

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE MUNICIPALITY OF **KWADUKUZA**,
AS REPRESENTED BY THE ACCOUNTING OFFICER

MR N. J MDAKANE
MUNICIPAL MANAGER

AND

MR T.T NXUMALO
EXECUTIVE DIRECTOR: CIVIL ENGINEERING

FOR THE

FINANCIAL YEAR: 1 May 2024– 30 JUNE 2024

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Municipality of **KwaDukuza**, herein represent by **Mr N. J Mdakane** in his capacity as **Municipal Manager** (hereinafter referred to as the Employer or Accounting Officer)

and

**MR T.T NXUMALO, EXECUTIVE DIRECTOR: CIVIL
ENGINEERING**
of **KwaDukuza** (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 of the Local Government: Municipal Systems Acts 32 of 2000 ("the System Act"). The Employer and the Employee are hereinafter referred to as "the Parties".
- 1.2 Section 57 of the Systems Act, read with the Contract of Employment concluded between 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 the relevant Sections of the Systems Act.

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2. PURPOSE OF THIS AGREEMENT

The Purpose of this Agreement is to:

- 2.1 Comply with the provisions of the Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2 Specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 Specify accountabilities as set out in the Performance Plan, which forms an annexure to the performance agreement.
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 2.6 Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 Give effect to the Employer's commitment to a performance-orientated relationship with it's Employee in attaining equitable and improved service delivery.

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3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **6 May 2024** and will remain in force until **30 June 2024**. Thereafter 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.⁵
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 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.

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4. PERFORMANCE OBJECTIVES

4.1 The Performance Plan 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 the performance plan is set by the employer in consultation with the employee and based on the Integrated Development Plan and the Budget of the municipality 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.

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5. PERFORMANCE MANAGEMENT SYSTEM


- 5.1 The Employee agrees to participate in the Performance Management System that the Employer adopts or introduces for 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 Employer, management, and municipal staff to perform to the standards required.
- 5.3 The Employer will consult the Employee about the specific performance standard 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 the Key Performance Areas (KPAs) (including special projects relevant to the employee's responsibilities) within the local government framework
- 5.5 The criteria upon which the performance of the employee must be assessed consist of two components, both of which must be contained in the performance agreement. The employee must be assessed against both components, with a weighting of 80: 20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs), respectively. Each area of assessment will be weighted and will contribute a specific part to the total score. KPAs covering the main areas of work will account for 80 % and CCR s will account for 20 % of the final assessment.
- 5.6 The employee's assessment will be based on his or her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee.

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KEY PERFORMANCE AREAS (KPA'S)	WEIGHTING
Spatial Planning & Environmental Management	0%
Basic Service Delivery	39%
Local Economic Development (LED)	12%
Municipal Financial Viability and Management	21%
Good Governance and Public Participation	28%
Municipal Transformation and Institutional Development	0%
TOTAL	100%


- 5.7 In the case of managers directly accountable to the municipal manager, key performance areas related to the functional area of the relevant manager, must be subject to negotiation between the municipal manager and the relevant manager.
- 5.8 The Competency Framework (CF) will make up the other 20% of the employee's assessment score. The Competency Framework as contained in the Local Government Regulations on Appointment and Conditions of Employment of Senior Managers, 2014 must be used for this purpose. The Regulations state that there is no hierarchal connotation to the structure and all competencies are essential to the role of a Senior Manager to influence high performance. All competencies must therefore be considered as measurable and critical in assessing the level of a Senior Managers performance.

Comptency Framework Structure (Competency Descriptions attached as Annexure B)


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The competencies that appear in the competency framework are detailed below : -

Leading competencies		Weighting in %
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness 	15%
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	10%
Program and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation 	18%
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	10%
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation 	10%
Governance & Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance 	10%
Core competencies		
Moral Competence		7%
Planning and Organising		5%
Analysis and Innovation		5%
Knowledge and Information Management		5%
Communication		5%
TOTAL WEIGHT		100%


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6. EVALUATING PERFORMANCE

6.1 This Agreement sets out:

6.1.1 The standards and procedures for evaluating Employee's performance; and

6.1.2 The intervals for the evaluation of the Employee's performance.

6.2 Despite the establishment of intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.

6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.

6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

6.5 The annual performance appraisal will involve:

6.5.1 Assessment of the achievement of results as outlined in the performance plan:

(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 must then be used to add the scores and calculate a final KPA score.

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6.5.2 Assessment of the Competency Framework

- (a) Each Competency should be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the five-point scale should be provided for each competency.
- (c) The applicable assessment rating calculator then be used to add the scores and calculate a final competency score.

6.5.3 Overall Rating

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

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6.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and Competency Framework:

RATING	CATEGORY	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.

6.7 For purposes of evaluating the annual performance of the municipal manager, an evaluation panel constituted of the following persons must be established –

- (i) Mayor.
- (ii) Chairperson of the performance audit committee.
- (iii) Member of the executive committee.

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- (iv) Mayor and/or municipal manager from another municipality; and
- (v) Member of a ward committee as nominated by the Mayor.

- 6.8 For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established –
- (i) Municipal Manager.
 - (ii) Chairperson of the performance audit committee.
 - (iii) Member of the executive committee.
 - (iv) Municipal manager from another municipality.

- 6.9 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels.

7. SCHEDULE FOR PERFORMANCE REVIEWS

- 7.1 The performance of the employee in relation to his or her performance agreement must be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

First quarter	:	July - September
Second quarter	:	October - December
Third quarter	:	January-March
Fourth quarter	:	April-June

- 7.2 The employer must keep a record of the mid-year review and annual assessment meetings.
- 7.3 Performance feedback must be based on the employer's assessment of the employee's performance.

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- 7.4 The employer will be entitled to review and make reasonable changes to the provisions of the performance plan from time to time for operational reasons on agreement between both parties.
- 7.5 The employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented and/or amended as the case may be on agreement between both parties.

8. **DEVELOPMENTAL REQUIREMENTS**

A personal development plan (PDP) for addressing developmental gaps must form part of the performance agreement.

9. **OBLIGATIONS OF THE EMPLOYER**

9.1 The Employer must:

- 9.1.1 Create an enabling environment to facilitate effective performance by the Employee;
- 9.1.2 Provide access to skills development and capacity building opportunities;
- 9.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 9.1.4 On the request of the Employee delegates such powers reasonably required by the Employee to enable him/her to meet the performance objectives and targets established in term of this Agreement; and
- 9.1.5 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.

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10. CONSULTATION

- 10.1 The Employer agrees to consult the Employee timeously were the exercising of the powers will have amongst others:
- 10.1.1 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; and
 - 10.1.3 A substantial financial effect on the Employer.
- 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 above, as soon as is practicable to enable the employee to take any necessary action without delay.
- 10.3 As soon as is practicable to enable the Employee to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 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 –

The Performance Management Regulations stipulates that a minimum of 130% qualifies for a 5% bonus and a score of 167% qualifies for a 14% performance bonus, since there are amendments made in terms of

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COGTA performance guidelines which have percentages below 130%, the following criteria will be used to cover both the Regulations and the amended COGTA guidelines:


- A score of 100% -114% is awarded a bonus of 3%
- A score of 115% -129% is awarded a bonus of 4%
- A score of 130% -149% is awarded a bonus between 5% - 9%
- A score of 150% -159% is awarded a bonus of 10%
- A score of 160% -167% is awarded a bonus between 12% - 14%

The table below stipulates the guidelines on the exact % paid out according to the scores achieved:

Rating score achieved	Percentage score achieved	Bonus paid
1	69% and below	0%
2	70% - 99%	0%
3	100% - 114%	3%
	115% - 129%	4%
4	130% - 135%	5%
	136% - 140%	7%
	141% - 143%	8%
	144% - 149%	9%
5	150% - 159%	10%
	160%- 167%	12% - 14%

11.3 In the case of unacceptable performance, the employer shall –

- (a) provide systematic remedial or developmental support to assist the employee to improve his or her performance; and
- (b) after appropriate performance counselling and having provided the necessary guidance and/or support and


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reasonable time for improvement in performance, and performance does not improve, the employer may consider steps to terminate the contract of employment of the employee on grounds of unfitness or incapacity to carry out his or her duties.

12. DISPUTE RESOLUTION

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 provided for, shall be mediated by:

(a) In the case of the municipal manager, 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 designated by the MEC ; and

(b) 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.

12.2 Any disputes about the outcome of the employee's performance evaluation, must be mediated by –

(a) In the case of the municipal manager, 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 designated by the MEC ; and

(b) 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 Local Government: Municipal Regulations for Municipal Managers & Managers Directly Accountable to Municipal Managers, 2006, within

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thirty (30) days of receipt of a formal dispute from the employee;

whose decision shall be final and binding on both parties.

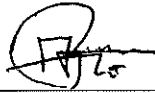
13. **GENERAL**


- 13.1 The contents of the performance agreement must be made available to the public by the employer in accordance with the Municipal Finance Management Act, 2003 and Section 46 of the Act.
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the employee in terms of his or her employment contract, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 13.3 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.


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Thus, done and signed at KwaDukuza on this the 1st day of May 2024.

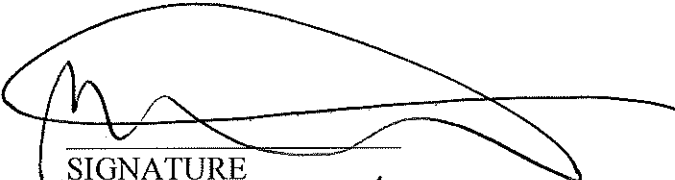
EMPLOYEE :


THEMBELA NXUMALO 
PRINT NAME SIGNATURE


WITNESS 1 : Mourneleto R. Mahlahla 
PRINT NAME SIGNATURE

WITNESS 2 : P. Mbezi Khumoni 
PRINT NAME SIGNATURE

EMPLOYER :

N.J. MDAKANE 
PRINT NAME SIGNATURE

WITNESS 1 : QINISILE MSWELI 
PRINT NAME SIGNATURE

WITNESS 2 : Pearl Mbili 
PRINT NAME SIGNATURE


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PERSONAL DEVELOPMENT PLAN

MUNICIPALITY : KWADUKUZA
INCUMBENT : T.T NXUMALO
SALARY : _____
JOB TITLE : EXECUTIVE DIRECTOR: CIVIL ENGINEERING
REPORT TO : MUNICIPAL MANAGER

1. What are the competencies required for this job (refer to competency profile of job description)?
 - relevant policy and legislation
 - institutional governance systems
 - performance management
 - engineering master planning
 - project management and implementation
 - supply Chain Management regulations and Preferential Procurement Framework Act 2000
2. What competencies from the above list, does the job holder already possess?
 - All
3. What then are the competency gaps? (If the job holder possesses all the necessary competencies, complete No's 5 and 6.)
 - N/A
4. Actions/Training interventions to address the gaps/needs
 - N/A
5. Indicate the competencies required for future career progression/development
 - N/A
6. Actions/Training interventions to address future progression
 - N/A
7. Comments/Remarks of the Incumbent
 - N/A

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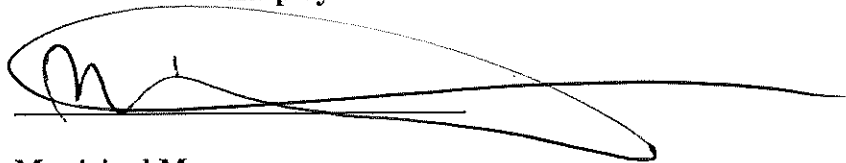
8. Comments/Remarks of the supervisor

