

**PERFORMANCE AGREEMENT
MADE AND ENTERED INTO BY AND BETWEEN**



**NKONKOBÉ
MUNICIPALITY**

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**NKONKOBÉ LOCAL MUNICIPALITY AS REPRESENTED
BY THE MAYOR,**

ANELE W. NTSANGANI

AND

LUSANDA MENZE

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE PERIOD 01 JULY 2015 TO 30 SEPTEMBER 2015

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The **NKONKOB**E Municipality herein represented by Anele W. Ntsangani in his capacity as **THE MAYOR** (hereinafter referred to as the **Employer** or **Supervisor**)

And **Lusanda Menze** Employee of the Municipality (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 Systems Act") as amended. The Employer and the Employee are hereinafter referred to as "the Parties".
- 1.2 Section 57(1) (b) of the Systems Act, read with the Contract of Employment concluded between the Parties; require the Parties to conclude an annual performance agreement.
- 1.3 The Parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the **Employee** to a set of outcomes that will secure local government policy goals.
- 1.4 The Parties wish to ensure that there is compliance with Sections 57(4A), (4B) and (5) of the Systems Act.
- 1.5 In this Agreement the following words will have the meaning ascribed thereto:
 - "this Agreement" - means the performance agreement between the **Employer** and the **Employee** and the annexures thereto.
 - "the Executive Authority" - means the Mayoral Committee of the Municipality constituted in terms of Section 55 of the Local Government: Municipal Structures Act as represented by its chairperson, the Mayor.
 - "the Senior Manager" – means the Head of Department directly accountable to the Municipal Manager in terms of Section 56(a) of the Local Government: Municipal Systems Act, No 32 of 2000.
 - "the Municipal Manager" – means the Municipal Manager appointed in terms of Section 82 of the Local Government: Municipal Structures Act, No. 117 of 1998.
 - "the Municipality" – means the **Nkonkobe Local Municipality**
 - "the Parties" - means the **Employer** and the **Employee**.

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2. PURPOSE OF THIS AGREEMENT

- 2.1 The Parties agree that the purposes of this Agreement are to:
- 2.1.1. comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Systems Act as well as the contract of employment entered into between the Parties;
 - 2.1.2. specify objectives and targets established for 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 Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
 - 2.1.3. specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
 - 2.1.4. monitor and measure performance against targeted outputs and outcomes;
 - 2.1.5. use the performance agreement as the basis for assessing whether the employee has met performance expectations applicable to his or her job;
 - 2.1.6. appropriately reward the employee in accordance with the Municipality's performance management policy in the event of outstanding performance;
 - 2.1.7. establish a transparent and accountable working relationship; and
 - 2.1.8. give effect to the Municipality's commitment to a performance-orientated relationship with its Employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 Notwithstanding the date of signature this Agreement will commence on the 1st of July 2014 and will remain in force until 30 June 2015 thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between parties for the next financial year or any portion thereof.
- 3.2 The Parties will review the provisions of this Agreement during June each year. The Parties will conclude a new performance agreement including a Performance Plan and Personal Development Plan that replaces this Agreement at least once a year by not later than the 31st of July each year.
- 3.3 The payment of the performance bonus is determined by the performance score obtained during the 4th quarter annual performance assessment as informed by the quarterly performance assessments. Should the Employee be entitled to a bonus, this will be paid out after approval by Council and not later than sixty (60) days thereafter in the Employee's salary for a month that shall be applicable.

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- 3.4 The payment of a performance bonus for the year in which the Employee's contract of employment expires will be done as set out in clause 3.3 and the bonus so determined will be paid to the Employee on the last day of his/her employment or not later than 30 days thereafter.
- 3.5 In the event of the Employee commencing or terminating his services with the Municipality during the validity period of this Agreement, the Employee's performance for the portion of the period referred to in clause 3.1 during which he was employed, will be evaluated and he will be entitled to a pro rata performance bonus based on his evaluated performance and the period of actual service.
- 3.6 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon by the Parties.
- 3.7 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.
- 3.8 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.

4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan in **Annexure A** sets out:
- 4.1.1 the performance objectives and targets which must be met by the Employee; and
 - 4.1.2 the time frames within which those performance objectives and targets must be met.
- 4.2 The Personal Development Plan in **Annexure B** sets out the Employee's personal developmental requirements in line with the objectives and targets of the Municipality.
- 4.3 The Core Management Competencies reflected sets out those management skills regarded as critical to the position held by the Employee.
- 4.4 The performance objectives and targets reflected in **Annexure A** are set by the Municipality in consultation with the Employee and based on the Integrated Development Plan and the budget of the Municipality, and include key objectives, key performance areas, target dates and weightings.
- 4.5 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the time frame in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.6 The Employee's performance will, in addition, be measured in terms of contributions to the development objectives and strategies set out in the Municipality's Integrated Development Plan.

