

## **PERFORMANCE AGREEMENT**

entered into by and between

**Mbhashe Local Municipality, as represented by the  
Municipal Manager**

**MKHULULI NAKO  
(‘the employer’)**

**and**

**NONURSE PATRICIA MLUNGU  
(‘the employee’)**

for the financial year :  
1 July 2022 – 30 June 2023

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## PERFORMANCE AGREEMENT

### ACRONYMS

<b>SDBIP</b>	-	Service Delivery and Budget Implementation Plan
<b>BEE</b>	-	Black Economic Empowerment
<b>KPA</b>	-	Key Performance Area
<b>KPI</b>	-	Key Performance Indicator
<b>PDP</b>	-	Personal Development Plan
<b>PA</b>	-	Performance Agreement
<b>CCR</b>	-	Core Competency Requirements
<b>PMS</b>	-	Performance Management System
<b>PAC</b>	-	Performance Audit Committee

### DEFINITIONS

<b>Official Language</b>	-	Refers to the language parties to the contract choose to use as medium for formal communication between themselves.
<b>Financial Year</b>	-	Refers to the 12-month period which the organisation determines as its budget year.
<b>Employee</b>	-	means a person employed by a municipality as a municipal manager or as a manager directly accountable to a municipal manager.
<b>Employer</b>	-	means the municipality employing a person as a municipal manager or as a manager directly accountable to a municipal manager and as represented by the mayor, executive mayor or municipal manger as the case may be;
<b>Employment contract</b>	-	means a contract as contemplated in Section 57 of the Act;

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- Performance agreement** - means an agreement as contemplated in Section 57 of the Act; and
- the Act** - means the Local Government: Municipal Systems Act, 2000.

#### PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN

Mbhashe Local Municipality, herein represented by **MKHULULI NAKO (ID No. 750930 5768 080)** in his capacity as Municipal Manager (hereinafter referred to as 'the Employer')

and

**NONURSE PATRICIA MLUNGU (ID No. 661214 0829 082)** being a manager accountable to the Municipal Manager in terms of section 57 of the Local Government: Municipal Systems Act No. 32 of 2000, in his capacity as duly appointed Senior Manager: Community Services (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 Act 32 of 2000 ('the Municipal Systems Act'). The Employer and the Employee are hereinafter referred to as 'the parties'.
- 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, 2006.

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- 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 to a set of outcomes that will secure local government policy goals.
- 1.4. The parties wish to ensure that there is compliance with Section 57(4), 57(4B) and 57(5) of the Municipal Systems Act.

## 2. Purpose of this Agreement

The purpose of this Performance Agreement is to –

- 2.1. comply with the provisions of Section 57(1)(b), (4B) and (5) of the Municipal Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2. specify objectives and targets defined and agreed with the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance and accountabilities in alignment with the Integrated Development Plans, Service Delivery and Budget Implementation Plan ('SDBIP') and the Budget of the Employer;
- 2.3. specify accountabilities as set out in the Performance Plan as set out under paragraph 4;
- 2.4. monitor and measure performance against set targeted outputs;
- 2.5. use the Performance Agreement as the basis for assessing whether the Employee has met the performance expectations applicable to his job;
- 2.6. appropriately reward the Employee 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.

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### 3. Commencement and Duration

- 3.1. This Agreement will commence on 1 July 2022 and will remain in force until 30 June 2023, at the end of which the parties shall negotiate a new Performance Agreement in terms of the Provisions of Section 57(2) (a) of the Act.
- 3.2. The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement that replaces the previous Agreement at least once a year within one month after the commencement of the new financial year.
- 3.3. This Agreement will terminate on the termination of the Employee's Contract of Employment for any reason.
- 3.4. If at any time during the validity of this Agreement the work environment alters to the extent that the contents of this Agreement are no longer appropriate, the contents must, by mutual agreement between the parties, immediately be revised.

### 4. Performance Plan

- 4.1. By their signatures hereunder, the Parties hereby accept the Performance Plan as documented below, as the basis upon which performance will be monitored and measured.
- 4.2. The performance Plan consists of the following areas, forming separate Paragraphs to this Agreement:
  - 4.2.1 Performance objectives – set out under paragraph 5;
  - 4.2.2 Performance management systems – set out under paragraph 6;
  - 4.2.3 Evaluation of performance – set out paragraph 7;
  - 4.2.4 Annual performance appraisal – set out under paragraph 8;
  - 4.2.5 Schedule of performance reviews – set out under paragraph 9;
  - 4.2.6 Personal development requirements – set out under paragraph 10.

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## 5. Performance objectives

5.1. The Parties hereto agree to set the performance objectives and targets, as reflected in the following attachments.

5.1.1 The Service Delivery and Budget Implementation Plan (SDBIP)  
(Departmental Scorecard) – **ANNEXURE A**;

And

5.1.2 The Personal Development Plan (PDP) – **ANNEXURE B**.

5.2. The performance objectives and targets agreed to are to be achieved within the specified time frames as set out in Annexure A.

