# MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager 454 Streatfield Street, Dutywa, Eastern Cape Province Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za www.mbhashemun.gov.za

# PERFORMANCE AGREEMENT

entered into by and between

Mbhashe Local Municipality, as represented by the Municipal Manager

MKHULULI NAKO ('the employer')

and

ZUKILE MSIPHA ('the employee')

for the financial year : 1 July 2020 – 30 June 2021

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# PERFORMANCE AGREEMENT

# **ACRONYMS**

Service Delivery and Budget Implementation Plan SDBIP

Black Economic Empowerment BEE

Key Performance Area KPA

Key Performance Indicator KPI

Personal Development Plan PDP

Performance Agreement PA

Core Competency Requirements CCR

Performance Management System PMS

Performance Audit Committee PAC

# **DEFINITIONS**

Refers to the language parties to the contract Official Language

> choose to use as medium for formal communication between themselves.

Refers to the 12-month period which the **Financial Year** 

organisation determines as its budget year.

means a person employed by a municipality as a **Employee** 

municipal manager or as a manager directly

accountable to a municipal manager.

means the municipality employing a person as a **Employer** 

> 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;

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**Employment contract** - means a contract as contemplated in Section 57 of the Act;

Performance agreement - means an agreement as contemplated in Section 57 of the Act; and

the Act - means the Local Government: Municipal Systems
Act, 2000.

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# PERFORMANCE AGREEMENT

# ENTERED INTO BY AND BETWEEN

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

and

ZUKILE MSIPHA (ID No. 810615 5977 080) 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: Infrastructure (hereinafter referred to as 'the Employee').

# WHEREBY IT IS AGREED AS FOLLOWS:

### 1. Introduction

- The Employer has entered into a Contract of Employment with the Employee 1.1. 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'.
- Section 57(1) (b) of the Municipal Systems Act, read with the Contract of 1.2. 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 2006. Municipal Managers,
- The parties wish to ensure that they are clear about the goals to be achieved, 1.3. and secure the commitment of the Senior Manager to a set of outcomes that local government policy goals. will secure

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The parties wish to ensure that there is compliance with Section 57(4), 1.4. of the Municipal Systems Act. 57(4B) and 57(5)

### 2. Purpose of this Agreement

The purpose of this Performance Agreement is to -

- comply with the provisions of Section 57(1)(b), (4B) and (5) of the Municipal 2.1. Systems Act as well as the Contract of Employment entered into between the parties;
- specify objectives and targets defined and agreed with the Employee and to 2.2. 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;
- specify accountabilities as set out in the Performance Plan as set out under 2.3. paragraph 4;
- measure performance against set targeted outputs; 2.4. and monitor
- use the Performance Agreement as the basis for assessing whether the 2.5. 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.

### 3. Commencement and Duration

This Agreement will commence on 1 July 2020 and will remain in force until 30 3.1. June 2021, 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.

# 5. Performance objectives

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

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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.
- 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.

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- 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.
- 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	60
Municipal Institutional Development and Transformation	0
Local Economic Development (LED)	10
Municipal Financial Viability and Management	10
Good Governance and Public Participation	20
Total	100%

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:

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COMPETENCY FRAMEWO Leading Competencies :		Weight
	Impact and Influence	10
Strategic Direction and	Institutional Performance Management	1
Leadership	Strategic Planning and Management	
	Organisational Awareness	
	Human Capital Planning and Development	10
D	Diversity Management	
People Management	Employee Relations Management	
	<ul> <li>Negotiation and Dispute Management</li> </ul>	
	<ul> <li>Program and Project Planning and Implementation</li> </ul>	40
Programme and Project	Service Delivery Management	
Management	<ul> <li>Program ad Project Monitoring and Evaluation</li> </ul>	
	Budget Planning and Execution	20
Financial Management	Financial Strategy and Delivery	
	Financial Reporting and Monitoring	
	Change Vision and Strategy	10
Change Leadership	Process Design and Improvement	
	<ul> <li>Change Impact Monitoring and Evaluation</li> </ul>	
Governance Leadership	Policy Formulation	10
	Risk and Compliance Management	_
	Cooperative Governance	
Total		100%