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5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee agrees to participate in the performance management system that the Municipality adopts or introduces for the municipal management and municipal staff of the Municipality.
- 5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the municipal management and municipal staff to perform to the standards required.
- 5.3 The Executive Authority and/or Municipal Manager will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.
- 5.4 The Employee undertakes to actively focus towards the promotion and implementation of his/her Key Performance Areas as set out in **Annexure A** including special projects relevant to the Employee's responsibilities within the local government framework.

6. PERFORMANCE ASSESSMENT

- 6.1 The performance of the Employee will be assessed against the outputs and outcomes achieved in terms of his/her Key Performance Areas (KPAs) as fully described in Annexure A and his/her Core Management Competencies (CMCs) determined at the commencement of this Agreement with a weighting of 80:20 allocated to the KPAs and CMCs respectively. Therefore the KPAs that refer to the main tasks of the Employee account for 80% of his/her assessment while the CMCs make up the other 20% of the Employee's assessment score.
- 6.2 The weightings agreed to in respect of the Employee's KPAs attached as Annexure A are set out in the table below:

KEY PERFORMANCE AREAS (KPAS)	WEIGHT
KPA 1: Service Delivery and Infrastructure Provision	20
KPA 2: Local Economic Development	10
KPA 3: Financial Viability and Management	10
KPA 4: Institutional Development and Transformation	20
KPA 5: Good Governance and Public Participation	20
Total	80

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6.3 The weightings agreed to in respect of the CMCs considered most critical for the Employee's position and further defined in Annexure C are set out in the table below:

CORE COMPETENCY REQUIREMENTS – CCRs		
CORE MANAGERIAL COMPETENCIES (CMC)	CHOICE (X)	WEIGHT
Strategic Capability and Leadership		2
Programme and Project Management		2
Financial Management	compulsory	4
Change Management		
Knowledge Management		
Service Delivery Innovation		
Problem Solving and Analysis		
People Management and Empowerment	compulsory	5
Client Orientation and Customer Focus	compulsory	5
Communication		2
Honesty and Integrity		
TOTAL PERCENTAGE		20

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6.4 The assessment of the performance of the Employee will be based on the following levels for KPAs and CMCs:

LEVEL	TERMINOLOGY	DESCRIPTION
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 expectations	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 fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.
2	Not fully effective	Performance is below the standard required for the job in 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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6.5 To determine which rating on the five-point scale did the Manager achieve for each KPA the following criteria should be used:

Duration of task	- Was the target achieved within the projected time frame?
Level of complexity	- Required problem solving - Reconciling different perceptions - Innovative alternatives used
Cost	- within budget - saving - overspending
Constraints	- Did envisaged constraints materialise? - If so, were steps taken to manage/reduce the effect of the constraint? - If not, did it beneficially affect the completion of the target? - Any innovative/pro-active steps to manage the constraint

6.6 Annexure “B” may be used as the basis for progress discussions by the Municipality.

7. PANEL AND SCHEDULE FOR PERFORMANCE ASSESSMENTS

7.1 An assessment panel consisting of the following persons will be established:

7.1.1 Mayor;

7.1.2 Chairperson of the Performance Audit Committee or the audit committee in the absence of a performance audit committee;

7.1.3 Member of the Mayoral or Executive Committee or in respect of a plenary type municipality, another member of Council

7.1.4 Mayor and/or Municipal Manager from another municipality; and

7.1.5 Member of a Ward Committee

7.2 The performance of the Employee will be assessed in relation to his/her achievement of:

7.2.1 The targets indicated for each KPA in Annexure A; and

7.2.2 The CCRs as defined in clause 6.3 of this agreement

On a date to be determined for each of the following quarterly periods:

1st Quarter (July to September): **October 2015**

2nd Quarter (October to December): **January 2016**

3rd Quarter (January to March): **April 2016**

4th Quarter (April to June): **July 2016**

7.3 Assessments in the first and third quarter may be verbal if the Employee’s performance is satisfactory.

7.4 The Municipality will keep a record of the mid-year and annual assessment meetings.

7.5 The Municipality may appoint an external facilitator to assist with the annual assessment.

8. EVALUATING PERFORMANCE AND MANAGEMENT OF EVALUATION OUTCOMES

8.1 The Employee will submit quarterly performance reports and a comprehensive annual performance report prior to the performance assessment meetings to the Employer

