new households with access to electricity by 30 June 2022	Number	452	72(seventy - two) households with access to electricity by 30 June 2022			72(seventy - two) households with access to electricity by 30 June 2022	72(seventy - two) households with access to electricity by 30 June 2022	Technical Services	Copy of quarterly progress reports, copy of completion certificate and Close out Report

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Performance Plan 2021/22 – Municipal Manager

SDBIP Ref No.	Focus Area	Development Objectives	IDP Ref. No	Budget	Funding Source	Key Perf. Indicator	Unit of Measure	Baseline	Annual Target	Quarterly Targets				Res. Sec/ Dept.	Portfolio of Evidence (PoE)	
										Q 1 Target	Q 2 Target	Q 3 Target	Q 4 Target			
<p>Key Performance Area: Municipal Transformation and Institutional Development Back to Basics Pillar: Building Capable Local Government Institutions Municipal Goal: Empower and capacitate institutional structures and promotion of transparent cooperative governance</p>																
21	Human Resource Management	To ensure that the municipality practice sound Human Resources management by 2022.	17	N/A	N/A	Percentage of people from employment equity target groups employed in the three highest levels of management in compliance with the Municipality's approved equity plan by 30 June 2022	Percentage (%)		30% of people from employment equity target groups employed in the three highest levels of management by 30 June 2022				10% of people from employment equity target groups employed in the three highest levels of management by 31 March 2022	30% of people from employment equity target groups employed in the three highest levels of management by 30 June 2022	Corporate Services	Appointment letters
25				N/A	N/A	Date Organogram reviewed and submitted to Council for adoption	Date	24 March 2021	Organogram reviewed and submitted to Council for adoption 31 May 2022	N/A	N/A	N/A	Organogram reviewed and submitted to Corporate Service Portfolio Committee by 31 March 2022	Organogram reviewed and submitted to EXCO and Council by 31 May 2022	Corporate Services	Reviewed organogram, and Council Resolution
28				N/A	N/A	Number of Council Meetings provided with administrative support by 30 June 2022	Number	11	4(four) Council Meetings provided with administrative support by 30 June 2022	1(one) Council Meetings provided with administrative support by 30 Sep 2021	2(two) Council Meetings provided with administrative support by 31 Dec 2021	3(three) Council Meetings provided with administrative support by 31 March 2022	4(four) Council Meetings provided with administrative support by 30 June 2022	Corporate Services	Attendance Registers/ Minutes	

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N.S.M.C.


Performance Plan 2021/22 – Municipal Manager

SDBIP Ref No.	Focus Area	Development Objectives	IDP Ref. No	Budget	Funding Source	Key Perf. Indicator	Unit of Measure	Baseline	Annual Target	Quarterly Targets				Res. Sec/ Dept.	Portfolio of Evidence (PoE)
										Q1 Target	Q2 Target	Q3 Target	Q4 Target		
29				N/A	N/A	Number of EXCO Meetings provided with administrative support by 30 June 2022	Number	6	10(ten) EXCO Meetings provided with administrative support by 30 June 2022	3(three) EXCO Meetings provided with administrative support by 30 Sep 2021	5(five) EXCO Meetings provided with administrative support by 31 Dec 2021	7(seven) EXCO Meetings provided with administrative support by 31 March 2022	10(ten) EXCO Meetings provided with administrative support by 30 June 2022	Corporate Services	Attendance Registers/ Minutes
32				N/A	N/A	Date delegation register reviewed and submitted to Council for approval	Date		Delegation register reviewed and submitted to Council for approval 31 March 2022	N/A	N/A	Delegation register reviewed and submitted to Council for approval 31 March 2022	N/A	Corporate Services	Council Resolution and Reviewed delegation of powers
Financial Viability & Management: Back to Basics Pillar: Sound Financial Management Municipal Goal: Ensure sound financial management and accountability.															
40		To ensure effective expenditure control		N/A	N/A	% of Service Providers paid within 30 days	percentage (%)		100% of Service Providers paid within 30 days by 30 June 2022	100% of Service Providers paid within 30 days by 30 Sep 2021	100% of Service Providers paid within 30 days by 31 Dec 2021	100% of Service Providers paid within 30 days by 31 March 2022	100% of Service Providers paid within 30 days	Financial Services	Copy of Expenditure Reports & Age analysis
41	Expenditure		25	N/A	N/A	Percentage of capital budget actually spent on capital projects by 30 June 2022	percentage (%)	100%	100% of capital budget actually spent on capital projects by 30 June 2022	100% of capital budget actually spent on capital projects by 30 Sep 2021	100% of capital budget actually spent on capital projects by 31 Dec 2021	100% of capital budget actually spent on capital projects by 31 March 2022	100% of capital budget actually spent on capital projects by 30 June 2022	Financial Services	Copy of Expenditure Report

