



DR NKOSAZANA DLAMINI-ZUMA MUNICIPALITY

PERFORMANCE AGREEMENT

(commencing 01 July 2019)

Made and entered into by and between

DR NKOSAZANA DLAMINI-ZUMA MUNICIPALITY

(represented by Cllr Patricia Ngeneleni Mncwabe in her duly-authorized capacity as Mayor of the municipality, hereinafter referred to as the Employer)

and

MR NKOSIYEZWE CYPRIAN VEZI MUNICIPAL MANAGER (ACCOUNTING OFFICER)

(hereinafter referred to as the Employee)

Financial year 01 July 2019 to 30 June 2020

NCJ

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 annually 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 2019** 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.

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.

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 MM, excluding the KPA objectives of the five departments reporting directly to the MM) with a weighting of one-sixth, added to the weighted-average performance assessment outcomes, per national KPA, of the five managers that report directly to the Employee (that is the managers for Corporate Support Services, Public Works and Basic Services, Financial Services, Community Services and Development and Town Planning Services) with a weighting of five-sixth, which are linked to the KPA's, and when added together to make six sixth will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

Key Performance Areas (KPA's) - ONLY FOR THE KPAs THAT ARE SPECIFIC TO THE OFFICE OF THE MM, PER ANNEXURE A, EXCLUDING THE KPAs OF THE FIVE MANAGERS REPORTING DIRECTLY TO THE MM.	
Basic Service Delivery	10 %
Municipal Institutional Development and Transformation	10%
Social and Local Economic Development (LED)	15%
Municipal Financial Viability and Management	10%
Good Governance and Public Participation	45 %
Cross-cutting interventions	10 %
Total	100%

06.4 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	<ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness 	8.333%
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	8.333%
Programme and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation 	8.333%
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	8.333%
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation 	8.333%
Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Co-operative Governance 	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 a factor of one-sixth.

(e) The weighted-average actual outcome scores of the five departmental managers, using the weightings contained in their performance agreements, will then be calculated, per national KPA, and assigned a weighting of five sixth.

(f) Calculating at the level of each national KPA, the one-sixth score calculated in 7.5.1 (d) above and the five sixth score calculated in 7.5.1 (e) above will be combined to give the final overall scoring outcome for the Employee working in conjunction with the five departments that he manages.

(g) It is expressly acknowledged that this approach to calculating an overall scoring outcome for the Municipal Manager is intended to combine, in a balanced manner, the outcomes for the MM's office alone together with the outcomes of the five departments that he manages.

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.

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 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)(d)** 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 2019	30 November 2019
Second	October to December 2019	30 January 2020 (as the basis for preparation of the 2019/20 mid-year budget and performance assessment report)
Third	January to March 2020	31 May 2020
Fourth /Annual	April to June 2019	31 July 2020 (as a basis for preparation of the 2019/20 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 **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 an Employee (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;

whose decision shall be final and binding on both parties.

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;


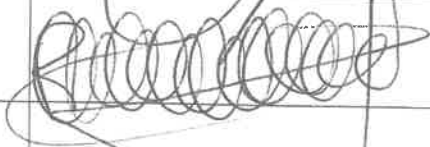
whose decision shall be final and binding on both parties.

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 Municipal 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.

Signed and accepted: NC Vezi	
Signed and accepted by Councillor PN Mncwabe	
Date Performance Plan signed	
Witness Number One : Name and Signature	
Witness Number Two : Name and Signature	