5.3. The performance objectives and targets as reflected in Annexure A, are based on the Integrated Development Plan and the Budget of the Employer and include:

5.3.1 *Key objectives* – which describe the main tasks that need to be done;

5.3.2 *Key performance indicators* – which provide the details of the evidence that must be provided to show that a key objective has been met;

5.3.3 *Target dates* – within which the objective and targets must be met; and

5.3.4 *Weightings* – which show the relative importance of the key objectives to each other.

5.4 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.

## 6. Performance Management System

6.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer.

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- 6.2 The Employee accepts that the purpose of the performance management system is to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standard required.
- 6.3 The Employer will consult the Employee in respect of any specific performance standards that will be included in the performance management system that are applicable to the Employee.
- 6.4 The Employee undertakes to actively focus towards the promotion and Implementation of the Key Performance Areas (KPAs) (including special projects relevant to the Employee's responsibilities) within the local government framework.
- 6.5 The criteria upon which the performance of the Employee is to be assessed consist of two components, namely KPAs and Core Competency Requirement (CCRs), with a weighting of 80:20 allocated to the KPAs and the CCRs respectively.
- 6.6 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 6.7 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 6.8 The Employee's assessment will be based on performance in terms of the outputs/outcomes (performance indicators), identified as per Annexure A, which are linked to the KPAs and which constitutes 80% of the overall assessment result as per the weightings agreed to be between the Employer and Employee as follows:

Key Performance Areas (KPA's)	Weighting
Basic Service Delivery	70
Municipal Institutional Development and Transformation	05
Local Economic Development (LED)	10
Municipal Financial Viability and Management	
Good Governance and Public Participation	15
Total	100%

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- 6.9 The CCRs will make up the other 20% of the Employee's assessment score. CCRs which are competencies that cuts across all levels of work in a municipality are agreed to between the Employer and Employee.

Below is a list of Leading and Core competencies as stipulated in the Local Government: Regulations on appointment and conditions of Employment of Senior Managers:

COMPETENCY FRAMEWORK FOR SENIOR MANAGERS		
Leading Competencies :		Weight
Strategic Direction and Leadership	• Impact and Influence	10%
	• Institutional Performance Management	
	• Strategic Planning and Management	
	• Organisational Awareness	
People Management	• Human Capital Planning and Development	20%
	• Diversity Management	
	• Employee Relations Management	
	• Negotiation and Dispute Management	
Programme and Project Management	• Program and Project Planning and Implementation	10%
	• Service Delivery Management	
	• Program and Project Monitoring and Evaluation	
Financial Management	• Budget Planning and Execution	5%
	• Financial Strategy and Delivery	
	• Financial Reporting and Monitoring	
Change Leadership	• Change Vision and Strategy	5%
	• Process Design and Improvement	5%
	• Change Impact Monitoring and Evaluation	5%
Governance Leadership	• Policy Formulation	5%
	• Risk and Compliance Management	5%
	• Cooperative Governance	
Analysis and Innovation		
Knowledge and Information Management		10%
Communication		10%
Client orientation and customer focus		10%
<b>Total</b>		<b>100%</b>

## 7. Evaluating performance

- 7.1. The following standards and procedures shall apply in the evaluation of performance of the Employee:

- 7.1.1. The Employer shall, for every quarter of the financial year, on the basis of a self evaluation written report from the Employee, and his own assessment evaluate the Employee's performance. The reports may be

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subjected to further review by the Performance Audit Committee of Mbhashe Local Municipality.

- 7.1.2. The said report from the Employee must be made available to the Employer within **(3) Three working days** after the last day of the quarter (three month period).
- 7.1.3 The said report shall indicate any problems or impediments encountered by the Employee in meeting the targets provided for within the timeframes of the KPA and CCR's scorecards.
- 7.1.4 Should the problems or impediments not be the fault of the Employee, the report should propose new timeframes for the achievement of the said objectives.
- 7.1.5 The Employer shall within Seven (7) days upon the receipt of a report indicating such impediments as described in paragraph 7.1.3. above, respond in writing to the Employee either the acceptance or rejection of the revised target timeframes.
- 7.1.6 The Employee must ensure any new timeframes or variances and corrective measures agreed to in terms of this paragraph, are where appropriate, correctly reflected in the monthly reports submitted to the Employer so as to allow the Municipal Manager to comply with the reporting requirements under section 71(1) of the Municipal Finance Management Act 56 of 2003.
- 7.1.7 The Employer shall, in the event of substandard performance by the Employee convene a meeting with the Employee where he will:
- (a) give feedback in respect of the substandard performance;
  - (b) explain the requirements, levels, skills and nature of the posts;
  - (c) evaluate the Employees performance in relation to this Agreement;
  - (d) afford the Employee an opportunity to respond to the substandard performance outcomes.
- 7.1.8 After considering the submissions made by the Employee in terms of subparagraph 7.1.7(e) above the Employee may, if

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necessary –

(a) Initiate a formal programme of counselling and training to enable the Employee to reach the required standard of performance, which must include –

- i. Assessing the time that it will take for the Employee to deal with the substandard performance;
- ii. Establish realistic timeframes within which the municipality will expect the Employee to meet the required performance standard; and
- iii. Identify and providing appropriate training for the Employee to reach the required standard of performance.

