

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 2021 – 30 June 2022

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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;

**SENIOR MANAGER INFRASTRUCTURE PERFORMANCE AGREEMENT 1 JULY
2021-30 JUNE 2022**

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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**

- 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),

SENIOR MANAGER INFRASTRUCTURE PERFORMANCE AGREEMENT 1 JULY 2021-30 JUNE 2022

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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 2021 and will remain in force until 30 June 2022, 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.

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3.2. The parties will review the provisions of this Agreement during June each year.

The parties will conclude a new Performance Agreement that replaces the previous Agreement at least once a year within one month after the commencement of the new financial year.

3.3. This Agreement will terminate on the termination of the Employee's Contract of Employment for any reason.

3.4. If at any time during the validity of this Agreement the work environment alters to the extent that the contents of this Agreement are no longer appropriate, the contents must, by mutual agreement between the parties, immediately be revised.

4. Performance Plan

4.1. By their signatures hereunder, the Parties hereby accept the Performance Plan as documented below, as the basis upon which performance will be monitored and measured.

4.2. The performance Plan consists of the following areas, forming separate Paragraphs to this Agreement:

4.2.1 Performance objectives – set out under paragraph 5;

4.2.2 Performance management systems – set out under paragraph 6;

4.2.3 Evaluation of performance – set out paragraph 7;

4.2.4 Annual performance appraisal – set out under paragraph 8;

4.2.5 Schedule of performance reviews – set out under paragraph 9;

4.2.6 Personal development requirements – set out under paragraph 10.

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5. Performance objectives

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

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

And

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

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

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

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

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

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

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

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

6. Performance Management System

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

**SENIOR MANAGER INFRASTRUCTURE PERFORMANCE AGREEMENT 1 JULY
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6.2 The Employee accepts that the purpose of the performance management system is to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standard required.

6.3 The Employer will consult the Employee in respect of any specific performance standards that will be included in the performance management system that are applicable to the Employee.

6.4 The Employee undertakes to actively focus towards the promotion and Implementation of the Key Performance Areas (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	05
Local Economic Development (LED)	05
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

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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	13
	• Institutional Performance Management	
	• Strategic Planning and Management	
	• Organisational Awareness	
People Management	• Human Capital Planning and Development	7
	• Diversity Management	
	• Employee Relations Management	
	• Negotiation and Dispute Management	
Programme and Project Management	• Program and Project Planning and Implementation	40
	• Service Delivery Management	
	• Program ad 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	6
	• Process Design and Improvement	
	• Change Impact Monitoring and Evaluation	
Governance Leadership	• Policy Formulation	4
	• Risk and Compliance Management	
	• Cooperative Governance	
Core Competencies:		
Moral Competence		10
Planning and Organising		
Analysis and Innovation		
Knowledge and Information Management		
Communication		
Results and Quality focus		
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 Mbhashe 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

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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

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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;

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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.	
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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 Committee/ (Portfolio head)
- 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	2021
Second quarter	:	October – December:	20	January	2021
Third quarter	:	January – March	21	April	2022
Fourth quarter	:	April- June:	21	July	2022

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.

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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;

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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

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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

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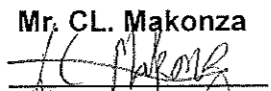
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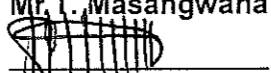
APPENDIX 1

**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 : 20 July 2021__

Unit : ROADS
 Title : ROADS Manager
 Name & Surname : Mr. T. Masangwana
 Signature :  Date : 20 July 2021__

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.

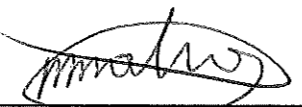
Thus done and signed at **Dutywa** on this 20th day of July 2020.

