

# DR NKOSAZANA DLAMINI-ZUMA MUNICIPALITY

# **PERFORMANCE AGREEMENT**

Made and entered into by and between

## DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY

(represented by Nkosiyezwe Cyprian Vezi in his duly-authorised capacity as Municipal Manager of the municipality, hereinafter referred to as the Employer)

and

Siyabonga Valentine Mngadi
(SENIOR MANAGER: PUBLIC WORKS AND BASIC SERVICES)

(hereinafter referred to as the Employee)

Financial year 01 July 2020 to 30 June 2021

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#### INTRODUCTION

- 1. (1) The Employer has entered into a contract of employment with the Employee in terms of section 57(1)(a) managers' employment contracts to be in writing of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".
- (2) Section 57(1)(b) of the Systems Act, read with the contract of employment concluded between the parties, requires the parties to conclude an annual Performance Agreement. The employer must conclude a Performance Agreement within 60 days of assumption of duty and renew it an0bnm nually within one month of the commencement of the beginning of the financial year.
- (3) The parties will 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 the local government policy goals as defined in the municipality's IDP.
- (4) The parties will ensure that there is compliance with the Municipal Systems Act Sections 57(4A) MFMA responsibilities of the accounting officer regarded as being included in this performance agreement, 57(4B) payment of bonuses, and 57(5) performance objectives and targets to be practical, measureable and based on the KPIs set out in the IDP.

## 2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2.1 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;
- 2.2 communicate to the Employee the Employer's performance expectations and accountabilities by specifying objectives and targets as defined in the IDP, SDBIP and budget of the municipality;
- 2.3 specify accountabilities as set out in the Performance Plan (in a format substantially compliant with Appendix "A");
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 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 COMENCEMENT AND DURATION**

3.1 This Agreement will commence on the 01 July 2020 and will remain in force in line with the Employment agreement until 30 June 2020 where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof, if applicable.

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3.2 The parties will review the provisions of this Agreement during June each year and will conclude a new Performance Agreement (and Performance Plan and Personal Development Plan) that replaces this Agreement at least once a year but not later than one month after the commencement of the new financial year, in line with the Employment Agreement.



- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.5 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.
- **3.6** Any significant amendments/ deviations referred to in 3.4 and 3.5 above must take cognisance of, where relevant, the requirements of sections 34 (annual review and amendment of the integrated development plan) and 42 (community to be involved in setting performance indicators and targets) of the Systems Act, and must be done in terms of regulation 4 (5) (submission of employment contracts and performance agreements to the provincial and national ministers responsible for local government) of the Local Government: Municipal Performance Regulations for Municipal Managers and managers directly accountable to the Municipal Manager, 2006 ("the Regulations");

#### **4 PERFORMANCE OBJECTIVES**

- 4.1 The Performance Plan (Appendix "A") sets out-
- 4.1.1 the performance objectives and targets that 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 performance objectives and targets reflected in Appendix "A" are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.
- **4.3** 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 timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- **4.4** 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.

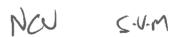
#### **5 PERFORMANCE MANAGEMENT SYSTEM**

- **5.1** The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer itself, management and municipal staff of the Employer.
- 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 Employer, management and municipal staff to perform to the standards required.

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- **5.3** The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.
- **6.1** The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- **6.2** The criteria upon which the performance of the Employee shall be assessed, shall consist of two components, both of which shall be contained in the Performance Agreement.
- **6.2.1** The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Competency Framework Structure (CFS) respectively.
- **6.2.2** KPAs covering the main areas of work (KPAs) will account for 80% and CFSs will account for 20% of the final assessment.
- 6.2.3 Each area of assessment will be weighted and will contribute a specific part to the total score.
- **6.3** The Employee's assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (Appendix "A"- objectives that are specific to the office of the Manager: Public Works and Basic Services) and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

| Key Performance Areas (KPA's) - FOR THE KPAs PER ANNEXURE A | Weighting |
|---|-----------|
| Basic Service Delivery                                      | 66%       |
| Municipal Institutional Development and Transformation      | 0%        |
| Social and Local Economic Development (LED)                 | 12.5%     |
| Municipal Financial Viability and Management                | 4.165%    |
| Good Governance and Public Participation                    | 15.5%     |
| Cross-cutting interventions                                 | 4.16%     |
| Total   | 100%      |