(b) Establish ways to address any factors that affected the Employee's performance that lay beyond the Employee's control.

7.1.9 If, after the application of corrective measures as set out in paragraph 7.1.8 above, and after a reasonable time has been given for the Employee to improve his performance, the Employee continues to fail to meet the required performance standard for the post, or refuses to take part in any programme intended to correct the substandard performance, the Employer shall report the allegation of substandard performance of the Employee, to Council to commence formal disciplinary proceedings as stipulated in terms of the Local Government: Disciplinary Regulations for Senior Managers 2010, with a view of terminating the employment of the Employee in accordance with the provisions of the written Contract of Employment

7.2. The Employer may penalise the Employee by withholding any recognition of performance in the following circumstances :

7.2.1. The Employee fails to comply with this Agreement;

7.2.2. The Employee's leave record in respect of absenteeism and leave without pay shows a lack of commitment to his work.

7.2.3 The Employee has been found guilty of misconduct in a disciplinary hearing during the period of this Agreement.

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- 7.3 Should the Employee fail to submit his self assessment for each or any quarter within the prescribed period as set out in paragraph 7.1 above, the Employer may disregard the self assessment for that quarter and give a score of zero to the Employee.
- 7.4 The Employer shall not be entitled to give a score of zero where the Employee has failed to submit a self assessment report, as provided for under paragraph 7.3 above, where the Employee's failure to submit the self assessment is a result of any of the following events which are beyond the control of the employee:
- (a) the Employee is on sick leave, as per the conditions outlined in the applicable municipal policy, thus losing essential time that would allow the Employee to complete and submit the self assessment timeously;
  - (b) the Employee is away from the office on official Council business for any period of time within which the self assessment is due;
  - (c) the Employee is on approved annual or any other leave at the time which the self assessment is due.
- 7.5 In the event of any of the occurrences listed under paragraph 7.4 above, the Employee must advise the Employer in writing to the effect that the self assessment cannot be submitted timeously.
- 7.6 The Employer must immediately acknowledge receipt of the Employee's submission under paragraph 7.5 above and indicate his agreement that the self assessment cannot be submitted timeously, and to then provide the Employee with an alternative date on which the self assessment report may be submitted.
- 7.7 The Employer must give the Employee notice in writing that he is contemplating not evaluating the Employees quarterly performance for reasons listed under paragraphs 7.2 and 7.4, to allow the Employee to provide further submission in this regard.

## 8. Annual performance appraisals

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8.1. The annual performance appraisal will involve:

8.1.1 Assessment of the achievement of results as outlined in the Annexure A, as follows:

8.1.1.1 Each KPA will 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;

8.1.1.2 An indicative rating on the five –point scale will be provided for each KPA;

8.1.1.3 The applicable assessment rating calculator will then be used to add the scores and calculate the final KPA score.

8.1.2 Assessment of the CCR as follows:

8.1.2.1. Each CCR will be assessed according to the extent to which the specified standards have been met;

8.1.2.2 An indicative rating on the five point scale will be provided for each CCR;

8.1.2.3 This rating will be multiplied by the weighting given to each CCR agreed to in this Agreement to provide a score;

8.1.2.4 The applicable assessment rating calculator must then be used to add the scores and calculate the final CCR score.

8.1.3 Overall rating as follows:

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

8.1.3.2 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CCR's

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding	Performance far exceeds the					

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	performance	standard expected of an employee at this level. The 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 expectation	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 achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.	
2	Performance not fully effective	Performance is below the standard required for the job to 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. 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.	

8.2 The evaluation of the annual performance of the Employee, shall be conducted by a panel consisting of the following:

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- Municipal Manager;
- Chairperson of the Performance Audit Committee or Audit committee in the absence of a Performance Audit Committee
- A member of the Mayoral or Executive Committee, and
- The Municipal Manager from another Municipality.

## 9. Schedule for performance reviews

- 9.1. The performance of the Employee in relation to his Performance Agreement shall be reviewed on the following dates:

First quarter	:	July	–	September:	14	October	2022
Second quarter	:	October	–	December:	20	January	2023
Third quarter	:	January	–	March	21	April	2023
Fourth quarter	:	April-	June:	21	July		2023

- 9.2. The performance panels will sit annually as in line with the Performance Management Framework.
- 9.3. The Employer must keep a record of the mid-year review and quarterly assessment meetings.
- 9.4. Performance feedback must be based on the Employer's assessment of the Employee's performance.
- 9.5. The Employee will be entitled to review and make reasonable changes to the provisions of the Performance Plan from time to time for operational reasons on agreement between both parties.
- 9.6. The Employer may amend the provisions of the Performance Plan whenever the performance management system is adopted, implemented and/or amended as the case may be on agreement between both parties.

