

Appendix A



**PERFORMANCE AGREEMENT**

MADE AND ENTERED INTO BY AND BETWEEN:

**THE MKHAMBATHINI MUNICIPALITY  
AS REPRESENTED BY MAYOR**

**MR N.W NTOMBELA**

(Mayor)

AND

**MR S MNGWENGWE**

850303 6087 083

**MUNICIPAL MANAGER**

**(The Municipal Manager Mr S Mngwengwe)**

**01 July 2022 - 30 June 2023**

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## PERFORMANCE AGREEMENT

### ENTERED INTO BY AND BETWEEN:

The Mkhambathini Municipality herein represented by  
**MR ERIC NGCONGO** in his capacity as the Mayor  
(hereinafter referred to as the **Mkhambathini Municipality or Supervisor**)

and

**MR S MNGWENGWE**  
(Identity Number - 850303 6087 083)  
**Municipal Manager Mr S Mngwengwe of Mkhambathini Municipality**  
(hereinafter referred to as the **Municipal Manager**).

### WHEREBY IT IS AGREED AS FOLLOWS:

#### 1. INTRODUCTION

- 1.1 The **Employer** has entered into a contract of employment with the **Municipal Manager Mr S Mngwengwe** in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The **Municipal Manager Mr S Mngwengwe** and the **Employer** are hereinafter referred to as "the Parties".
- 1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires 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 to set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

#### 2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2.1 comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;
- 2.2 specify objectives and targets established for the **Municipal Manager Mr S Mngwengwe** and to communicate to the **Municipal Manager Mr S Mngwengwe** the Employers expectations of the **Municipal Manager Mr S Mngwengwe's** performance and accountabilities
- 2.3 specify accountabilities as set out in a performance plan, (Annexure A)
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 use the performance agreement and Performance Plan as the basis for assessing the suitability of the **Municipal Manager Mr S Mngwengwe** for permanent employment and/or to assess whether the Municipal Manager Mr S Mngwengwe has met the performance expectations applicable to his/her job;

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- 2.6 appropriately reward the **Municipal Manager Mr S Mngwengwe**; in accordance with the Employers performance management policy in the event of outstanding performance; and
- 2.7 give effect to the Employers commitment to a performance-orientated relationship with its **Municipal Manager Mr S Mngwengwe** in attaining equitable and improved service delivery.

### 3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **01 July 2022** and will remain in force until **30 June 2023** 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, if applicable.
- 3.2 The parties will review the provisions of this Agreement at the end of each quarter. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least every quarter (if applicable) by not later than the beginning of each successive quarter.
- 3.3 This Agreement will terminate on the termination of the **Municipal Manager Mr S Mngwengwe** contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 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.

### 4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
- (a) the performance objectives and targets that must be met by the **Municipal Manager Mr S Mngwengwe**; and
  - (b) the time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the **Employer** in consultation with the **Municipal Manager Mr S Mngwengwe** and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include key objectives; key performance indicators; target dates and weightings.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 The **Municipal Manager Mr S Mngwengwe's** performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the **Mkhambathini Municipality's** Integrated Development Plan.

## 5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The **Municipal Manager Mr S Mngwengwe** agrees to participate in the performance management system that **Employer** the adopts or introduces management and municipal staff of the **Mkhambathini Municipality**.
- 5.2 The **Municipal Manager Mr S Mngwengwe** 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 **Municipal Manager Mr S Mngwengwe** about the specific performance standards that will be included in the performance management system as applicable to the **Municipal Manager Mr S Mngwengwe**.
- 5.4 The **Municipal Manager Mr S Mngwengwe** agrees to participate in the performance management and development system that the Employer adopts.
- 5.5 The **Municipal Manager Mr S Mngwengwe** undertakes to actively focus towards the promotion and implementation of the KPA's (including special projects relevant to the Municipal Manager Mr S Mngwengwe's responsibilities) within the local government framework.
- 5.6 The criteria upon which the performance of the **Municipal Manager Mr S Mngwengwe** shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- The **Municipal Manager Mr S Mngwengwe** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Managerial Requirements (CMC's) 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 CMCs will account for 20% of the final assessment.
- 5.7 The **Municipal Manager Mr S Mngwengwe** assessment will be based on his / her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (**Annexure A**), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the **Employer** and the **Municipal Manager Mr S Mngwengwe**:

Key Performance Areas (KPA's)	Weight
Basic Service Delivery	10 %
Municipal Institutional Development and Transformation	5 %
Local Economic Development (LED)	5 %
Municipal Financial Viability and Management	10 %
Good Governance and Public Participation	60 %
Cross Cutting Issues	10 %
<b>Total</b>	<b>100%</b>

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- 5.7 The CMCs will make up the other 20% of the **Municipal Manager Mr S Mngwengwe's** assessment score. CMC's that are deemed to be most critical for **Municipal Manager Mr S Mngwengwe** specific job should be selected (✓) from the list below as agreed to between the **Employer and Municipal Manager Mr S Mngwengwe.**

LEADING COMPETENCIES		
CORE MANAGERIAL COMPETENCIES (CMC)	COMPETENCY DESCRIPTION	WEIGHT %
1. Strategic Direction and Leadership	Impact and influence institutional Performance Management Strategic Planning and Management Organisational Awareness	20 %
2. People Management	Human Capital Planning and Development Diversity Management Municipal Manager Mr S Mngwengwe Relations Management Negotiation and dispute Management	10 %
3. Programme and Project Management	Program and project Planning and Implementation Service Delivery Management Program and Project Management and Evaluation	5 %
4. Financial Management	Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring	15 %
5. Change Management	Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation	5 %
6. Governance Leadership	Policy Formulation Risk and Compliance Management Cooperative Governance	5 %
CORE COMPETENCIES		
7. Moral Competencies	Able to identify triggers, apply reasoning that promotes honesty and integrity and consistency display behavior that reflects moral competence.	5 %
8. Planning and Organizing	Able to plan, priorities and organize information and resources effectively to ensure the quality of service delivery and build efficient contingency Plans to manage risk	10 %
9. Analysis and Innovation	Able to critically analysis information challenges and trends to establish and implement fact based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives.	5 %
10. Knowledge and Information Management	Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government.	5 %

11.Communication	Able to share information, knowledge and ideas in a clear, focused and concise manner, appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome.	10 %
12.Results and Quality Focus	Able to maintain high quality standards, focus on achieving results and objects while consistently striving to exceed expectations and encourage others to meet quality standards,. Further too actively monitor and measure results and quality against identified objectives.	5 %
<b>TOTAL</b>		<b>100%</b>

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## 6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (Annexure A) to this Agreement sets out -
- (a) the standards and procedures for evaluating the **Municipal Manager Mr S Mngwengwe** performance; and
  - (b) the intervals for the evaluation of the **Municipal Manager Mr S Mngwengwe** performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the **Employer** may in addition review the **Municipal Manager Mr S Mngwengwe'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 **Municipal Manager Mr S Mngwengwe** performance will be measured in terms of contributions to the goals and strategies set out in the **Employer's** IDP.

## 7. The quarterly performance appraisals will involve:

- 7.1 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 (refer to paragraph 7.3 below) must then be used to add the scores and calculate a final KPA score.
- 7.2 Assessment of the CMCs
- (a) Each CMC 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 CMC.
  - (c) The applicable assessment rating calculator (refer to paragraph 7.1) must then be used to add the scores and calculate a final CMC score.
- 7.3 Overall rating
- (a) An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.
  - (b) The assessment of the performance of the **Municipal Manager Mr S Mngwengwe** will be based on the following rating scale for KPA's and CMCs:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of a Municipal Manager Mr S Mngwengwe at this level. The appraisal indicates that the Municipal Manager Mr S Mngwengwe 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 Municipal Manager Mr S Mngwengwe 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 Municipal Manager Mr S Mngwengwe 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 Municipal Manager Mr S Mngwengwe 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 Municipal Manager Mr S Mngwengwe has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The Municipal Manager Mr S Mngwengwe has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.					