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- 8.2 The Employer will give performance feedback to the Employee after each quarterly and the annual assessment meetings.
- 8.3 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 8.4 At the end of the 4th quarter, the Executive Authority will determine if the Employee is eligible for a performance bonus as envisaged in his/her contract of employment based on the bonus allocation set out in clause 8.11 of this agreement.
- 8.5 The results of the annual assessment and the scoring report of the Employee for the purposes of bonus allocation, if applicable, will be submitted to the Executive Authority for a recommendation to the full Council.
- 8.6 A fully effective assessment score will render the Employee eligible to be considered for a performance related increase (pay progression) as envisaged in his/her contract of employment provided the Employee has completed at least 12 months continuous service with the Municipality at his/her current remuneration package on the 30th of June.
- 8.7 Personal growth and development needs identified during any performance assessment discussion, must be documented in the Employee's Personal Development Plan as well as the action steps and set time frames agreed to.
- 8.8 Despite the establishment of agreed intervals for assessment, the Employer may, in addition, review the Employee's performance at any stage while his/her contract of employment remains in force.
- 8.9 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.
- 8.10 The provisions of Annexure "A" may be amended by the Executive Authority when the Municipality's performance management system is adopted, implemented and/or amended as the case may be subject to clause 5.3.
- 8.11 The evaluation of the employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 8.11.1** A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an 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 -
- (a) a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%;
and
 - (b) a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

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9. OBLIGATIONS OF THE MUNICIPALITY

- 9.1 The Municipality will create an enabling environment to facilitate effective performance by the Employee.
- 9.2 The Employee will be provided with access to skills development and capacity building opportunities.
- 9.3 The Municipality will work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee.
- 9.4 The Municipality will make available to the Employee such resources including employees as the he/she may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this Agreement; provided that it will at all times remain the responsibility of the Employee to ensure that he/she complies with those performance obligations and targets.
- 9.5 The Employee will, at his/her request, be delegated such powers by the Municipality as may in the discretion of the Municipality be reasonably required from time to time to enable him to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

- 10.1 The Employer agrees to consult the Employee within a reasonable time where the exercising of the Employer's powers will –
- 10.1.1 have a direct effect on the performance of any of the Employee's functions;
 - 10.1.2 commit the Employee to implement or to give effect to a decision made by the Employer;
 - 10.1.3 have a substantial financial effect on the Municipality.
- 10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable, to enable the Employee to take any necessary action without delay.

11. CONSEQUENCE OF UNACCEPTABLE OR POOR PERFORMANCE

- 11.1 Where the Employer is, at any time during the Employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the Employer will give notice to the Employee to attend a meeting with the Employer.
- 11.2 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that the Employee's performance becomes satisfactory in accordance with a documented programme, including any dates, for implementing these measures.
- 11.3 The Municipality will provide systematic remedial or developmental support to assist the Employee to improve his/her performance.

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- 11.4 If, after appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer holds the view that the performance of the Employee is not satisfactory, the Municipal Council will, subject to compliance with applicable labour legislation, be entitled by notice in writing to the Employee, to terminate the Employee's employment in accordance with the notice period set out in the his/her contract of employment.
- 11.5 Where there is a dispute or difference as to the performance of the Employee under this Agreement, the Parties will confer with a view to resolving the dispute or difference.
- 11.6 Nothing contained in this Agreement in any way limits the right of the Municipality to terminate the Employee's contract of employment with or without notice for any other breach by the Employee of his obligations to the Municipality or for any other valid reason in law.

12. DISPUTES

- 12.1 Any disputes about the nature of the **Employee's** performance agreement whether it relates to key responsibilities, priorities, methods of assessment and/or any other matter for, shall be mediated by-

12.1.1 The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the **Employee**; or

12.1.2 Any other person appointed by the MEC

12.1.3 In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27 (4) (e) of the Municipal Performance Regulations 2006, within thirty (30) days of receipt of a formal dispute from the employee

whose decision shall be final on both parties.

- 12.2 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.