6.4 The Leading Competencies (LCs) and Core Competencies (CC's) set out in Annexure A of the Local Government: Competency Framework for Senior Managers (Government Gazette No. 37245 dated 17 January 2014), will make up the other 20% of the Employee's assessment score. There is no hierarchical connotation and all competencies are essential to the role of a senior manager. All competencies must therefore be included in the assessment and weighted equally as follows:

| LEADING COMPETENCIES                 | Driving competency (of the leading competency)  | WEIGHT |
|--------------------------------------|---|--------|
| Strategic Direction and Leadership   | Impact and Influence     Institutional Performance     Management     Strategic Planning and Management     Organisational Awareness  | 8.333% |
| People Management                    | <ul> <li>Human Capital Planning and         Development</li> <li>Diversity Management</li> <li>Employee Relations Management</li> <li>Negotiation and Dispute         Management</li> </ul> | 8.333% |
| Programme and Project Management     | <ul> <li>Program and Project Planning and<br/>Implementation</li> <li>Service Delivery Management</li> <li>Program and Project Monitoring and<br/>Evaluation</li> </ul>                     | 8.333% |
| Financial Management                 | <ul> <li>Budget Planning and Execution</li> <li>Financial Strategy and Delivery</li> <li>Financial Reporting and Monitoring</li> </ul>  | 8.333% |
| Change Leadership                    | <ul> <li>Change Vision and Strategy</li> <li>Process Design and Improvement</li> <li>Change Impact Monitoring and<br/>Evaluation</li> </ul>   | 8.333% |
| Governance Leadership                | <ul> <li>Policy Formulation</li> <li>Risk and Compliance Management</li> <li>Co-operative Governance</li> </ul>   | 8.333% |
| CORE COMPETENCIES                    |   |        |
| Moral Competence                     |   | 8.333% |
| Planning and Organising              |   | 8.333% |
| Analysis and Innovation              |   | 8.333% |
| Knowledge and Information Management |   | 8.333% |
| Communication                        |   | 8.333% |
| Results and Quality Focus            |   | 8.333% |
| Total Percentage                     |   | 100%   |

6.4 The employee specifically acknowledges that, in addition to the leading and core competencies, focus must also be placed upon the eight Batho Pele principles:

- Consultation
- Setting service standards
- Increasing access
- **Ensuring courtesy**
- Providing information
- Openness and transparency
- Redress
- Value for money

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#### 7. EVALUATING PERFORMANCE

- 7.1 The Performance Plan/scorecard (Appendix "A") to this Agreement sets out -
- 7.1.1 the standards and procedures for evaluating the Employee's performance; and
- 7.1.2 the intervals for the evaluation of the Employee's performance.
- **7.2** 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.
- 7.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan (in a format substantially compliant with Appendix "B") as well as the actions agreed to, and implementation must take place within set time frames.
- 7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- 7.5 The annual performance appraisal will involve:

#### 7.5.1 Assessment of the achievement of results as outlined in the performance plan (Annexure A):

- (a) Each KPA should 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.
- (b) An indicative rating on the five-point scale should be provided for each KPA.
- (c) The applicable assessment rating calculator (including the KPA weighting factors) must then be used to add the scores and calculate a final KPA score.
- (d) The outcome scores, arising from items 7.5.1 (a) to (c) above, for each national KPA on Annexure A, will then be weighted with the percentages agreed to in paragraph 6.3 above.

# 7.5.2 Assessment in terms of the Leading Competencies (LCs) and Core Competencies (CCs) as set out in the Competency Framework Structure for Senior Managers

- (a) Each LC and CC should be assessed according to the extent to which the specified standards (achievement levels) have been met: basic, competent, advanced and superior (refer to Annexure A of the Local Government: Competency Framework for Senior Managers (Government Gazette No. 37245 dated 17 January 2014 for the standards set for each achievement level).
- (b) An indicative rating on the five-point scale should be provided for each CMC (basic = 2 points, competent = 3 points, advanced = 4 points and superior = 5 points).
- (c) The applicable assessment rating calculator must then be used to add the scores and calculate a final CFS score.

#### 7.5.3 Overall rating

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

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**7.6** The assessment of the performance of the Employee will be based on the following rating scale for the KPA's (but not the CFSs):

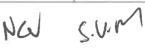
| Level | Terminology                                  | Description   |
|-------|--|---|
| 5     | Outstanding performance                      | Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results 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<br>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. |

7.7 For purposes of evaluating the performance an evaluation panel constituted in terms of Regulation 27(4)(e) will be established.

#### 8. SCHEDULE FOR PERFORMANCE REPORTING, MONITORING, EVALUATION AND REVIEW

**8.1** The performance of the Employee in relation to his performance agreement shall be monitored and evaluated on or about the following dates with the stipulation that the reviews for the second and fourth quarter will be recorded in writing. Quarterly evaluations will be subject to an internal audit process being concluded. The first and third quarter reviews may be verbal if performance is satisfactory:

| QUARTER         | PERIOD                   | REVIEW TARGET DATE                  |
|-----------------|--------------------------|-------------------------------------|
| First           | July to September 2020   | 30 October 2020                     |
| Second/Mid Year | October to December 2020 | 31 January 2021 (as the basis for   |
|                 |                          | preparation of the 2020/21 mid-year |