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7.4 For purposes of evaluating the annual performance of the Municipal Manager Mr S Mngwengwe, an evaluation panel constituted of the following persons must be established

- 7.4.1 Member of the Executive Committee;
- 7.7.4 Chairperson/ Member of the Audit Committee;
- 7.7.5 Municipal Manager from another Municipality

## 8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of **Municipal Manager Mr S Mngwengwe** in relation to his / her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

QUARTER	MONTHS	REVIEW DATE
First quarter	July 2022– September 2022	Before the end of October 2022
Second quarter	October 2022– December 2022	Before the end of January 2023
Third quarter	January 2023– March 2023	Before the end of April 2023
Fourth quarter	April 2023– June 2023	Before the end of July 2023

8.2 The **Municipal Manager Mr S Mngwengwe** shall keep a record of the mid-year review and annual assessment meetings.

8.3 Performance feedback shall be based on the **Employer's** assessment of the **Municipal Manager Mr S Mngwengwe's** performance.

8.4 The **Employer** will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The **Municipal Manager Mr S Mngwengwe** will be fully consulted before any such change is made.

8.5 The **Employer** may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the **Municipal Manager Mr S Mngwengwe** will be fully consulted before any such change is made.

## 9. DEVELOPMENTAL REQUIREMENTS

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

## 10. OBLIGATIONS OF THE MKHAMBATHINI MUNICIPALITY

10.1 The Employer shall –

10.1.1 create an enabling environment to facilitate effective performance by the **Municipal Manager Mr S Mngwengwe**;

10.1.2 provide access to skills development and capacity building opportunities;

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- 10.1.3 work collaboratively with the **Municipal Manager Mr S Mngwengwe** to solve problems and generate solutions to common problems that may impact on the performance of the **Municipal Manager Mr S Mngwengwe**
- 10.1.4 on the request of the **Municipal Manager Mr S Mngwengwe** delegate such powers reasonably required by the **Municipal Manager Mr S Mngwengwe** to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and
- 10.1.5 make available to the **Municipal Manager Mr S Mngwengwe** such resources as the **Municipal Manager Mr S Mngwengwe** may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.

## 11. CONSULTATION

- 11.1 The **Employer** agrees to consult the **Municipal Manager Mr S Mngwengwe** timorously where the exercising of the powers will have amongst others –
  - 11.1.1 a direct effect on the performance of any of the **Municipal Manager Mr S Mngwengwe**
  - 11.1.2 commit the **Municipal Manager Mr S Mngwengwe** to implement or to give effect to a decision made by the **Employer**; and
  - 11.1.3 a substantial financial effect on the **Employer**.
- 11.2 The **Employer** agrees to inform the **Municipal Manager Mr S Mngwengwe** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable **Municipal Manager Mr S Mngwengwe** to take any necessary action without delay.

## 12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 The evaluation of **Municipal Manager Mr S Mngwengwe** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
  - 12.1.1 A performance bonus of between 5% to 14% of all-inclusive annual remuneration package may be paid to the **Municipal Manager** in recognition of outstanding performance to be constituted as follows:
    - 12.2.1 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
    - 12.2.2 a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.
- 12.2 the **Municipal Manager Mr S Mngwengwe** will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least twelve months (12) service at the current remuneration package on 30 June (end of financial year) subject to a fully effective assessment.
- 12.4 In the case of unacceptable performance, the **Mkhambathini Municipality** shall –
  - 12.4.1 provide systematic remedial or developmental support to assist the **Municipal Manager Mr S Mngwengwe** to improve his or her performance; and

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12.4.2 after appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the **Mkhambathini Municipality** may consider steps to terminate the contract of employment of the **Municipal Manager Mr S Mngwengwe** on grounds of unfitness or incapacity to carry out his or her duties.

### 13. DISPUTE RESOLUTION

13.1 Any disputes about the nature of the **Municipal Manager Mr S Mngwengwe** performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –

13.1.1 the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the **Municipal Manager Mr S Mngwengwe**; or

13.1.2 any other person appointed by the MEC.

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


### 13. GENERAL


14.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure B may be made available to the public by the **Employer**.

14.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Municipal Manager Mr S Mngwengwe** in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

SIGNED AT CAMPERDOWN ON THIS THE 13 DAY OF July 2022.

**AS WITNESSES:**


1.  \_\_\_\_\_

  
**MR N.W NTOMBELA  
THE MAYOR**

2.  \_\_\_\_\_

SIGNED AT CAMPERDOWN ON THIS THE 13 DAY OF July 2022.