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

PERSONAL DEVELOPMENT PLAN

MUNICIPALITY: Dr Nkosazana Dlamini-Zuma Municipality

INCUMBENT: NC VEZI

JOB TITLE: MUNICIPAL MANAGER

REPORT TO: MAYOR

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

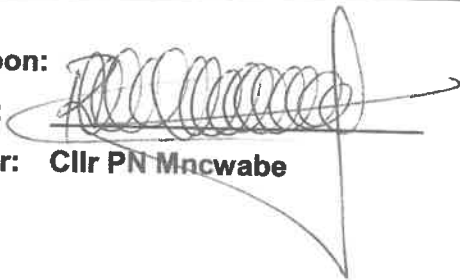
LEADING COMPETENCIES	Driving competency (of the leading competency)
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management
Programme and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation
Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Co-operative Governance
CORE COMPETENCIES	
Moral Competence	
Planning and Organising	
Analysis and Innovation	
Knowledge and Information Management	
Communication	
Results and Quality Focus	
Total Percentage	

2. What competencies from the above list, does the job holder already possess? a.
3. What then are the competency gaps? (If the job holder possesses all the necessary competencies, complete No's 5 and 6.) a.
4. Actions/Training interventions to address the gaps/needs a.
5. Indicate the competencies required for future career progression/development a. High level training in Governance
6. Actions/Training interventions to address future progression a. Enrolment for a Higher Degree in the field.
7. Comments/Remarks of the Incumbent
8. Comments/Remarks of the supervisor

Agreed upon:

Signature:

Supervisor: Cllr PN Mncwabe



Signature:

Employee: NC Vezi



2019/20 DEPARTMENTAL SCORECARD TEMPLATE

EMPLOYEE NAME:	MR NC VEZI	EMPLOYEE NUMBER:						
JOB TITLE :	MUNICIPAL MANAGER	DEPARTMENT:	OFFICE OF THE MUNICIPAL MANAGER					
EMEDIATE SUPERVISOR:	MAYOR	FINANCIAL YEAR:	2019/20					
JOB PURPOSE								

KPA	WEIGHTING	IDP NO.	KEY PERFORMANCE INDICATORS	BASELINE	ANNUAL TARGET	PORTFOLIO OF EVIDENCE
Basic Service Delivery	KPA 10	DTPS03	Number of Spatial Development Framework reviewed	2018/2019 Reviewed Spatial Development Framework	1 Spatial Development Framework Reviewed by 30 June 2020	Quarter 1: (1) Terms of Reference (2) Appointment Letter Quarter 2: (1) Inception Report and Status Quo Report Quarter 3: (1) Draft SDF (2) Council Resolution for noting of Draft SDF Quarter 4: (1) Final SDF (2) Council resolution for Adoption of Final SDF

KPA	WEIGHTING	IDP NO.	KEY PERFORMANCE INDICATORS	BASELINE	ANNUAL TARGET	PORTFOLIO OF EVIDENCE
KPA	KPI	OMM 1	Number of IDP reviews	Adopted 2019/2020 IDP	Review 2020/2021 IDP by 30 June 2020	<p>Quarter 1: Process Plan Advert Council Resolution</p> <p>Quarter 2: Attendance Register, Minutes and Agenda</p> <p>Quarter 3: Draft IDP Council Resolution Proof of Submission and Advert</p> <p>Quarter 4: Final IDP Advert Council Resolution and Proof of Submission</p>
	5					

KPA	WEIGHTING	IDP NO.	KEY PERFORMANCE INDICATORS	BASELINE	ANNUAL TARGET	PORTFOLIO OF EVIDENCE
KPA	KPI	OMM 2	Number of Performance Reviews conducted	2018/19 Performance Reviews reports	Facilitate 4 Performance Reviews (2 Formal & 2 Informal) for S54A and S56 Managers by 30 June 2020	<p>Quarter 1: Report for the 2018/19 PMS Reviews Attendance Register Council Resolution</p> <p>Quarter 2: Report for the Q1 PMS Reviews Attendance Register</p> <p>Quarter 3: Mid-year Performance Report for PMS Reviews Attendance Register Council Resolution</p> <p>Quarter 4: Report for the Q3 PMS Reviews Attendance Register</p>
45	5					

Good governance and Public Participation
 Good governance and Public Participation