13. GENERAL

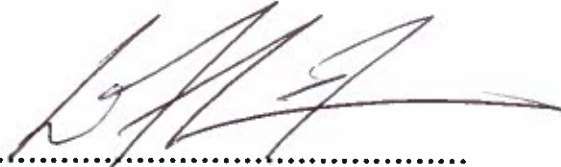
- 13.1 The contents of this Agreement and the outcome of any review conducted in terms of Annexure "A" will not be confidential, and may be made available to the public by the Municipality, where appropriate.
- 13.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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Signed at Fert Beantent on this 23 day of July 2015

As Witnesses:



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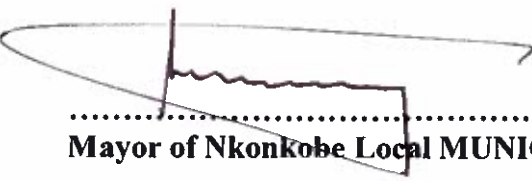


Acting Municipal Manager of the
Nkonkobe Local MUNICIPALITY

Signed at Fert Beantent on this 23 day of July 2015

As Witnesses:

1. 
2. 



Mayor of Nkonkobe Local MUNICIPALITY

ANNEXURE A

COMMITMENT OF MANAGEMENT TEAM REPORTING DIRECTLY TO MUNICIPAL MANAGER

We, the Senior Manager (Strategic Planning and Local Economic Development), Senior Manager (Corporate Services), Senior Manager (Technical Services), Chief Financial Officer and Manager Internal Audit, hereby, make this commitment to support the Municipal Manager, Mr. K. C. Maneli, to achieve targets set in this performance contract between him and the employer. We understand that his targets are impossible without our full support and cooperation. We, therefore, accept both our individual and collective responsibilities towards the attainment of the set targets.

1. Signed by:

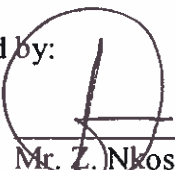
Mr. L. Menze
Senior Manager: Strategic Planning and Local Economic Development

2. Signed by:



Mrs. N. K. Fololo
Senior Manager: Corporate Services

3. Signed by:



Mr. Z. Nkosinkulu
Senior Manager: Engineering Services

4. Signed by:



Ms. E. Mabhelwana
Chief Financial Officer

ANNEXURE B

MUNICIPAL MANAGER'S PERFORMANCE PLAN

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1. Purpose

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

2. Objective of Local Government

The following objectives of Local Government informed the IDP of the Nkonkobe Local Municipality and will inform the Municipal Manager's performance against set performance indicators.

2.1 Provide democratic and accountable government for local communities.

2.2 Ensure the provision of services to communities in a sustainable manner.

2.3 Promote social and economic development

2.4 Promote a safe and healthy environment

2.5 Encourage the involvement of communities and community organisations in the matters of local government

3. Scorecard of the Municipal Manager

3.1 The municipality approved the strategic objectives in the IDP of 2012-2017. The targets to achieve the objectives for the financial year 2015/16 were defined in the approved SDBIP of 2015/16. The Municipal Manager is required to ensure that all targets, programmes and projects as committed on the IDP and SDBIP are delivered according to the commitments of the Executive Committee and Council.

A key principle is that owner departments must lead all the programmes allocated to them in the SDBIP, and ensure that contributor departments contribute, comply and report.

The scorecard of the Municipal Manager is up of the following:

The Performance Plan set out:

- a) Key Performance Areas that are employee should focus on, performance objectives, key performance indicators and targets that must be met within a specific timeframe;
- b) Core competencies required from employees prescribed in the Performance Regulation for Municipal Managers and Managers Directly accountable to the Municipal Manager, R805 of 2006.

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The employee's assessment will be based on his/ her performance in terms of the outputs/ outcomes (performance indicators) identified as per the performance plan which are linked to the National KPA's, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employees.

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

Key performance Areas (KPA's)	Weighting	Core Competency Requirements	Weighting
Municipal Transformation & Institutional Development		Strategic Leadership and Management	
Basic Service Delivery		Programme and Project Management	
Local Economic Development		Financial Management	
Municipal Financial Viability & Management		Change Management	
Good Governance & Public Participation		Knowledge Management	
		Problem Solving and Analytical Thinking	
		People and Diversity Management	
		Client Orientation and Customers Care	
		Service Delivery Innovation	
		Communication Accountability	
Total	80%	Total	20%

The assessment of the performance of the employee will be based on the following rating scale for KPA's and CCRs

Category	Colour	Explanation
KPI's Not Met/ Unacceptable performance	1	Performance does not meet the standard expected for the job. The review/ assessment indicate that their 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.
KPI's Almost Met/ Not Fully Effective	2	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/ assessment indicate 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.
KPI's Met/ Fully Effective	3	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.
KPI's Well Met/ Performance significantly above expectations	4	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.
KPI's Extremely Well Met/ Outstanding Performance	5	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.