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- 9.7. Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the Contract of Employment remains in force.

## 10. Developmental requirements

10.1 A Personal Development Plan (PDP) (Annexure B) for addressing developmental gaps must form part of the Performance Agreement.

10.2 Personal growth and development needs identified during any performance review discussion must be documented in the PDP as well as the actions agreed to as well as implementation time frames.

## 11. Obligations of the Employer

11.1. The Employer must –

11.1.1. create an enabling environment to facilitate effective performance by the Employee;

11.1.2. provide access to skills development and capacity building opportunities;

11.1.3. work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;

11.1.4. on the request of the Employee delegate such powers reasonably required by the Employee to enable him to meet the performance objectives and targets established in terms of this Agreement; and

11.1.5. make available to the Employee such resources as the Employee may reasonably require from time to time to assist him to meet the performance objectives and targets established in terms of this Agreement.

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## 12. Consultation

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

12.1.1. a direct effect on the performance of any of the Employee's functions;

12.1.2. commit the Employee to implement or to give effect to a decision made by the Employer; and

11.1.3 have a substantial financial effect on the Employer.

12.2. 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.

## 13. Management of evaluation outcomes

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

13.2. A performance bonus ranging from 5% to 14% of the all inclusive remuneration package may be paid to the Employee in recognition of outstanding performance. In determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator; provided that –

13.2.1. a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and

13.2.2. a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

13.3. Should the awarding of performance bonus be appropriate as provided for under paragraph 13.2 above, such performance bonus will be subject to the following conditions:

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13.3.1. The Employee having completed 2 consecutive quarters in full for the applicable performance year.

13.3.2. Should the Employee have been appointed for less than 12 months, a pro rata performance bonus will apply.

13.4. In the case of unacceptable performance, the Employer shall:

13.4.1 provide systematic remedial or developmental support to assist the Employee to improve his/her performance in line with the provision of paragraph 7.1.8; and,

13.4.2 after appropriate performance counselling and having provided the necessary guidance or support and reasonable time for improvement in performance, and performance does not improve, the Employer may consider steps as provided for this Agreement to terminate the Contract of Employment of the Employee on ground of unfitness or incapacity to carry out his duties.

#### 14. Dispute resolution

14.1. Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/or salary increment in the Agreement, must be mediated by the Executive Mayor within thirty (30) days of receipt of a formal dispute from the Employee, whose decision shall be final and binding on both parties.

14.2. Any disputes about the outcome of the Employee's performance evaluation, must be mediated by a member of the Municipal Council, provided that such member was not part of the evaluation panel provided for in 7.5, within thirty (30) days of receipt of a formal dispute from the Employee, whose decision shall be final and binding on both parties.

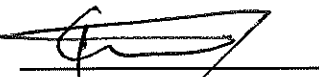
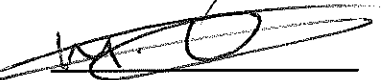
#### 15. General

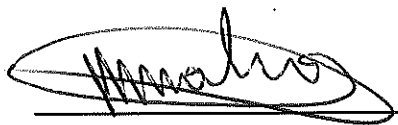
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- 15.1. The contents of the Performance Agreement will be made available to the public by the Employer in accordance with the Municipal Finance Management Act, 2003 and Section 46 of the Municipal Systems Act.
- 15.2. Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his Contract of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.



Thus done and signed at Dutywa on this 28 day of July 2022.

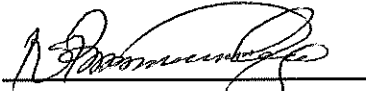
AS WITNESSES :

1.   
 2. 

  
 MUNICIPAL MANAGER

AS WITNESSES :

1.   
 2. 

  
 SENIOR MANAGER:  
 COMMUNITY SERVICES


## APPENDIX 1


**Commitment of Managers directly reporting to the Head of Department (Sec 56  
Manager reporting directly to the Municipal Manager)**


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This appendix serves as a commitment from managers reporting directly to the HOD (Section 56 Manager reporting directly to the Municipal Manager) in support of achieving targets as set in the SDBIP Scorecard attached hereto as Annexure A. This is to fulfil the support and co-operation on responsibilities allocated towards the attainment of the set targets for the units in the department contributing to the departmental overall performance. This is done according to the adopted establishment plan.