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Performance Plan 2021/22 – Municipal Manager

SDBIP Ref No.	Focus Area	Development Objectives	IDP Ref. No	Budget	Funding Source	Key Perf. Indicator	Unit of Measure	Baseline	Annual Target	Quarterly Targets				Res. Sec/ Dept.	Portfolio of Evidence (PoE)
										Q 1 Target	Q 2 Target	Q 3 Target	Q 4 Target		
42				N/A	N/A	Percentage of households on Indigent Register with access to free basic services by 30 June 2022	percentage (%)	100%	100% of households on Indigent Register with access to free basic services by 30 June 2022	100% of households on Indigent Register with access to free basic services by 30 Sep 2021	100% of households on Indigent Register with access to free basic services by 31 Dec 2021	100% of households on Indigent Register with access to free basic services by 31 March 2022	100% of households on Indigent Register with access to free basic services by 20 June 2022	Financial Services	Free Basic Services Report
44				N/A	N/A	Number of reports submitted to MPAC by 30 June 2022	Number		4(four) reports submitted MPAC by 30 June 2022	1(one) report submitted MPAC by 30 Sep 2021	2(two) reports submitted MPAC by 31 Dec 2021	3(three) reports submitted MPAC by 31 March 2022	4(four) reports submitted MPAC by 30 June 2022		(MPAC Agenda) Proof of submission Expenditure report
45				N/A	N/A	Date SCM Policy reviewed and adopted	Date	27 May 2021	SCM Policy reviewed and adopted by 31 May 2022	N/A	N/A	N/A	SCM Policy reviewed and adopted by 31 May 2022		SCM Policy & Council Resolution
47	Financial Reporting	Ensure that financial reporting conforms to all legal and institutional requirements	28	N/A	N/A	Date Final Budget Process Plan developed and submitted to Council for approval	Date	04 April 2021	Final Budget Process Plan developed and submitted to Council for approval by 31 Aug 2021	Final Budget Process Plan developed and submitted to Council for approval by 31 Aug 2021	N/A	N/A	N/A		Final Budget Process Plan and Council Agenda Extract

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Performance Plan 2021/22 – Municipal Manager

SDBIP Ref No.	Focus Area	Development Objectives	IDP Ref. No	Budget	Funding Source	Key Perf. Indicator	Unit of Measure	Baseline	Annual Target	Quarterly Targets				Res. Sec/ Dept.	Portfolio of Evidence (PoE)
										Q 1 Target	Q 2 Target	Q 3 Target	Q 4 Target		
48	Financial Reporting			N/A	N/A	Date Draft 2022/23 Budget developed and submitted to Council for noting	Date	25 April 2021	Draft 2022/23 Budget developed and submitted to Council for noting by 31 March 2022	N/A	N/A	Draft 2022/23 Budget developed and submitted to Council for noting by 31 March 2022	N/A	Financial Services	Copy of Council Resolution
49				N/A	N/A	Date Final 2022/23 Budget adopted by Council	Date	27 May 2021	Final 2022/23 Budget adopted by 31 May 2022	N/A	N/A	N/A	Final 2022/23 Budget adopted by 31 May 2022	Financial Services	Copy of Council Resolution
51				N/A	N/A	Date Sec. 72 Reports submitted to the Mayor, National Treasury and Provincial Treasury	Number	04 Feb 2021	Sec. 72 Reports submitted to the Mayor, National Treasury and Provincial Treasury by 25 Jan 2022	N/A	N/A	Sec. 72 Reports submitted to the Mayor, National Treasury and Provincial Treasury by 25 Jan 2022	N/A	Financial Services	Sec 72 Report, proof of submissions
52				N/A	N/A	Number of Sec. 52(d) Reports submitted to Council by 30 June 2022	Number	4	4(four) sec 52(d) reports submitted to Council by 30 June 2022	1(one) sec 52(d) reports submitted to Council by 30 Sep 2021	2(two) sec 52(d) reports submitted to Council by 31 Dec 2021	3(three) sec 52 reports submitted to Council by 31 March 2022	4(four) sec 52(d) reports submitted to Council by 30 June 2020	Financial Services	Copy of Council Resolution & Sec 52(d) report