KPA	WEIGHTING	IDP NO.	KEY PERFORMANCE INDICATORS	BASELINE	ANNUAL TARGET	PORTFOLIO OF EVIDENCE
KPA	5	OMM 7	Number of public participation meetings held	4 Quarterly Ward Committee Meetings held in 18/19 Financial Year	Four quarterly Ward Committee meetings held by 30 June 2020	<p>Quarter 1- Annual Schedule of Meetings approved by Council</p> <p>Agenda, Minutes of the Meeting</p> <p>Attendance Register</p> <p>Cogta Ward Committee</p> <p>Functionality Report</p> <p>Quarter 2-4</p> <p>Agenda, Minutes of the meeting</p> <p>Attendance Register</p> <p>Cogta Ward Committee</p> <p>Functionality Report</p>

KPA	WEIGHTING	IDP NO.	KEY PERFORMANCE INDICATORS	BASELINE	ANNUAL TARGET	PORTFOLIO OF EVIDENCE
KPA	KPI	OMM 3	Number of Performance reports developed	Reports approved by Council in 18/19 Financial Year	4 performance reports submitted to APAC/MPAC & Council (quarterly, mid year and Annual Report) by 30 June 2020	<p>Quarter 1 2018/2019 APR Proof of Submission to AG & Cogta</p> <p>Quarter 2 2019/2020 First Quarter Performance Report Council Resolution</p> <p>Quarter 3 2019/2020 Q2 & Mid-year Performance Report Mid Term Report Council Resolution</p> <p>Quarter 4 2018/19 Final Annual Report Proof of Submission to COGTA, AG, Treasury</p> <p>Quarter 4 Third Quarter Performance Report Council Resolution</p>
						5

KPA	WEIGHTING	IDP NO.	KEY PERFORMANCE INDICATORS	BASELINE	ANNUAL TARGET	PORTFOLIO OF EVIDENCE
KPI	5	OMM 5	Number of internal audit reports submitted to APAC	audit reports issued in 2018/19	4 quarterly audit reports submitted to APAC by 30 June 2020	Quarter 1-Quarter 4 Audit Reports Signed Internal audit plan approved by APAC Minutes Attendance Register
KPI	5	OMM 6	Number of reports on the Implementation of the Anti-fraud and Anti-Corruption strategy	2018/19 Approved Anti-fraud and Anti-Corruption strategy	4 quarterly reports on the implementation of the Anti-Fraud and Corruption strategy submitted to Manco & Audit Committee by 30 June 2020	Quarter 1-Quarter 4: Signed reports on the implementation of the Anti-Fraud and Corruption strategy Minutes of APAC & Attendance Registers

KPA	WEIGHTING	IDP NO.	KEY PERFORMANCE INDICATORS	BASELINE	ANNUAL TARGET	PORTFOLIO OF EVIDENCE
KPA	KPI	OMM 8	Number of municipal programmes published in different media platforms	04 municipal programmes published in different media platforms in 2018/19	20 municipal programmes published in different media platforms by 30 June 2020	Quarter 1-4 Detailed reports on activities undertaken by Communications Unit Council Resolution Attendance Register
5	5	OMM 9	Number of policies, strategies & charters approved	1 Audit 1 Committee Charter 1 Internal Audit Charter 1 Anti-fraud and anti-corruption Strategy 1ERM Framework 1 PMS Framework/Policy	4 Policies, 2 Strategies & 2 Charters reviewed by 31 March 2020	Quarter 1 : NA Quarter 2: NA Quarter 3: Council Resolution Minutes Attendance Register Signed policies Quarter 4: NA
5	5					

KPA	WEIGHTING	IDP NO.	KEY PERFORMANCE INDICATORS	BASELINE	ANNUAL TARGET	PORTFOLIO OF EVIDENCE
KPA	KPI	OMM 10	Number of AG's Audit Findings resolved for 2018/19 FY	13 2017/28 AG findings resolved	Resolve 100% of AG's Audit findings for 2018/19 by 30 June 2020	<p>Quarter 1- 2 NA</p> <p>Quarter 3-4 Progress Report on the implementation of 18/19 Audit Action Plan</p> <p>Council Resolution Attendance Registers</p>
5	5	OMM 11	Number of Back to Basics reports submitted to COGTA	12 monthly B2B reports & 4 Quarterly reports	12 monthly back to basics reports submitted to COGTA by every 15th day of the month till 30 June 2019	<p>Quarter 1-Quarter 4</p> <p>Progress Reports on Back to Basics Proof of Submission to COGTA</p>