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AS WITNESSES :

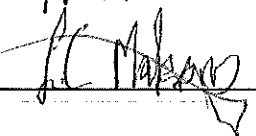
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MUNICIPAL MANAGER

AS WITNESSES :

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SENIOR MANAGER:
INFRASTRUCTURE

MBHASHE LOCAL MUNICIPALITY

KPA 1: MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT 5%

FOCUS AREA	OBJECTIVE	OBJ No	STRATEGY	PROJEC	INDICATOR	IND No	BASELINE	B2B	ANNUAL BUDGET	ANNUAL TARGET	QUARTER 1			QUARTER 2			QUARTER 3			QUARTER 4			RESPONSIBLE OFFICIAL	KPI No
											MILESTONE	BUDGET	EVIDENCE TO BE SUBMITTED	MILESTONE	BUDGET	EVIDENCE TO BE SUBMITTED	MILESTONE	BUDGET	EVIDENCE TO BE SUBMITTED	MILESTONE	BUDGET	EVIDENCE TO BE SUBMITTED		
Performance Management	To ensure monitoring and evaluation of IDP to improve institutional performance by June 2022	MTI 3	By coordinating performance reporting, monitoring and evaluation	Performance Management	Number of consolidated institutional reports on individual performance reviews submitted to Municipal Manager	MTI 3.1		Building Institutional resilience and administrative Capability	R100,000	4 consolidated institutional reports on individual performance submitted to Municipal Manager	1 consolidated institutional report on individual performance submitted to Municipal Manager	R25,000	1. Signed assessment report by Municipal Manager	1 consolidated institutional report on individual performance submitted to Municipal Manager	R25,000	1. Signed assessment report by Municipal Manager	1 consolidated institutional report on individual performance submitted to Municipal Manager	R25,000	1. Signed assessment report by Municipal Manager	1 consolidated institutional report on individual performance submitted to Municipal Manager	R25,000	1. Signed assessment report by Municipal Manager	SM Infra	6

KPA 2: SERVICE DELIVERY AND INFRASTRUCTURE DEVELOPMENT 60%

Infrastructure and Service Delivery	To construct, maintain and upgrade quality infrastructure by June 2022	SD 1	By constructing new access roads to public, Local Economic Development facilities and amenities.	Construction of new gravel roads	Number of kms of new gravel access roads constructed in the following wards: 22, 30, 19, 11, 29 & 8	SDI 1.1	799		R26,740,936	20,5kms of new gravel access roads constructed in the following wards: 22 - 2.6km, 30 - 4km, 19 - 2.2km, 11 - 2.8km, 29 - 2.3km, 8 - 6.6km	Site Establishment 22, 30, 19, 11, 29, 8	R8,913,645.00	Signed quarterly report by SM and by consultant for ward 30, 19, 29 & 8 and signed report by SM for ward 22 & 11 minutes (before & after pictures) with attendance register and expenditure report	Earthworks completed in each ward 22, 30, 9, 11, 29 and 8	R8,913,645.00	Signed quarterly report by SM and by consultant for ward 30, 9, 29 & 8 and signed report by SM for ward 22 & 11, site minutes (before & after pictures) with attendance register and expenditure report	Practical Completion in each ward 22, 30, 9, 11, 29, 8	R8,913,645.00	Practical Completion Certificate in 22, 30, 9, 11, 29 and 8	N/A	R0	N/A	SM Infra	15
