



MBHASHE LOCAL MUNICIPALITY

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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

Z. M. Chuma
A.S.

M. M. M. M. M.
L.N.

PERFORMANCE AGREEMENT

ACRONYMS

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

DEFINITIONS

Official Language	-	Refers to the language parties to the contract choose to use as medium for formal communication between themselves.
Financial Year	-	Refers to the 12-month period which the organisation determines as its budget year.
Employee	-	means a person employed by a municipality as a municipal manager or as a manager directly accountable to a municipal manager.
Employer	-	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;

- 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.

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

- 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.
- 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.

3. Commencement and Duration

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

- 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 (KPA's) (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 KPA's and Core Competency Requirement (CCRs), with a weighting of 80:20 allocated to the KPA's 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 KPA's 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 KPA's 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:

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	10
	• Diversity Management	
	• Employee Relations Management	
	• Negotiation and Dispute Management	
Programme and Project Management	• Program and Project Planning and Implementation	40
	• Service Delivery Management	
	• Program and Project Monitoring and Evaluation	
Financial Management	• Budget Planning and Execution	20
	• Financial Strategy and Delivery	
	• Financial Reporting and Monitoring	
Change Leadership	• Change Vision and Strategy	10
	• Process Design and Improvement	
	• Change Impact Monitoring and Evaluation	
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:

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

7.1.2. The said report from the Employee must be made available to the Employer within **(5) five 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 fourteen (14) 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 time-frames 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 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.

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

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	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					

		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:

- 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	2020
Second quarter	:	October – December:	20	January	2021
Third quarter	:	January – March	21	April	2021
Fourth quarter	:	April- June:	21	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.

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

- 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.

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.


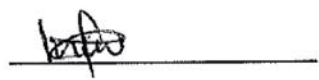
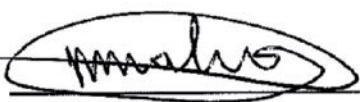
15. General

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.

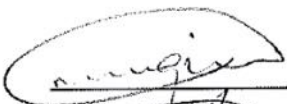
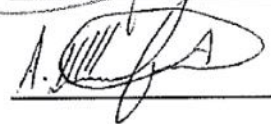

- 15.2. Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his Contract of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at Dutywa on this 01 day of July 2020.

AS WITNESSES :

1. 
 2.  
 MUNICIPAL MANAGER

AS WITNESSES :

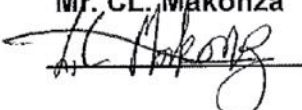
1. 
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 SENIOR MANAGER:
 INFRASTRUCTURE

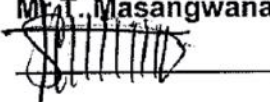
APPENDIX 1

**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 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 HOD)

Unit : PMU
 Title : PMU Manager
 Name & Surname : Mr. CL. Makonza
 Signature :  Date : 01/07/2020

Unit : ROADS
 Title : Roads Maintenance Manager
 Name & Surname : Mr. T. Masangwana
 Signature :  Date : 01/07/2020