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OFFICE OF THE MUNICIPAL MANAGER

Priority Area	IDP OBJECTIVE	IDP STRATEGY	KPI	Annual Target	Quarter 1 Target	Quarter 1 Audit Evidence	Quarter 2 Target	Quarter 2 Audit Evidence	Quarter 3 Target	Quarter 3 Audit Evidence	Quarter 4 Target	Quarter 4 Audit Evidence
Unemployment	To reduce unemployment by 750 by 2017	By creating temporal jobs through LED Initiatives and Capital Projects.	Monitor creation of 150 temporal jobs created through LED initiatives and capital projects.	Oversight and monitoring on creation of 150 temporal jobs through LED Initiatives and Capital Projects	Oversight and monitoring on creation of 20 temporal jobs through LED initiatives and capital projects.	1. Appointment Letters	Oversight and monitoring on creation of 50 temporal jobs through LED initiatives and capital projects.	1. Appointment Letters	Oversight and monitoring on creation of 50 temporal jobs through LED initiatives and capital projects.	1. Appointment Letters	Oversight and monitoring on creation of 30 temporal jobs through LED initiatives and capital projects.	1. Appointment Letters
			Oversight and monitoring that the indigent register is 100% updated	Oversight and monitoring that the indigent register is 100% updated	Oversight and monitoring that the indigent register is 100% updated	1. Updated Indigent Register. 2. Quarterly Reports. 3. Indigent Application Letters.	Oversight and monitoring that the indigent register is 100% updated	1. Updated Indigent Register. 2. Quarterly Reports. 3. Indigent Application Letters.	Oversight and monitoring that the indigent register is 100% updated	1. Updated Indigent Register. 2. Quarterly Reports. 3. Indigent Application Letters.	Oversight and monitoring that the indigent register is 100% updated	1. Updated Indigent Register. 2. Quarterly Reports. 3. Indigent Application Letters.
Free Basic Services	To ensure all indigent households within Nkonkobe area are registered for free basic services by 2017	By developing and updating the Indigent Register	Oversight and monitoring that the indigent register is 100% updated	Oversight and monitoring that the indigent register is 100% updated	Oversight and monitoring that the indigent register is 100% updated	1. Updated Indigent Register. 2. Quarterly Reports. 3. Indigent Application Letters.	Oversight and monitoring that the indigent register is 100% updated	1. Updated Indigent Register. 2. Quarterly Reports. 3. Indigent Application Letters.	Oversight and monitoring that the indigent register is 100% updated	1. Updated Indigent Register. 2. Quarterly Reports. 3. Indigent Application Letters.	Oversight and monitoring that the indigent register is 100% updated	1. Updated Indigent Register. 2. Quarterly Reports. 3. Indigent Application Letters.
IDP and PMS	Monitoring and evaluation of municipal plans and programmes by 2017	By development of performance management, monitoring and evaluation system	Develop a s72 report to be presented to Mayor by January, 25, 2016	s72 report developed and presented to Mayor by January, 25, 2016.	Not set as a target for the quarter	Not set as a target for the quarter	Not set as a target for the quarter	s72 Report presented to Mayor, January, 25, 2016. Submitted to Provincial Treasury and tabled to Council.	1. Copy of s72 Report. 2. Council Resolution. 3. Proof of Submission to Treasury.	Not set as a target for the quarter	Not set as a target for the quarter	Not set as a target for the quarter
			Develop a s72 report to be presented to Mayor by January, 25, 2016	s72 report developed and presented to Mayor by January, 25, 2016.	Not set as a target for the quarter	Not set as a target for the quarter	Not set as a target for the quarter	Not set as a target for the quarter	s72 Report presented to Mayor, January, 25, 2016. Submitted to Provincial Treasury and tabled to Council.	1. Copy of s72 Report. 2. Council Resolution. 3. Proof of Submission to Treasury.	Not set as a target for the quarter	Not set as a target for the quarter