				Construction of River view to Langeni access road	Number of km's of bulk earthworks constructed at ward 13	SDI 1.1.1			R11,690,270	4km's of bulk earthworks constructed at ward 13	Site Establishment at ward 13	R292,256.75	Signed quarterly report by SM and by consultant for ward 13, minutes (before & after pictures) with attendance register and expenditure report	Earthworks in construction ward 13	R292,256.75	Signed quarterly report by SM and by consultant for ward 13, site minutes (before & after pictures) with attendance register and expenditure report	Continuation of Earthworks in Construction ward 13	R292,256.75	Signed quarterly report by Consultant and SM, site minutes (before & after pictures) with attendance register and expenditure report for ward 13	Earthworks completed in ward 13	R292,256.75	Signed quarterly report by Consultant and SM, site minutes (before & after pictures) with attendance register and expenditure report for ward 13	SM Infra	16
				Completion of existing gravel roads	Number of Km's of access roads completed in each ward 2, 4, 12, 14 and 28	SDI 1.1.2			R2,574,685	5Kms of access roads completed in each ward 2, 4, 12, 14 and 28	Report on the outstanding works on constructed roads (snags) for ward 2, 4, 12 and 28	R991,554.36	Signed report by SM and Consultant for ward 2, 4, & 12 and 28 expenditure report	Final Completed ward 14 & 28	R591,576	Final Completion ward 14 & 28	Final completion 2, 4 and 12	R991,554.36	Final completion certificate for ward 2, 4, & 12	N/A	R0	N/A	SM Infra	17
			By maintaining gravel roads and storm water facilities	Gravel road and storm water maintenance	Number of kms of gravel roads with storm water facilities maintained in each unit (Gatyana, Xhora and Dutywa)	SDI 1.2			R13,032,225	100kms of gravel roads with storm water facilities maintained in each unit (Gatyana, Xhora and Dutywa)	25km of gravel road maintained in each unit (Gatyana, Xhora and Dutywa)	R3,258,056.25	Signed quarterly report by SM, site minutes with attendance register (before & after picture) expenditure report	25km of gravel road maintained in each unit (Gatyana, Xhora and Dutywa)	R3,258,056.25	Signed quarterly report by SM, site minutes with attendance register (before/during & after picture) expenditure report	25km of gravel road maintained in each unit (Gatyana, Xhora and Dutywa)	R3,258,056.25	Signed quarterly report by SM, site minutes with attendance register (before, during & after picture) expenditure report	25km of gravel road maintained in each unit (Gatyana, Xhora and Dutywa)	R3,258,056.25	Signed quarterly report by SM, site minutes with attendance register (before, during & after picture) expenditure report	SM Infra	18
			By upgrading storm water culverts and channels	Upgrading of storm water facilities	Number of storm water culverts and channels upgraded in each unit (Gatyana, Xhora and Dutywa)	SDI 1.3	10		R600,000	12 storm water culverts crossings and 12 channels upgraded in each unit (Gatyana, Xhora and Dutywa)	3 storm water culverts crossings in each unit and 3 channels upgraded in each unit (Gatyana Xhora and Dutywa)	R200,000.00	Signed quarterly progress report with pictures by S.M. Site Minutes and attendance register	3 storm water culverts crossings in each unit and 3 channels upgraded in each unit (Gatyana Xhora and Dutywa)	R100,000	Signed quarterly progress report with pictures by S.M. Site Minutes and attendance register	3 storm water culverts crossings in each unit and 3 channels upgraded in each unit (Gatyana Xhora and Dutywa)	R150,000	Signed quarterly progress report with pictures by S.M. Site Minutes and attendance register	3 storm water culverts crossings in each unit and 3 channels upgraded in each unit (Gatyana Xhora and Dutywa)	R150,000	Signed quarterly progress report with pictures by S.M. Site Minutes and attendance register	SM Infra	19