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| QUARTER        | PERIOD                | REVIEW TARGET DATE   |
|----------------|-----------------------|--|
|                |                       | budget and performance   |
|                |                       | assessment report)   |
| Third          | January to March 2021 | 30 April 2021  |
| Fourth /Annual | April to June 2021    | 31 July 2021 (as a basis for preparation of the 2020/2021 Annual Performance Report) |

- 8.2 The Employer shall keep a record of the mid-year and annual review meetings.
- **8.3** The Employee is responsible for maintaining a Portfolio of Evidence, which must be made available at the informal and formal evaluation sessions, and for audit purposes
- **8.4** Performance scoring and feedback shall be based on the Employer's assessment of the Employee's performance against Actuals reported and evidence provided.
- **8.5** The Employer will be entitled to review and make reasonable changes to the provisions of Appendix "A" in line with Mid Year Assessment for operational reasons. The Employee will be fully consulted before any such change is made.
- **8.6** The Employer may amend the provisions of Appendix "A" whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

#### 9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Appendix "B".

#### 10. OBLIGATIONS OF THE EMPLOYER

- 10.1 The Employer shall -
- 10.1.1 create an enabling environment to facilitate effective performance by the employee;
- 10.1.2 provide access to skills development and capacity building opportunities;
- **10.1.3** work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- **10.1.4** on the request of the Employee delegate such powers reasonably required by the Employee to enable him/ her to meet the performance objectives and targets established in terms of this Agreement; and
- **10.1.5** make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/ her to meet the performance objectives and targets established in terms of this Agreement.

#### 11. CONSULTATION

11.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others –



- 11.1.1 a direct effect on the performance of any of the Employee's functions;
- 11.1.2 commit the Employee to implement or to give effect to a decision made by the Employer; and
- 11.1.3 a substantial financial effect on the Employer.
- 11.2 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.

#### 12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance
- **12.1.2** A performance bonus may be paid in terms of **section 32(2)** of the Local Government: Municipal Performance Regulations, 2006 and any other policy of Council,
- **12.2** In the case of unacceptable performance, the Employer must implement Procedures for dealing with substandard performance as prescribed in section 16 of the Local Government: Disciplinary Code and Procedures for Senior Managers which is attached hereto as Appendix C.
- 12.3.1 12.3.1 Negative audit outcomes i.e. disclaimed audit opinion, adverse audit opinion and qualified audit opinion shall be regarded as poor performance and the Municipal Council shall not authorise the payment of performance bonuses to an Employee (Senior Manager) in the event of a negative audit outcome.
- 12.3.1.2 As part of consequence management the Municipal Council shall not authorise the payment of performance bonuses to Senior Managers who will be found after an investigation by the Municipal Public Accounts Committee (MPAC) responsible for the Unauthorised, Irregular, Fruitless and Wasteful Expenditure.

#### 13. DISPUTE RESOLUTION

- **13.1** 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-
- **13.1.1** in the case of the Municipal Manager be mediated by the MEC for local government in the province, or any other person appointed by the MEC within thirty (30) days of receipt of a formal dispute from the employee; and
- 13.1.2 in the case of Managers directly accountable to the Municipal Manager, the Mayor, within thirty (30) days of receipt of a formal dispute from the Employee;
- 13.2 Any disputes about the outcome of the employee's performance evaluation, must -
- 13.2.1 In the case of the Municipal Manager be mediated by the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee or any other person appointed by the MEC; and
- 13.2.2. 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), within thirty (30) days of receipt of a formal dispute from the employee;

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#### 14. GENERAL

- 14.1 The contents of this agreement must be made available to the public by the Employer in terms of the MFMA section 53 (3) (b).
- **14.2** 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.
- 14.3 The performance assessment results of the manager must be submitted to the MEC responsible for local government in the relevant province as well as the National Minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

#### **CONFIRMATION:**

| Signed and accepted: SV Mngadi          |      |
|---|------|
| Signed and accepted by NC Vezi          | Ang. |
| Date Performance Plan signed            |      |
| Witness Number One : Name and Signature |      |
| Witness Number Two : Name and Signature |      |

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APPENDIX A (TO THE PERFORMANCE AGREEMENT)