- N/A

Agreed upon

Employer

Signature :

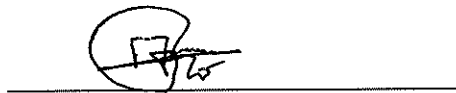


Supervisor : Municipal Manager

Date : 01 May 2024

Employee

Signature :



Incumbent : T.T NXUMALO

Date : 01 May 2024

Date of next review: 30 June 2024

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FINANCIAL DISCLOSURE FORM

I, the undersigned (surname and initials) Nxumalo, T.T, of

79 RUSTON PLACE, PHOENIX, 4068
(Postal address)

and 79 RUSTON PLACE, PHOENIX, 4068
(Residential address)

employed as **Executive Director : Civil Engineering** at the **KwaDukuza Municipality**
hereby certify that the following information 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 or entity
N/A			

2. **Directorships and Partnerships**

See information sheet: Note (2)

Name of Corporate entity, partnership or firm	Type of business	Amount of Remuneration or Income
N/A		

3. **Remunerated work outside the Municipality (As sanctioned by Council)**

See information sheet: Note (3)

Name of Employer	Type of work	Amount of Remuneration or Income
N/A		

Council sanction confirmed :

Signature of Municipal Manager :

Date : 01 May 2024

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4. Consultancies and retainerships

See information sheet: Note (4)

Name of client	Nature	Type of business activity	Value of benefits received
	N/A		

5. Sponsorships

See information sheet: Note (5)

Source of sponsorship	Description of sponsorship	Value of sponsorship
	N/A	

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


See information sheet: Note (6)

Description	Value	Source
	N/A	

7. Land and property


See information sheet: Note (7)

Description	Extent	Area	Value
Residential Property	250 m ²	Phoenix	R 400 k


SIGNATURE OF EMPLOYEE

DATE: 01 May 2024

PLACE: KwaDukuza

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OATH/AFFIRMATION

1. I certify that 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

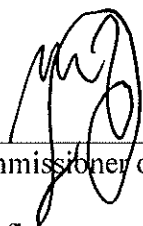
(iii) Do you consider the prescribed oath or affirmation to be binding on your conscience?

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.

WILLIAM MTHANDENI MKHIZE
HR ADMINISTRATION OFFICER
KWADUKUZA MUNICIPALITY
COMMISSIONER OF OATHS
(EX-OFFICIO)


Commissioner of Oath / ~~Justice of the Peace~~

TEL: 032 437 5145

CELL: 083 562 9638

Full first names and surname: William Mthandeni Mkhize (Block letters)

Designation (rank): EX OFFICIO Ex Officio Republic of South Africa


Street address of institution: 14 CHIEF ALBERT LUTHULI STREET
KWADUKUZA

Date: 01 May 2024

Place: Kwadukuzi


CONTENTS NOTED: MUNICIPAL MANAGER

DATE: 01 May 2024


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INFORMATION SHEET FOR THE GENERIC FINANCIAL DISCLOSURE FORM

The following notes is a guide to assist with completing the Financial Disclosure form (Annexure 1):

NOTE 1: Shares and other financial interests

Designated employees are required to disclose the following details with regard to shares and other financial interests held in any private or public company or any other corporate entity recognised by law:

- The number, nature and nominal value of shares of any type;
- The nature and value of any other financial interests held in any private or public company or any other corporate entity; and
- The name of that entity.

NOTE 2: Directorships and partnerships

Designated employees are required to disclose the following details with regard to directorships and partnerships:

- The name and type of business activity of the corporate entity or partnership/s; and
- The amount of any remuneration received for such directorship or partnership/s.

Directorship includes any occupied position of director or alternative director, or by whatever name the position is designated.

Partnership is a legal relationship arising out of a contract between two or more persons with the object of making and sharing profits.

NOTE 3: Remunerated work outside the Municipality (As sanctioned by Council)

Designated employees are required to disclose the following details with regard to remunerated work outside the public service:


- The type of work;
- The name and type of business activity of the employer; and
- The amount of the remuneration received for such work.

Remuneration means the receipt of benefits in cash or kind, and work means rendering a service for which the person receives remuneration.

NOTE 4: Consultancies and retainerships

Designated employees are required to disclose the following details with regard to consultancies and retainerships:

- The nature of the consultancy or retainership of any kind;
- The name and type of business activity, of the client concerned; and
- The value of any benefits received for such consultancy or retainerships.


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NOTE 5: Sponsorships

Designated employees are required to disclose the following details with regard to sponsorships:

- The source of the sponsorship;
- The description of the sponsorship; and
- The value of the sponsorship.

NOTE 6: Gifts and hospitality from a source other than a family member

Designated employees are required to disclose the following details with regard to gifts and hospitality:

- A description and the value and source of a gift with a value in excess of R350.00;
- A description and the value of gifts from a single source which cumulatively exceed the value of R350.00 in the relevant 12 month period; and
- Hospitality intended as a gift in kind.

Designated employees must disclose any material advantages that they received from any source e.g.

any discount prices or rates that are not available to the general public. All personal gifts within the family

and hospitality of a traditional or cultural nature need not be disclosed.

NOTE 7: Land and Property

Designated employees are required to disclose the following details with regard to their ownership and

other interests in land and property (residential or otherwise both inside and outside the Republic):

- A description of the land or property;
- The extent of the land or property;
- The area in which it is situated; and
- The value of the interest.

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CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS

1. Definitions

In this Schedule “partner” means a person who permanently lives with another person in a manner as if married.

2. General conduct

A staff member of a municipality must at all times –

- (a) loyally execute the lawful policies of the municipal council;
- (b) perform the functions of office in good faith, diligently, honestly and in a transparent manner;
- (c) act in such a way that the spirit, purport and objects of section 50 of the Local Government: Municipal Systems Act, Act 32 of 2000 are promoted;
- (d) act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised; and
- (e) act impartially and treat all people, including other staff members, equally without favour or prejudice.

3. Commitment to serving the public interest

A staff member of a municipality is a public servant in a developmental local system, and must accordingly—

- (a) implement the provisions of section 50 (2); of the Local Government: Municipal Systems Act, Act 32 of 2000;
- (b) foster a culture of commitment to serving the public and a collective sense of responsibility for performance in terms of standards and targets;
- (c) promote and seek to implement the basic values and principles of public administration described in section 195 (1) of the Constitution;
- (d) obtain copies of or information about the municipality’s integrated development plan, and as far as possible within the ambit of the staff member’s job description, seek to implement the objectives set out in the integrated development plan, and achieve the performance targets set for each performance indicator;
- (e) participate in the overall performance management system for the municipality, as well as the staff member’s individual performance appraisal and reward system, if such exists, in order to maximize the ability of the municipality as a whole to achieve its objectives and improve the quality of life of its residents.

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4. **Personal gain**

(1) A staff member of a municipality may not—

(a) use the position or privileges of a staff member, or confidential information obtained as a staff member, for private gain or to improperly benefit another person; or (b) take a decision on behalf of the municipality concerning a matter in which that staff member, or that staff member's spouse, partner or business associate, has a direct or indirect personal or private business interest.

(2) Except with the prior consent of the council of a municipality a staff member of the municipality may not –

(a) be a party to a contract for –

(i) the provision of goods or services to the municipality; or

(ii) the performance of any work for the municipality otherwise than as a staff member;

(b) obtain a financial interest in any business of the municipality; or

(c) be engaged in any business, trade or profession other than the work of the municipality.

5. **Disclosure of benefits**

(1) A staff member of a municipality who, or whose spouse, partner, business associate or close family member, acquired or stands to acquire any direct benefit from a contract concluded with the municipality, must disclose in writing full particulars of the benefit to the council.

(2) This item does not apply to a benefit which a staff member, or a spouse, partner, business associate or close family member, has or acquires in common with all other residents of the municipality.

6. **Unauthorised disclosure of information**

(1) A staff member of a municipality may not without permission disclose any privileged or confidential information obtained as a staff member of the municipality to an unauthorised person.

(2) For the purpose of this item "privileged or confidential information" includes any information -

(a) determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential;

(b) discussed in closed session by the council or a committee of the council;

(c) disclosure of which would violate a person's right to privacy; or

(d) declared to be privileged, confidential or secret in terms of any law.

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- (3) This item does not derogate from a person's right of access to information in terms of national legislation.

7. Undue influence

A staff member of a municipality may not –

- (a) unduly influence or attempt to influence the council of the municipality, or a structure or functionary of the council, or a councillor, with a view to obtaining any appointment, promotion, privilege, advantage or benefit, or for a family member, friend or associate;
- (b) mislead or attempt to mislead the council, or a structure or functionary of the council, in its consideration of any matter; or
- (c) be involved in a business venture with a councillor without the prior written consent of the council of the municipality.

8. Rewards , gifts and favours

(1) A staff member of a municipality may not request, solicit or accept any reward, gift or favour for –

- (a) persuading the council of the municipality, or any structure or functionary of the council, with regard to the exercise of any power or the performance of any duty;
- (b) making a representation to the council, or any structure or functionary of the council;
- (c) disclosing any privileged or confidential information; or
- (d) doing or not doing anything within that staff member's powers or duties.


(2) A staff member must without delay report to a superior official or to the speaker of the council any offer which, if accepted by the staff member, would constitute a breach of subitem (1).

9. Council property

A staff member of a municipality may not use, take, acquire, or benefit from any property or asset owned, controlled or managed by the municipality to which that staff member has no right.

10. Payment of arrears

A staff member of a municipality may not be in arrears to the municipality for rates and service charges for a period longer than 3 months, and a municipality may deduct any outstanding amounts from a staff member's salary after this period.


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11. Participation in elections

A staff member of a municipality may not participate in an election of the council of the municipality, other than in an official capacity or pursuant to any constitutional right.

12. Sexual harassment

A staff member of a municipality may not embark on any action amounting to sexual harassment.

13. Reporting duty of staff members

Whenever a staff member of a municipality has reasonable grounds for believing that there has been a breach of this Code, the staff member must without delay report the matter to a superior officer or to the speaker of the council.

14. Breaches of Code


Breaches of this Code must be dealt with in terms of the disciplinary procedures of the municipality envisaged in section 67(1)(h) of this Act

14 A. Disciplinary steps

(1) A breach of this Code is a ground for dismissal or other disciplinary steps against a staff member who has been found guilty of such a breach.

(2) Such other disciplinary steps may include –


- (a) suspension without pay for no longer than three months;
- (b) demotion;
- (c) transfer to another post;
- (d) reduction in salary, allowances or other benefits; or
- (e) an appropriate fine.


EMPLOYEE SIGNATURE

NXUMALO T.T
PRINT NAME


EMPLOYER SIGNATURE

MDAKANE N.J
PRINT NAME


M.P.M.
T.N.
P.M.K.

PERFORMANCE PLAN

Entered into by and between

THE KWADUKUZA MUNICIPALITY

And

EXECUTIVE DIRECTOR: CIVIL ENGINEERING

MR T.T NXUMALO

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 as reviewed annually.

2. Key responsibilities

The following objects of local government 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. Key Performance Areas

The following Key Performance Areas (KPA's) as outlined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers (2006), inform the strategic objectives listed in the table below:

- 3.1 Basic Service Delivery.
- 3.2 Municipal Institutional Development and Transformation.
- 3.3 Local Economic Development (LED).
- 3.4 Municipal Financial Viability and Management.
- 3.5 Good Governance and Public Participation.