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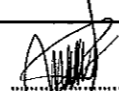
				By Maintaining Surfaced roads	Surface roads maintainanc e	% of surfaced road maintained as per the assessment report in each unit (Gatyana, Xhorha and Dutywa)	SD 1.4	1862.49kms		R2,000,000	100% of surfaced roads maintained as per assessment report in each unit (Gatyana, Xhorha and Dutywa)	100% of surfaced road maintained as per the assessment report in each unit (Gatyana Xhorha and Dutywa)	R500,000.00	Signed quarterly progress report with pictures by S.M. Site Minutes, signed assessment report and attendance report	100% of surfaced road maintained as per the assessment report in each unit (Gatyana Xhorha and Dutywa)	500000	Signed quarterly progress report with pictures by S.M. Site Minutes, signed assessment report and attendance report	100% of surfaced road maintained as per the assessment report in each unit (Gatyana Xhorha and Dutywa)	500000	Signed quarterly progress report with pictures by S.M. Site Minutes, signed assessment report and attendance report	100% of surfaced road maintained as per the assessment report in each unit (Gatyana Xhorha and Dutywa)	500000	Signed quarterly progress report with pictures by S.M. Site Minutes, signed assessment report and attendance report	SM Infra	20
				By paving square metres in identified areas	Paving of side walks	Number of square meters paved at each town (Gatyana Xhorha and Dutywa)	SD 1.5	10000 m2		R4,200,000	2000m2 paved at Dutywa and 1000m2 paved at Gatyana and Xhorha	Site establishment in each town (Gatyana Xhorha and Dutywa)	R200,000.00	Signed quarterly progress report with pictures by S.M. Site Minutes and attendance register	750m2 paved at Dutywa and 500m2 paved at Gatyana and Xhorha	R850,000	Signed quarterly progress report with pictures by S.M. Site Minutes and attendance register	750m2 paved at Dutywa and 250m2 paved at Gatyana and Xhorha	R1,575,000	Signed quarterly progress report with pictures by S.M. Site Minutes and attendance register	500m2 paved at Dutywa and 250m2 paved at Gatyana and Xhorha	1575000	Signed quarterly progress report with pictures by S.M. Site Minutes and attendance register	SM Infra	21
				By maintaining solar systems to qualifying households	Maintainanc e of solar system	% of solar systems maintained at ward 19 as per assessment report	SD 1.6	35309		R500,000	100% solar systems maintained at ward 19 as per the assessment report	100% solar systems maintained as per the assessment report Wards19	R500,000.00	Signed report by SM and Consultant on maintenance of solar systems. Signed	N/A	R0	N/A	N/A	R0	N/A	N/A	R0	N/A	SM Infra	22
				By upgrading street lights in all towns	Upgrade of street lights	Number of street lights upgraded in Ward 01	SD 1.7	610		R2,000,000	50 street lights upgraded in ward 1	Site establishment	1000.00	Signed q progress report with pictures by Consultant and SM. Site Minutes and attendance register and expenditure report	30 streetlights Pole plantation and cabling	R700,000	Signed quarterly progress report with pictures by Consultant and SM. Site Minutes and attendance register and expenditure report	20 streetlights Pole plantation and cabling	R600 000	Signed quarterly progress report with pictures by Consultants and S.M. Site Minutes and attendance register and expenditure report	Practical completion	R500 000	Practical completion certificate	SM Infra	23
				By maintaining street lights in all towns	Maintanance of street lights	% of street lights and high mast lights maintained as per the assessment report at Dutywa, Gatyana and Xhorha	SD 1.8	610		R2,000,000	100% street lights and high mast lights maintained as per the assessment report at Dutywa , Gatyana and Xhorha	100% street lights and high mast lights maintained as per the assessment report at Dutywa , Gatyana and Xhorha	R500 000	Signed quarterly progress report by SM	100% street lights and high mast lights maintained as per the assessment report at Dutywa , Gatyana and Xhorha	R500 000	Signed quarterly progress report by S.M.	100% street lights and high mast lights maintained as per the assessment report at Dutywa , Gatyana and Xhorha	R500 000	Signed quarterly progress report by S.M.	100% street lights and high mast lights maintained as per the assessment report at Dutywa , Gatyana and Xhorha	R500 000	Signed quarterly progress report by S.M.	SM Infra	24
				By constructing Sport facilities	Construction of Xhorha sport facility	Number of bulk earthworks and soccer pitch constructed at (ward 13)	SD 1.9	0		R11,772,624	1 Bulk earthworks and soccer pitch constructed at (ward 13)	N/A	R0	N/A	N/A	R0	N/A	Site Establishment	R3,450,987.00	Signed quarterly report with pictures by consultant and SM, site minutes with attendance register and expenditure report	Bulk Earthworks and Soccer pitch completed constructed at ward 13	R8,321,636.62	Signed quarterly report with pictures by consultant and SM, site minutes with attendance register and expenditure report	SM Infra	25
					Construction of Dutywa sport facility	Number of bulk earthworks and soccer pitch constructed at (ward 1)	SD 1.9.1			R2,000,000	1 Bulk earthworks and soccer pitch constructed at (ward 1)	N/A	R0	N/A	N/A	R0	N/A	N/A	R0	N/A	1 Bulk earthworks and soccer pitch constructed at (ward 1)	R2,000,000	Signed report by SM and consultant with pictures, Site minutes and attendance register	SM Infra	26
					Construction of Gatyana sport facility	Number of sport field constructed (ward 25)	SD 1.9.2			R12,586,137	1 Sport field constructed ward 25	Practical Completion	R 1,246,175.53	Practical completion certificate	Final Completion	R 4,690,657.46	N/A	N/A	R0	N/A	N/A	N/A	N/A	SM Infra	27