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Performance Plan 2021/22 – Municipal Manager

SDBIP Ref No.	Focus Area	Development Objectives	IDP Ref. No	Budget	Funding Source	Key Perf. Indicator	Unit of Measure	Baseline	Annual Target	Quarterly Targets				Res. Sec/ Dept.	Portfolio of Evidence (PoE)
										Q 1 Target	Q 2 Target	Q 3 Target	Q 4 Target		
KPA: Good Governance and Community Participation Back to Basics Pillar: Good Governance & Putting People first Municipal Goal: Ensure transparency, accountability and community involvement in municipal affairs.															
53	Communications and Customer Satisfaction	To revive and strengthen Communications by 2022	29		N/A	Date Communicated Strategy developed	Date	N/A	Communication Strategy developed by 31 March 2022	N/A	N/A	Communication Strategy developed by 31 March 2022	N/A	Executive Dept.	Copy of Council Resolution and Communication Strategy AG Action Plan
54	Internal Audit	To provide an assurance on the effectiveness of governance, risk management and internal control by 2022	31	N/A	N/A	Date 2020/21 AG Action Plan developed	Date	31 March 2021	2020/21 AG Audit Action Plan developed by 31 Jan 2022	N/A	N/A	2020/21 AG Audit Action Plan developed by 31 Jan 2022	N/A	Executive Dept.	AG Action Plan
55															
56	Audit Committee		32		N/A	Number of Audit Committee Reports Submitted to Council by 30 June 2022	Number		4(Four) Audit Committee Reports Submitted to Council by 30 June 2022	1(one) Audit Committee Reports Submitted to Council by 30 Sep 2021	2(two) Audit Committee Reports Submitted to Council by 31 Dec 2021	3(three) Audit Committee Reports Submitted to Council by 31 March 2022	4(four) Audit Committee Reports Submitted to Council by 30 June 2022	Executive Dept.	Audit Committee Reports & Council Agenda Extract
57	Risk management	To improve the effectiveness of risk management within the organisation by 2022	33		N/A	Number of Risk Management Reports Submitted to Council by 30 June 2022	Number	0	4(four) Risk Management Reports submitted to Council by 30 June 2022	1(one) Risk Management Reports submitted to Council by 30 Sep 2021	2(two) Risk Management Reports submitted to Council by 31 Dec 2021	3(three) Risk Management Reports submitted to Council by 31 March 2022	4(four) Risk Management Reports submitted to Council by 30 June 2022	Executive Dept.	Risk Management Reports & Council Agenda Extract