The following are the signatories for HEADS OF SECTIONS (Managers and Officers reporting to Senior Managers)

Unit : TRAFFIC DEPARTMENT  
 Title : Chief Traffic Officer  
 Name & Surname : Mr LJ. Bongo  
 Signature :  Date : 28/07/2022

Unit : ENVIRONMENTAL MANAGEMENT  
 Title : Environmental Management Officer  
 Name & Surname : Miss AS. Mboxo  
 Signature :  Date : 28/07/2022

Unit : LAW ENFORCEMENT  
 Title : Law Enforcement Commander  
 Name & Surname : Mr L. Mbelani  
 Signature :  Date : 28/07/2022

Mhlaghe Local Municipality																								
KPA 1: MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT - 10 %																								
FOCUS AREA	OBJECTIVE	OBJ No.	STRATEGY	PROJECT	INDICATOR	IND No.	BASELIN E	B2B	ANNUAL BUDGET	ANNUAL TARGET	QUARTER 1		QUARTER 2		QUARTER 3		QUARTER 4		RESPONSIB LE OFFICIAL	KPI NO				
KPA 1: MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT - 10 %																								
Performance Management	To ensure monitoring and evaluation of IDP to improve institutional performance by June 2027	MTI 3	By coordinating performance reporting, monitoring and evaluation	Performance Management	Number of Departmental Individual performance assessment report submitted to Corporate Services	MTI 3.1.1			R0	4 Departmental Individual performance assessment report submitted to Corporate Services	1 departmental Individual performance assessment report submitted to Corporate Services	R0	Signed departmental Individual performance assessment report by SM and proof of submission to Corporate Services	1 departmental Individual performance assessment report submitted to Corporate Services	R0	Signed departmental Individual performance assessment report by SM and proof of submission to Corporate Services	1 departmental Individual performance assessment report submitted to Corporate Services	R0	Signed departmental Individual performance assessment report by SM and proof of submission to Corporate Services	SM Community Services	1			
KPA 2: SERVICE DELIVERY AND INFRASTRUCTURE DEVELOPMENT - 40%																								
Infrastructure and Service Delivery	To construct, maintain and upgrade quality infrastructure by June 2027	SD 1	By enforcing or implementing By-Laws	Implementation of By-Laws	% of By-Laws implemented or enforced	SD 1.17			R200,000	100% implementation of By-Laws enforced.	100% implementation of By-Laws enforced.	R50,000	Signed report by SM on By-Laws enforced and List of By-Laws	100% implementation of By-Laws enforced.	R50,000	Signed report by SM on By-Laws enforced	100% implementation of By-Laws enforced.	R50,000	Signed report by SM on By-Laws enforced, List of By-Laws	SM Community Services	2			
	To provide safe and healthy environment to the community by June 2027		By implementing road safety measures	Implementation of safety measures	Number of road safety measures implemented in each unit Gatyana, Xhorha and Dulywa	SD 1.15	New		R300,000	4 road safety measures implemented in each unit Gatyana, Xhorha and Dulywa	1 Road safety measure implemented in each unit Gatyana, Xhorha and Dulywa	R75,000	Signed quarterly report by SM and attendance register	1 Road safety measure implemented in each unit Gatyana, Xhorha and Dulywa	R75,000	Signed quarterly report by SM and attendance register	1 Roads safety measure implemented in each unit Gatyana, Xhorha and Dulywa	R75,000	Signed quarterly report by SM and attendance register	SM Community Services	3			
			Security services		Number of municipal sites provided with security services	SD 1.19			R5,021,557	34 municipal sites provided with security services	34 municipal sites provided with security services	R1,255,389	Signed quarterly report by SM with pictures of the sites provided with security services	34 municipal sites provided with security services	R1,255,389	Signed quarterly report by SM with pictures of the sites provided with security services	34 municipal sites provided with security services	R1,255,389	Signed quarterly report by SM with pictures of the sites provided with security services	SM Community Services	4			
			By implementing community safety plan.	Safety plan	% implementation of community safety plan	SD 1.20			R400,000	100% implementation of community safety plan	100% implementation of community safety plan	R100,000	Signed implementation report by SM on community safety plan	100% implementation of community safety plan	R100,000	Signed implementation report by SM on community safety plan	100% implementation of community safety plan	R100,000	Signed implementation report by SM on community safety plan	SM Community Services	5			
	To provide effective and affordable safety services to the community by June 2022	SD 2	By providing quality waste management services	Waste management services	Number of households serviced	SD 2.1	60124		R2,460,000	60124 households serviced	60124 households serviced	R615,000	Signed quarterly progress report by SM, approved waste operation plan, waste collection points registers signed by Supervisor and Recipients	60124 households serviced	R615,000	Signed quarterly progress report by S.M., approved waste operation plan, waste collection points registers signed by Supervisor and Recipients	60124 households serviced	R615,000	Signed quarterly progress report by S.M., approved waste operation plan, waste collection points registers signed by Supervisor and Recipients	SM Community Services	6			