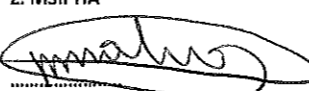
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				Upgrading of Ngumbela Sports facility (ward 02)	Number of bulk earthworks upgraded (ward 02 Ngumbela)	SD 1.9.3			R7,000,000	Bulk earthworks at ward 02 (Ngumbela)	N/A	R 0	N/A	Site Establishment	R 2,216,666.66	Signed Progress report by Consultant & SM, site handover minutes with pictures & attendance register	Earthworks completed	R 2,216,666.66	Signed quarterly report with pictures by consultant and SM; site minutes with attendance register and expenditure report	Practical completion	R 2,216,666.66	Signed quarterly report with pictures by consultant and SM, site minutes with attendance register and expenditure report	SM Infra	28
			By constructing community halls	Construction of Manganyela Community Hall	Number of community halls constructed at ward 20	SD 1.10	56		R515,689	1 Community hall constructed at ward 20	Practical completion of ward 20	R257844,48	Practical completion certificate	Final completion	R257844,48	Final completion certificate	N/A	R0	N/A	N/A	R0	N/A	SM Infra	29
			By constructing Municipal offices	Construction of municipal offices	Number of municipal offices completed at Ward 1	SD 1.11	4		R4,000,000	1 Municipal office installed at Ward 1	Report on the outstanding works on completed municipal building (snags) for ward 1	R2,100,000	Signed report by SM and Consultant for ward 1 and expenditure report	N/A	R0	N/A	Final completion	R1,900,000	Final completion certificate	N/A	R0	N/A	SM Infra	30
KPA 3: LOCAL ECONOMIC DEVELOPMENT 5%																								
Enterprise support SMME and development	To develop and capacitate enterprises by 2022	LED 5	By assisting with development of local economic development infrastructure	Hawker support	Number of hawker stalls installed (Dutywa-40, Xhosa-20 and Gatyana-20)	LED 5.1	85		R150,000	80 Hawker stalls installed at (40 Dutywa, 20 Xhosa and 20 Gatyana)	N/A	R0	N/A	N/A	R0	N/A	40 Hawker stalls installed at Dutywa	R75,000	Signed quarterly progress report by S.M. and Happy letters	20 Hawker stalls installed in each town Gatyana and Xhosa	R75,000	Signed quarterly progress report by S.M. and Happy letters	SM Infra	43
KPA 4: MUNICIPAL FINANCIAL VIABILITY 10%																								
Expenditure Management	Efficient, cost-effective and transparent Supply Chain Management system by 2022.	MFV 5	Capital grant	Financial Management Grant	% expenditure of conditional grants received.	MFV 5.2	100% in 2020/21		R78,709,000	100% expenditure on conditional Grants received	100% expenditure on conditional grants allocated this quarter as per the business plan/Cash Flows	R19,677,250	1. Report on conditional grant expenditure signed by SM 2. Grant Expenditure Reports submitted to Management	100% expenditure of operational budget allocated this quarter as per the business plan/Cash Flows	R19,677,250	1. Report on conditional grant expenditure signed by SM 2. Grant Expenditure Reports submitted to Management	100% expenditure of operational budget allocated this quarter as per the business plan/Cash Flows	R19,677,250	1. Report on conditional grant expenditure signed by SM 2. Grant Expenditure Reports submitted to Management	100% expenditure of operational budget allocated this quarter as per the business plan/Cash Flows	R19,677,250	1. Report on conditional grant expenditure signed by SM 2. Grant Expenditure Reports submitted to Management	SM Infra	64
Asset Management	To manage, control and maintain all assets of the municipality by 2022	MFV 6	By allocating budget provision for repairs and maintenance of assets to be in line with NT norms	GRAP Compliant Asset Register	% of the operational budget allocated for repairs and maintenance	MFV 6.1	8% of operational budget allocated for repairs and maintenance	Sound financial management	R28,323,000	8% of the operational budget allocated for repairs and maintenance	2% expenditure of the operational budget on R&M	R7,080,750	2% expenditure of the operational budget on R&M	2% expenditure of the operational budget on R&M	R7,080,750	2% expenditure of the operational budget on R&M	2% expenditure of the operational budget on R&M	R7,080,750	2% expenditure of the operational budget on R&M	2% of the operational budget spent on repairs and maintenance	R7,080,750	Quarterly budget vs Actual report reflecting spending on repairs and maintenance	SM Infra	66
KPA 5: GOOD GOVERNANCE AND PUBLIC PARTICIPATION 20%																								
Governance	To ensure clean and accountable governance in the municipality by June 2022	GGP1	By identifying, assessing, managing, monitoring & reporting fraud and risk exposure to the institution	Risk Management- Strategic and Operational Risk registers	Number of updated risk registers (Fraud, ICT, Operational, National Disaster Covid-19 and Strategic) submitted to the Risk Management Committee	GGP 1.1	9 risk registers	Good governance	R60,000	10 updated risk registers (Fraud, ICT, operational risk registers (6), National Disaster Covid-19 and 1 Strategic risk register) submitted the Risk Management Committee	Risk assessment and update of risk registers operational, fraud, strategic, National Disaster COVID19 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, National Disaster COVID19 and ICT	R5,000	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, National Disaster COVID19 and ICT	R5,000	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, National Disaster COVID19 and ICT	R10,000	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	SM Infra	68