N.S.L


Performance Plan 2021/22 – Municipal Manager

SDBIP Ref No.	Focus Area	Development Objectives	IDP Ref. No	Budget	Funding Source	Key Perf. Indicator	Unit of Measure	Baseline	Annual Target	Quarterly Targets			Res. Sec/ Dept.	Portfolio of Evidence (PoE)
										Q 1 Target	Q 2 Target	Q 3 Target		
58	Integrated Development Planning	To ensure effective decision-making, budgeting and management of resources	34	N/A	N/A	Date IDP/Budget Process Plan developed and submitted to Council for approval	Date	03 Sep 2020	IDP/Budget Process Plan developed and submitted to Council for approval by 30 Sep 2021	N/A	N/A	N/A	Development Planning	IDP/Budget Process Plan & Council Resolution
59				N/A	N/A	Date Draft IDP 2022/23 developed and submitted to Council for noting	Date	24 March 2021	Draft IDP 2022/23 developed and submitted to Council for noting by 31 March 2022	N/A	N/A	Draft IDP 2022/23 developed and submitted to Council for noting by 31 March 2022	Development Planning	Extract of Council agenda & Council Resolution
60				N/A	N/A	Date Final IDP 2022/23 developed and submitted to Council for approval	Date	27 May 2021	Final IDP 2022/23 developed and submitted to Council for approval by 31 May 2022	N/A	N/A	Final IDP 2022/23 developed and submitted to Council for approval by 31 May 2022	Development Planning	Council Resolution & Council Agenda extract
61	Performance Management	To promote a system of transparency and accountability within the municipality	35	Nc	N/A	Date Annual Performance Agreements for filled senior Managers signed	Date	23 July 2020	Performance Agreements for filled Senior Managers signed by 31 July 2021	N/A	N/A	N/A	Executive Dept.	Signed Performance Agreements for Senior Managers
62				N/A	N/A	Date SDBIP developed and approved by the mayor	Date	23 July 2020	2022/23 SDBIP developed and approved by the mayor	N/A	N/A	2022/23 SDBIP developed and approved by the	Executive Dept.	

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Performance Plan 2021/22 – Municipal Manager

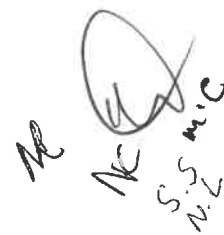
SDBIP Ref No.	Focus Area	Development Objectives	IDP Ref. No	Budget	Funding Source	Key Perf. Indicator	Unit of Measure	Baseline	Annual Target	Quarterly Targets				Res. Sec/ Dept.	Portfolio of Evidence (PoE)
										Q 1 Target	Q 2 Target	Q 3 Target	Q 4 Target		
63		To promote a system of transparency and accountability within the municipality		N/A	N/A	Number of SDBIP Quarterly Reports submitted to Council by 30 June 2022	Number	3	by 28 June 2022	N/A	1(one) Quarterly SDBIP Reports submitted to Council by 31 Dec 2021	N/A	mayor by 28 June 2022	Executive Dept.	Council Resolution & Council Agenda extract
64				N/A	N/A	Date Mid-year and budget performance assessment conducted	Date	N/A	N/A	N/A	N/A	Mid-year and budget performance assessment conducted by 25 Jan 2022	N/A	Executive Dept.	Attendance Register and Minutes
65				N/A	N/A	Number of Quarterly Performance reviews conducted by 30 June 2022	Number	1	3(three) Quarterly reviews conducted by 30 June 2022	N/A	1(one) Quarterly reviews conducted by 31 Dec 2021	2(two) Quarterly reviews conducted by 31 March 2022	3(three) Quarterly reviews conducted by 30 June 2022	Executive Dept.	Attendance Register
66				N/A	N/A	Date Annual Report completed and submitted to Council	Date	24 March 2021	Annual Report completed and submitted to Council by 31 Jan 2021	N/A	N/A	Annual Report completed and submitted to Council by 31 Jan 2021	N/A	Executive Dept.	Council Resolution

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 N.L.

Performance Plan 2021/22 – Municipal Manager

SDBIP Ref No.	Focus Area	Development Objectives	IDP Ref. No	Budget	Funding Source	Key Perf. Indicator	Unit of Measure	Baseline	Annual Target	Quarterly Targets				Res. Sec/ Dept.	Portfolio of Evidence (PoE)
										Q 1 Target	Q 2 Target	Q 3 Target	Q 4 Target		
67				N/A	N/A	Date PMS Policy Framework reviewed and submitted to Council for approval	Date	27 May 2021	PMS Policy Framework reviewed and submitted to Council for approval by 30 June 2022	N/A	N/A	N/A	PMS Policy Framework reviewed and submitted to Council for approval by 30 June 2022	N/A	Council Resolution & Council Agenda extract
68				N/A	N/A	Date Annual Performance Report submitted to Council	Date	23 Feb 2021	Annual Performance Report submitted to Council by 30 Sep 2021	N/A	N/A	N/A	Annual Performance Report submitted to Council by 30 Sep 2021	Executive Dept.	Council Resolution & Council Agenda extract
KPA: Cross Cutting Interventions															
Municipal Goal: to redress the spatial imbalances and promote sustainable environmental planning															
77	Town Planning	To ensure effective management of current and desirable land uses by 2022	51	N/A	-	Adoption (by Date) of Spatial Development Framework	Date	N/A	SDF adopted by 31 May 2022	N/A	N/A	N/A	SDF adopted by 31 May 2022	Dev Planning	Copy of Council Resolution



 S.S. M.C.