					Number of programmes implemented as per the waste management plan at ward 1, 13 & 25	SD 2.1.1			R520,000	3 programmes implemented as per the waste management plan at ward 1, 13 & 25	Conduct awareness campaign at ward 13. Installation of sign boards to illegal dumping sites at ward 1	R20,000	Signed quarterly report by SM, Pictures, attendance register and waste management plan.	Conduct compliance assessment on the status of waste management facilities at ward 1, 13 & 25 and facilitation of new Landfill site in Dulywa	R500,000	Signed compliance assessment report and facilitation report by SM and pictures	N/A	R0	N/A	Conduct training for waste pickers/recyclers at ward 1	R0	Report signed by SM and attendance register	SM Community Services	7
					Number of reports developed on the monitoring of waste management services at Dulywa, Gatyana & Xhorha	SD 2.1.2			R0	36 monthly reports developed on monitoring of waste management services at Gatyana-3, Xhorha-3 & Dulywa-3	Quarterly report on the weekly monitoring of waste management services at Xhorha-3, Gatyana-3, and Dulywa-3	R0	Signed quarterly report by Driver, Supervisor & SM. And collection points sheets	Quarterly report on the weekly monitoring of waste management services at Xhorha-3, Gatyana-3, and Dulywa-3	R0	Signed quarterly report by Driver, Supervisor & SM. And collection points sheets	Quarterly report on the weekly monitoring of waste management services at Xhorha-3, Gatyana-3, and Dulywa-3	R0	Signed quarterly report by Driver, Supervisor & SM. And collection points sheets	SM Community Services	8			
					Animal Pound Management	Number of Reports on Municipal Pounds Activities	S.D 2.1.3			R150,000	4 Reports on Municipal Pound Activities	1 Report on Municipal Pound Activity	R37,500	Signed quarterly Report	1 Report on Municipal Pound Activity	R37,500	Signed quarterly Report	1 Report on Municipal Pound Activity	R37,500	Signed quarterly Report	SM Community Services	9		
KPA 3: LOCAL ECONOMIC DEVELOPMENT - 10%																								
Job creation	To reduce poverty and unemployment through viable and sustainable job creation strategies by June 2027	LED 3	By facilitating short term employment through EPWP projects implementation	EPWP	Number of participants on short term employment opportunities (EPWP and CWP)	LED 3.1	2579		R4,622,000	763 participants on short term employment opportunities (EPWP-413 and CWP-350)	Recruitment of 763 EPWP-413 & CWP-350 workers.	R1,155,500	List of recruited employees ( 763)	Monitoring the implementation of EPWP & CWP recruitment	R1,155,500	Signed monitoring report by SM	Monitoring the implementation of EPWP & CWP recruitment	R1,155,500	Signed monitoring report by SM	Monitoring the implementation of EPWP & CWP recruitment	R1,155,500	Signed monitoring report by SM	SM Community Services	10
Tourism Growth and Development	To position and promote Mhlaghe as a tourist destination of choice by June 2027	LED 7	By supporting tourism programmes	Blue Flag Beach Awareness & Water Testing	Number of programs conducted to maintain Blue Flag status (Tenza and Xhora Mouth)	LED 7.2	5	5	R230,000	2 programs conducted to maintain Blue Flag status (Tenza and Xhora Mouth)	Application of Yearly Pilot Status for 2022/23	R25,000	Application signed by MM, proof of submission to WESSA and report signed by SM	Blue flag awareness at Tenza & Xhorha Mouth.	R200,000	Signed report by SM, pictures and attendance register	Water Testing conducted in Tenza and Xhora Mouth	R5,000	Signed report by SM, Proof of tests from Lab	N/A	R0	N/A	SM Community Services	11
KPA 4: MUNICIPAL FINANCIAL VIABILITY - 20%																								
Revenue Management	To ensure maximization of revenue collection by June 2027	MFV 3	By fully implementing the debt collection and credit control policy	Debt Collection	% collected on other own budgeted revenue	MFV 3.2.1			R1,650,000	100% collected on other own budgeted revenue	25% collected on other own budgeted revenue	R412,500	1. Quarterly Revenue Report signed by CFO 2. Quarterly Arrear Debt Collection report signed by SM	25% collected on other own budgeted revenue	R412,500	1. Quarterly Revenue Report signed by CFO 2. Quarterly Arrear Debt Collection report signed by SM	25% collected on other own budgeted revenue	R412,500	1. Quarterly Revenue Report signed by CFO 2. Quarterly Arrear Debt Collection report signed by SM	25% collected on other own budgeted revenue	R412,500	1. Quarterly Revenue Report signed by CFO 2. Quarterly Arrear Debt Collection report signed by SM	SM Community Services	12
Indigent Support (Free basic Services)	To alleviate poverty to improve quality of household life by June 2027	MFV 4	By investigating and advising on poor households to participate in indigent support program	Indigent support	Number of updated indigent register	MFV 4.1	1 updated indigent register		R630,000	1 Indigent Register updated	Verification on the list of new indigent households	R157,500	Signed quarterly report by SM. Updated list of New Indigents by SM	Verification on the list of new indigent households	R157,500	Signed quarterly report by SM. Updated list of New Indigents by SM	Verification on the list of new indigent households	R157,500	Signed quarterly report by SM. Updated list of New Indigents by SM	Updated on indigent register	R157,500	Report signed by SM 2.Updated indigent register signed by MM	SM Community Services	13