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4. Key Performance Objectives and Indicators, for the Municipal Manager

The provisions and statutory time frames contained in the following legislation are required to be reported on and measured:

- 4.1 Section 157 of the Constitution of the Republic of South Africa, 1996
- 4.2 Local Government: Municipal performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Manager, 2006 (Regulation No. R805, dated 1 August 2006)
- 4.3 Regulation No. 796 (Local Government: Municipal Planning and Performance Management Regulations, 2001) dated 24 August 2001
- 4.4 Municipal Finance Management Act, 2003, in particular, but not limited to, Chapter 8. (Must include, *inter alia*, tariff policy, rates policy, credit control and debt collection policy, supply chain management policy and an unqualified Auditor General's report.)
- 4.5 Property Rates Act, 2004.
- 4.6 Municipal Structures Act, 1998, in particular, but not limited to, Chapter 5 (Powers and functions as determined by legislation or agreement)
- 4.7 Municipal Systems Act, 2000, in particular, but not limited to, sections 55 to 57
- 4.8 Any other applicable legislation specific to the Municipal Manager.

PERFORMANCE PLAN (SCORECARD ATTACHED)

Signed and accepted by

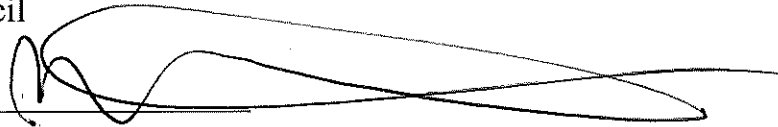


Job title: Executive Director: Civil Engineering Services

Date: 01 May 2024

Signed by the **MUNICIPAL MANAGER** on behalf of the **KWADUKUZA** Council

SIGN

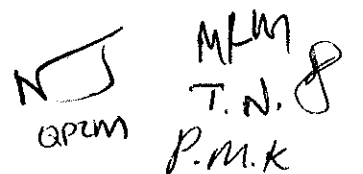


Date: 01 May 2024

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CIVIL ENGINEERING AND HUMAN SETTLEMENT SCORECARD 2023 - 2024 FINANCIAL YEAR

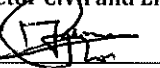

STRATEGIC OBJECTIVE FROM THE IDP	ORG SCORECARD OPMS-No.	NAME OF PROJECT	KEY PERFORMANCE INDICATORS	TARGET DESCRIPTION	ANNUAL BUDGET		Q3 January - March	Q4 April - June	Ward	Portfolio of Evidence (POE)
					AMOUNT	SOURCE OF FUNDING	Projected Target			
NATIONAL KEY PERFORMANCE AREA 2: GOOD GOVERNANCE & PUBLIC PARTICIPATION (Weighting=28%)										
To ensure clean audit is received by the municipality	CVL:01	Performance Information submission dates	Requested Performance information submitted to PM&E by due date.	Requested Performance information submitted to PM&E on the 10th of the month following quarter end.	R0	N/A	Requested Performance information submitted to PM&E on the 10th of April 2024	Requested Performance information submitted to PM&E on the 10th of July 2024	Internal	e-mail sent to PME.
To ensure clean audit is received by the municipality	CVL:02	Responses to IA Reports	number of progress reports submitted in response to findings raised by IA on performance information within 5 days of IA request.	4 progress reports submitted in response to findings raised by IA on performance information within 5 days of IA request.			1 progress report for Q2 of 2021/2022, submitted in response to findings raised by IA on performance information within 5 days of IA request.	1 progress report for Q3 of 2021/2022, submitted in response to findings raised by IA on performance information within 5 days of IA request.	Internal	1)E-mail from IA to the department sending them the findings to respond to. 2) E-mail from the department to IA responding to the findings.
To ensure clean audit is received by the municipality	CVL:03	Compliance	Compliance to relevant legislations monitored through implementation of checklist	100% Compliance to relevant legislations monitored through implementation of Civil and Human Settlements Department checklist by 30 June 2024	R0	N/A	Report on 100% compliance to relevant laws and regulations submitted to Director Project Executive.	Report on 100% compliance to relevant laws and regulations submitted to Director Project Executive.	Internal	Copy of a signed checklist by the ED and proof of submission to IA Director Project Executive.
To ensure clean audit is received by the municipality	CVL:04	AG Action Plans	Response time to update commitments from the AG action plan	4 AG Action Plans responded to Director Project Executive within 5 days of Director Project Executive submitting the action plan to the department.	R0	N/A	1 AG Action Plan responded to Director Project Executive within 5 days of Director Project Executive submitting the action plan to the department.	1 AG Action Plan responded to Director Project Executive within 5 days of Director Project Executive submitting the action plan to the department.	Internal	1)E-mail from IA Director Project Executive to the department sending them the Action Plan to update. 2) E-mail from the department to IA Director Project Executive responding to the AG action Plan
To ensure clean audit is received by the municipality	CVL:05	OSS	Number of war-room intervention reports on Operation Sukuma Sakhe submitted to the Head IGR	4 war-room intervention reports on Operation Sukuma Sakhe submitted to the Head IGR by 30 June 2024	R0	N/A	1 war-room intervention report on Operation Sukuma Sakhe submitted to the Portfolio Committee and Head IGR	1 war-room intervention report on Operation Sukuma Sakhe submitted to the Portfolio Committee and Head IGR	Internal	1) Proof of submission of report to Head IGR (e-mail and report)
To ensure clean audit is received by the municipality	CVL:06	Risk Management	% of action plans implemented from the risk register.	4 risk management reports on risk action plans implemented submitted to Risk Management Office by 30 June 2024	R0	N/A	1 risk management report on risk action plan implemented for Q2 of 2023/2024 by 10th January 2024.	1 risk management report on risk action plan implemented for Q3 of 2023/2024by 10th April 2024.	Internal	Risk management report, Proof of submission (Email from BU to RMU)
To ensure clean audit is received by the municipality	CVL:07	Risk Management	Attendance of annual risk assessment by target date.	Attendance of annual risk assessment in Q4 of each financial year.	R0	N/A	No Target	Attendance of Annual Risk Assessment.	Internal	Attendance Register.
To ensure clean audit is received by the municipality	CVL:08	AG FINDINGS	Percentage of AG findings resolved in the AG action plan	100% of AG findings resolved in the AG action plan by 30 June 2024.	R0	N/A	90% resolution of AG matters contained in the 2021/2022 AG action plan	100% resolution of AG matters contained in the 2021/2022 AG action plan	Internal	list of AG findings contained in the AG action plan; quarterly % resolution of AG findings resolved in the AG action plan
To ensure clean audit is received by the municipality	CVL:09	C88	Number of quarterly responses to the Circular 88 National Indicators to the PME Unit by target date.	4 quarterly responses to the Circular 88 National Indicators to the PME Unit by 30 June 2024.	R0	N/A	Quarter 2 of 2022/2023 response to Circular 88 National Indicators submitted to PME by 5 January 2024	Quarter 3 of 2022/2023 response to Circular 88 National Indicators submitted to PME by 5 April 2024	Internal	e-mail from PME sent to departments. Response from departments to PME with completed C88 information


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STRATEGIC OBJECTIVE FROM THE IDP	ORG SCORECARD OPMS-No.	NAME OF PROJECT	KEY PERFORMANCE INDICATORS	TARGET DESCRIPTION	ANNUAL BUDGET		Q3 January - March	Q4 April - June	Ward	Portfolio of Evidence (POE)
					AMOUNT	SOURCE OF FUNDING	Projected Target			
NATIONAL KEY PERFORMANCE AREA 3: FINANCIAL MANAGEMENT AND VIABILITY (Weighting=21%)										
To improve expenditure on Municipal Infrastructure Grant (MIG) allocation	OPMS 33	MIG EXPENDITURE	% expenditure on implementation of MIG infrastructure projects within budget	100% expenditure on implementation of MIG infrastructure projects by 30 June 2024	R50 763 043.00	Municipal Infrastructure Grant (MIG)	75% expenditure on implementation of MIG infrastructure projects within budget.	100% expenditure on implementation of MIG infrastructure projects within budget.	N/A	Financial reports
To improve expenditure on Capital Budget	OPMS 34	National Flood Disaster Grant Funding	% spend on the National Flood Disaster Grant by target date.	100% spend on the National Flood Disaster Grant by 31 March 2024	R700 000 000.++	National Flood Disaster Grant	100% expenditure on the National Flood Disaster Grant projects.	No target.	ALL	1.Financial Reports indicating % of budget spent from the National Flood Disaster Grant Vote.
To improve expenditure on Capital Budget	CVL:10	Management of CAPEX	% expenditure on Departmental Capital budget	90% expenditure on Departmental Capex by 30 June 2024 (Total = R104 531 192)	R104 531 192	Council	60% expenditure on CAPEX (62 718 715,14)	90% expenditure on CAPEX (R94 078 072,71)	Internal	1) Report from finance showing Capex Spend
To improve expenditure on Operational Budget	CVL:12	Management of OPEX	% expenditure Departmental Operating Budget	90% expenditure Departmental Operating Budget by 30 June 2024 (Total = R128 531 192)	R128 765 214	Council	75% (R96 573 910,5) expenditure on OPEX As per SDBIP	90% (R115 888 692,6) expenditure on OPEX As per SDBIP	Internal	1) Report from finance showing Opex Spend
To maintain allocated over budget	CVL:13	Management of Overtime. Make sure each quarterly spend is added as this is a cumulative target.	Expenditure kept within budget for overtime by target date.	Civil and Human Settlements Departmental Overtime Expenditure kept within the allocated budget of R307 468 by 30 June 2024	R307 468	Council	Overtime kept within the allocated budget of R307 46	Overtime kept within the allocated budget of R307 46	Internal	Report from finance showing spend on overtime
To improve expenditure on Capital Budget	CVL:14	SCM	Submission of Procurement Plan to SCM Unit by target date.	Submission of Procurement Plan to SCM Unit by 30 May 2024	R0	N/A	No Target	Procurement Plan submitted to SCM Unit	Internal	e-mail submission to SCM unit of Procurement Plan
To maintain allocated over budget	CVL:15	Irregular expenditure	% irregular expenditure.	0% irregular expenditure by 30 June 2024.	R0	N/A	0% irregular expenditure by 31 March 2024.	0% irregular expenditure by 30 June 2024.	Internal	Irregular Expenditure report from the Finance Expenditure Section, showing departmental expenditure either no-irregular or irregular.
NATIONAL KEY PERFORMANCE AREA 5: LOCAL ECONOMIC DEVELOPMENT (Weighting=12%)										
To use capital infrastructure and social investment to provide poverty and income relief through temporary work for the unemployed	OPMS 68	JOB creation- CAPITAL initiatives	Number of jobs created through municipality's Capital Projects in the IDP	200 jobs created through municipality's Capital Projects in the IDP by 30 June 2024:	R0	N/A	No Target	No Target	All wards	Beneficiary List of employees employed during the period under review per project. Identification
To use capital infrastructure and social investment to provide poverty and income relief through temporary work for the unemployed	OPMS 69	B2B - Job Creation EPWP	Number of job opportunities created through implementation of Expanded Public Works Programme (EPWP)	80 job opportunities created through implementation of Expanded Public Works Programme by 30 June 2024	R0	N/A	80 jobs maintained through implementation of Expanded Public Works Programme.	80 jobs maintained through implementation of Expanded Public Works Programme.	All wards	EPWP report, list with names, ID numbers of people under EPWP, ward location, contracts signed
To ensure financial management.	CVL:16	Payment to creditors	Turnaround time to pay creditors within legislated timeframe.	All payments authorised and sent to SCM within 3 days from date of receiving undisputed invoice.	R0	N/A	All payments authorised and sent to SCM within 3 days from date of receiving undisputed invoice.	All payments authorised and sent to SCM within 3 days from date of receiving undisputed invoice.		Signed GRV's, DCR's and invoices reflecting date of receipt and submission to SCM.
To ensure financial management.	CVL:17	Service provider Assessment.	Number of Service Provider Assessments reports submitted to Manco & SCM contract's manager on all service providers within the department by target date.	4 Service Provider Assessments reports submitted to Manco & SCM Contract's Manager on all service providers within the department by 30 June 2024	R0	N/A	1 Service Provider Assessments reports submitted to Manco & SCM Contract's Manager on all service providers within the department for Q2 of 31 Dec 2023	1 Service Provider Assessments reports submitted to Manco & SCM Contract's Manager on all service providers within the department for Q3 of 31 March 2024		e-mail to Contracts Manager. Manco resolution. Manco item.
NATIONAL KEY PERFORMANCE AREA 6: BASIC SERVICE DELIVERY & INFRASTRUCTURE DEVELOPMENT (Weighting=39%)										