**AS WITNESSES:**

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**Mr S Mngwengwe  
MUNICIPAL MANAGER**

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Appendix B

## PERFORMANCE DEVELOPMENT PLAN

Entered into by and between

**THE MKHAMBATHINI MUNICIPALITY  
AS REPRESENTED BY THE MAYOR**

**(Duly authorised by Council)**

**MR N.W NTOMBELA**

AND

**MR S MNGWENGWE**

**MUNICIPAL MANAGER**

**["the Employee"]**

**1 July 2022 – 30 June 2023**

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Period Under Review	
Surname	Mngwengwe
Name	Sanele
Municipality	Mkhambathini
Department	Municipal Manager
Race	BLACK
Gender	Male
Employee Number	
Date of Appointment	
Salary Package	

Performance Plan

Attached as Annexure C

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**Calculation On the Core Management Criteria (CMC)**

CMC's are based on the eleven core competencies – even Manager should be assessed against all those CMC' that are applicable to his/her job. Compulsory CMC' for Managers are highlighted below (NOTE: Weights should be taken from the signed performance agreement for the year under review).

CORE MANAGERIAL COMPETENCIES (CMC)	√ (Indicate Choice)	WEIGHT %	MILESTONES/COMMENTS
1 Strategic Direction and Leadership		20	
2. People Management		10	
3. Programme and Project Management		5	
4. Financial Management		15	
5. Change Management		5	
6. Governance Leadership		5	
7. Moral Competencies		5	
8. Planning and Organizing		10	
9. Analysis and Innovation		5	
10. Knowledge and Information Management		5	
11. Communication		10	
12. Results and Quality Focus		5	

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### EVALUATION ON THE CORE OCCUPATIONAL COMPETENCY (COC)

COC's are based on the eleven core competences – every Manager should be assessed against all those COC's that are applicable to his/her job.  
 (NOTE: Weight should be taken from the signed performance agreement for the year under review)

CORE MANAGERIAL COMPETENCIES (CMC)	√ (Indicate Choice)	WEIGHT %	MILESTONES/COMMENTS
1. Competence in Self-Management		5	
2. Interpretation of and implementation within the legislative and national policy framework		5	
3. Knowledge of Performance Management and Reporting		20	
4. Knowledge of global of South African specific political, social and economic contexts		20	
5. Competence in policy conceptualization, analysis and implementation		10	
6. Knowledge of more than one functional municipal field/discipline		10	
7. Skills in Mediation		5	
8. Skills in Governance		10	
9. Competence as required by other national line sector department		10	
10. Exceptional and dynamic creativity to improve the functioning of the municipality		5	
<b>Total percentage</b>	-	<b>100%</b>	

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**PERSONAL DEVELOPMENT PLAN**

AREA TO BE DEVELOPED	TYPE OF INTERVENTION	TARGET DATE

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## PERFORMANCE ASSESSMENT RATING

The Assessment Rating will be used to add the score and calculate a final KRA score (80%) and a final CMC and COC's score (20%).

The Table Below should be completed by the summarized total of each panel member (*Note: Weight should be taken from the signed performance agreement for the year under review*)

KPA	WEIGHT	RATING
1. Basic Service Delivery	10	
2. Municipal Institutional Development and Transformation	5	
3. Local Economic Development	5	
4. Municipal Financial Viability and Management	10	
5. Good Governance and Public Participation	60	
6. Cross Cutting Issues	10	
<b>Total</b>		
x 80%		

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Core Management Competencies	Weight %	Rating
1. Strategic Capability & Leadership	20 %	
2. Programme & Project Management	5 %	
3. Financial Management (Compulsory)	15 %	
4. Change Management	5 %	
5. People Management	10 %	
6. Governance Leadership	5 %	
<b>Total</b>		
x 20%		

Core Occupational Competencies	Weight %	Rating
1. Moral Competence	5 %	
2. Planning and Organizing	10 %	
3. Analysis and Innovation	5 %	
4. Knowledge and Innovation	5 %	
5. Communication	10 %	
6. Result and Quality Focus	5 %	
<b>Total</b>		
X 20%		

### Key Results

KEY PERFORMANCE AREA	(A) Sub-Total	(B) % Of Assessment
KRA (Key Result Area)		80%
CC (Conduct Criteria)		20%
c) FINAL SCORE		
<b>FINAL SCORE IN PERCENTAGE (C/5X100)</b>		

**AGREEMENT TO PERFORMANCE AND DEVELOPMENT PLAN**

I agree with the objectives as set out in the above Performance and Development Plan and undertake to achieve the objectives as agreed on.