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			By developing 2020/2021 audit action plan consisting of previous unresolved audit findings on AGSA report	Audit action plan	Number of 2020/2021 audited reports submitted to audit committee and Council for progress on implementation of audit action plan	GGP 1.2			R0	4 2021/2022 audited reports submitted to audit committee and Council for progress on implementation of audit action plan	1 audited report submitted to audit committee and Council for progress on implementation of audit action plan	R0	Signed progress report by MM, Audit Committee minutes/resolution register and Council agenda/council minutes/ council resolution	1 audited report submitted to audit committee and Council for progress on implementation of audit action plan	R0	Signed progress report by MM, Audit Committee minutes/resolution register and Council agenda/council minutes/ council resolution	1 audited report submitted to audit committee and Council for progress on implementation of audit action plan	R0	Signed progress report by MM, Audit Committee minutes/resolution register and Council agenda/council minutes/ council resolution	1 audited report submitted to audit committee and Council for progress on implementation of audit action plan	R0	Signed progress report by MM, Audit Committee minutes/resolution register and Council agenda/council minutes/ council resolution	SM Infra	69
	To ensure compliance with legislation as per section 11 (3) (a) of Municipal Systems Act	GGP 2	By developing and reviewing Institutional policies, strategies, plans and by-laws	Development of Policies	Number of reviewed policies as follows: Corporate Services-43, Operations-7, BTO-25, Community Services-16, Developmental Planning-12 and Infrastructure-3	GGP 2.4	71	Good governance	R950,000	3 reviewed policies	N/A	R0	N/A	N/A	R0	N/A	Submit draft reviewed policies to the council (3)	R150,000	1. Copies of the draft reviewed policies 2. Proof of submission to Council	Submitting of the reviewed policies to the council (3)	R800,000	Final reviewed policies	SM Infra	80
Inter-Governmental Relations	To strengthen and ensure coordination of integrated and joint planning with spheres of government by 2022	GGP 7	To promote learning and sharing with other spheres of government	Learning and Sharing of best practice	Number of programmes or plans shared with other institutions per department (Operations, BTO, Community Services, Developmental Planning, Infrastructure and Corporate Services)	GGP 7.2			R0	1 Programme/ plans shared with other institutions per department (Operations, BTO, Community Services, Developmental Planning, Infrastructure and Corporate Services)	N/A	R0	N/A	N/A	R0	N/A	1 Programme/plan shared with other institutions (Infrastructure)	R0	1. Report signed by the SM 2. Attendance Register	N/A	R0	N/A	SM Infra	92
Public participation	To ensure that all stakeholders participate in the affairs of the municipality by June 2022.	GGP 11	By strengthening community participation	PSC	Number of PSC meetings convened or established (Community Services-8, Developmental Planning-12 & Infrastructure-48)	GGP 11.3		Good governance	R0	48 PSC meetings convened or established	12 PSC meetings held	R0	Minutes and attendance register	12 PSC meetings held	R0	Minutes of the PSC meeting and attendance register	12 PSC meetings held	R0	Minutes of the PSC meeting and attendance register	12 PSC meetings held	R0	Minutes of the PSC meeting and attendance register	SM Infra	106
				Fora Meetings	Number of fora meetings (Community Safety, LCF and Transport) held in 2021/22 FY	GGP 11.4	12	Putting people first	R0	4 fora meetings (Community Safety) held in 2021/22	1 Fora meeting held in this quarter (Community Safety)	R0	1. Report on fora meeting signed by SM 2. Attendance register	1 Fora meeting held in this quarter (Community Safety)	R0	1. Report on fora meeting signed by SM 2. Attendance register	1 Fora meeting held in this quarter (Community Safety)	R0	1. Report on fora meeting signed by SM 2. Attendance register	1 Fora meeting held in this quarter (Community Safety)	R0	1. Report on fora meeting signed by SM 2. Attendance register	SM Infra	107

SIGNED BY: 
Z. MsiPHA

SIGNED BY: 
M NAKO