STRATEGIC OBJECTIVE FROM THE IDP	ORG SCORECARD OPMS-No.	NAME OF PROJECT	KEY PERFORMANCE INDICATORS	TARGET DESCRIPTION	ANNUAL BUDGET		Q3 January - March	Q4 April - June	Ward	Portfolio of Evidence (POE)
					AMOUNT	SOURCE OF FUNDING	Projected Target			
To ensure that the community has access to functional public amenities	OPMS 76	Groutville Market Sportsfield	Groutville Market Sportsfield completed by target date.	Groutville Market Sportsfield completed by 31 December 2023.	R3 000 000	Council	No Target	No Target	Ward 12	Report to IAT with works done Practical Completion or Completion Certificate
To maintain and upgrade existing municipal infrastructure	OPMS 77	Townsend Road/Avondale Stormwater Upggrade	Townsend Road/Avondale Stormwater Upggrade completed by target date	Townsend Road/Avondale Stormwater Upggrade completed by 31 March 2024	R1 300 000	Council	No Target	No Target	ward 30	Report to IAT with works done Practical Completion or Completion Certificate
To maintain and upgrade existing municipal infrastructure	OPMS 77a	Townsend Road/Avondale Stormwater Upgrade	% Completion of Townsend Road/Avondale Stormwater Upgrade by target date	100% completion of Townsend Road/Avondale Stormwater Upgrade by September 2023.	R1 084 588					
To maintain and upgrade existing municipal infrastructure	OPMS 78	Roads Upgrade	m2 of roads rehabilitated by target date.	7500 m2 of roads upgraded by 31 December 2023	R8 332 292	Council+MIG	No Target	No target		Site establishment report Practical Completion/Completion Certificate.
		1.Ward 12 Tinley Manor road (Lagoon Dr. Ocean Seaview). 2. Ward 17 Rehab of Road - WIP 3.Ward 23 Urban Roads 4. Ward 11 Blythedale								
		Ward 12 Tineley Manor road (Lagoon Dr. Ocean seaview)		4200m2 of roads upgraded by 31 March 2024	R2 000 000		No Target	No target	Ward 12	
		Ward 17 Rehab of Road - WIP.		1530m2 of roads upgraded by 31 March 2024.	R2 000 000	Council	No Target	No target	Ward 17	
		Ward 19 Urban Roads		21 150m2 of roads upgraded by 31 March 2024	R2 332 292	MIG	No Target	No target	Ward 19	
		Ward 11 Bythedale		7500 m2 of roads upgraded by 31 December 2023	R2 000 000	Council	No Target	No target	WARD 23 Ward 11	
To maintain and upgrade existing municipal infrastructure	OPMS 79-Multi Year	Melville Hall MIG - WIP	Melville Hall completed by target date.	30% completion of Melvil community hall	R4 272 412	MIG	10% (1 Progress report to IAT on works done and budget expenditure on project)	30% (1 Progress report to IAT on works done and budget expenditure on project)	Ward 24	(i)TSC minutes (ii)TEC minutes (iii)TAC minutes, (iv) Appointment letter (v) IAT progress report and (vi)Practical Completion/Completion Certificate
To maintain and upgrade existing municipal infrastructure	OPMS 80-Multi Year	Charlotdale Community Hall - WIP	Charlotdale Community Hall completed by target date.	30% completion of Melvil community hall completed by 30 June 2024.	R3 277 987	Council	10% (1 Progress report to IAT on works done and budget expenditure on project)	30% (1 Progress report to IAT on works done and budget expenditure on project)	Ward 10	(i)TSC minutes (ii)TEC minutes (iii)TAC minutes, (iv) Appointment letter
To maintain and upgrade existing municipal infrastructure	OPMS 83-Multi Year	Sokesimbone Access Road & Stormwater (Ward 1) - WIP	Sokesimbone Access Road & Stormwater (Ward 1) completed by target date.	20% construction of Sokesimbone Access Road & Stormwater (Ward 1) completed by 30 June 2024.	R6 320 935 (Council)	Council	10% (i)TEC approval (ii)TAC approval and (iii) Appointment letter	20% (1 Progress report to IAT on works done and budget expenditure on project)	Ward 1	(i)TSC minutes (ii)TEC minutes (iii)TAC minutes, (iv) Appointment letter (v) IAT progress report and (vi)Practical Completion/Completion Certificate.

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STRATEGIC OBJECTIVE FROM THE IDP	ORG SCORECARD OPMS-No.	NAME OF PROJECT	KEY PERFORMANCE INDICATORS	TARGET DESCRIPTION	ANNUAL BUDGET		Q3 January - March	Q4 April - June	Ward	Portfolio of Evidence (POE)
					AMOUNT	SOURCE OF FUNDING	Projected Target			
To maintain and upgrade existing municipal infrastructure	OPMS 84-Multi Year	Ward 3 Nonoti Beach Road Access - WIP	Ward 3 Nonoti Beach Road Access completed by target date.	Ward 3 Nonoti Beach Road Access completed by 30 June 2024.	R8 980 476 (MIG only)	MIG Council	30% (1 Progress report to IAT on works done and budget expenditure on project)	50% (1 Progress report to IAT on works done and budget expenditure on project)	Ward 3	(i)TSC minutes (ii)TEC minutes (iii)TAC minutes, (iv) Appointment letter (v) IAT progress report and (vi)Practical Completion/Completion Certificate.
To maintain and upgrade existing municipal infrastructure	OPMS 85--Multi Year	Lindelani Creche 170461933 MIG	Lindelani Creche completed by target date.	Lindelani Creche completed by 30 June 2024.	R2 676 522 (MIG only)	MIG Council	10% (i)TEC approval (ii)TAC approval and (iii) Appointment letter	20% (1 Progress report to IAT on works done and budget expenditure on project)	Ward 5	(i)TSC minutes (ii)TEC minutes (iii)TAC minutes, (iv) Appointment letter (v) IAT progress report and (vi)Practical Completion/Completion Certificate.
Executive Director Civil and Engineering Services: T.T Nxumalo					Municipal Manager: N.J Mdakane					
Signature: 					Signature: 					
Date: 01/05/2024					Date: 01/05/2024					


OPM

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE MUNICIPALITY OF **KWADUKUZA**,
AS REPRESENTED BY THE ACCOUNTING OFFICER

MR N. J MDAKANE
MUNICIPAL MANAGER

AND

MR T.T NXUMALO
EXECUTIVE DIRECTOR: CIVIL ENGINEERING

FOR THE

FINANCIAL YEAR: 1 JULY 2024 – 30 JUNE 2025

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QPM T.N. 8

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Municipality of **KwaDukuza**, herein represent by **Mr N. J Mdakane** in his capacity as **Municipal Manager** (hereinafter referred to as the Employer or Accounting Officer)

and

MR T.T NXUMALO, EXECUTIVE DIRECTOR: CIVIL ENGINEERING
of **KwaDukuza** (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 of the Local Government: Municipal Systems Acts 32 of 2000 ("the System Act"). The Employer and the Employee are hereinafter referred to as "the Parties".
- 1.2 Section 57 of the Systems Act, read with the Contract of Employment concluded between 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 the relevant Sections of the Systems Act.

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2. PURPOSE OF THIS AGREEMENT

The Purpose of this Agreement is to:

- 2.1 Comply with the provisions of the Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2 Specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 Specify accountabilities as set out in the Performance Plan, which forms an annexure to the performance agreement.
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 2.6 Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 Give effect to the Employer's commitment to a performance-orientated relationship with it's Employee in attaining equitable and improved service delivery.

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3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **1 July 2024** and will remain in force until **30 June 2025**. Thereafter 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.⁵
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 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.

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4. PERFORMANCE OBJECTIVES

4.1 The Performance Plan 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 the performance plan is set by the employer in consultation with the employee and based on the Integrated Development Plan and the Budget of the municipality 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.

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5. PERFORMANCE MANAGEMENT SYSTEM

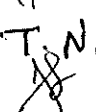
- 5.1 The Employee agrees to participate in the Performance Management System that the Employer adopts or introduces for the municipality.
- 5.2 The Employee accepts that the purpose of the Performance Management System will be to provide a comprehensive system with specific performance standards to assist the Employer, management, and municipal staff to perform to the standards required.
- 5.3 The Employer will consult the Employee about the specific performance standard 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 the Key Performance Areas (KPAs) (including special projects relevant to the employee's responsibilities) within the local government framework
- 5.5 The criteria upon which the performance of the employee must be assessed consist of two components, both of which must be contained in the performance agreement. The employee must be assessed against both components, with a weighting of 80: 20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs), respectively. Each area of assessment will be weighted and will contribute a specific part to the total score. KPAs covering the main areas of work will account for 80 % and CCR s will account for 20 % of the final assessment.
- 5.6 The employee's assessment will be based on his or her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee.

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KEY PERFORMANCE AREAS (KPA'S)	WEIGHTING
Spatial Planning & Environmental Management	0%
Basic Service Delivery	56%
Local Economic Development (LED)	23%
Municipal Financial Viability and Management	9%
Good Governance and Public Participation	9%
Municipal Transformation and Institutional Development	3%
TOTAL	100%

- 5.7 In the case of managers directly accountable to the municipal manager, key performance areas related to the functional area of the relevant manager, must be subject to negotiation between the municipal manager and the relevant manager.
- 5.8 The Competency Framework (CF) will make up the other 20% of the employee's assessment score. The Competency Framework as contained in the Local Government Regulations on Appointment and Conditions of Employment of Senior Managers, 2014 must be used for this purpose. The Regulations state that there is no hierarchal connotation to the structure and all competencies are essential to the role of a Senior Manager to influence high performance. All competencies must therefore be considered as measurable and critical in assessing the level of a Senior Managers performance.

Comptency Framework Structure (Competency Descriptions attached as Annexure B)

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The competencies that appear in the competency framework are detailed below : -

Leading competencies		Weighting in %
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness 	15%
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	10%
Program and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation 	18%
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	10%
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation 	10%
Governance & Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance 	10%
Core competencies		
Moral Competence		7%
Planning and Organising		5%
Analysis and Innovation		5%
Knowledge and Information Management		5%
Communication		5%
TOTAL WEIGHT		100%

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6. EVALUATING PERFORMANCE

6.1 This Agreement sets out:

6.1.1 The standards and procedures for evaluating Employee's performance; and

6.1.2 The intervals for the evaluation of the Employee's performance.

6.2 Despite the establishment of intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.

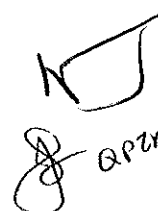
6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.