3. COMPETENCY FRAMEWORK

LEADING COMPETENCIES	WEIGHT %	MILESTONES/COMMENTS	RATING (1-5)	
			OWN	PANEL MEMBER
1. Strategic Direction and Leadership	20			
2. People Management	10			
3. Programme and Project Management	40			
4. Financial Management	10			
5. Change Leadership	10			
6. Governance Leadership	10			
CORE COMPETENCIES				
1. Moral competence	10			
2. Planning and Organising	20			
3. Analysis and Innovation	20			
4. Knowledge and Information Management	15			
5. Communication	15			
6. Result and Quality Focus	20			
TOTAL	100%			

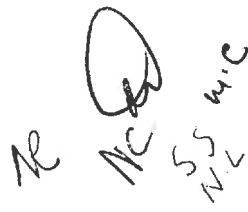
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 M.P.

4. PERFORMANCE REVIEW PROCEDURE

- 4.1 A formal performance review occurs once a year in September in relation to the Budget/SDBIP and IDP Review.
- 4.3 The Mayor to prepare ratings of Municipal Manager's Performance against objectives as a result of his/her evidence and "customers" input.
- 4.4 The Mayor to ask the Municipal Manager to prepare for formal appraisal by rating him/herself against the agreed objectives.
- 4.5 The Mayor and Municipal Manager to meet to conduct formal performance rating and agree final scores. It may be necessary to have two meetings i.e. give the Municipal Manager score and allow him/her time to consider them before final agreement. In the event of a disagreement, the Mayor has the final say with regards to the final score that will be submitted to Council.
- 4.6 Initially the scoring should be recorded on the scorecard and then transferred onto the consolidated score sheet.
- 4.7 Evaluating Performance
 - 4.7.1 The performance plan sets out
 - a. The standards and procedures for evaluating the Employee's performance and,
 - b. The intervals for the evaluation of the employee's performance
 - 4.7.2 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP/OPMS/SDBIP
 - 4.7.3 The Annual Performance appraisal will involve:
 - a. Assessment of the achievement of results as outlined in the performance plan:
 - i. Each KPA should be assessed according to the extent the specified standards or performance indicators have been met and with due regard to adhoc tasks that had to be performed under the KPA
 - ii. An indicative rating on the five-point scale should be provided for each KPA
 - iii. The Applicable assessment rating calculator must then be used to add scores and calculate a final Competency scores.
 - 4.7.4 Overall rating
 - a. An overall rating is calculated by using the applicable assessment –rating calculator. Such overall rating presents the outcome of the performance appraisal
 - 4.7.5 The assessment of the performance of the Employee will be based on the following rating scale for KPAs and Competencies

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LEVEL	TERMINOLOGY	DESCRIPTION	RATING
4	Superior	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods	5
3	Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses	4
2	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses	3
1	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention	1-2



 ACB

 S.S. M.C.

 N.L.


5. LINK TO REWARD

The Municipal Manager's performance will be rewarded according to the following table which is based on a 100% scale method:

Provincial Scale (%)	100% Scale (%)	Bonus Allocated (%)
130	77.9	5
131	78.5	5.2
132	79.1	5.5
133	79.7	5.7
134	80.3	6.0
135	80.9	6.2
136	81.5	6.5
137	82.1	6.7
138	82.7	6.9
139	83.3	7.2
140	83.9	7.4
141	84.5	7.7
142	85.1	7.9
143	85.7	8.2
144	86.3	8.4
145	86.9	8.6
146	87.5	8.9
147	88.1	9.1
148	88.7	9.4