### 7. **Evaluating performance**

- 7.1. The following standards and procedures shall apply in the evaluation of performance of the Employee:
  - The Employer shall, for every quarter of the financial year, on the basis 7.1.1. of a self evaluation written report from the Employee, and his own assessment evaluate the Employee's performance. The reports may be subjected to further review by the Performance Audit Committee of Mbhashe Local Municipality.
  - The said report from the Employee must be made available to the 7.1.2. Employer within (5) five working days after the last day of the quarter (three month period).

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- The said report shall indicate any problems or impediments 7.1.3 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.
- The Employer shall within fourteen (14) days upon the receipt of 7.1.5 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.
- The Employee must ensure any new time-frames or variances 7.1.6 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.
- The Employer shall, in the event of substandard performance by 7.1.7 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 outcomes. performance
- After considering the submissions made by the Employee in 7.1.8 terms of subparagraph 7.1.7(e) above the Employee may, if necessary -
  - (a) Initiate a formal programme of counselling and training to enable the Employee to reach the required standard of performance, which must include -

- 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.
- 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.

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- The Employer shall not be entitled to give a score of zero where the 7.4 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.
- In the event of any of the occurrences listed under paragraph 7.4 above, 7.5 the Employee must advise the Employer in writing to the effect that the self assessment cannot be submitted timeously.
- The Employer must immediately acknowledge receipt of the Employee's 7.6 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.
- The Employer must give the Employee notice in writing that he is 7.7 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.

### Annual performance appraisals 8.

- The annual performance appraisal will involve: 8.1.
  - 8.1.1 Assessment of the achievement of results as outlined in the Annexure A, as follows:

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- 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	_evel Terminology Description				Ratin	ng	
20101	lommorogy		1	2	3	4	5
5	Outstanding performance	Performance far exceeds the 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					

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		and maintained this in all areas of	
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:
  - Municipal Manager;
  - Chairperson of the Performance Audit Committee or Audit

committee in the absence of a Performance Audit Committee

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- · 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	2020
Second quarter	:	October	<ul> <li>December:</li> </ul>	20 January	2021
Third quarter	:	January	<ul> <li>March</li> </ul>	n 21 April	2021
Fourth quarter	:	April-	June: 2	1 July	2021

- 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.
- 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.

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# 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.

# 12. Consultation

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

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- 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, ad 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

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.

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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 Ol day of Juli 2020

AS WITNESSES:

1.

2.

botho

MUNICIPAL MANAGER

AS WITNESSES:

1.

2.

SENIOR MANAGER:

**INFRASTRUCTURE** 

# APPENDIX 1

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

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 cooperation 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 HOD)