SIGNATURE: 

**Municipal Manager : Mr S Mngwengwe**

Date: 13 July 2022

I undertake to support **Mr S Mngwengwe (Municipal Manager)** with the achievement of the above Performance and Development Plan .

SIGNATURE: 

**Mayor N.W NTOMBELA**

Date: 13 July 2022

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Schedule 2

**CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS**  
[Sch. 2 amended by s. 29 of Act No. 44 of 2003.]  
**Wording of Sections**

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

**General conduct**

2. 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 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.

**Commitment to serving the public interest**

3. 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);
  - (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 maximise the ability of the municipality as a whole to achieve its objectives and improve the quality of life of its residents.

### **Personal gain**

4. (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.

### **Disclosure of benefits**

5. (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.

### **Unauthorized disclosure of information**

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

### **Undue influence**

7. 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.

### **Rewards, gifts and favours**

8. (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 sub item (1).

### **Council property**

9. 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.

### **Payment of arrears**

10. 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.

### **Participation in elections**



11. 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.

#### **Sexual harassment**

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

#### **Reporting duty of staff members**

13. 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.

#### **Breaches of Code**

14. 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.

#### **Disciplinary steps**

14A (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.

[Item 14A inserted by s. 29 of Act No. 44 of 2003.]

ORGANISATIONAL SCORECARD FOR 2022/2023

OFFICE OF THE MUNICIPAL MANAGER

SDBIP 2022/2023

INDICATORS	IDP, BUDGET AND B2B REF NUMBERS	STRATEGIC OBJECTIVE	KEY PERFORMANCE INDICATORS	DETAILED PERFORMANCE MEASURE	DEMAND	ANNUAL TARGET, 2022/2023		QUARTER 1		QUARTER 2		QUARTER 3		QUARTER 4		BUDGET	WARD INFORMATION	MEANS OF VERIFICATION (MOV)	RESPONSIBLE DEPARTMENT
						BASELINE 2021/2022	2022/2023	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET						
KEY PERFORMANCE AREA: BASIC SERVICE DELIVERY	BSD 1	To ensure the provision, upgrade and construction of infrastructure and services that enhance socio-economic development within the municipality	Monitor the Spending of Municipal Infrastructure Grant Expenditure to achieve 100%	% progress on the implementation of Municipal Infrastructure Grant Projects	New	100%	25%	50%	75%	100%	R17,781m	1,2,3,4,5,6 & 7	Progress Report showing the % progress on site and expenditure to date and Payment Certificate per project	Municipal Manager					
			Monitor the Spending of Small Town Rehabilitation Grant Expenditure to achieve 100%	% progress on the implementation of Small Town Rehabilitation Projects	New	100%	25%	50%	75%	100%	R14m	3	Progress Report showing the % progress on site and expenditure to date and Payment Certificate per project	Municipal Manager					
			Monitor the Spending of Integrated National Electrification Programme to achieve 100%	% progress on the implementation of Integrated National Electrification Programme Projects	New	100%	25%	50%	75%	100%	R15m	1,2,3,4,5,6 & 7	Progress Report showing the % progress on site and expenditure to date and Payment Certificate per project	Municipal Manager					
KEY PERFORMANCE AREA: MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION																			
KEY PERFORMANCE AREA: MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION	MIDT1	To ensure a functional organisational structure	Review of the municipal organogram	Date of adopted reviewed organogram	30-Jun-21	30-Jun-22	30-Jun-23	N/A	N/A	N/A	N/A	Institutional	Copy of Organisational structure and Council resolution	Municipal Manager					