# 2020/21 PERFORMANCE PLAN

Refer attached SCORECARD

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| WBS 1 Percentage of municipality's capital To impro budget attaily spend on capital projects are mirror of a spendicular financial year in perms of the municipality's integrated development plan                           | IN SOBIP WAR GENERAL KPI             | PMENT   |  |                                   |                       |                       |   | The second second                              | と 日本の           |   |   |
|--|--------------------------------------|---|--|-----------------------------------|-----------------------|-----------------------|---|--|-----------------|---|---|
| rentage of municipality's capital<br>ent athusing seen on capital<br>class forwarded for a particular<br>class in terms of the<br>cipality's integrated development  | STRATEGIC OBJECTIVES PROJECT         | CT KEY  | BASELINE   | ANNIAL TABGET                     |                       |                       |   |  |                 |   |   |
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| er amung point or capital cost amung point or capital cost intermed or amutorial.  | - den                                | 100   |  |                                   | BUDGET                | BUDGET                |   |  | DEPARTME BUDGET | BUDGET  | EVIDENCE  |
| municipality's integrated development plan   | Infrastructure by 2022 Construction  | ction gravel roads  |  | 45 km's of gravel<br>access roads | PROJECTION<br>11.25km | PROJECTION<br>11.25km | PROJECTION<br>11.25km   | PROJECTION                                     | 100             |   |   |
|  |                                      |   |  | constructed                       |                       |                       |   | 1.42.OK/II                                     | Sam             | R 15 000 000  | Quarter 1: Progress report Quarter 2: Progress report Quarter 3: Progress report            |
| Percentane of minimizations  |                                      |   |  |                                   |                       |                       |   |  |                 |   | Signed Practical<br>Completion Certificate  |
| capital<br>Ital  | Water control infrastructure Water   | orm Metres of Roads   | ads none   | 150meters                         | 10meters              |                       |   |  |                 |   |   |
| Tent   |                                      |   |  |                                   |                       | 46                    |   | 7.5  | 47 PWBS         | R 3 000 000 Quarter 1: Progress re Quarter 2: progress re Quarter 3: Progress re Quarter 4: | Quarter 1: Progress report Quarter 2: Progress report Quarter 3: Progress report Quarter 4: |
| ital   |                                      |   |  |                                   |                       |                       |   |  |                 | ,,,   | Completion Certificate  |
| ital   | infrastructure by 2022 Asphalt roads | on of Kilometres of   | m asphalt  | 4km                               |                       |                       |   |  |                 |   |   |
| nent   |                                      |   | Constructed                                      |                                   |                       | A N E D               | 4km of layer works, storm water pipes and kerbing to be constructed | 4km asphalt roads to be constructed (complete) | PWBS            | R 27 000 000 Guarter 1: NA Ouarter 2: NA Ouarter 3: Proness pa                              | Guarter 1:<br>NA<br>Quarter 2:<br>NA<br>Quarter 3:  |
| Percentage of municipality's capital To improve ac   | ocess to roads. Roads                |   |  |                                   |                       |                       |   |  |                 | ਰਲੇਂ ਹੈ   | Quarter 4<br>Signed Practical   |
| ment   | infrastructure by 2022 Maintanance   | Milometres of<br>gravel roads<br>maintained                           | 75 km of Gravel 8k<br>access Roads<br>Maintained | 9km 2km                           | 2кт                   | m 2km                 |   | 2km  | PWBS            | R 3 000 000 Qrt-QuQuarterrly Progress Reports   | npletion Certifica<br>Q4Quarterly<br>gress Reports  |
| oitat  |                                      |   |  |                                   |                       |                       |   |  |                 |   |   |
| =  |                                      | Construction of Number of Community halls community halls constructed | 5 Community Hall constructed                     | f community Hall n/a              | n/a                   | n/a                   |   | <u>-</u>                                       | PWBS R1         | R 12 701 727 Qua<br>NA<br>Quan<br>NA<br>Ouar  | 77 Quarter 1:<br>NA<br>Quarter 2:<br>NA<br>Quarter 3:                                       |

No Che

Signed Practical Completion Certificate Quarter 4 Signed Practical Completion Certificate Progress report Quarter 4 Signed Practical Quarter 2: Progress Report Quarter 3: Quarter 4: Signed Practical Completion R 1 000 000 Quarter 1: Progress Report Quarter 4: Signed Practical Completion Certificates Quarter 3: Progress report R 5 009 335 Quarter 1: Quarter 2: Quarter 4 R 7 000 000 Quarter 1; Quarter 2: Certificates Quarter 3 Quarter 1: Quarter 2: Quarter 3 R 9 398 693 RESPONSIB ANNUAL
LE BUDGET
DEPARTME
R 9 398 6 R 4 000 000 PWBS PWBS PWBS PWBS QUARTER 4 QUARTER 3 N/A QUARTER 2 N/A N/A ANNUAL TARGET QUARTER 1 Number of sport 4 Sports Field fields constructed BASELINE 3 Creches constructed 10 Community Assets Mantained DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY'S SDBIP FOR 2020/21: PUBLIC WORKS AND BASIC SERVICES
BACK TO BASICS PILLAR 2: BASIC SERVICE DELIVERY
KEY PERFORMANCE AREA: BASIC SERVICE DELIVERY AND INFRASTRUCTURE DEVELOPMENT PERFORMANGE Business Hub/ hives constructed Number of Disaster Center constructed NDICATOR Number of Creches unstructed Number of Number of community assets Construction of Sports Fields Construction of Creches Construction of Business Hub / Construction of Disaster Centre STRATEGIC OBJECTIVES PROJECT Maintanance of Community Assets To Improve access to buildings and recreational facilities by 2022 To improve access to buildings and recreational facilities by 2022 To Improve access to buildings and recreational facilities by 2022 To improve access to buildings and recreational facilities by 2022 To improve access to buildings and recreational facilities by 2022 To improve access to buildings and recreational facilities by 2022 Percentage of municipality's capital Percentage of municipality's capital Dudget actually spent on capital brojects learnifed for a particular fifthernal year in terms of the municipality's integrated development budget actually spent on capital projects identified for a particular financial year in terms of the municipality's integrated developmen financial year in terms of the municipality's integrated development budget actually spent on capital projects Identified for a particular financial year in terms of the municipality's integrated development budget actually sperit on capital projects identified for a particular financial year in terms of the municipality's integrated development Percentage of municipality's capital budget actually spent on capital projects identified for a particular ercentage of municipality's capital ercentage of municipality's capital Percentage of municipality's capital IDP / SDBIP WAR GENERAL KPI NO. D WBS 6 VWBS 7 WBS 8 PWBS 9 WBS 10 PWBS 11