Provincial Scale	100% Scale	Bonus Allocated
149	89.3	9.6
150	89.9	9.9
151	90.4	10.1
152	91.0	10.4
153	91.6	10.6
154	92.2	10.8
155	92.8	11.1
156	93.4	11.3
157	94.0	11.6
158	94.6	11.8
159	95.2	12.1
160	95.8	12.3
161	96.4	12.5
162	97.0	12.8
163	97.6	13.0
164	98.2	13.3
165	98.8	13.5
166	99.4	13.8
167	100.0	14.0

NB: Bonus payments start to be effective at an overall score of 130% or 77.9%, depending on the scoring method.



 AC
 S.S. M.C.
 N.L.

6. CONSOLIDATED SCORE SHEET

Key objectives	Weighting	Rating	Assessment Panel's Rating	Final/Consolidated Score	Reason for Final Score
1. Basic Service Delivery & Infrastructure Development	10%				
2. Municipal Transformation and Institutional Development	10%				
3. Financial Viability and Management	30%				
4. Good Governance and Public Participation	40%				
5. Social & Local Economic Development	10%				
Total:	100%		Final Score		

KPA	(A) SUB-TOTAL	(B) % OF ASSESSMENT	(A X B) TOTAL SCORE
Leading Competencies and Core Competencies		80%	
(C) FINAL SCORE		20%	

ASSESSMENT PANEL SIGNATURES

ASSESSMENT DATE:

Chairperson : _____

Member : _____

Member : _____

Member : _____

Member : _____

Signed in _____ on _____ of _____ 20_____

R. Nel
N. S. M. C.

7. PERSONAL DEVELOPMENT PLAN

Employee's Name:			Performance Review for PDP		
Area to be developed	Type of intervention	Target date	Progress	Barriers	Actions to Overcome Barriers
Mayor's Name:					
Mayor's Signature:			Employee's Signature:		



 NR

 M.C.

 N.L.M.C

 S.S

8. PERFORMANCE PLAN CONTROL SHEET

TO BE UPDATED BY THE MAYOR

PLANNING PHASE		Date	Date
Date of 1 st Review Meeting			
COACHING PHASE:			
Record of meetings held to give Municipal Manager feedback on performance related issues			
Date of Feedback Meeting	Performance issue/s discussed and corrective action to be taken		Date
REVIEWING PHASE			
Date of notification of Formal Review			
Formal Review Date			

CONFIDENTIAL

FINANCIAL DISCLOSURE FORM

Appendix C

I, the undersigned (surname and initials) NTANZI BE

(Postal address) Box 1145 VRYHEID 3100

(Residential address) 184 PRESIDENT STREET VRYHEID 3100

(Position held) MUNICIPAL MANAGER

Tel: 0833 202037 Fax: _____

I hereby certify that the following information is complete and correct to the best of my knowledge:

1. **Shares and other financial interests (Not bank accounts with financial institutions.)**
See information sheet: note (1)

Number of shares / extent of financial interest	Nature	Nominal Value	Name of Company / Entity
	N/A		

2. **Directorships and partnerships**
See information sheet: note (2)

Name of corporate entity, partnership or firm	Type of business	Amount of Remuneration / Income
FAKAZI FARMING ENTERPRISES	PIZZERY	R 300 000

CONFIDENTIAL

3. **Remunerated work outside the Municipality**
Must be sanctioned by Council. See information sheet: note (3)

Name of Employer	Type of Work	Amount of remuneration / Income
	N/A	

Council _____

Signature by Council _____ Date _____

4. **Consultancies and retainer ships**
See information sheet: note (4)

Name of client	Nature	Type of business activity	Value of any benefits received
		N/A	

5. **Sponsorships**
See information sheet: note (5)

Source of assistance / sponsorship	Description of assistance / Sponsorship	Value of assistance / sponsorship
	N/A	