MBHASHI LOCAL MUNICIPALITY

KPA 2: SERVICE DELIVERY AND INFRASTRUCTURE DEVELOPMENT 40%

FOCUS AREA	OBJECTIVE	OBJ No.	STRATEGY	PROJECT OR	IND No.	BASELINE	B2B	ANNUAL BUDGET	ANNUAL TARGET	QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4	RESPONSIBLE OFFICIAL	MP No
										1	2	3	4		
										EVIDENCE TO BE SUBMITTED	EVIDENCE TO BE SUBMITTED	EVIDENCE TO BE SUBMITTED	EVIDENCE TO BE SUBMITTED		
										1. Copy of designs and prepare a Technical Report signed by consultant 2. Expenditure report	1. Signed TOR by SM 2. Expenditure report 2.4.12.14- (new)	1. Signed quarterly report by SM 2. Consultant's report with pictures 3. Financial report	1. Practical completion certificate 2. Expenditure report	1. Final completion certificate for wards 17.7.25 and 28	
Infrastructure and Service delivery	To develop, maintain and upgrade quality infrastructure by 2022	SD 1	By construction of new gravel roads to key basic services and amenities.	Construction of new gravel roads constructed in each ward (2.4.12.14)	SD 1.1	799	Service Delivery	R13 155 673.00	5 km's of new gravel roads constructed in each ward (2.4.12.14)	R2 409 925.56	R3 124 871.04	R4 220 150.99	R3 401 725	SM: Infrastructure	19
				Completion of existing km's of gravel roads (Multi year project completed from 19/20 in ward 26)	SD1.1.1			R5 063 739.00	2km's of gravel road completed in ward 26	R4 453 935.75	R0	R0	R0	SM: Infrastructure	20
				Completion of existing km's of gravel roads (Multi year project completed in each ward - (wards - 17.7.25,28) 20/21)	SD 1.1.2			R12 820 397.00	5km's of gravel roads completed in each ward (17.7.25,28)	R6 333 258.05	R2 487 139	R0	R2 030 000	SM: Infrastructure	21

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By paving square metres in identified areas	Paving	Number of square metres of roads paved at (wards 1,13,25)	SD 1.5	10000 m ²	R4 200 000	4000m ² of roads paved at (wards 1,13,25)	Terms of reference	R0	1. Signed TOR by consultant 1,13,25)	1000 m ² of paved areas (wards 1,13,25)	R1 050 000	1. Signed quarterly report by Engineer and SM 2. Before and after pictures 3. Site minutes 4. Attendance register 5. Financial report	1500 m ² of paved areas (wards 1,13,25)	R1 575 000	1. Signed quarterly report by Engineer and SM 2. Before and after pictures 3. Site minutes 4. Attendance register 5. Financial report	1500m ² of paved areas (wards 1,13,25)	R1 575 000	1. Signed quarterly report by Engineer and SM 2. Before and after pictures 3. Site minutes 4. Attendance register 5. Financial report	SM: Infrastructure	25
By providing grid or non-grid energy to qualifying households	Shitini and Nienbakaz assisted with provision of grid or alternative energy at (ward 24,27)	Number of households assisted with provision of grid or alternative energy at (ward 24,27)	SD 1.5	35309	R6 480 000	360 households assisted with grid or alternative energy at (ward 24,27)	Technical Design report and Terms of reference	R810 000	1. Signed quarterly report by consultant and SM 2. Signed TOR by consultant and expenditure report	Site Establishment	R1 620 000	1. Signed quarterly report by SM 2. Consultant's report with pictures 3. Financial report	Digging of holes and Planting of poles	R2 025 000	1. Signed quarterly report by SM 2. Consultant's report with pictures 3. Financial report	360 households connected at 100%	R2 025 000	1. Signed quarterly report by SM 2. Consultant's report with pictures 3. Financial report	SM: Infrastructure	26
Continuation of 19/20 projects	Number of households assisted with provision of grid or alternative energy at (ward 14,27)	SD 1.5.1			R10 877 974	658 households assisted with provision of grid or alternative energy at (ward 14,27)	Installation of grid electricity to 329 households	R5 438 987	1. Signed quarterly report by SM 2. Consultant's report with pictures 3. Financial report	Installation of grid electricity to 329 households	R5 438 987	1. Signed quarterly report by SM 2. Consultant's report with pictures 3. Financial report	N/A	R0	N/A	N/A	R0	N/A	SM: Infrastructure	27