PORTFOLIO OF EVIDENCE

100

Quarter 1: Quarter 2: Quarter 3: Completion Certify

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Guarter 4: Signed Practical Completion Certificates

Quarter 1:

PWBS

N/A

10 Existing Municipal Building mantained in 18/19

Number of municipal buildings maintained

Mantainance of Municipal Buildings

budget actually spent on capital projects identified for a particular financial year in terms of the municipality's integrated development

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NA Quarter 3 Quarter 2:

| 4 RESPONSIB ANNUAL PORTFOLIO OF LE BUDGET EVIDENCE DEPARTME R 3 258 550 Quanter 1: NA   | Quarter 2: NA Quarter 3: Progress report Quarter 4 Signed Practical Completion Certificate | PWBS R 1 200 000 Quarter 1:  NA Quarter 2:  NA Quarter 3:  Signed Practical  Completion Certificate  Completion Certificate                     | 385 PWBS R 6 930 000 Quarter 1:  NA Quarter 2:  NA Quarter 3:  Current 3:  Signed Practical  Completion Certificate  Completion Certificate | 1751 PWBS Operational Quarter: 38.4 Waste Collection Quarkly Reports to PWBS Committee Valuation Roll Report.  | PWBS Operational Quarter: 1-4 Wass Operational Waste Collection Quartaly Reports to            |
|---|--|---|---|--|--|
| QUARTER 3 QUARTER 4   |  | 15<br>N/A   | 185   | 1751   | 300  |
| ANNUAL TARGET QUARTER 1 QUARTER 2   |  | 15 N/A N/A  | 365 N/A N/A   | 1751 1751 1751   | 300  |
| BASELINE<br>1 Taxi Rank<br>constructed  |  | Number of Bus shelters Shelters constructed   | Number of 1235 Households households connected to grid electricity  | Number of 1886 Households Households serviced serviced in 18/19  | Number of 300 households 300 households with serviced in 17/19 access to free waste collection |
| TVES PROJECT  Construction of P  Text Ranks   |  | Bus shelters  | Household Nu<br>Electrification ho<br>cete  |  |  |
| STRATEGIC OBJECTIVES PROJECT  To improve access to Construction buildings and recreational Taxi Ranks facilities by 2022  | ont To immune anness to  |   | To improve access to electricity by 2022  | To improve access to solid Solid Waste waste management services Management by 2022                            | To improve access to solid Solid Waste waste management services Management by 2022            |
| NO. D  NO. D  PROJECT KEY  NO. D  PROJECT KEY  PERFORMANCE  INDICATOR  INDICATOR  Dugget actually spent on capital  buildings and recreational Taxi Ranks Ranks constructed  purples is a particular facilities by 2022  Property of the particular facilities by 2022  Constructed constructed | minional yeal in territs of the municipality's integrated development plan.                | budget actually spent on capital projects identified for a particular financial year in terms of the municipality's integrated development plan | Percentends with access to basic level of water. sanitation, electricity and solid waste removal;   | Percentage of households with access to basic level of water, sanitation, electricity and solid waste removal. | Percentage of households with access to free solid waste removal                               |
| NO. DE / SOBIP W  | PWBS 13  | A P GOLVE   | 200   | PWBS 15  | PWBS 16  |