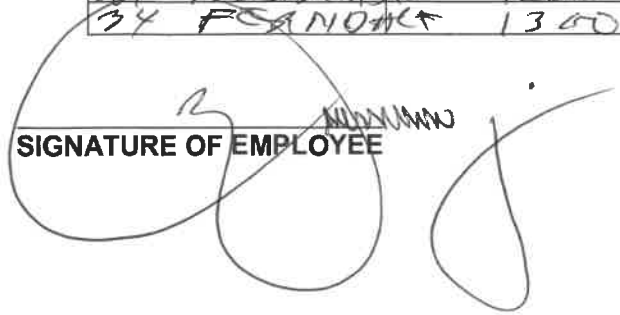
6. **Gifts and hospitality from a source other than a family member**
See information sheet: note (6)

Description	Value	Source
	N/A	

7. **Land and property**
See information sheet: note (7)

Description	Extent	Area	Value
NO 3 DAGBAGEN FARM	23 ha	ALSBANE	R 2000 000
184 PRESIDENT ST	1200 m ²	VRyheid	R 2300 000
34 FERNDALE	1300 m ²	WESTVILLE	R 2800 000

SIGNATURE OF EMPLOYEE



CONFIDENTIAL

DATE 12/08/2021

PLACE VRUYHEID

OATH/AFFIRMATION

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down her/his answers in his/her presence:

(i) Do you know and understand the contents of the declaration?

Answer YES

(i) Do you have any objection to taking the prescribed oath or affirmation?

Answer NO

(iii) Do you consider the prescribed oath or affirmation to be binding on your conscience?

Answer YES

I certify that the deponent has acknowledged that she/he knows and understands the contents of this declaration. The deponent utters the following words: "I swear that the contents of this declaration are true, so help me God." / "I truly affirm that the contents of the declaration are true". The signature/mark of the deponent is affixed to the declaration in my presence



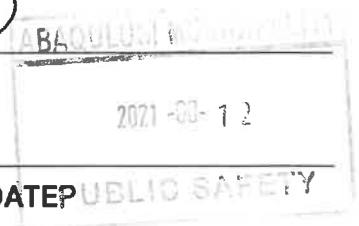
Commissioner of Oath / Justice of the Peace

Full first names and surname:
Thandolwale Sizwe Wabman Mthembu (Block letters)

Designation (rank) MANAGER PUBLIC SAFETY Ex Officio Republic of South Africa

Street address of institution MARK & HUN STREET

Date 12/08/2021 Place VRUYHEID



CONTENTS NOTED: EXECUTIVE MAYOR/ MAYOR



CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS

Schedule 2 of the Municipal Systems Act, (Act 32 of 2000) provides for the Code of Conduct in respect of Municipal Staff Members

1. **Definitions** In this Schedule "partner" means a person who permanently lives with another person in a manner as if married
2. **General conduct** A staff member of a municipality must at all times :-
 - (a) loyally execute the lawful policies of the municipal council;
 - (b) perform the functions of office in good faith, diligently, honestly and in a transparent manner;
 - (c) act in such a way that the spirit, purpose and objects of section 50 are promoted;
 - (d) act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised; and
 - (e) Act impartially and treat all people, including other staff members, equally without favour or prejudice.
3. **Commitment to serving the public interest** A staff member of a municipality is a public servant in a developmental local system, and must accordingly :-
 - (a) implement the provisions of section 50 (2);
 - (b) foster a culture of commitment to serving the public and a collective sense of responsibility for performance in terms of standards and targets;
 - (c) promote and seek to implement the basic values and principles of public administration described in section 195 (1) of the Constitution;
 - (d) Participate in the overall performance management system for the municipality, as well as the staff member's individual performance appraisal and reward system, if such exists, in order to maximize the ability of the municipality as a whole to achieve its objectives and improve the quality of life of its residents.
4. **Personal gain (1)** A staff member of a municipality may not:
 - (a) use the position or privileges of a staff member, or confidential information obtained as a staff member, for private gain or to improperly benefit another person; or
 - (b) take a decision on behalf of the municipality concerning a matter in which that staff member, or that staff member's spouse, partner or business associate, has a direct or indirect personal or private business interest

(2) Except with the prior consent of the council of a municipality a staff member of the municipality may not :-
(a) be a party to a contract for – (i) the provision of goods or services to the municipality; or (ii) the performance of any work for the municipality otherwise than as a staff member; (b) obtain a financial interest in any business of the municipality; or (c) be engaged in any business, trade or profession other than the work of the municipality