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By upgrading of street lights in all towns in Xhoma	Number of street lights upgraded in Xhoma	SD 1.7	610			R1 040 000	40 street lights upgraded in Xhoma	Develop of Terms of reference	R736 000	Signed TOR by consultant	Procurement of material	R368 000	1. Delivery note 2. Expenditure report 3. Establishment, Digging of holes and planting of poles	R368 000	1. Signed quarterly report by consultant and SM 2. Before and after pictures 3. Site minutes 4. Attendance register 5. Financial report	Upgrade of 20 street lights	R368 000	1. Practical completion certificate 2. Expenditure report	SM: Infrastructure	28
By maintaining street lights in all towns	% of street lights maintained as per the assessment (Wards 1, 13, 25)	SD 1.8	610			R2 000 000	100% street lights maintained as per the assessment (Wards 1, 13, 25)	100% street lights maintained as per the assessment (Wards 1, 13, 25)	R500 000	1. Signed quarterly report by Electrician and SM 2. Financial report and assessment 3. Assessment report	100% street lights maintained as per the assessment (Wards 1, 13, 25)	R500 000	1. Signed quarterly report by Electrician and SM 2. Financial report and assessment 3. Assessment report	R500 000	1. Signed quarterly report by Electrician and SM 2. Financial report and assessment 3. Assessment report	100% street lights maintained as per the assessment (Wards 1, 13, 25)	R500 000	1. Signed quarterly report by Electrician and SM 2. Financial report and assessment 3. Assessment report	SM: Infrastructure	29
By construction of sport facilities in ward 25	Number of Sport facilities constructed in ward 25	SD1.9	0			R7 145 387	1 Sport facility constructed ward 25	Softball court completed	R2 002 770.52	1. Signed quarterly report by consultant and SM 2. Before and after pictures 3. Site minutes 4. Attendance register 5. Financial report	Netball court and Tennis Completed	R3 261 706.41	1. Signed quarterly report by consultant and SM 2. Before and after pictures 3. Site minutes 4. Attendance register 5. Financial report	R1 880 910.25	1. Practical completion certificate 2. Financial report	N/A	R0	N/A	SM: Infrastructure	30

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Construction of sport facilities and soccer pitch constructed (ward 13)	Number of bulk earthworks and soccer pitch constructed (ward 13)	SD 1.9.1	
Construction of sport facilities and soccer pitch constructed (ward 1)	Number of bulk earthworks and soccer pitch constructed (ward 1)	SD 1.9.2	
Construction of Dutch community halls ward 21	Number of community hall completed in ward 21	SD 1.10	55
Construction of roof structure in ward 20 community hall	Number of roof structure in ward 20 community hall	SD 1.10.1	

R3 273 525	Bulk earthworks and soccer pitch constructed ward 13	Develop a Technical Report	Signed report by Consultant and expenditure report	Develop Terms of reference	R0	1. Signed Terms of reference by consultant	Site establishment and site clearance ward 13	R1 655 620.73	Signed quarterly report by SM, Consultant report with pictures and financial report	Bulk earthworks completed	R1 160 539.50	1. Signed quarterly report by SM	SM: Infrastructure	31
R2 596 104	1 Bulk earthworks and soccer pitch constructed ward 1	Develop a Technical Report	Signed Technical report by Consultant and expenditure report	Develop Terms of reference	R0	Signed Terms of reference by consultant	Site establishment and site clearance ward 1	R1 655 620.73	1. Signed quarterly report by SM	Bulk earthworks completed	R882 717.50	1. Signed quarterly report by SM	SM: Infrastructure	32
R1 577 567	1 Community hall completed in ward 21	Practical completion	1. Practical completion certificate	Final Completion	R252 178.00	Final Completion Certificate and expenditure	N/A	R0	N/A	N/A	R0	N/A	SM: Infrastructure	33
R3 159 826	Roof structure constructed in ward 20	Developing TOR	Signed TOR by consultant	Site Establishment	R412 921	1. Signed quarterly report by SM	Installation of steel structure	R1 204 530.00	1. Signed quarterly report by SM	Construction of roof structure	R1 204 530.00	1. Signed quarterly report by SM	SM: Infrastructure	34

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Enterprises support SME and enterprise development	To develop and capacitate enterprises by 2022	LED 5	By assessing with development of economic infrastructure	Hawker stalls	Number of stalls installed at Duvwa, Xhocha and Galyana	LED 5.1	85		R150 000.00	60 hawkers stalls installed at Duvwa, Xhocha and Galyana	Conduct Assessment on hawkers stalls to be installed at Duvwa	R150 000	1. Assessment report signed by SM 2. Expenditure report	Conduct Assessment on hawkers stalls to be installed at Galyana	R0	Assessment report signed by SM	Conduct Assessment on hawkers stalls to be installed at Xhocha	R0	Assessment report signed by SM	Installation of 60 hawkers stalls	R0	1. Report signed by SM 2. Pictures	SM: Infrastructure	51
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KPA 5: GOOD GOVERNANCE AND PUBLIC PARTICIPATION - 20%