KPA	WEIGHTING	IDP NO.	KEY PERFORMANCE INDICATORS	BASELINE	ANNUAL TARGET	PORTFOLIO OF EVIDENCE
Municipal Financial Viability and Management	KPA 10	OMM 12	percentage of a municipality's annual capital budget actually spent on capital projects	100% of capital budget expenditure on 2018/19	100% of a municipality's annual capital budget actually spent on capital projects by 30 June 2020	Quarter 1-4 Council Resolution noting the Quarterly Expenditure Report

KPA	WEIGHTING	IDP NO.	KEY PERFORMANCE INDICATORS	BASELINE	ANNUAL TARGET	PORTFOLIO OF EVIDENCE
Municipal Institutional Development and Transformation	KPA KPI 10	OMM 4	Number of Risk Management workshops & follow-ups conducted	Risk Assessments held in March 2019	Conduct 1 Risk Assessment workshop in March 2020 & 2 risk management follow ups carried out by 30 June 2020	<p>Quarter 1 Attendance register Updated risk register Summary report on progress made on risk management</p> <p>Quarter 2 NA</p> <p>-Quarter 3 Attendance registers Updated risk registers</p> <p>Quarter 4: Attendance register Updated risk register Summary report on progress made on risk management</p>

KPA	WEIGHTING	IDP NO.	KEY PERFORMANCE INDICATORS	BASELINE	ANNUAL TARGET	PORTFOLIO OF EVIDENCE
Cross Cutting Interventions	<p>KPA 10</p> <p>KPI 10</p>	DTPS01	Number of Environmental Management Plan approved by Council	Appointment of service provider in 2018/2019 financial year	1 Approved Environmental Management Plan by 30 June 2020	<p>Quarter 1:</p> <p>(1) Inception and status quo report</p> <p>Quarter 2</p> <p>(1) First draft of Environmental Management Plan</p> <p>Quarter 3</p> <p>(1) Attendance Registers for Public Participation Meetings</p> <p>(2) Public Participation Report</p> <p>Quarter 4</p> <p>1) Final Environmental Management Plan</p> <p>2) Council Resolution for the adoption of the Environmental Management Plan</p>

KPA	WEIGHTING	IDP NO.	KEY PERFORMANCE INDICATORS	BASELINE	ANNUAL TARGET	PORTFOLIO OF EVIDENCE
KPA Social and Local Economic Development (LED)	15 <small>KPA</small>	DTP02	Number of Land Use Scheme adopted	Draft Land Use Scheme developed in 2018/2019 Financial year	1 Land Use Scheme adopted by council by 31 December 2019	Quarter 1: Attendance Registers for Public Participation Meetings (2) Public Participation Report Quarter 2: (1) Council resolution for adoption of Draft Land Use Scheme. (2) Final Land Use Scheme Quarter 3-4: NA

KPA	WEIGHTING	IDP NO.	KEY PERFORMANCE INDICATORS	BASELINE	ANNUAL TARGET	PORTFOLIO OF EVIDENCE
KPA	KPI 5	DTPS04	Number of General Plans submitted to Surveyor General for approval	Engagement of All relevant stake holders in 2018/2019 financial year	Submission of Bulwer General Plans to Surveyor General for approval by 31 December 2019	<p>Quarter 1: Record of decision from the MPT</p> <p>Quarter 2:</p> <p>(1) Letter of submission to Surveyor General</p> <p>Quarter 3-4: N/A</p>