KPA 2: MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT

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Financial Management	To ensure timely financial reporting and compliance with legislation and treasury regulations by 2017	To provide effective and efficient institutional support to council and other structures by 2017	By ensuring appropriate organisational design that conforms in with roles, powers and functions assigned to municipality by annual review and design of the organisational structure.	<p>Oversight over application of PMS as per PMS Policy s57 Managers scorecards and agreements signed</p> <p>PMS agreements entered into with s57 and ensure submission to DLGTA for compliance in July 2015.</p> <p>PMS agreements entered into with s57 and ensure submission to DLGTA for compliance in July 2015.</p> <p>1. Signed Performance Agreements of all Managers and MM including its annexures. 2. Proof of Submission and Receipt to and by DLGTA.</p>	Not set as a target for the quarter	Not set as a target for the quarter	Not set as a target for the quarter	Not set as a target for the quarter	Not set as a target for the quarter	Not set as a target for the quarter	Not set as a target for the quarter	<p>1. Attendance Register. 2. Report on the reviews conducted reflecting each manager.</p> <p>1. Final Organizational Council Resolution adopting Final Organogram.</p>				
									<p>Oversight over submission of (12) s71 reports are submitted to NT by or not later than the 10th working day</p> <p>Submitting (12) s71 reports are submitted to NT by or not later than the 10th working day</p>	<p>Oversight over submission of (3) s71 reports to NT by not later than the 10th working day</p> <p>Oversight over submission of 12 s71 reports to NT by not later than the 10th working day</p>	<p>1. s71 Reports. 2. Written proof that the reports were submitted and received.</p>	<p>Oversight over submission of (3) s71 reports to NT by not later than the 10th working day</p> <p>Oversight over submission of (3) s71 reports later than the 10th working day</p>	<p>1. s71 Reports. 2. Written proof that the reports were submitted and received.</p>	<p>Oversight over submission of (3) s71 reports to NT by not later than the 10th working day</p>	<p>1. s71 Reports. 2. Written proof that the reports were submitted and received.</p>	
									<p>1 Review organisational structure</p> <p>Ensure Review/development of Organisational Structure</p>	<p>Convene 4 quarterly reviews for s57 Managers</p> <p>Convene 4 quarterly reviews for s57 Managers</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>
									<p>Convene 4 quarterly reviews for s57 Managers</p> <p>Convene 4 quarterly reviews for s57 Managers</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>
									<p>Convene 4 quarterly reviews for s57 Managers</p> <p>Convene 4 quarterly reviews for s57 Managers</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>	<p>Not set as a target for the quarter</p> <p>Not set as a target for the quarter</p>

see LP

KPA 3: LOCAL ECONOMIC DEVELOPMENT

Legal Services	To provide the municipality with reliable legal services on continuous basis by 2017	By Reviewal and development of municipal laws	Oversight and monitoring over Submission 5 By-Laws for Promulgation	Oversight and monitoring over Submission of 5 By-Laws for Promulgation	Not set as a target for the quarter	Not set as a target for the quarter	Public Consultations on 5 By-Laws	1. Attendance Registers	Submit 5 By-Laws for Promulgation	1. Advert. 2. Council Resolution. 3. Proof of submission to DLGTA
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KPA 4: FINANCIAL VIABILITY

Financial Management	To ensure timeous financial reporting and compliance with legislation and treasury regulations by 2017	By developing and maintenance of compliance checklist	Management and oversight over the compilation and compliance with submission of Financial Statements to AG by August 31, 2015	Annual Financial Statements Compiled/Council approval and submitted to AG by August 31, 2015.	Not set as a target for the quarter	Not set as a target for the quarter	Not set as a target for the quarter	Not set as a target for the quarter	Not set as a target for the quarter	
Asset Management	To ensure effective management of Municipal Assets by 2017	By complying with Disposal of Assets in terms of s14 (5) MFMA	Monitor disposal of municipal assets	All department s57 managers to identify and assess assets to be disposed.	Not set as a target for the quarter	Not set as a target for the quarter	Identification of Assets to be disposed	1. Council Resolution approving disposal of assets	Not set as a target for the quarter	
Supply Chain Management	To ensure effective implementation of SCM policy and regulations by 2017	By processes/djudicated are completed within 60 days of notice given/monthly adjudication reports submitted to Municipal Manager	4 Bid Reports to the Municipal Manager	Oversight over tender processes/adjudicated are completed within 90 days of notice given / Monitor 1 quarterly bid reports submitted to the Municipal Manager	Oversight over tender processes/adjudicated are completed within 90 days of notice given / Monitor 1 quarterly bid reports submitted to the Municipal Manager	Oversight over tender processes/adjudicated are completed within 90 days of notice given / Monitor 1 quarterly bid reports submitted to the Municipal Manager	Oversight over tender processes/adjudicated are completed within 90 days of notice given / Monitor 1 quarterly bid reports submitted to the Municipal Manager	1. Quarterly Bid Reports	Oversight over tender processes/adjudicated are completed within 90 days of notice given / Monitor 1 quarterly bid reports submitted to the Municipal Manager	1. Quarterly Bid Reports