6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

6.5 The annual performance appraisal will involve:

6.5.1 Assessment of the achievement of results as outlined in the performance plan:

- (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 must then be used to add the scores and calculate a final KPA score.

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6.5.2 Assessment of the Competency Framework

- (a) Each Competency should be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the five-point scale should be provided for each competency.
- (c) The applicable assessment rating calculator then be used to add the scores and calculate a final competency score.

6.5.3 Overall Rating

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


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6.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and Competency Framework:

RATING	CATEGORY	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.

6.7 For purposes of evaluating the annual performance of the municipal manager, an evaluation panel constituted of the following persons must be established –

- (i) Mayor.
- (ii) Chairperson of the performance audit committee.
- (iii) Member of the executive committee.

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- (iv) Mayor and/or municipal manager from another municipality; and
- (v) Member of a ward committee as nominated by the Mayor.

6.8 For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established –

- (i) Municipal Manager.
- (ii) Chairperson of the performance audit committee.
- (iii) Member of the executive committee.
- (iv) Municipal manager from another municipality.

6.9 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels.

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of the employee in relation to his or her performance agreement must be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

First quarter	:	July - September
Second quarter	:	October - December
Third quarter	:	January-March
Fourth quarter	:	April-June

7.2 The employer must keep a record of the mid-year review and annual assessment meetings.

7.3 Performance feedback must be based on the employer's assessment of the employee's performance.

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- 7.4 The employer will be entitled to review and make reasonable changes to the provisions of the performance plan from time to time for operational reasons on agreement between both parties.
- 7.5 The employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented and/or amended as the case may be on agreement between both parties.

8. DEVELOPMENTAL REQUIREMENTS

A personal development plan (PDP) for addressing developmental gaps must form part of the performance agreement.

9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer must:

- 9.1.1 Create an enabling environment to facilitate effective performance by the Employee;
- 9.1.2 Provide access to skills development and capacity building opportunities;
- 9.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 9.1.4 On the request of the Employee delegates such powers reasonably required by the Employee to enable him/her to meet the performance objectives and targets established in term of this Agreement; and
- 9.1.5 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.

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10. CONSULTATION

- 10.1 The Employer agrees to consult the Employee timeously were the exercising of the powers will have amongst others:
- 10.1.1 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; and
 - 10.1.3 A substantial financial effect on the Employer.
- 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 above, as soon as is practicable to enable the employee to take any necessary action without delay.
- 10.3 As soon as is practicable to enable the Employee to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 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 –

The Performance Management Regulations stipulates that a minimum of 130% qualifies for a 5% bonus and a score of 167% qualifies for a 14% performance bonus, since there are amendments made in terms of

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COGTA performance guidelines which have percentages below 130%, the following criteria will be used to cover both the Regulations and the amended COGTA guidelines:



- A score of 100% -114% is awarded a bonus of 3%
- A score of 115% -129% is awarded a bonus of 4%
- A score of 130% -149% is awarded a bonus between 5% - 9%
- A score of 150% -159% is awarded a bonus of 10%
- A score of 160% -167% is awarded a bonus between 12% - 14%

The table below stipulates the guidelines on the exact % paid out according to the scores achieved:

Rating score achieved	Percentage score achieved	Bonus paid
1	69% and below	0%
2	70% - 99%	0%
3	100% - 114%	3%
	115% - 129%	4%
4	130% - 135%	5%
	136% - 140%	7%
	141% - 143%	8%
	144% - 149%	9%
5	150% - 159%	10%
	160%- 167%	12% - 14%

11.3 In the case of unacceptable performance, the employer shall –

- (a) provide systematic remedial or developmental support to assist the employee to improve his or her performance; and
- (b) after appropriate performance counselling and having provided the necessary guidance and/or support and


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reasonable time for improvement in performance, and performance does not improve, the employer may consider steps to terminate the contract of employment of the employee on grounds of unfitness or incapacity to carry out his or her duties.

12. DISPUTE RESOLUTION

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 provided for, shall be mediated by:

(a) In the case of the municipal manager, 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 designated by the MEC ; and

(b) 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.

12.2 Any disputes about the outcome of the employee's performance evaluation, must be mediated by –

(a) In the case of the municipal manager, 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 designated by the MEC ; and

(b) 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 Local Government: Municipal Regulations for Municipal Managers & Managers Directly Accountable to Municipal Managers, 2006, within



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thirty (30) days of receipt of a formal dispute from the employee;

whose decision shall be final and binding on both parties.

13. **GENERAL**


- 13.1 The contents of the performance agreement must be made available to the public by the employer in accordance with the Municipal Finance Management Act, 2003 and Section 46 of the Act.
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the employee in terms of his or her employment contract, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 13.3 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.



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Thus, done and signed at KwaDukuza on this the th30 day of June 2024.

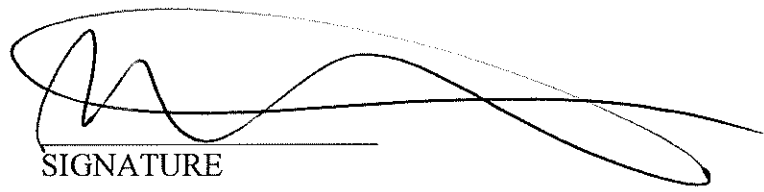
EMPLOYEE :


T. Nxumalo 
PRINT NAME SIGNATURE


WITNESS 1 : Mpumelelo K Mkhahle 
PRINT NAME SIGNATURE


WITNESS 2 : Mari Klibani 
PRINT NAME SIGNATURE

EMPLOYER :

N. J. MDAKANE 
PRINT NAME SIGNATURE

WITNESS 1 : QINISILE MSWELI 
PRINT NAME SIGNATURE

WITNESS 2 : JUDY SEWOLUKE 
PRINT NAME SIGNATURE

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PERSONAL DEVELOPMENT PLAN

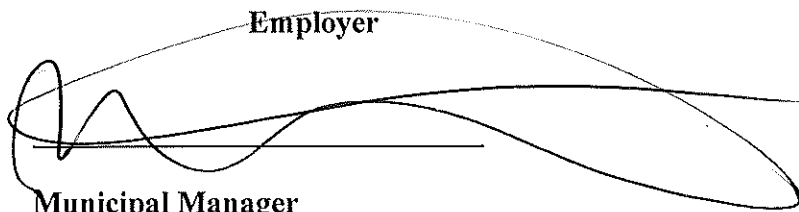
MUNICIPALITY : KWADUKUZA
INCUMBENT : T.T NXUMALO
SALARY : _____
JOB TITLE : EXECUTIVE DIRECTOR: CIVIL ENGINEERING
REPORT TO : MUNICIPAL MANAGER

1. What are the competencies required for this job (refer to competency profile of job description)?
 - relevant policy and legislation
 - institutional governance systems
 - performance management
 - engineering master planning
 - project management and implementation
 - supply Chain Management regulations and Preferential Procurement Framework Act 2000
2. What competencies from the above list, does the job holder already possess?
 - All
3. What then are the competency gaps? (If the job holder possesses all the necessary competencies, complete No's 5 and 6.)
 - N/A
4. Actions/Training interventions to address the gaps/needs
 - N/A
5. Indicate the competencies required for future career progression/development
 - N/A
6. Actions/Training interventions to address future progression
 - N/A
7. Comments/Remarks of the Incumbent
 - N/A

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8. Comments/Remarks of the supervisor
- N/A

Agreed upon

Signature :  Employer

Supervisor : Municipal Manager

Date : 30 June 2024

Signature :  Employee

Incumbent : T.T NXUMALO

Date : 30 June 2024

Date of next review: 30 June 2025

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FINANCIAL DISCLOSURE FORM

I, the undersigned (surname and initials) **Nxumalo, T.T.** of **79 Ruston Place, Phoenix, 4068** (Postal address) and **79 Ruston Place, Phoenix, 4068** (Residential address) employed as **Executive Director : Civil Engineering** at the **KwaDukuza Municipality** hereby certify that the following information 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 or entity
N/A			

2. **Directorships and Partnerships**

See information sheet: Note (2)

Name of Corporate entity, partnership or firm	Type of business	Amount of Remuneration or Income
N/A		

3. **Remunerated work outside the Municipality (As sanctioned by Council)**

See information sheet: Note (3)

Name of Employer	Type of work	Amount of Remuneration or Income
N/A		

Council sanction confirmed :

Signature of Municipal Manager :

Date : 30 June 2024

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4. Consultancies and retainerships

See information sheet: Note (4)

Name of client	Nature	Type of business activity	Value of benefits received
N/A			

5. Sponsorships

See information sheet: Note (5)

Source of sponsorship	Description of sponsorship	Value of sponsorship
N/A		

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

See information sheet: Note (6)

Description	Value	Source
N/A		

7. Land and property

See information sheet: Note (7)

Description	Extent	Area	Value
Residential Property	250m2	Phoenix	R400 000



SIGNATURE OF EMPLOYEE

DATE: 30 June 2024

PLACE: KwaDukuza

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OATH/AFFIRMATION

1. I certify that 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.



WILLIAM MTHANDENI MKHIZE
HR ADMINISTRATION OFFICER
KWADUKUZA MUNICIPALITY
COMMISSIONER OF OATHS
(EX-OFFICIO)

Commissioner of Oath / ~~Justice of the Peace~~

TEL: 032 437 5145

CELL: 083 562 9638

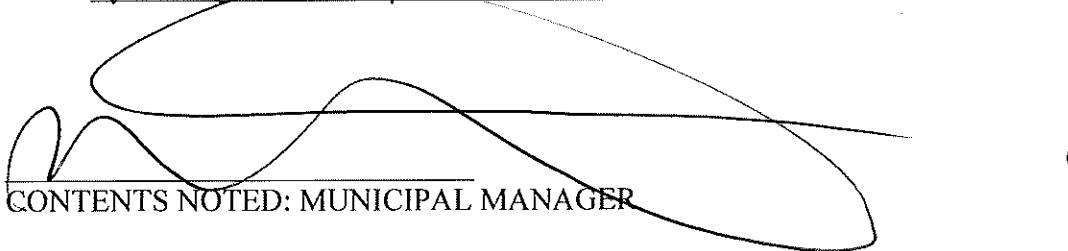
Full first names and surname: WILLIAM MTHANDENI MKHIZE (Block letters)

Designation (rank): EX OFFICIO Ex Officio Republic of South Africa

Street address of institution: 14 CHIEF ALBERT LUTHULU STREET
KWADUKUZA

Date: 30 June 2024

Place: Kwadukuzi



CONTENTS NOTED: MUNICIPAL MANAGER

DATE: 30 June 2024

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**INFORMATION SHEET FOR THE GENERIC FINANCIAL
DISCLOSURE FORM**

The following notes is a guide to assist with completing the Financial Disclosure form (Annexure 1):

NOTE 1: Shares and other financial interests

Designated employees are required to disclose the following details with regard to shares and other financial interests held in any private or public company or any other corporate entity recognised by law:

- The number, nature and nominal value of shares of any type;
- The nature and value of any other financial interests held in any private or public company or any other corporate entity; and
- The name of that entity.

NOTE 2: Directorships and partnerships

Designated employees are required to disclose the following details with regard to directorships and partnerships:

- The name and type of business activity of the corporate entity or partnership/s; and
- The amount of any remuneration received for such directorship or partnership/s.