Unit

PMU

Title

**PMU Manager** 

Name & Surname

Mr. CL. Makonza

Signature

Unit

ROADS

Title

Roads Maintenance Manager

Name & Surname

Signature

Date : 01/07/2020

Date : 01/07/2020

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	Infrastructu re and Service delivery	FOCUS AREA
	tu To develop, maintain maintain and upgrade quelity infrastructure by 2022	WE OBJECT
	SDI1	OBJ No
	By constructin g new access roads to key basic services and amenities.	SIRATE GY
Completion Number of gravel gravel gravel roads (Multi roads (Multi roads from 19:20) in ward 26 in ward 20:21 in ward wards -	Censtructio n of new gravel roads	PROJECT
Number of km's of gravel in ward 26 in ward 26 km's of km's of km's of km's of gravel in oads thoompleted thoompleted ward (wards - 17,7,25,28)	Number of kms of new gravel roads constructed in each ward (2.4,12,14)	INDICAT OR
SD1.1.3 SD1.1.2	SD 1.1	IND No.
	799	NE BASELI
	Service Delivery	628 A
R5 063 739,00   2km's of gravel to complete in ward gravel roads complete in ward (17.7.25	R13 155 673.00 5 kms of new graw graw crasts construct in each ward (2,4,12,1	ANNUAL ANNUAL OUAFTER 1.  BUDGET TARGET MILEST BUDGET EVIDEN CC TO BE SUBMIT
0 2km's of gravel road completed in ward 26 gravel roads completed in each ward (17.7,25,28)	0.5 kms of new gravel roads constructed in each ward (2,4,12,14)	ANNUAL TARGET
	Develop designs and prepare a Technical Report	MILEST
R4 453 935	R2 409 925.56	QUARTER 1
Zim's of R4 453 935.75 Practical gravel road completion constructed ward 26 expenditure report  Earthworks R8 333 258.05 1. Signed complete in quartery ward SM 2. Consultant s report with pictures 3. Financial report	- 8 6 F P B C C U D	TED TED
N/A  N/A  N/A  N/B  N/B  N/B  N/B  N/B	Develop Terms of Reference	ONE
R2 487 139		QUARTER 2 BUDGET
N/A  1. Practical completion certificate 2 Expenditur e report	R3 124 871.04 1. Signed TOR by SM 2. Expenditur e report	T EVIDEN CE TO BE SUBMIT TED
Final completion to the terminal control of the termin	1. Signed   Site TOR by SM Establishm 2. ent (Wards Expenditur 2,4,12,14- e report new)	IT ONE N MILEST
R609 803.25	R4 220 150.99	QUARTER 3
3.25 1. Final completion certificate 2 Expenditure e report	io.99 1. Signed quelerly report by SM SM 2 Consultant s report with pictures 3. Financial report	TR3 ET EVIDEN CE TO BE SUBMIT
I N/A sition site site site site site site site site	ed 5km's constructed in each ward (Wards tant 2,4,12,14- t New) s ncial	ONE ONE
R0 R2 000 000	R3 401725	0
	725 1. Practical completion conflicates for Wards 2,4,12,14- New) 2. Expenditure e report	
I. Final SM: Infrastructure recompletion Infrastructure recompletion Infrastructure recompletion completion recompletion completion recompletion completion recompletion completion recompletion completion recompletion completion recompletion recom	edical SM: edical Infrastructural Infrastructu	EXCELLERATE REPORTED STREET, MANUAL PROPERTY.
nuctu 20	<u></u> 50	