WEIGHTING	IDP NO.	KEY PERFORMANCE INDICATORS	BASELINE	ANNUAL TARGET	PORTFOLIO OF EVIDENCE
KPA	5	Number of Hierarchy of Plans (Nodal Plan/ Local Area Plan/ Precinct Plan) approved by Council	Engagement of All relevant stake holders in 2018/2019 financial year	3 Hierarchy of Plans approved by Council by 31 March 2020	<p>Quarter 1: Council Resolution for noting the Draft Nodal/ Local Area Plan/ Precinct Plan</p> <p>Quarter 2: Attendance Registers for Public Participation Meetings (2) Public Participation Report</p> <p>Quarter 3: Council Resolution</p>
Total	100			100	


 MR NC VEZI
 MUNICIPAL MANAGER

CONFIRMATION

_____ DATE

**CONFIDENTIAL
FINANCIAL DISCLOSURE FORM**

Appendix D (to the performance agreement)

I, the undersigned (surname and initials) Vezi Nc

(Postal Address) P.O. Box 27603, UMZinto 4200

(Residential Address) Jolivet Mission Village, Ixopo 3276

(Position held) Municipal Manager

(Name of Municipality) NDZ LM

Tel: 039 833 1038 Fax: N/A

Hereby certify that the following is complete and correct to the best of my knowledge:

1. Shares and other financial interests (Not bank accounts with financial institutions.)
See information sheet: note (1)

Number of shares/Extent of financial interest	Nature	Nominal Value	Name of Company/Entity
//	//		//

2. Directorships and partnerships
See information sheet: note (2)

Name of corporate entity, partnership or firm	Type of business	Amount of Remuneration / Income
<u>Mogangadi Enterprise</u>	<u>Sole Trader</u>	<u>R20 000 p.a</u>
<u>Magimaga Bus. Enterprise</u>	<u>Sole Trader</u>	<u>R30 000 p.a</u>

CONFIDENTIAL

3. Remunerated work outside the Municipality

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

Name of Employer	Type of Work	Amount of Remuneration / Income
//	//	//

Council resolution and date _____

4. Consultancies and retainerships

See information sheet: note (4)

Name of client	Nature	Type of business activity	Value of any benefits received
//	//	//	//

5. Sponsorships

See information sheet: note (5)

Source of assistance/sponsorship	Description of assistance / sponsorship	Value of assistance / sponsorship
//	//	//

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

See information sheet: note (6)

Description	Value	Source
//	//	//

CONFIDENTIAL

7. Land and property

See information sheet: note (7)

Description	Extent	Area	Value



SIGNATURE OF EMPLOYEE

DATE: _____

PLACE: _____

OATH / AFFIRMATION

1. I certify before administering the oath/affirmation I asked the deponent the following questions and wrote down her/his answers in his/her presence:

(i) Do you know and understand the contents of the declaration?

Answer Yes _____

(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 Yes _____

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.

I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION (COPY) OF THE ORIGINAL DOCUMENT WHICH WAS HANDLED TO ME FOR AUTHENTICATION. I FURTHER CERTIFY THAT FROM MY OBSERVATIONS AN AMENDMENT OR A CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.



 SIGNATURE
 FORCE NUMBER: 72157022 RANK: CST
 NAME IN PRINT: S.P. Mhonyani



Commissioner of Oath / Justice of the Peace

Maseko
MASEKO

CONFIDENTIAL

Commissioner of Oath / Justice of the Peace

Full first names and surname

PKULUKO MASEKO

(Block letters)

Designation (rank) CONSTABLE

Ex Officio Republic of South Africa

Street address of institution 07 WATSON STREET CREIGHTON

Date 2019-07-12

Place CREIGHTON

Municipal Manager

CONTENTS NOTED : MUNICIPAL MANAGER

DATE:

DRUTHI MUNDIWADE PLINDE
MUNICIPAL SERVICE CENTRE
2019-07-12
MUNICIPAL MANAGER
ERROLU-NATAL