Directorship includes any occupied position of director or alternative director, or by whatever name the position is designated.

Partnership is a legal relationship arising out of a contract between two or more persons with the object of making and sharing profits.

NOTE 3: Remunerated work outside the Municipality (As sanctioned by Council)

Designated employees are required to disclose the following details with regard to remunerated work outside the public service:

- The type of work;
- The name and type of business activity of the employer; and
- The amount of the remuneration received for such work.

Remuneration means the receipt of benefits in cash or kind, and work means rendering a service for which the person receives remuneration.

NOTE 4: Consultancies and retainerships

Designated employees are required to disclose the following details with regard to consultancies and retainerships:

- The nature of the consultancy or retainership of any kind;
- The name and type of business activity, of the client concerned; and
- The value of any benefits received for such consultancy or retainerships.

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NOTE 5: Sponsorships

Designated employees are required to disclose the following details with regard to sponsorships:

- The source of the sponsorship;
- The description of the sponsorship; and
- The value of the sponsorship.

NOTE 6: Gifts and hospitality from a source other than a family member

Designated employees are required to disclose the following details with regard to gifts and hospitality:

- A description and the value and source of a gift with a value in excess of R350.00;
- A description and the value of gifts from a single source which cumulatively exceed the value of R350.00 in the relevant 12 month period; and
- Hospitality intended as a gift in kind.

Designated employees must disclose any material advantages that they received from any source e.g.

any discount prices or rates that are not available to the general public. All personal gifts within the family

and hospitality of a traditional or cultural nature need not be disclosed.

NOTE 7: Land and Property

Designated employees are required to disclose the following details with regard to their ownership and

other interests in land and property (residential or otherwise both inside and outside the Republic):

- A description of the land or property;
- The extent of the land or property;
- The area in which it is situated; and
- The value of the interest.

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CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS

1. Definitions

In this Schedule “partner” means a person who permanently lives with another person in a manner as if married.

2. General conduct

A staff member of a municipality must at all times –

- (a) loyally execute the lawful policies of the municipal council;
- (b) perform the functions of office in good faith, diligently, honestly and in a transparent manner;
- (c) act in such a way that the spirit, purport and objects of section 50 of the Local Government: Municipal Systems Act, Act 32 of 2000 are promoted;
- (d) act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised; and
- (e) act impartially and treat all people, including other staff members, equally without favour or prejudice.

3. Commitment to serving the public interest

A staff member of a municipality is a public servant in a developmental local system, and must accordingly—

- (a) implement the provisions of section 50 (2); of the Local Government: Municipal Systems Act, Act 32 of 2000;
- (b) foster a culture of commitment to serving the public and a collective sense of responsibility for performance in terms of standards and targets;
- (c) promote and seek to implement the basic values and principles of public administration described in section 195 (1) of the Constitution;
- (d) obtain copies of or information about the municipality’s integrated development plan, and as far as possible within the ambit of the staff member’s job description, seek to implement the objectives set out in the integrated development plan, and achieve the performance targets set for each performance indicator;
- (e) participate in the overall performance management system for the municipality, as well as the staff member’s individual performance appraisal and reward system, if such exists, in order to maximize the ability of the municipality as a whole to achieve its objectives and improve the quality of life of its residents.

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4. Personal gain

(1) A staff member of a municipality may not—

(a) use the position or privileges of a staff member, or confidential information obtained as a staff member, for private gain or to improperly benefit another person; or (b) take a decision on behalf of the municipality concerning a matter in which that staff member, or that staff member's spouse, partner or business associate, has a direct or indirect personal or private business interest.

(2) Except with the prior consent of the council of a municipality a staff member of the municipality may not –

(a) be a party to a contract for –

(i) the provision of goods or services to the municipality; or

(ii) the performance of any work for the municipality otherwise than as a staff member;

(b) obtain a financial interest in any business of the municipality; or

(c) be engaged in any business, trade or profession other than the work of the municipality.

5. Disclosure of benefits

(1) A staff member of a municipality who, or whose spouse, partner, business associate or close family member, acquired or stands to acquire any direct benefit from a contract concluded with the municipality, must disclose in writing full particulars of the benefit to the council.

(2) This item does not apply to a benefit which a staff member, or a spouse, partner, business associate or close family member, has or acquires in common with all other residents of the municipality.

6. Unauthorised disclosure of information

(1) A staff member of a municipality may not without permission disclose any privileged or confidential information obtained as a staff member of the municipality to an unauthorised person.

(2) For the purpose of this item “privileged or confidential information” includes any information -

(a) determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential;

(b) discussed in closed session by the council or a committee of the council;

(c) disclosure of which would violate a person's right to privacy; or

(d) declared to be privileged, confidential or secret in terms of any law.

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- (3) This item does not derogate from a person's right of access to information in terms of national legislation.

7. Undue influence

A staff member of a municipality may not –

- (a) unduly influence or attempt to influence the council of the municipality, or a structure or functionary of the council, or a councillor, with a view to obtaining any appointment, promotion, privilege, advantage or benefit, or for a family member, friend or associate;
- (b) mislead or attempt to mislead the council, or a structure or functionary of the council, in its consideration of any matter; or
- (c) be involved in a business venture with a councillor without the prior written consent of the council of the municipality.

8. Rewards , gifts and favours

(1) A staff member of a municipality may not request, solicit or accept any reward, gift or favour for –

- (a) persuading the council of the municipality, or any structure or functionary of the council, with regard to the exercise of any power or the performance of any duty;
- (b) making a representation to the council, or any structure or functionary of the council;
- (c) disclosing any privileged or confidential information; or
- (d) doing or not doing anything within that staff member's powers or duties.

(2) A staff member must without delay report to a superior official or to the speaker of the council any offer which, if accepted by the staff member, would constitute a breach of subitem (1).

9. Council property

A staff member of a municipality may not use, take, acquire, or benefit from any property or asset owned, controlled or managed by the municipality to which that staff member has no right.

10. Payment of arrears

A staff member of a municipality may not be in arrears to the municipality for rates and service charges for a period longer than 3 months, and a municipality may deduct any outstanding amounts from a staff member's salary after this period.

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11. Participation in elections

A staff member of a municipality may not participate in an election of the council of the municipality, other than in an official capacity or pursuant to any constitutional right.

12. Sexual harassment

A staff member of a municipality may not embark on any action amounting to sexual harassment.

13. Reporting duty of staff members

Whenever a staff member of a municipality has reasonable grounds for believing that there has been a breach of this Code, the staff member must without delay report the matter to a superior officer or to the speaker of the council.

14. Breaches of Code

Breaches of this Code must be dealt with in terms of the disciplinary procedures of the municipality envisaged in section 67(1)(h) of this Act

14 A. Disciplinary steps

(1) A breach of this Code is a ground for dismissal or other disciplinary steps against a staff member who has been found guilty of such a breach.

(2) Such other disciplinary steps may include –

- (a) suspension without pay for no longer than three months;
- (b) demotion;
- (c) transfer to another post;
- (d) reduction in salary, allowances or other benefits; or
- (e) an appropriate fine.

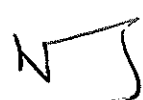


EMPLOYEE SIGNATURE

NXUMALO T.T
PRINT NAME


EMPLOYER SIGNATURE

MDAKANEN J
PRINT NAME

30 JUNE 2024



T.N.
M.R.M.

PERFORMANCE PLAN

Entered into by and between

THE KWADUKUZA MUNICIPALITY

And

EXECUTIVE DIRECTOR: CIVIL ENGINEERING

MR T.T NXUMALO

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 as reviewed annually.

2. Key responsibilities

The following objects of local government 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. Key Performance Areas

The following Key Performance Areas (KPAs) as outlined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers (2006), inform the strategic objectives listed in the table below:

- 3.1 Basic Service Delivery.
- 3.2 Municipal Institutional Development and Transformation.
- 3.3 Local Economic Development (LED).
- 3.4 Municipal Financial Viability and Management.
- 3.5 Good Governance and Public Participation.

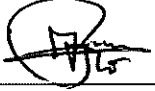
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4. Key Performance Objectives and Indicators, for the Municipal Manager

The provisions and statutory time frames contained in the following legislation are required to be reported on and measured:

- 4.1 Section 157 of the Constitution of the Republic of South Africa, 1996
- 4.2 Local Government: Municipal performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Manager, 2006 (Regulation No. R805, dated 1 August 2006)
- 4.3 Regulation No. 796 (Local Government: Municipal Planning and Performance Management Regulations, 2001) dated 24 August 2001
- 4.4 Municipal Finance Management Act, 2003, in particular, but not limited to, Chapter 8. (Must include, *inter alia*, tariff policy, rates policy, credit control and debt collection policy, supply chain management policy and an unqualified Auditor General's report.)
- 4.5 Property Rates Act, 2004.
- 4.6 Municipal Structures Act, 1998, in particular, but not limited to, Chapter 5 (Powers and functions as determined by legislation or agreement)
- 4.7 Municipal Systems Act, 2000, in particular, but not limited to, sections 55 to 57
- 4.8 Any other applicable legislation specific to the Municipal Manager.

PERFORMANCE PLAN (SCORECARD ATTACHED)

Signed and accepted by T. NXUMALO 

Job title: Executive Director: Civil Engineering Services

Date: 30 June 2024

Signed by the ~~MUNICIPAL MANAGER~~ on behalf of the **KWADUKUZA** Council

SIGN: 

Date: 30 June 2024


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CIVIL ENGINEERING AND HUMAN SETTLEMENT SCORECARD 2024 - 2025 FINANCIAL YEAR