By maintaining surfaced roads	By upgrading of storm water culverts and channels	By maintaining gravel roads and stom water facilities
Surface g roads maintainan ce	installation of slorm water facilities	Gravel road maintainan ce
% of surfaced road maintained as per the assessmen treport (wards 1,13,25)	Number of storm water culvarts and channels upgraded in each unit (Galyana, Xhorha and Dulywa)	Number of kms of gravel oroads with storm water facilities maintained in each unit (Catyana, Xhorha and Duywa)
SD 1.4	8 13	Sb12
1852.49km road network	10	799
	-	
R2 000 000	R600 000	R14 379 295
100% of surfaced maintained as per the assessmen treport (wards 1,13,25)	3 storm water culverts in each unit and 2 channels upgraded in each unit (Galyana Xhorha and Dulyva)	
100% of surfaced road maintained a per the n assessmen treport (Wards 1,13,25)	3 storm installation water of 1 culvert culverts in each unit each unit and 1 storm water channels channels upgraded in each unit in each unit (Galyana (Xhorha and Xhorha and Xhorha and Dulywa)	f00 kms of 75kms of gravel gravel gravel gravel foads with roads with roads with roads with roads with roads and roads and roads and roads foat foat foat foat foat foat foat foat
R500 000	R150 000	R3 594 824
1. Signed quarterly report by SM 2. Before and after pictures 3. Site minutes 4. Attendance register 5. Financial report and assessmen treport	1. Signed quarterly report by SM 2. Before and after pictures 3. Site minutes 4. Attendance register 5. Financial report	nihutes and attendance register 2. Signed Quaterly progress report by SM 3. Financial report
100% of surfaced road maintained as per the assessmen treport (Wards 1,13,25)	Installation of 1 culvert in each unit and 1 storm water channets upgraded in each unit (Getyana, Xhorha and Dunywa)	75kms of gravel roads with storm water facilities maintained Unit (Galyana, Xhorha and Dutywa)
R500 000	R150 000	R3 934 824
1. Signed quarterly report by SM 2. Before and after pictures 3. Sile minutes 4. Altendance register 5. Financial report and assessmen treport	1. Signed quarterly report by SM 2. Before and after pictures 3. Site minutes 4. Attendance register 5. Financial report	1. Sile minutes and attendance register 2. Signed Quaterly progress report by SM 3. Financial report
100% of surfaced road maintained as per the assessmen (mards 1,13,25)	installation of 1 culvert in each unit and 1 storm water channels upgraded at Galyana and Xhorha	75kms of grade meads with storm water facilities maintained in each Unit (Gayana, Xhorha and Dutywa)
R500 000	R150 000	R3 594 824
1. Signed quarierly report by SM 2. Before and after pictures 3. Site minutes 4. Attendance register 5. Financial report and assessmen treport.	1. Signed quarterly report by SM 2. Before and after pictures 3. Site minutes 4. Attendance register 5. Financial report	ninutes and attendance register 2. Signed Quaterly progress report by SM 3. Financial report
100% of surfaced maintained as per the assessmen (wards 1,13,25)	installation of 1 culvert in each unit and 1 storm water channel upgraded at Gatyana	7-5kms or gravei roads with storm water facilities maintained in each Unit (Calyana, Xhorha and Durywa)
R500 000	R150 000	K3 594 824
Signed quarterly report by SM     Before and after pictures 3. Site minules 4.      Attendance register 5. Financial report and assessmen traport	1. Signed quarterly report by SM 2. Before and after pictures 3. Sile minutes 4. Attendance register 5. Financial report	ninutes and attendence register 2.Signed Qualerly progress report by S.M. 3. Financial report
SM: Infrastruciu re	SM: infrastructu re	re
24	ಜ	8

By paving square metes in identified areas	By providing grid or non-grid energy to qualifying households	
ng Paving of	W < 7	Continua n of 19/2 projects
	Shixini and Number of Ntsimbakaz households assisted electrificati with on projects provision of grid or atternative energy at (ward 24,27)	○ <del>8</del> .
Number of square meters of roads paved at (wards 1,13,25)	Number of households assisted with provision of grid or alternative energy at (ward 24,27)	Number of households assisted with with orgind or gird or alternative energy at (ward 14,27)
SD 1.5	SD 1.6	SD 1.6.1
10000 m²	35309	
R4 200 000	R6 480 000	R108
		R10 877 974
4000m2 of roads paved at (wards 1,13,25)	360 Technic households Design assisted report a with grid or Tems o alternative referent energy at (ward 24,27)	households of grid assisted electric with four provision of house grid or alternative energy at (ward 14,27)
Terms of reference	Technical Design report and Tems of reference	households of grid sassisted assisted assisted provision of households grid or alternative energy at (ward 14,27)
8	R810 000	R5 438 987
1. Signed TOR by consultant	1. Signed quaterly report by consultant and SM 2. Signed TOR by consultant and expenditure report	1. Signed quaterly report by SM 2 Consultant s report with pictures 3. Financial report
1000 m2 of areas paved 1,13,25)	Site Establishm ent	installation of grid electricity to 329 households
R1 050 000	n R1 820 000	n R5 438 987
	49	
ed by y y y y y y y y y y y y y y y y y y	gned lerly at by suitant suitant port port res inancial at	igned larly
1500 m2 of areas paved (1,13,25)	Digging of holes and Planting of poles	AN
R1 575 000	R2 025 000	RO
1. Signed quarterly report by Engineer and SM 2. Before and after pictures 3. Site minutes 4. Attendance register 5. Financial report	1. Signed quaterly report by SM 2. Consultant s report with pictures 3. Financial report	NA
1500m2 or areas paved 1.13.25)	households connected at 100%	NA
R1 575 000	R2 025 000	28
<u>a</u> 8	1. Signed quaterly report by SM 2. Consultant s report with pictures 3. Financial report.	Z A
	re re	nfrastructu
B	26	27