Government	To ensure clean and accountable governance in the municipality by 2022	GSP 1	By identifying, assessing managing and monitoring fraud and risk exposure to the institution	Strategic and Operational Risk registers (Fraud, Risk, ICT and Strategic) submitted to the Risk management committee	Number of updated registers	GSP 1.1	9 risk registers	Good governance	R120 000	9 updated quarterly risk registers (fraud, ICT, operational, risk registers (e) and 1 Strategic Risk register submitted to the Risk management committee)	Risk assessment and update of risk registers operational, fraud, strategic and ICT	R40 000	1. Risk management report for previous quarter signed by SM/Risk champion 2. Agenda for the meeting 3. Attendance register 4. Updated previous quarter risk registers	Risk assessment and update of risk registers operational, fraud, strategic and ICT	R40 000	1. Risk management report for previous quarter signed by SM/Risk champion 2. Agenda for the meeting 3. Attendance register 4. Updated previous quarter risk registers	Risk assessment and update of risk registers operational, fraud, strategic and ICT	R0	1. Risk management report for previous quarter signed by SM/Risk champion 2. Agenda for the meeting 3. Attendance register 4. Updated previous quarter risk registers	Risk assessment and update of risk registers operational, fraud, strategic and ICT	R0	1. Risk management report for previous quarter signed by SM/Risk champion 2. Agenda for the meeting 3. Attendance register 4. Updated previous quarter risk registers	SM: Infrastructure	79
			By conducting the development of Audit Action Plan	Audit action plan	Number of reports submitted to Audit Committee for progress on implementation of Audit Action Plan	GSP 1.2	2018/19 Action plan		R0	4 reports submitted to Audit Committee and Council on implementation of Audit Action Plan	2018/19 audit action plan implementation report submitted to the AC	R0	Signed progress report by MM, Audit Committee minutes/minutes submitted to the AC	2018/19 audit action plan implementation report submitted to the AC	R0	Signed progress report by MM, Audit Committee minutes/minutes submitted to the AC	2019/20 audit action plan implementation report submitted to the AC	R0	Signed progress report by MM, Audit Committee minutes/minutes submitted to the AC	2019/20 audit action plan implementation report submitted to the AC	R0	Signed progress report by MM, Audit Committee minutes/minutes submitted to the AC	SM: Infrastructure	80

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To ensure compliance with legislation as per section 11 (3) (a) of Municipal Systems Act	GSP 2	By developing and reviewing institutional policies, strategies, plans and by-laws	Development of strategies and plans	Number of strategies developed	GSP 2.3	15	Good governance	R 0	4 strategies developed	N/A	R 0	N/A	Develop a situational analysis report on the strategies plans to be developed	R 0	1. Signed situational analysis report by SM 2. Proof of inputs by relevant stakeholders	Submit (4) draft strategies/ plans to the council. (Five year strategic plan, Revenue Enhancement Strategy, Wellness strategy and Training and Development Strategy.	R 0	1. Copies of the draft Strategies/ Plans 2. Proof of submission to Council (Five year strategic plan, Revenue Enhancement Strategy, Wellness strategy and Training and Development Strategy.	Submitting (4) final draft strategies/ plans to the council	R 0	Submitted final strategies/ plans to the council	SM Infrastructure	90

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PERSONAL DEVELOPMENT PLAN

NAME: ZUKILE MSIPHA
 JOB TITLE: SENIOR MANAGER: INFRASTRUCTURE SERVICES
 EMPLOYER: MBHASHE LOCAL MUNICIPALITY
 FINANCIAL YEAR: 2020/21

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

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Z Msipha

SM: Infrastructure

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M Nako

Municipal Manager