STRATEGIC OBJECTIVE FROM THE IDP	ORG SCORECARD OPMS-No.	PROJECT NAME	ANNUAL BUDGET & SOURCE OF FUNDING IF OTHER THAN	KEY PERFORMANCE INDICATORS	ANNUAL TARGET	ANNUAL TARGET DESCRIPTION	Q1 TARGET	TARGET DESCRIPTION	Q2 TARGET	TARGET DESCRIPTION	Q3 TARGET	TARGET DESCRIPTION	Q4 TARGET	TARGET DESCRIPTION	Ward	Portfolio of Evidence (POE)
NATIONAL KEY PERFORMANCE AREA 1 : MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT (Weighting 3%) 1 TARGET																
To improve organisational performance	CVL:01	Cascading of PMS	R0	The percentage implementation of cascading of the Individual Performance Management System (IPMS) from Task Grade 19 to Task Grade 12.	100%	100% implementation of the cascading of the Individual Performance Management System (IPMS) for Civil engineering employees from Task Grade 19 to Task Grade 12 by 30 June 2025	20%	Performance plans for Civil engineering employees from T15 to T12 submitted to the IPMS Office by the 31 December 2024.	20%	Performance plans for Civil engineering employees from T15 to T12 submitted to the IPMS Office by the 31 December 2024.	40%	1)Email to HR requesting reviews from T19 to T16 by 31 January 2025 (20%) 2) Adjusted scorecards for T19 to T16 submitted to IPMS office by 31 March 2025 (20%)	40.00%	1)Email to HR requesting reviews from T15 to T12 by 30 April 2025 (20%) 2) Adjusted scorecards for T15 to T12 submitted to IPMS office by 30 June 2025 (20%)	Internal	1) List of employees from T19 to T12 that have submitted the performance plans 2)E-mail sent to HR requesting reviews to be conducted for T19 to T12
NATIONAL KEY PERFORMANCE AREA 2: GOOD GOVERNANCE & PUBLIC PARTICIPATION (Weighting 9%) 3 TARGETS																
To ensure clean audit is received by the municipality	CVL:02	Governance	R0	The turnaround time to upload completed Performance Information onto the Electronic Performance Management System.	10 5	1)Upload completed Performance Information onto the Electronic Performance Management System by the 10th of the month following quarter end. 2)For Q2 by 5 January.	10	Upload completed Performance Information by the 10th of October 2024, for Q1.	5	Upload completed Performance Information by the 5th of January 2025, for Q2	10	Upload completed Performance Information by the 10th of April 2025, for Q3.	10	Upload completed Performance Information by the 10th of July 2025, for Q4 and Annual.	Internal	Verification by the PME Champions per department.
To ensure clean audit is received by the municipality	CVL:03	Governance	R0	The percentage of AG findings resolved in the AG action plan for the 2022/2023 financial year.	100%	100% of AG findings resolved in the AG action plan for the 2022/2023 financial year, by 30 June 2025.	25%	AG Findings for 2022/2023 resolved.	50%	AG Findings for 2022/2023 resolved.	75%	AG Findings for 2022/2023 resolved.	100%	AG Findings for 2022/2023 resolved.	Internal	List of AG findings contained in the AG action plan; quarterly % resolution of AG findings resolved in the AG action plan
To ensure clean audit is received by the municipality	CVL:04	Governance	R0	The number of quarterly responses to the Circular 88 National Indicators to the PME Unit.	4.00	4 quarterly responses to the Circular 88 National Indicators to the PME Unit by 30 June 2025.	1	Quarter 4 of 2024/2025 response to Circular 88 National Indicators submitted to PME by 5 .	1	Quarter 1 of 2024/2025 response to Circular 88 National Indicators submitted to PME by 5 October.	1	Quarter 2 of 2024/2025 response to Circular 88 National Indicators submitted to PME by 5 January.	1	Quarter 3 of 2024/2025 response to Circular 88 National Indicators submitted to PME by 5 April.	Internal	e-mail from PME sent to departments. Response from departments to PME with completed C88 information
NATIONAL KEY PERFORMANCE AREA 3: FINANCIAL MANAGEMENT AND VIABILITY (Weighting 23%) 7 TARGETS																
To improve expenditure on Municipal Infrastructure Grant (MIG) allocation	OPMS 21	MIG EXPENDITURE	R50 018 740.00	The percentage expenditure on implementation of MIG infrastructure projects within budget	100%	100% expenditure on implementation of MIG infrastructure projects by 30 June 2025	25%	25% (R12 504 685) expenditure on implementation of MIG infrastructure projects within budget.	50%	50% (R25 009 370) expenditure on implementation of MIG infrastructure projects within budget.	75%	75% (R37 514 055) expenditure on implementation of MIG infrastructure projects within budget.	100%	100% (R50 018 740)expenditure on implementation of MIG infrastructure projects within budget.	N/A	Financial reports/COGTA expenditure certificate
To improve expenditure on Capital Budget	CVL:05	Management of CAPEX	R90 693 737.00	The percentage expenditure on Departmental Capital budget	90%	90% expenditure on Departmental Capex by 30 June 2025 (Total = R81 624 363.30)	20%	20% expenditure on CAPEX (R16 324 872.66)	45%	45% expenditure on CAPEX(36 730 963.48)	60%	60% expenditure on CAPEX (48 974 617.98)	90%	90% expenditure on CAPEX (81 624 363.30)	Internal	1) Report from finance showing Capex Spend
To improve expenditure on Operational Budget	CVL:06	Management of OPEX	R136 386 757.00	The percentage expenditure Departmental Operating Budget	90%	90% expenditure Departmental Operating Budget by 30 June 2025 (Total = R122 748 081.30)	23%	22.5% (R30 687 020.32) expenditure on OPEX As per SDBIP	45%	45% (61 374 040.65) expenditure on OPEX As per SDBIP	75%	75% (92 061 060.97) expenditure on OPEX As per SDBIP	90%	90% (122 748 081.30) expenditure on OPEX As per SDBIP	Internal	1) Report from finance showing OpeX Spend
To maintain allocated over budget	CVL:07	Management of Overtime. Make sure each quarterly spend is added as this is a cumulative target.	R1 515 615	The percentage of overtime kept within the allocated budget	100%	100% spend on Overtime expenditure kept within the allocated budget by 30 June 2025.	20%	Q1 estimated overtime amount in rands = R303 123(20%)	40%	Q1 estimated overtime amount in rands = R 6062 46 (40%)	80%	Q1 estimated overtime amount in rands = R1212492 (80%)	100.00%	Q1 estimated overtime amount in rands = R1 515 615 (100%)	Internal	Overtime Report from Budget Office.
To improve expenditure on Capital Budget	CVL:08	Departmental Procurement Plan	R0.00	The turnaround time to submit the Departmental Procurement Plan to the SCM Unit.	10	Submission of the Departmental Procurement Plan to the SCM Unit within 10 days of the approval of the budget.	0	No target	0	No target	0	No target	10	Submission of the Departmental Procurement Plan to the SCM Unit within 10days of the approval of the budget.	Internal	e-mail submission to SCM unit of Procurement Plan
To improve expenditure on Capital Budget	CVL:09	SCM - Procurement Plan	R0.00	The number of Progress Reports on the Departmental Procurement Plan submitted to SCM Unit/GG/Manco/Portfolio Committee.	4	4 Progress Reports on the Departmental Procurement Plan submitted to SCM Unit/GG/Manco/Portfolio Committee by 30 June 2025.	1	1 progress report for Q4 of 2023/2024 submitted SCM Unit/GG/Manco/Portfolio Committee.	1	1 progress report for Q1 of 2024/2025 submitted SCM Unit/GG/Manco/Portfolio Committee.	1	1 progress report for Q2 of 2024/2025 submitted SCM Unit/GG/Manco/Portfolio Committee.	1	1 progress report for Q3 of 2024/2025 submitted SCM Unit/GG/Manco/Portfolio Committee.	Internal	Progress Report signed by ED and submitted to SCM Unit as well as GG or Manco or Portfolio Committee
To maintain allocated over budget	CVL:10	Irregular expenditure	R0.00	The percentage of irregular expenditure maintained.	0%	The department to maintain 0% irregular expenditure by 30 June 2025.	0%	Nil departmental irregular expenditure.	0%	Spreadsheet from the Expenditure Office indicating departmental irregular expenditure.	0%	Nil departmental irregular expenditure.	0%	Nil departmental irregular expenditure.	Internal	Irregular Expenditure report from the Finance Expenditure Section, showing departmental expenditure either no-irregular or irregular.

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STRATEGIC OBJECTIVE FROM THE IDP	ORG SCORECARD OPMS-No.	PROJECT NAME	ANNUAL BUDGET & SOURCE OF FUNDING IF OTHER THAN	KEY PERFORMANCE INDICATORS	ANNUAL TARGET	ANNUAL TARGET DESCRIPTION	Q1 TARGET	TARGET DESCRIPTION	Q2 TARGET	TARGET DESCRIPTION	Q3 TARGET	TARGET DESCRIPTION	Q4 TARGET	TARGET DESCRIPTION	Ward	Portfolio of Evidence (POE)
NATIONAL KEY PERFORMANCE AREA 5: LOCAL ECONOMIC DEVELOPMENT (Weighting 9%) 3 TARGET																
To use capital infrastructure and social investment to provide poverty and income relief through	OPMS 49	JOB creation- CAPITAL Initiatives	R0.00	The number of jobs created through municipality's Capital Projects in the IDP	120	120 jobs created through municipality's Capital Projects in the IDP by 30 June 2025:	30	30 jobs created through municipality's Capital Projects in the IDP:	30	30 jobs created through municipality's Capital Projects in the IDP:	30	30 jobs created through municipality's Capital Projects in the IDP:	30	30 jobs created through municipality's Capital Projects in the IDP:	All wards	Beneficiary List of employees employed during the period under review per project. Identification numbers. When reporting for Annual no repetitions on the
To use capital infrastructure and social investment to provide poverty and income relief through	OPMS 50	B2B - Job Creation EPWP	R3 089 000	The number of job opportunities created through implementation of Expanded Public Works Programme (EPWP)	80	80 jobs maintained through implementation of Expanded Public Works Programme.	80	80 jobs maintained through implementation of Expanded Public Works Programme.	80	80 jobs maintained through implementation of Expanded Public Works Programme.	80	80 jobs maintained through implementation of Expanded Public Works Programme.	80	80 jobs maintained through implementation of Expanded Public Works Programme.	All wards	EPWP report, list with names, ID numbers of people under EPWP, ward location, contracts signed
To ensure financial management.	CVL:11	Service provider Assessment.	R0.0	The number of Service Provider Assessments reports submitted to Manco & SCM contract's manager on all service providers within the department.	4	4 Service Provider Assessments reports submitted to Manco & SCM Contract's Manager on all service providers within the department by 30 June 2025.	1	Q4 of 2023/2024 Service Provider Assessments reports submitted to Manco & SCM Contract's Manager.	1	Q1 of 2024/2025 Service Provider Assessments reports submitted to Manco & SCM Contract's Manager.	1	Q2 of 2024/2025 Service Provider Assessments reports submitted to Manco & SCM Contract's Manager.	1	Q3 of 2024/2025 Service Provider Assessments reports submitted to Manco & SCM Contract's Manager.	Internal	E-mail to Contracts Manager/Manco resolution/E-mail of Manco item to Manco secretariat.
NATIONAL KEY PERFORMANCE AREA 6: BASIC SERVICE DELIVERY & INFRASTRUCTURE DEVELOPMENT (Weighting 56%) 18 TARGETS																
To maintain and upgrade existing municipal infrastructure	OPMS 55 (1)	Ohlange Hall	R1 043 681.00	The percentage Ohlange Hall completed	100%	100% completion of Ohlange Hall completed by 30 June 2025.	30%	Procurement Stage 1.TSC-10% 2. TEC-10% 3.TAC-10%	40%	1.Appointment of contractor-10% 2.Progress report indicating construction works done and signed off by the consultant-30%	20%	Construction works done and signed off by the consultant-20%	10%	Practical completion/Completion issued for Ohlange Hall-10%	Ward 01	1.TSC minutes 2. TEC minutes 3.TAC minutes 4. Appointment letter 5. Progress report indicating construction works done and signed off by the consultant
To maintain and upgrade existing municipal infrastructure	OPMS 55 (2)	Charltondale Community Hall - WIP	R5 952 872.00	The percentage Charltondale Community Hall completed	100%	100% completion Charltondale Community Hall completed by 30 June 2025.	30%	Progress report indicating construction works done and signed off by the consultant-25%	25%	Progress report indicating construction works done and signed off by the consultant-25%	25%	Progress report indicating construction works done and signed off by the consultant-25%	25%	Practical completion/Completion issued for Charltondale-25%	Ward 10	1.Progress report indicating construction works done and signed off by the consultant 2.Completion/Completion Certificate.
To maintain and upgrade existing municipal infrastructure	OPMS 55 (3)	Melville Hall MIG - WIP	R14 665 968.00	The percentage Melville Hall completed	100%	100% completion of Melville Hall by 30 June 2025.	0%	no target	35%	Progress report indicating construction works done and signed off by the consultant-35%	40%	Progress report indicating construction works done and signed off by the consultant-40%	25%	Practical completion/Completion issued for Melville Hall-25%	Ward 24	1.Progress report indicating construction works done and signed off by the consultant 2.Completion/Completion Certificate.
To maintain and upgrade existing municipal infrastructure	OPMS 55 (4)	Nskeni Community Hall	R5 732 879.00	The percentage Nskeni Community Hall completed	100%	100% completion Nskeni Community Hall completed by 30 June 2025.	30%	Procurement Stage 1.TSC-10% 2. TEC-10% 3.TAC-10%	40%	1.Appointment of contractor-10% 2.Progress report indicating construction works done and signed off by the consultant-30%	20%	Construction works done and signed off by the consultant-20%	10%	Practical completion/Completion issued for Nskeni Hall-10%	Ward 27	1.TSC minutes 2. TEC minutes 3.TAC minutes 4. Appointment letter 5. Progress report indicating construction works done and signed off by the consultant 6. Practical completion Certificate/Completion Certificate
To maintain and upgrade existing municipal infrastructure	OPMS 56	WOODMEAD TAXI RANK	R4 000 000.00	The percentage Construction of Woodmead taxi rank.	100%	100% Construction of Woodmead taxi rank by 31 March 2025	50%	1. Appointment of contractor through panel (25%) 2.Progress report indicating construction works done and signed off by the consultant (25%)	25%	Progress report indicating construction works done and signed off by the consultant.	25%	Practical completion/Completion issued for Woodmead taxi rank	No target	No Target	Ward 20	1. Appointment letter 2. Progress report indicating construction works done and signed off by the consultant 3. Practical completion Certificate/Completion Certificate
To ensure that the community has access to functional public amenities	OPMS 57	Chris Hani Sport field - WIP	R3 000 000.00	The percentage completion of Chris Hani Sport field	100%	100% completion of Chris Hani Sport field - WIP by 30 June 2025	43%	1.TSC(14%) 2. TEC(14%) 3.TAC(15%)	28%	1.Appointment of contractor (14%) 2.Progress report indicating construction works done and signed off by the consultant(14%)	14%	Progress report indicating construction works done and signed off by the consultant.	15%	Practical completion/Completion issued for Chris Hani Sports field	Ward 15	1.TSC minutes 2. TEC minutes 3.TAC minutes 4. Appointment letter 5. Progress report indicating construction works done and signed off by the consultant 6. Practical completion Certificate/Completion Certificate
To maintain and upgrade existing municipal infrastructure	OPMS 58	Sokesimbone Access Road & Stormwater (Ward 1) - WIP	R5 635 000.00	The percentage Sokesimbone Access Road & Stormwater (Ward 1) completed	100%	100% (0.8m) completion of Sokesimbone Access Road & Stormwater (Ward 1) completed by 30 June 2025.	50%	Progress report indicating construction works done and signed off by the consultant-50%	50%	Practical completion/Completion issued for Sokesimbone Access Road & Stormwater (0.8m)-50%	0%	No target	0%	No target	Ward 1	1.Progress report indicating construction works done and signed off by the consultant 2.Completion/Completion Certificate.
To maintain and upgrade existing municipal infrastructure	OPMS 59	Lindelani Creche	R2 676 522 (M/G) R1 739 130 (Council)	The percentage completion of the Lindelani Creche	100%	100% completion of Lindelani Creche by 30 June 2025.	40%	1. TAC (20%) 2. Appointment letter (20%)	20%	Progress report indicating construction works done and signed off by the consultant	20%	Progress report indicating construction works done and signed off by the consultant	20%	Practical completion /Completion Certificate	Ward 5	1. TAC, 2. Appointment of contractor 3. Construction of project-Progress report indicating construction works done and signed off by the consultant. 4. Practical Completion / Completion Certificate.