		=: /A C FD
By constructin g sport facilities	By maintaining street lights in all towns	By Upgrading of stree street lights lights in all towns Xhorna
Construction (Continuation) on (Continuation) of specifies at specifies at ward 25	By Maintainan maintaining (ce of street street lights lights in all towns	7.8
Number of Sport facilities constructed in ward 25	% of street lights and highmast lights maintained as per the assessmen treport (Wards 1,13,25)	Number of street lights upgraded in Xhorha
\$01.9	SD 1.8	SD 1.7
0	9.75 1.75	6:0
R7 145 387	R2 000 000	R1 940 000
	street lights realitained as per the assessmen (report Wards 1,13,25)	40 street lights upgraded in Xhorha
1 Sport Soft ball facility count constructed completed ward 25	this street lights street lights street lights was maintained as per the nen essessmen treport (Wards 1,13,25)	Develop of Terms of reference
	phts R500 000 interest in the menn in the	R736 000
R2 002 770.52		
1. Signed quarterly report by report by report by report sidned and SM 2. Before and after pictures 4. Attendance register 5. Financial report	Signed quarterly report by Electrician and SM 2. Financial report 3.     Assessmen t report	Signed TOR by consultant
Nethall court and Tennis Completed	100% street lights maintained as per the assessmen treport (Wards 1,13,25)	Procureme nt of material
R3 261 706.41 1. Sign quarte report consultant should be and a picture of the minute of the consultant should be a sign and a sign a	R500 000	7.36 8.00 9.00
11. Signed quarterly report by consultant and SM 2. Before and after pictures 3. Site minutes 4. Attendance register 5. Financial report	1. Signed 100% streetile sport by maintain report by maintain assessment 2. Financial treport report and SM assessment (Mards assessment 1.13,25) treport	1. Delivery note 2 Expenditur e report
Project Practical completed	street lights sheet lights as per the assessmen it treport (Wards 1,13,25)	Obtrave or 20 strave or 20 strave or 20 strave or 10 strave or 10 strave 10
R1 880 910.25 1. Practical NA completion completion conflicate 2. Financial report	R500 000	R388 98
25 1. Practical completion configuration confidence 2. Financial report	Signed quarterly report by Electrician and SM 2 Financia report and assessment report.  I report	1. Signed quarterly report by consultant and SM 2. Before and after pictures 3. Site minutes 4. Attendance register 5. Financial report
9 9 E	1. Signed quarterly street lights export by maintained Bectrician as per the assessmen 2. Financial (wards report and (Wards report and (Wards report and (Wards 1,13,25)) t report	20 street iights
8	R500 000	N300 VIO
NA	10 1. Signed quarterly report by Rectrician and SM 2. Financial report and assessmen I report	7.00
S.M.: Infrastructure	ed SM: by Infrastructu by re calcian M M mendal men	Completion infrastructu Contribute certificate re 2. Expenditur e report
structu		
8	29	6