45/ KIN

Reports submitted to portfolio committee and Trink tank Minutes 1(Bulwer Cemetry x Draft feasbility report Quarter 3: News paper N/A Quarter 3: Draft feasblilty report PORTFOLIO OF EVIDENCE Completion Certificate Quarter 4: Feasibility Report Practical Completion Quarter 1 & 2: NA Quarter 3:Practical easibility Report Quarter: 1-4 Quarter 2: Draft Report Quarter 3: N/A Quarter 4: Master Plan 9 Quarter:1-4 EPWP Quarterly Quarter 1: Quarter 2: Quarter 4: R 1 500 000 Quarter 1: Quarter 2: Quarter 4: R 342 000 Quarter 1: Advert Sertificate eport, R 200 000 R 500 000 RESPONSIB ANNUAL LE BUDGET DEPARTME R 2 497 669 PWBS PWBS PWBS PWBS 132 PWBS 1x Master plan finalised QUARTER 4 studies completed 6 feasibility 25 N/A Public participartion 32 QUARTER 3 6 x draft reports 25 1 x Draft Bulwer cemetry feasibility report QUARTER 2 33 x Draft report 25 N/A ANNUAL TARGET | QUARTER 1 132 Ş N/A N/A 25 Housing projects Facilitated 32 site fenced studies projects Facilitated BASELINE 25 Housing 4 Sites Fenced 160 work opportunities created lone DR NKOSAZANA DLAMINI ZUMA LGCAL MUNICIPALITY'S SDBIP FOR 2020/21: PUBLIC WORKS AND BASIC SERVICES BACK TO BASICS PILLAR 2: BASIC SERVICE DELIVERY KEY PERFORMANCE AREA: BASIC SERVICE DELIVERY AND INFRASTRUCTURE DEVELOPMENT KEY Number of housing projects facilitated Number of feasibility study finalised. Number of feasibility studies Number of Work Opportunities created through EPWP grant lumber of sites Number of electrification plan finalised. enced 1) Bulwer Cemetery Study ousing projects. Human settlement pre-feasibility studies fi Facilitation of STRATEGIC OBJECTIVES PROJECT Extended Public Electrification Master Plan Programme (EPWP) To protect municipal assets Fencing by erecting proper fencing by 2022 Works To improve access to housing infrastructure by 2022 To improve access to cemetry facilities by 2022 infrastructure development projects and EPWP grant funding by 2022 To report job opportunities created through To improve access to electricity by 2022 To improve Human Settlement by 2022 Percentage of municipality's capital budget actually spent on capital his projects identified for a particular financial year in terms of the municipality's integrated development Percentage of municipality's capital budget actually spent on capital projects identified for a particular financial year in terms of the municipality's integrated development budget actually spent on capital projects identified for a particular financial year in terms of the municipality's integrated development budget actually spent on capital projects identified for a particular financial year in terms of the municipality's integrated development ercentage of municipality's capital inancial year in terms of the municipality's integrated development Percentage of municipality's capital Percentage of municipality's capital budget actually spent on capital projects identified for a particular The number of Jobs created through municipality's local economic development initiatives including IDP / SDBIP WAR GENERAL KPI apital projects WBS 17 WBS 18 PWBS 19 PWBS 20 WBS 21 PWBS 22

NGV S-V.M

|  |                                | PORTFOLIO OF<br>FYIDENCE                        | R 6 500 000 Quarter 1, 28.3 Quarter 4: Practical Completion Certificate   |                                     |                             | Progress report on<br>Maintenance of<br>cemetries   |   |                |                   |                |                   |    |
|--|--------------------------------|---|---|-------------------------------------|-----------------------------|---|---|----------------|-------------------|----------------|-------------------|----|
|  |                                | RESPONSIB ANNUAL LE BUDGET DEPARTME             | R 6.5   |                                     |                             | Operational   |   |                |                   |                |                   |    |
|  |                                | LE<br>DEPARTI                                   | 1 PWBS  |                                     |                             | PWBS  |   |                |                   |                |                   |    |
|  |                                | WOAKIEK 4                                       |   |                                     |                             | 4   |   |                |                   |                |                   |    |
|  | OUARTER                        |   | N/A   |                                     |                             | 4   |   |                |                   |                |                   |    |
|  | QUARTER 2                      |   | ď.  |                                     |                             |   |   |                |                   |                |                   |    |
|  | QUARTER 1                      | dy  |   |                                     | 4                           |   |   |                |                   |                |                   |    |
|  | ANNUAL TARGET QUARTER 1        |   |   |                                     | 4                           |   |   |                |                   |                |                   |    |
|  | BASELINE                       |   |   |                                     | 4 Cemetries                 | maintained in<br>2018/19  |   |                |                   |                |                   |    |
| 3 BASIC SERVICES   | KEY                            | INDICATOR<br>Number of                          | constructed   |                                     |                             | maintained  |   |                | 11                | _[ _[          | <u> </u>          |    |
| EVEL OPMENT  |                                | Construction of                                 | Library   |                                     | Maintenance of<br>Cemetries |   |   |                |                   |                |                   |    |
| Y S SDBIP FOR 2020/21; PUR<br>Y<br>Y AND INFRASTRUCTURE D  | STRATEGIC OBJECTIVES   PROJECT | To improve access to buildings and recreational |   |                                     | Cemetery facilities by 2022 |   | BIP/Operational Plan  |                |                   | Į,             | )                 | 0  |
| BACK TO BASICS PILLAR2: BASIC SERVICE DELIVERY KEY PERFORMANCE AREA: BASIC SERVICE DELIVERY AND INFRASTRUCTURE DEVELORMENT | IDP / SDBIP WAR GENERAL KPI    | <u> </u>  | projects intentitied for a particular financial year in terms of the municipality's integrated development plan | Percentage of municipalitys control |                             | projects returned or a particular financial year in teams of the municipality's integrated davelopment plan | Public Works and Basic Services Department 2020/21 SDBIP/Operational Plan | : Mr SV Amgadi | :29               | Fre            | \<br>             | 76 |
| BACK TO BASH<br>KEY PERFORM,   | IDP / SDBIP WA                 | PWBS 23   |   | PWBS 24                             |                             |   | ublic Works and   | Name of HoD    | Number of Targets | MW's Signature | Wayor's Signature |    |