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KPA 5: GOOD GOVERNANCE AND PUBLIC PARTICIPATION

Meetings		To promote effective and inspiring governance and the efficiency of the department/Improved standards of communication, transparency and openness by 2017									
11 Number of meetings to be convened	By facilitating monthly meetings with senior managers	Convene and chair Attendance at 11 monthly meetings has scheduled for s57 Managers	Convene and chair attendance at 3 monthly meetings with s57 Managers	1. Attendance Register or Minutes of the meeting.	Convene and chair attendance at 2 monthly meetings with s57 Managers	1. Attendance Register or Minutes of the meeting.	Convene and chair attendance at 3 monthly meetings with s57 Managers	1. Attendance Register or Minutes of the meeting.	Convene and chair attendance at 3 monthly meetings with s57 Managers	1. Attendance Register or Minutes of the meeting.	1. Attendance Register or Minutes of the meeting.
55 Standing Committee Meetings	By oversight of all s57 Manager	Oversight of all s57 Manager attendance at Standing Committee Meetings as scheduled.	Oversight of all s57 Manager attendance at Standing Committee Meetings as scheduled.	1. Attendance Registers.	Oversight of all s57 Manager attendance at Standing Committee Meetings as scheduled.	1. Attendance Registers.	Oversight of all s57 Manager attendance at Standing Committee Meetings as scheduled.	1. Attendance Registers.	Oversight of all s57 Manager attendance at Standing Committee Meetings as scheduled.	1. Attendance Registers.	1. Attendance Registers.
4 Ordinary Council Meetings and Special Council Meetings	By organising 4 Council Meetings as instructed by Speaker.	Convene 4 Ordinary Council Meetings and Special Council Meetings	Organise 1 Ordinary Council Meeting and Special Council Meeting	1. Copy of Advertisement in a Local Newspaper or Notice Board. 2. Minutes of the Ordinary/Special Council Meeting. 3. Attendance Registers.	Organise 1 Ordinary Council Meeting and Special Council Meeting	1. Copy of Advertisement in a Local Newspaper or Notice Board. 2. Minutes of the Ordinary/Special Council Meeting. 3. Attendance Registers.	Organise 1 Ordinary Council Meeting and Special Council Meeting	1. Copy of Advertisement in a Local Newspaper or Notice Board. 2. Minutes of the Ordinary/Special Council Meeting. 3. Attendance Registers.	Organise 1 Ordinary Council Meeting and Special Council Meeting	1. Copy of Advertisement in a Local Newspaper or Notice Board. 2. Minutes of the Ordinary/Special Council Meeting. 3. Attendance Registers.	1. Copy of Advertisement in a Local Newspaper or Notice Board. 2. Minutes of the Ordinary/Special Council Meeting. 3. Attendance Registers.
4 Number of Audit Committee Meetings to be convened	By organising Audit Committee Meetings	Convene 4 Audit Committee Meetings	Convene 1 Audit Committee Meeting	1. Attendance Register. 2. Minutes of the Meeting.	Convene 1 Audit Committee Meeting	1. Attendance Register. 2. Minutes of the Meeting.	Convene 1 Audit Committee Meeting	1. Attendance Register. 2. Minutes of the Meeting.	Convene 1 Audit Committee Meeting	1. Attendance Register. 2. Minutes of the Meeting.	1. Attendance Register. 2. Minutes of the Meeting.
4 Number of Audit Performance Committee Meetings to be convened	By organising Audit Performance Committee Meetings	Convene 4 Audit Performance Committee Meetings	Convene 1 Audit Performance Committee Meeting	1. Attendance Register. 2. Minutes of the Meeting.	Convene 1 Audit Performance Committee Meeting	1. Attendance Register. 2. Minutes of the Meeting.	Convene 1 Audit Performance Committee Meeting	1. Attendance Register. 2. Minutes of the Meeting.	Convene 1 Audit Performance Committee Meeting	1. Attendance Register. 2. Minutes of the Meeting.	1. Attendance Register. 2. Minutes of the Meeting.