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			By Utilizing equitable share to support Indigent Households	Free Basic Services	% spent on allocation of equitable share on free basic services	MFV 4.2	0.038	Sound financial management	R2,500,000	100% spent on the allocated equitable share portion towards free basic services	100% spent on equitable share towards free basic services	R625,000	1. Signed quarterly report by SM 2. Expenditure Reports, (Rural waste and Electricity)	100% spent on equitable share towards free basic services	R625,000	1. Signed quarterly report by SM 2. Expenditure Reports, (Rural waste and Electricity)	100% spent on equitable share towards free basic services	R625,000	1. Signed quarterly report by SM 2. Expenditure Reports, (Rural waste and Electricity)	100% spent on equitable share towards free basic services	R625,000	1. Signed quarterly report by SM 2. Expenditure Reports, (Rural waste and Electricity)	SM Community Services	14
Expenditure Management	Efficient, cost-effective and transparent Supply Chain Management system by June 2027	MFV 5	Conditional Grants	Financial Management Grant	% expenditure on conditional grants received.	MFV 5.2	100% in 2021/22		Library Grant - R500 000	100% expenditure on conditional grants received	100% expenditure on conditional grants allocated this quarter as per the business plan/Cash Flows	Library grant - R125 000	1. Report on conditional grant expenditure signed by SM 2. Grant Expenditure Reports submitted to Management	100% expenditure of conditional grant allocated this quarter as per the business plan/Cash Flows	Library grant - R125 000	1. Report on conditional grant expenditure signed by SM 2. Grant Expenditure Reports submitted to Management	100% expenditure of conditional grant allocated this quarter as per the business plan/Cash Flows	Library grant - R125 000	1. Report on conditional grant expenditure signed by SM 2. Grant Expenditure Reports submitted to Management	100% expenditure of conditional grant allocated this quarter as per the business plan/Cash Flows	Library grant - R125 000	1. Report on conditional grant expenditure signed by SM 2. Grant Expenditure Reports submitted to Management	SM Community Services	15
KPA 5: GOOD GOVERNANCE AND PUBLIC PARTICIPATION - 20%																								
Good Governance	To ensure clean and accountable governance in the municipality by June 2027	GGP 1	By identifying, assessing, managing, monitoring & reporting fraud and risk exposure to the institution	Risk Management- Strategic and Operational Risk registers	Number of updated risk registers (Fraud, Operational, National Disaster and Strategic) submitted to the Risk Management Committee	GGP 1.1	9 risk registers	Good governance	R70,000	4 updated risk registers (Fraud (1), operational risk registers (1), National Disaster (1) and 1 Strategic risk register) submitted to the Risk Management Committee	Risk assessment and update of risk registers operational, fraud, strategic, National Disaster	R10,000	1. Risk management report for previous quarter signed by SM 2. Agenda for the meeting 3.Attendance register 4. Updated previous quarter risk registers	Risk assessment and update of risk registers operational, fraud, strategic, National Disaster	R10,000	1. Risk management report for previous quarter signed by SM 2. Agenda for the meeting 3.Attendance register 4. Updated previous quarter risk registers	Risk assessment and update of risk registers operational, fraud, strategic, National Disaster	R10,000	1. Risk management report for previous quarter signed by SM 2. Agenda for the meeting 3.Attendance register 4. Updated previous quarter risk registers	Risk assessment and update of risk registers operational, fraud, strategic, National Disaster	R40,000	1. Risk management report for previous quarter signed by SM 2. Agenda for the meeting 3.Attendance register 4. Updated previous quarter risk registers	SM Community Services	16
			By developing 2021/2022 audit action plan consisting of previous unresolved audit findings on AGSA report	Audit action plan	Number of updated AGSA Audit Action Plan for FY 2021/2022 submitted to BTO	GGP 1.2			R0	2 updated AGSA Audit Action Plan for FY 2021/2022 submitted to BTO	N/A	R0	N/A	N/A	R0	N/A	Update of Audit Action on findings raised by AGSA	R0	Updated Audit Action Plan on findings raised by AGSA. Proof of submission of the Audit Action Plan to BTO	Update of Audit Action on findings raised by AGSA	R0	Updated Audit Action Plan on findings raised by AGSA. Proof of submission of the Audit Action Plan to BTO	SM Community Services	17
	To ensure compliance with legislation as per section 11 (3) (a) of Municipal Systems Act	GGP 2	By developing and reviewing institutional policies, strategies, plans and by-laws	Development of Policies	Number of policies Developed.	GGP 2.1	71	Good governance	R0	1 policy developed (Security policy)	N/A	R0	N/A	Develop Situational Analysis report on the policies to be developed	R0	Signed situational analysis report by SM	Submit 1 draft policies to the council	R0	1. Copies of the draft policies 2. Proof of submission to Council	Submit 1 final draft policies to the council	R0	Submitted final policies to the council	SM Community Services	18