- 5. Disclosure of benefits –** (1) A staff member of a municipality who, or whose spouse, partner, business associate or close family member, acquired or stands to acquire any direct benefit from a contract concluded with the municipality, must disclose in writing full particulars of the benefit to the council. (2) This item does not apply to a benefit which a staff member, or a spouse, partner, business associate or close family member, has or acquires in common with all other residents of the municipality. Municipal Systems Act, (Act 32 of 2000).
- 6. Unauthorized disclosure of information-** (1) A staff member of a municipality may not without permission disclose any privileged or confidential information obtained as a staff member of the municipality to an unauthorized person. (2) For the purpose of this item "privileged or confidential information" includes any information – (a) determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential; (b) discussed in closed session by the council or a committee of the council; (c) disclosure of which would violate a person's right to privacy; or (d) declared to be privileged, confidential or secret in terms of any law (3) This item does not derogate from a person's rights of access to information in terms of national legislation
- 7. Undue influence-** A staff member of a municipality may not – (a) unduly influence or attempt to influence the council of the municipality, or a structure or functionary of the council, or a councillor, with a view to obtaining any appointment, promotion, privilege, advantage or benefit, or for a family member, friend or associate; (b) mislead or attempt to mislead the council, or a structure or functionary of the council, in its consideration of any matter; or (c) be involved in a business venture with a councillor without the prior written consent of the council of the municipality.
- 8. Rewards, gifts and favours-** (1) A staff member of a municipality may not request, solicit or accept any reward, gift or favour for –
- (a) Persuading the council of the municipality, or any structure or functionary of the council, with regard to the exercise of any power or the performance of any duty; **Municipal Systems Act, (Act 32 of 2000)**
 - (b) making a representation to the council, or any structure or functionary of the council;
 - (c) disclosing any privileged or confidential information; or
 - (d) doing or not doing anything within that staff member's powers or duties (2) A staff member must without delay report to a superior official or to the speaker of the council any offer which, if accepted by the staff member, would constitute a breach of sub item (1).
- 9. Council property-** A staff member of a municipality may not use, take, acquire, or benefit from any property or asset owned, controlled or managed by the municipality to which that staff member has no right.
- 10. Payment of arrears -** A staff member of a municipality may not be in arrears to the municipality for rates and service charges for a period longer than 3 months, and a municipality may deduct any outstanding amounts from a staff member's salary after this period.
- 11. Participation in elections -** A staff member of a municipality may not participate in an election of the council of the municipality, other than in an official capacity or pursuant to any constitutional right.

12. Sexual harassment –

A staff member of a municipality may not embark on any action amounting to sexual harassment.

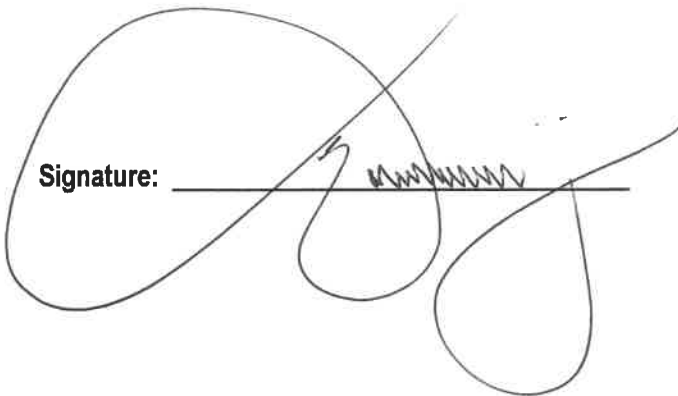
13. Reporting duty staff members –

Whenever a staff member of a municipality has reasonable grounds for believing that there has been a breach of this Code, the staff member must without delay report the matter to a superior officer or to the speaker of the council. **Municipal Systems Act, (Act 32 of 2000)**

14. Breaches of Code

Breaches of this Code must be dealt with in terms of the disciplinary procedures of the

Signed by: B-E NTANZI

Signature: 

Date: 09 JULY 2021