See LP

Internal Audit	To ensure effective Internal Audit unit by 2017										
By developing Annual Internal Audit assignments	12 Internal Audit Assignments	12 Internal Audit Assignments	Developed 3 Internal Audit Assignments.	1. 3 Internal Audit Assignments approved by the Audit Committee	Developed 3 Internal Audit Assignments.	1. 3 Internal Audit Assignments approved by the Audit Committee	1. 3 Internal Audit Assignments approved by the Audit Committee	Developed 3 Internal Audit Assignments.	1. 3 Internal Audit Assignments approved by the Audit Committee	1. 3 Internal Audit Assignments approved by the Audit Committee	1. 3 Internal Audit Assignments approved by the Audit Committee
By developing a municipal risk register	1 Approved Risk Register	Updated Risk Register	Update Risk Register for Strategic Planning and LED Department	1. Updated Risk Register for Department. 2. Minutes of Meetings with Department. 3. Attendance Register.	Update Risk Register for Corporate Services Department	Update Risk Register for Engineering Services Department	Update Risk Register for Finance Department.	Update Risk Register for Engineering Services Department	Update Risk Register for Finance Department.	Update Risk Register for Finance Department.	Update Risk Register for Finance Department.
By establishing Fraud Risk Committee	2 Fraud Risk Committee Meetings	Convene 2 Fraud and Risk Committee Meetings	Convene 1 Meeting of a Fraud Risk Committee.	1. Attendance Register. 2. Minutes of the Meeting.	Not set as a target for the quarter	Not set as a target for the quarter	Not set as a target for the quarter	Not set as a target for the quarter	Convene 1 Meeting of a Fraud Risk Committee.	Convene 1 Meeting of a Fraud Risk Committee.	Convene 1 Meeting of a Fraud Risk Committee.
By promoting effective and inspiring governance	Adopted Delegation Framework	Developed Delegation framework and adopted by Council.	Delegation framework developed and adopted by Council.	1. Copy of the Delegation framework. 2. Council Resolution.	Not set as a target for the quarter.	Not set as a target for the quarter.	Not set as a target for the quarter.	Not set as a target for the quarter.	Not set as a target for the quarter.	Not set as a target for the quarter.	Not set as a target for the quarter.
Through delegation of authority to promote effective and efficient decision making	Issue letters of delegation and monitor implementation in terms of s79 MFMA	Compliance with delegation register/record and issue letters of delegation and monitor compliance with delegations	Compliance with delegation register/record and issue letters of delegation and monitor compliance with delegations	1. Letters of delegation to s57 managers.	Compliance with delegation register/record and issue letters of delegation and monitor compliance with delegations	Compliance with delegation register/record and issue letters of delegation and monitor compliance with delegations	Compliance with delegation register/record and issue letters of delegation and monitor compliance with delegations	Compliance with delegation register/record and issue letters of delegation and monitor compliance with delegations	Compliance with delegation register/record and issue letters of delegation and monitor compliance with delegations	Compliance with delegation register/record and issue letters of delegation and monitor compliance with delegations	Compliance with delegation register/record and issue letters of delegation and monitor compliance with delegations

W.P.

I LUSANBA MIMENZE

..... hereby accept this plan as a basis of monitoring and evaluating my performance during the 2015/16 financial year. I accept that the indicators and targets as presented in the performance plan are accurate and that I have been given the opportunity to provide inputs in their development.

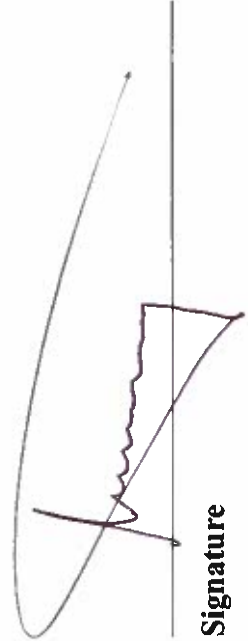


Signature

23/07/2015

Date

I A. AMERE..... N. T. S. A. N. S. A. N. J...... the Mayor of Nkonkobe Local Municipality approve the performance Plan in terms of the requirements of the Local Government: Municipal Planning and Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers of 2006.



Signature

23/07/2015

Date

ANNEXURE C

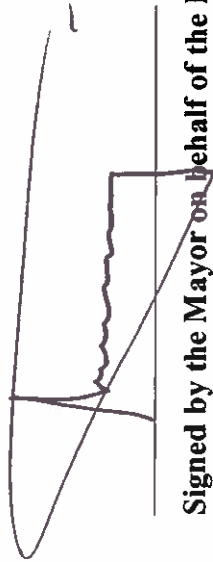
PERSONAL DEVELOPMENT PLAN

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Skills Performance Gap	Outcomes Expected	Suggested training and/or development activity	Suggested mode of delivery	Suggested Frames	Time	Work opportunity created to practice skill/development area	Support Person
1. CPMD	compliant with M Regulations	To provide support modules	Block Seminar	2-3 months		The individual will gain a lot of new experience	Carroll Seniors
2.							
3.							


Signed and accepted by the Employee

23 July 2015
Date


Signed by the Mayor on behalf of the Municipality

23 July 2015
Date