			Reviewal of policies	Number of reviewed policies	GGP 2.3	71	Good governance	R500,000	16 reviewed policies	N/A	R0	N/A	N/A	R0	N/A	Submit draft reviewed policies to the council (16)	R150,000	1. List of the draft reviewed policies 2. Proof of submission to Council	Submitting of the final reviewed policies to the council (16)	R800,000	1. List of the final reviewed policies 2. Proof of submission to Council	SM Community Services	19	
			Reviewal of strategies and plans	Number of reviewed strategies/Plans	GGP 2.4	15	Good governance	R500,000	3 reviewed strategies/Plans	N/A	R0	N/A	N/A	R0	N/A	Submit reviewed draft strategies/ plans to the council (3)	R250,000	1. List of policies 2. Proof of submission to Council	Submitting of the strategies/plans to council (3)	R250,000	1. List of policies 2. Proof of submission to Council	SM Community Services	20	
Environmental Planning	To ensure adherence to sound environmental practises and to protect environmentally sensitive areas by June 2027	GGP 4	By implementing climate change mitigation strategy	Climate change mitigation measures	Number of Programs Implemented as per Climate Change strategy at ward 13 & 25	GGP 4.1	2		R350,000	2 Programs implemented as per Climate Change Strategy at ward 13 & 25	Development of concept document and consultations with relevant stakeholders	R0	Consultation report signed by SM and signed concept document.	N/A	R0	N/A	Renewable Energy Awareness Program ward 13	R50,000	Signed report, attendance register and pictures	Removal of alien Vegetation in Mhasha (ward 25)	R300,000	Signed progress report by SM	SM Community Services	21
			By implementing the coastal management plan	Coastal Management Plan	Number of programs implemented as per the coastal management plan in Coastal areas (ward 20, 22 & 32)	GGP 4.1			R300,000	2 Programs implemented as per Coastal Management Plan (ward 20, 22 & 32)	Facilitation of rehabilitation fees for sand mining (ward 22 & 32)	R300,000	Signed Report and proof of Payment to DMR	Awareness Program on Coastal Management (20)	R0	Report signed by SM, register and pictures of event	N/A	R0	N/A	N/A	R0	N/A	SM Community Services	22
			By implementing Greening and Beautification programs	Greening and Beautification programs	Number of Greening and beautification programs implemented at Dulywa and Xhorha	GGP 4.2			R390,000	2 Greening and beautification programmes implemented at Dulywa and Xhorha (Rehabilitation of Dulywa Parks and Rehabilitation of Xhorha green	N/A	R0	N/A	Rehabilitation of Dulywa Parks	R195,000	signed quarterly report by SM and pictures of before and after	N/A	R0	N/A	Rehabilitation of Xhorha Green Park	R195,000	signed quarterly report by SM and pictures of before and after	SM Community Services	23
Inter-Governmental Relations	To strengthen and ensure coordination of integrated and joint planning with spheres of government by June 2027	GGP 7	To promote learning and sharing with other spheres of government	Learning and Sharing of best practice	Number of programmes or plans shared with other institutions	GGP 7.2			R0	1 Programme/ plans shared with other institutions	1 Programme/plan shared with other institutions	R0	1. Report signed by the SM 2. Attendance Register	N/A	R0	N/A	N/A	R0	N/A	N/A	R0	N/A	SM Community Services	24
Public participation	To ensure that all stakeholders participate in the affairs of the municipality by June 2027	GGP 12	By strengthening community participation	PSC	Number of PSC meetings convened	GGP 12.3		Good governance	R0	8 PSC meetings convened	2 PSC meetings held	R0	Minutes and attendance register	2 PSC meetings held	R0	Minutes of the PSC meeting and attendance register	2 PSC meetings held	R0	Minutes of the PSC meeting and attendance register	2 PSC meetings held	R0	Minutes of the PSC meeting and attendance register	SM Community Services	25
				Fora Meetings	Number of fora meetings (Community Safety, Waste management Forum & Transport Forum) held in 2022/23 FY	GGP 12.4	12	Putting people first	R30,000	12 fora meetings (Community Safety, Waste Management Forum and Transport Forum) held in 2022/23	3 Fora meetings held in this quarter (Community Safety, Waste Management Forum and Transport Forum)	R7,500	1. Report on fora meeting signed by SM 2. Attendance register	3 Fora meetings held in this quarter (Community Safety, Waste Management Forum and Transport Forum)	R7,500	1. Report on fora meeting signed by SM 2. Attendance register	3 Fora meetings held in this quarter (Community Safety, Waste Management Forum and Transport Forum)	R7,500	1. Report on fora meeting signed by SM 2. Attendance register	3 Fora meetings held in this quarter (Community Safety, Waste Management Forum and Transport Forum)	R7,500	1. Report on fora meeting signed by SM 2. Attendance register	3 Fora meetings held in this quarter (Community Safety, Waste Management Forum and Transport Forum)	SM Community Services