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STRATEGIC OBJECTIVE FROM THE IDP	ORG SCORECARD OPMS-No.	PROJECT NAME	ANNUAL BUDGET & SOURCE OF FUNDING IF OTHER THAN	KEY PERFORMANCE INDICATORS	ANNUAL TARGET	ANNUAL TARGET DESCRIPTION	Q1 TARGET	TARGET DESCRIPTION	Q2 TARGET	TARGET DESCRIPTION	Q3 TARGET	TARGET DESCRIPTION	Q4 TARGET	TARGET DESCRIPTION	Ward	Portfolio of Evidence (POE)
To maintain and upgrade existing municipal infrastructure	OPMS 60	Reinstatement of Salt Rock Bridge	R4 000 000.00	The percentage completion of the Reinstatement of Salt Rock Bridge.	100%	100% completion of the Reinstatement of Salt Rock Bridge by 30 June 2025.	30%	1.TSC (10%) 2. TEC(10%) 3.TAC(10%)	20%	1.Appointment of contractor(10%). 2.Progress report indicating construction works done and signed off by the consultant(20%).	20%	Progress report indicating construction works done and signed off by the consultant.	20%	Practical completion / Completion Certificate.	Ward 22	1.TSC minutes, 2. TEC minutes 3.TAC minutes, 4. Appointment letter, 5. Progress report indicating construction works done and signed off by the consultant, 6. Practical completion Certificate / Completion Certificate
To maintain and upgrade existing municipal infrastructure	OPMS 61(1)	Ward 19 - Jones Street	R8 500 000.00	The percentage of Ward 19 - Jones Street rehabilitated	100%	100% (9000m2) of Ward 19 - Jones Street rehabilitated by 31 March 2025	40%	1. Appointment of contractor-20% 2.Progress report indicating construction works done and signed off by the consultant-20%	40%	Progress report indicating construction works done and signed off by the consultant-40%	20%	Practical completion/Completion certificate of ward 19 Jones street (9000m2)-20%	0%	No Target	Ward 19	1. Appointment letter 2. Progress report indicating construction works done and signed off by the consultant 3. Practical completion Certificate/Completion Certificate
To maintain and upgrade existing municipal infrastructure	OPMS 61(2)	Ward 19 -Fifth Street	R6 000 000.00	The percentage Ward 19 -Fifth Street rehabilitated	100%	100% (6000m2) of ward 19 -Fifth Street rehabilitated by 31 March 2025	20%	1. Appointment of contractor-10% 2.Progress report indicating construction works done and signed off by the consultant-10%	40%	Progress report indicating construction works done and signed off by the consultant-40%	20%	Practical completion/Completion certificate of ward 19 Fifth Street (6000m2)-20%	0%	No Target	Ward 19	1. Appointment letter 2. Progress report indicating construction works done and signed off by the consultant 3. Practical completion Certificate/Completion Certificate
To maintain and upgrade existing municipal infrastructure	OPMS 61(3)	Rehabilitation of Kenny Khanyayo Street and Pigogo Street-multi year	R3 128 343.00	The percentage of Kenny Khanyayo Street and Pigogo Street rehabilitated	100%	100% (5000m2) of Kenny Khanyayo Street and Pigogo Street rehabilitated by 30 June 2025	35%	Procurement Stage 1.TEC-10% 2.TAC-10% 3. Appointment letter-15%	20%	Progress report indicating construction works done and signed off by the consultant-20%	20%	Progress report indicating construction works done and signed off by the consultant-20%	25%	Practical completion/Completion issued for Kenny Khanyayo Street and Pigogo Street (5000m2)-25%	Ward 23	1. Appointment letter 2. Progress report indicating construction works done and signed off by the consultant 3. Practical completion Certificate/Completion Certificate
To maintain and upgrade existing municipal infrastructure	OPMS 62	Ward 3 Nonoti Beach Road Access - WIP	R14 197 272.00	The percentage Ward 3 Nonoti Beach Road Access completed.	100%	100% (1.8 km) completion of Ward 3 Nonoti Beach Road Access completed by 30 June 2025.	25%	Progress report indicating construction works done and signed off by the consultant-25%	25%	Progress report indicating construction works done and signed off by the consultant-25%	25%	Progress report indicating construction works done and signed off by the consultant-25%	25%	Practical completion/Completion issued for Ward 3 Nonoti Beach Road Access (1.8 km)-WIP-25%	Ward 10	1.Progress report indicating construction works done and signed off by the consultant 2.Completion/Completion Certificate.
To maintain and upgrade existing municipal infrastructure	CVL:12	Ballito Office Parking	R1 000 000.00	The percentage completion Rehabilitation of Ballito office parking.	100%	100% completion Rehabilitation of Ballito office parking by 31 March 2025	20%	1. Appointment of contractor Q28:AA28through panel-10% 2.Progress report indicating construction works done and signed off by the consultant-10%	40%	Progress report indicating construction works done and signed off by the consultant-40%	40%	Practical completion/Completion issued for Ballito office parking-40%	0%	No Target	Ward 6	1. Appointment letter 2. Progress report indicating construction works done and signed off by the consultant 3. Practical completion Certificate/Completion Certificate
To maintain and upgrade existing municipal infrastructure	CVL:13	Groutville Surface Roads and Stormwater MIG in Ward 12 WIP multi year: 2024/2025= (0.85km)	R3 022 070.00	The percentage phase1 of 3 of Groutville roads and stormwater upgrade	100%	100% (0.8km) completion of phase1 of 3 of Groutville roads and stormwater upgrade by 30 June2025	35%	Procurement Stage 1.TEC-10% 2.TAC-10% 3. Appointment letter-15%	20%	Progress report indicating construction works done and signed off by the consultant-20%	20%	Progress report indicating construction works done and signed off by the consultant-20%	25%	Progress report indicating construction works done and signed off by the consultant-25%	Ward 12	1.TEC minutes 2.TAC minutes 3. Appointment letter 4. Progress report indicating construction works done and signed off by the consultant
To maintain and upgrade existing municipal infrastructure	CVL:14	NV Roads Stormwater Traffic Calming Measures 170461528 WIP	R1 000 000.00	The percentage of Traffic Calming measures constructed	100%	100% completion of traffic calming measures constructed by 30 June 2025	20%	1. Appointment of contractor-10% 2.Progress report indicating construction works from IAT item-10%	40%	Progress report indicating construction works from IAT item-40%	0	Practical completion/Completion certificate of speed humps (60 speed humps)-20%	0	No Target	All wards	1.Appointment letter 2. Construction of project-Progress report indicating construction works done and signed off by the consultant 3. Completion/Completion Certificate.
To maintain and upgrade existing municipal infrastructure	CVL:15	Grading of Roads	R6 000 000.00	The percentage of roads graded	100%	100% (7km) of roads graded by 30 June 2025	20%	1. Appointment of contractor-10% 2.Progress report indicating construction works from IAT item-10%	40%	Progress report indicating construction works from IAT item-40%	0	Practical completion/Completion certificate of speed humps (7km)-20%	0	No Target	Ward 1 Ward 3 Ward 5 Ward 7 Ward 12 Ward 20 Ward 21 Ward 25 Ward 27	1.Appointment letter 2. Construction of project-Progress report indicating construction works done and signed off by the consultant 3. Completion/Completion Certificate.
To maintain and upgrade existing municipal infrastructure	CVL:16	Pothole Repairs	R6 600 000.00	The percentage of potholes repaired	100%	100% of potholes repaired by 30 June 2025	20%	1. Appointment of contractor-10% 2.Progress report indicating construction works from IAT item-10%	40%	Progress report indicating construction works from IAT item-40%	0	Practical completion/Completion certificate of speed humps (1500m2)-20%	0	No Target	All wards	1.Appointment letter 2. Construction of project-Progress report indicating construction works done and signed off by the consultant 3. Completion/Completion Certificate.

Executive Director Civil and Engineering Services: T.T Nxumalo

Signature: 

Date: 13/06/2024

Municipal Manager: N.J Mdakane

Signature: 

Date: 30/06/2024

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P.B.K
DPM