	By constructin g community halfs		
Construction of Manganyel a community halls ward 20	Construction of Dutch community halls ward	Construction of sport facilities ward 1	Constructo n of sport facilities ward 13
Constructio Construction of confirmation of confirmation of confirmation of community community community halls ward 20	Number of community hall completed in ward 21	Number of bulk earthworks and soccer pitch constructed (ward 1)	Constructio Number of bulk facilities earthworks and soccer pitch constructed (ward 13)
SD 1.10.1	SD 1.10	SD 1.9.2	SD 1.9.1
	56		A LANGE
And the second s		***************************************	
R3 159 826	R1 577 587	R2 996 104	R3 273 926
Roof structure constructed in ward 20	1 Community hall completed in ward 21	1 Bulk earthworks and soccer pitch Constructe d ward 1	Bulk earthworks and soocer pitch Constructe d ward 13
Developme nt of TOR	Practical y completion	Develop a Technical r Report	Develop a Technical Report
R337 845	R1 325 409	R447 765.77	R447 765.77
Signed TOR by consultant	Practical completion completion certificate 2. Expenditur e report	Signed Technical report by Consultant and expenditure report	Signed Technical Technical Technical Consultant and expenditure report
Site Establishm ent	Final Completion	Develop Terms of reference	Develop Terms of reference
R412 921	R252 178.00	8	28
Signed report by SM     Pictures, financial report and Site minutes     Attendance register	Final Completion Certificate and expenditure	Signed Terms of reference by consultant	1. Signed Terms of reference by consultant 2 Expenditure report
Installation of steel structure	AN	Site establishm establishm ent and site clearance ward 1	Site establishm establishm ent and site clearance ward 13
R1 204 530.00 1. Signed quarterly report by SM 2. Consultan report will pictures 3. Financi report 4. Site minutes 5. Attendan register register	R	R1 665 620.73	R1 655 620.73 Signed quarrent report to SM, Consult report v pictures and financia report report proport financia report financia
of 1. Signed quarterly report by SM 2. Consultant report with pictures 3. Financial report 4. Site minutes 5. Attendance register	NA	1. Signed queerterly report by SM 2. Consultant report with pictures 3. Financial report	Signed quarterly report by SM. Consultant report with pictures and financial report
	NA	Bulk earthworks completed	Bulk earthworks completed
Constructio R1 204 530:00 1. Signed quarterly structure SM	8	17.50	R1 150 539 501 - Signed quarterly report by report by SM 2. Consultan report with pictures 3. Financi report
Signed quarterly report by SM.     Consultant report with preport with preport with preport with report 4. Site minutes 5.     Attandance register register.	NA	m 2 =	<u>₽</u> → →
SM: Infrastructu re	SM: infrastructu re	SM: Infrastructu re	SM: (infrastructu re
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	4.444	States Parket		
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	50 c ml	# #D O BD	ng gh	O S C O O
	By upgrading iandfill site	By constructin g transfer station	nstructin naintaini ECDCs	nstructin nunicipal ces
	Upgrade of Xhorha landfill sile	Dutywa transfer station	Maintainan ce of ECDC's	Constructio Number of a of superstruct municipal ure offices composted at ward 1
2013 2013 2013 2013 2013 2013 2013 2013	Upgrade of Number of Xnorha landfill site upgraded at Xhorha ward 13	Number of transfer stations constructed at Ward 9	Number of ECDCs maintained in Xhora, Gaty ana and Dutywa	Number of supershuct ure completed at ward 1
Company of the control of the contro	SD 1.15	\$01.14	SD 1.13	801111
	_	0	Ch	4
K	R8 890 395	R2 721 645	R167 203	R15 940 350
PA 3: LOCA	1 landfill sile upgraded at Xhorha ward 13	1 transfer station constructed at Ward 9	1ECDC maintained in each unit Xhorha, Gatyana & Dutywa	superstruct structure ure completed at ward 1
ECONOMIC	Cell lining	Practical completion	N.	Roof shucture complete
KPA 3: LOCAL ECONOMIC DEVELOPMENT: 20%	R5 334 238	R2313398	RO	R4 292 970
NT 20%	1. Signed progress report by SM SM Consultant report with pictures 3. Financial report	Practical completion certificate	N/A	1. Signed quarterly report by SM 2. Consultant report with pictures 3. Financial report 4. Site minutes 5. Attendance register
2010 2010 2010 2010 2010 2010 2010 2010	Practical completion	NA.	Maintananc e of Nomfundo ECDC ward 13	Floor covering complete
	R2 556 158	78	R 55 734	R4 028 050
1000	Practical completion certicate	N/A	1. Signed quarterly report by SM with pictures 2. Financial report	1. Signed quarterly report by SM 2. Consultant report with pictures 3. Financial report 4. Site 5. Attendance register
	N/A	Final completion	Maintananc e of Mřezane day care center ward 27	Practical completion
	RG	R408 247	R 55 734	R5 707 038 Practical completic certificate
	N/A	Final completion certificate	1. Signed quarterly report by SM with pictures 2. Financial report	" 5
	Final completion	N/A	Maintananc e Ngxakaxa ECDC ward 2	superstruct ure complete
	R1 000 000	8	R 55 734	R1 902 292
	Final completion certificate	NA A	1. Signed quarterly report by SM with pictures 2. Financial report	Final completion certificate
	SM: Infrastructu re	SM: Infrastructu re	SM: Infrastructu re	Final SM: completion infrastructu certificate re
	æ	8	37	ය