## **APPENDIX B** (TO THE PERFORMANCE AGREEMENT)

## PERSONAL DEVELOPMENT PLAN

MUNICIPALITY:

Dr Nkosazana Dlamini-Zuma Municipality

**INCUMBENT:** 

**MR SV MNGADI** 

**JOB TITLE:** 

SENIOR MANAGER: PUBLIC WORKS AND BASIC

**SERVICES** 

**REPORT TO:** 

**MUNICIPAL MANAGER** 

1. What are the competencies required for this job (refer to competency profile of job description)?

| LEADING COMPETENCIES                 | Driving competency (of the leading competency)  |
|--------------------------------------|---|
| Strategic Direction and Leadership   | Impact and Influence     Institutional Performance     Management     Strategic Planning and Management     Organisational Awareness  |
| People Management                    | <ul> <li>Human Capital Planning and<br/>Development</li> <li>Diversity Management</li> <li>Employee Relations Management</li> <li>Negotiation and Dispute<br/>Management</li> </ul> |
| Programme and Project Management     | <ul> <li>Program and Project Planning and<br/>Implementation</li> <li>Service Delivery Management</li> <li>Program and Project Monitoring and<br/>Evaluation</li> </ul>             |
| Financial Management                 | Budget Planning and Execution     Financial Strategy and Delivery     Financial Reporting and Monitoring  |
| Change Leadership                    | <ul> <li>Change Vision and Strategy</li> <li>Process Design and Improvement</li> <li>Change Impact Monitoring and<br/>Evaluation</li> </ul>   |
| Governance Leadership                | <ul> <li>Policy Formulation</li> <li>Risk and Compliance Management</li> <li>Co-operative Governance</li> </ul>   |
| CORE COMPETENCIES                    |   |
| Moral Competence                     | 20%   |
| Planning and Organising              | 20%   |
| Analysis and Innovation              | 10%   |
| Knowledge and Information Management | 20%   |
| Communication                        | 10%   |
| Results and Quality Focus            | 20%   |
| Total Percentage                     | 100%  |



| 2. What competencies from the above list, does the job holder already possess?               |
|--|
| a. Strictegic direction & Leadership, Planning & organizing, Morel Competence                |
| 3. What then are the competency gaps? (If the job holder possesses all the necessary         |
| competencies, complete No's 5 and 6.)  |
| a. Pringrad Management, Program & Project Monggaret, Salemance Leadership                    |
| Actions/Training interventions to address the gaps/needs                                     |
| a. Project Managent, Pronacial managenet, change managenet, knowledget, EnPoration managenet |
| 5. Indicate the competencies required for future career progression/development              |
| a. Professional ECEA Registration! Professional technologist                                 |
| 6. Actions/Training interventions to address future progression                              |
| a. Firelise and Sibmitting of Engineering report to Ecsa by June 2020                        |
| 7. Comments/Remarks of the Incumbent : I am commented and take bade to                       |
| work and Strive to improve work promance. I am committed in                                  |
| 8. Comments/Remarks of the supervisor  |
| b. Comments/Remarks of the supervisor  |
|  |
|  |
|  |
|  |
|  |
| · · · · · · · · · · · · · · · · · · ·  |
| Agreed upon:   |
| Signature: Signature:  |
| Supervisor: Mr. NC Vezi / Employee: Mr. SV Mngadi  |

# CONFIDENTIAL 2020/21 FINANCIAL DISCLOSURE FORM

Appendix D (to the performance agreement)

| 2, me ander signed (sai name and i  | nitials) MR 5.    | 4. Magad        | ç<br>Ş           |                   |        |
|---|-------------------|-----------------|------------------|-------------------|--------|
| (Postal Address) 15 Mari  | on Avenue L       | 1081            |                  |                   |        |
| Scot  | + buryh 4081      |                 |                  |                   |        |
| (Residential Address) 15  |                   |                 |                  | 081               |        |
|   |                   |                 |                  |                   | _      |
| (Position held) School Mar  | nager! Public was | iks E Besic     | s Sevice         | .es               | _      |
| Tel: 039 833 1038   |                   |                 |                  |                   |        |
| Hereby certify that the following   |                   |                 |                  |                   |        |
| 1. Shares and other financial in See information sheet: note (  |                   | ounts with find | ancial institu   | utions.)          |        |
| Number of shares/Extent of financial interest   | Nature            | Nominal Valu    | e /              | Name of Company/E | Entity |
|   |                   | Α /             |                  |                   |        |
|   | / A               | n/              |                  |                   |        |
|   | //                |                 |                  |                   |        |
| 2. Directorships and partnerships see information sheet: note (a Name of corporate entity partnership or firm | 2)                |                 | Amount<br>Income | of Remuneration   | /      |
|   | <u> </u>          |                 |                  |                   |        |
|   |                   |                 |                  |                   |        |
|   |                   |                 |                  |                   |        |
|   |                   |                 |                  |                   |        |
|   |                   |                 |                  |                   |        |
|   |                   |                 |                  |                   |        |

| 3  | Remunerated | work  | outside   | the  | Municipality |
|----|-------------|-------|-----------|------|--------------|
| J. | Remunerateu | MOL.V | on i sine | 1116 | MURICIPALLA  |

Must be sanctioned by Council, See information sheet: note (3)

| Name of Employer | Type of Work | Amount of Remuneration / |
|------------------|--------------|--------------------------|
|                  |              | Income                   |
|                  |              |                          |
|                  | MI           |                          |
|                  |              |                          |
|                  |              |                          |
|                  |              |                          |

Council resolution and date\_\_\_\_

## 4. Consultancies and retainerships

See information sheet: note (4)

| Name of client | Nature | Type of activity | business | Value of any received | benefits |
|----------------|--------|------------------|----------|-----------------------|----------|
|                |        | 10               |          |                       |          |
|                | A      |                  |          |                       |          |
|                |        |                  |          |                       |          |

# 5. Sponsorships

See information sheet: note (5)

| Source assistance/sponsorship | Description of assistance / sponsorship | Value sponsor | assistance | / |
|-------------------------------|---|---------------|------------|---|
|                               | A IA                                    |               |            |   |
|                               |   |               |            |   |

# 6. Gifts and hospitality from a source other than a family member

See information sheet: note (6)

| Description | Value | Source |  |
|-------------|-------|--------|--|
|             | MA    |        |  |
|             |       |        |  |
|             |       |        |  |

| 2 | l r | ,   |     |   |
|---|-----|-----|-----|---|
| Z | l - | 100 | 181 | 1 |

| 7 | Land | and | property |
|---|------|-----|----------|
|   | Lunc | unu | DIODELIA |

See information sheet: note (7)

| Extent  | Area        | Value        |
|---------|-------------|--------------|
| 1050 M2 | Scott-burgh | R1500 000.00 |
|         |             |              |
|         |             |              |
|         |             |              |

| SIGNAT  | IDE | OF  | FAADI | OVEE |
|---------|-----|-----|-------|------|
| OTOINY! | UNL | OI. | CALL  |      |

DATE:

PLACE:

#### OATH / AFFIRMATION

| 1. |       | ify before administering the oath/affirmation I asked the deponent the following questions and down her/his answers in his/her presence: |
|----|-------|--|
|    | (i)   | Do you know and understand the contents of the declaration?  |
|    | Angua | · Vec  |

(ii) Do you have any objection to taking the prescribed oath or affirmation?

Answer NO

(iii) Do you consider the prescribed oath or affirmation to be binding on your conscience?

Answer 755

2. I certify that the deponent has acknowledged that she/he knows and understands the contents of this declaration. The deponent utters the following words: "I swear that the contents of this declaration are true, so help me God." / "I truly affirm that the contents of the declaration are true". The signature/mark of the deponent is affixed to the declaration in my presence.

| Full first names and surname     |  |
|----------------------------------|--|
| CHRIL SHABOI                     | (Block letter  |
| Designation (rank)SGT            | Ex Officio Republic of South Afric                   |
| Street address of institution 07 | SON STREET CRUGHTON                                  |
| Date <u>2020 -07- 08</u>         | Place SOUT REPORTE SERVICE  COMMUNITY SERVICE CENTRE |
|                                  | 2020 -07- 08   |
|                                  | CREIGHTON SAPS  KWAZULU - NATAL                      |
| CONTENTS NOTED : MUNICIPAL MAN   |  |

5 Page D r Nkosazana Dlamini-Zuma Municipality