The state of the s	e Governanc	Enterprise support SMME and developme nt
	To ensure clean and accountable e governance in the municipality by 2022	Enterprise To develop support and Capacitate SAME and Capacitate developme enterprises nt by 2022
	GGP1	E05
By conducting the developme nt of Audit Action Plan	By identifying, assessing managing and monitoring fraud and risk exposure to the institution	By assisting with developme nt of economic infrastructure
	Strategic and Operational Risk registers	Hawker stalls
Audit action Number of reports submitted to Audit Committee for progress on implementation of Audit Action Plan	Number of updaled at registers (Fraud, Risk, ICT and Strategic) submitted to the Risk management	Number of hawker stalls installed at Dutywa, Xhorina and Gatyana
a GGP 1.2	6QP 1.1	LED 5.1
2018/19 Action plan	9 risk registers	8
3	Good governance	
R	R 120 000	R150 000.00
4 reports submitted to Audit Committee and council on implementation of Audit Action Plan		111
4 reports 2018/H9 audit action to Audit plan Committee implementa and council tion report on submitted implementa to the AC tion of Audit Action Plan	Hed Risk y assessmen t and s update of risk registers onal operational fraud, its strategic fraud frau	60 hawker Conduct R 150 000 1.  Assessmen Assessmen Assessmen Installed at ton hawker Signed by Shorha and installed at Galyana Dulywa Expenditur e report  Capture R 150 000 1.  Assessmen Assessmen Signed by Signed by Signed by Signed by Signed by Signed at Signed by Signed at Signed at Signed at Signed Bullywa Expenditur e report
B B	inen R4	men wker bbe dat
8 2	R46 000 1.	R 150 000 1. Ass trait sign SM Exp ere
Signed 2018/19 progress audit action report by plan MM, Audit implemen Committee tion repor minutes/res submitted olution to the AC register		
2018/19 audit action plaudit action implementa tion report submitted to the AC	Risk assessmen traid update of risk registers operational, strategic and ICT	Conduct Assessmen ton hawker stalls to be installed at Gatyana CIPATION 20%
8	R40 000	RO
Signed Signed progress report by MM, Audit Committee minutesites of upon register	1. Risk Risk manageme asses the previous of previous operator risk signed by regist champion fraud 2. Agenda strate for the meeting 3. Attendan ce register 4. Updated previous quarter risk registers	Assessmen t report signed by SM
audt action plan implementa ton report s submitted to the AC	1. Risk Risk rangeme assessmen ranageme assessmen ranageme assessmen previous update of quarter risk registers SAM Risk registers (perational champion for the and meeting 3. Attendan ce register 4. Updated previous quarter risk registers registers (and the previous quarter risk registers)	Conduct Assessmen ton hawker stalls to be installed at Xhorha
a 70	8	RO
Signed progress report by MM, Audit Committee minutesires olution register	1. Risk management report for previous quarter signed by SM/Risk champion 2. Agenda for the meeting 3. Artefing 3. Artefind an ce register 4. Updated previous quarter risk registers	Assessment report signed by SM
2019/20 2019/20 s audit action y plan dif implementa tase tion report tase submitted to the AC	1. Risk Risk manageme assessmen ni report for t and previous update of quarter risk signed by registers SM/ Risk operational champion frauci, 2. Agenda strelegic for the meeting 3. Attendan ce register 4. Updated previous quarter risk registers	Assessmen installation treport of 60 signed by Hawker SM stalls
<u> </u>	sen R40 000	RO
R0 Signed progres progres report in MM. Au Commit minutes olution register		602
diff thee	1. Risk SM manageme Infrastructu mt report for re previous quarter signed by SMM risk champion 2. Agenda for the meeting 3. Attendan ce register 4. Updated previous quarter risk registers	1. Report SM: signed by Infra SM re 2. Pictures
re re	as fuctu	structu
8	78	ন

Public participatio To ensure compliance with legislation as per section 11 (3) (a) of Municipal Systems participate in the affairs of the municipality by 2022 To ensure that all stakeholde GGP 2 GGP 11 By Developme No developing into strategies in and plans of the strategies in the str By Establishm strengtheni ent of ng of PSCs community participatio reviewing Institutional policies, strategies, plans and by-laws Reviewal of Number of policies reviewed policies Fora Meetings developed Number of strategies/p Number of PSC meetings convened/ established meetings (Communit y Safety, LCF and Transport) held in 2020/21 fora Number of GGP 11.4 GGP 11.3 **GGP 2.4 GGP 2.3** ŝ Putting People First Good Good governan Putting people first R O 낑 공 36 PSC 8 PSC meetings meetings convened held established strategies/p lans reviewed policies 12 fora meetings (Communit y Safety, LCF and Transport) held in 2020/21 NA 3 Fora meetings held in this quarter 자수 RO Minutes and attendance register meeting signed by SM X Report on fora Attendance register 3 Fora meetings held in this quarter Develop a situational analysis report on the strategies/strategies 10 PSC meetings held Develop a situational analysis report on the policies to be 1. Signed Submit (4)
situational draft
analysis strategies/
report by plans to the
SM council.
2. Proof of (Five year
inputs by A strategic
relevant plan,
stakeholder Revevenue 1. Signed situational analysis report by SM 2. Proof of inputs by relevant stakeholder on fora meeting signed by SM Minutes of the PSC meeting and Attendance register attendance register 1. Report Submit draft reviewed policies to the council (85) pian,
Revevenue
Enhancem
Enhancem
Strategy,
Wellness
strategy
and
Training
and
Developme
nt Strategyme 3 Fora meetings held in this quarter neetings held Z) 공 20 1. Copies Submiting of the draft (4) final Strategies/ draft plans strategies/ lans to the submission council. (Five year LA Strategy.)

Revevenue Enhancem ent Strategy. Wellness strategy and Training and Developme of Strategy. Copies Submiting of the draft of the reviewed reviewed policies to 2. Proof of the council submission (85) Minutes of the PSC meeting and attendance register 1. Report on fora meeting signed by SM Attendance register 9 PSC meetings held 3 Fora meetings held in this quarter 공 R O 공 Submitted Infinal II strategies/p rians to the council Final reviewed policies signed by SM 1. Report on fora Minutes of the PSC meeting and attendance register Attendance register SM Infrastructu re SM Infrastructu SM: Infrastructu SM: Infrastructu 8 9 119 120

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# PERSONAL DEVELOPMENT PLAN

NAME: ZUKILE MSIPHA

SENIOR MANAGER: INFRASTRUCTURE SERVICES

MBHASHE LOCAL MUNICIPALITY

FINANCIAL YEAR: 20;

EMPLOYER:

JOB TITLE:

2020/21

EXPECTED	Competent	Competent	Competent	Competent	Competent
	30 June		30 June Competent		
TIME- FRAME	01 July 2020 - 30 June 2021	01 July 2020 - 30 June 2021	01 July 2020 - 2021	01 July 2020 - 30 June 2021	01 July 2020 - 30 June
RESPONSIBILITY	Municipal Manager	Municipal Manager	Municipal Manager	Municipal Manager	Municipal Manager
PROPOSED ACTIONS/DEVELOPMENT ACTIVITY	Certificate	Certificate	Certificate	Certificate	Certificate
COMPETENCY AREA TO BE ADDRESSED	Public Admin	CPMD (latest modules)	Change Management	Conflict Management	Performance Management

M Nako

Municipal Manager

Z Msipha

SM: Infrastructure