	MIDT13	To ensure skills development and training to improve access to economic growth opportunities for marginalized groups within the municipality	Public Employment Programmes job opportunities created	Number of work opportunities created through EPWP (static after Q1 recruitment. This must be 150 at all times)	150	150	300	300	300	300	R5,7m	Ward 1,2,3,4,5,6,7	EPWP Projects List of Beneficiaries	Municipal Manager					
KEY PERFORMANCE AREA: LOCAL ECONOMIC DEVELOPMENT																			
KEY PERFORMANCE AREA: LOCAL ECONOMIC DEVELOPMENT	LED9	To Promote emerging Businesses	Monitor the number of Award made to BBBEE level 1 companies for bids more than R30 000.	No. of bids above R30 000 awarded to BBBEE level 1 companies	40	40	40	10	10	10	N/A	Ward 1,2,3,4,5,6,7	Copy of purchase order/ appointment letter, BBBEE certificate and schedule of appointments per quarter	Municipal Manager					
	B2B-1	To Promote emerging Businesses	Monitor the number of Award made to BBBEE level 1 companies for bids more than R30 000.	No. of bids above R30 000 awarded to BBBEE level 1 companies	40	40	40	10	10	10	N/A	Ward 1,2,3,4,5,6,7	Copy of purchase order/ appointment letter, BBBEE certificate and schedule of appointments per quarter	Municipal Manager					
KEY PERFORMANCE AREA: FINANCIAL VIABILITY AND MANAGEMENT																			
KEY PERFORMANCE AREA: FINANCIAL VIABILITY AND MANAGEMENT	FIN9	To ensure effective and efficient supply chain management system	Appointment of Bid Committees (BSC, BEC and BAC) in line with Municipal SCM Policy and regulations.	Date of appointment of all Bid Committees	31-Jul-21	31-Jul-21	31-Jul-22	31-Jul-22	31-Jul-22	31-Jul-22	N/A	Institutional	Schedule of Bid Committee members and copy of appointment letters signed by the Municipal Manager with appointment letter	Municipal Manager					
	B2B_4	To ensure effective and efficient supply chain management system	Appointment of Service providers within 14 working days after the BAC meetings	Number/Cycle of days of Appointments made after the BAC processes	14 days	14 days	14 days	14 days	14 days	14 days	N/A	Institutional	Quarterly Appointment letters and copy of Attendance registers for BAC	Municipal Manager					
KEY PERFORMANCE AREA: FINANCIAL VIABILITY AND MANAGEMENT	FIN3	To ensure completion of a credible Annual Financial Statements	Compilation and submission of the AFS to Auditor General	Date of AFS submitted to Auditor General	31-Aug-21	31-Aug-21	31-Aug-22	31-Aug-22	31-Aug-22	31-Aug-22	N/A	Institutional	AFS and proof of receipt from the Office of the Auditor General	Municipal Manager					
	B2B_4	To ensure completion of a credible Annual Financial Statements	Compilation and submission of the AFS to Auditor General	Date of AFS submitted to Auditor General	31-Aug-21	31-Aug-21	31-Aug-22	31-Aug-22	31-Aug-22	31-Aug-22	N/A	Institutional	AFS and proof of receipt from the Office of the Auditor General	Municipal Manager					
KEY PERFORMANCE AREA: GOOD GOVERNANCE AND DEMOCRACY																			

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KEY PERFORMANCE AREA: GOOD GOVERNANCE AND DEMOCRACY															
IMPLEMENT A DIFFERENTIATED APPROACH TO MUNICIPAL FINANCING, PLANNING AND SUPPORT															
OUTPUT 5: DEEPEN DEMOCRACY THROUGH A REFINED WARD COMMITTEE MODEL															
ME 9: A RESPONSIVE, ACCOUNTABLE, EFFECTIVE AND EFFICIENT LOCAL GOVERNMENT SYSTEM															
GG1	B2B_3	To implement and maintain effective enterprise risk management system	Finalise Risk Management Workshop	No of risk management Workshops Conducted	2	2	1	N/A	N/A	1	N/A	Institutional	Risk register and workshop registers	Municipal Manager	
	B2B_3		Submission of Risk Management Policy and Strategy	Date of Risk Policy/Strategy submitted to council	30-Jun-21	30-Jun-22	30-Jun-23	N/A	N/A	N/A	30-Jun-23	N/A	Institutional	Reviewed risk management strategy & Policy and Council resolution	Municipal Manager
	B2B_3		Functional Risk Management through risk committee meetings	Number of quarterly risk management meetings held	4	4	4	1	1	1	1	N/A	Institutional	Risk management committee minutes and attendance register	Municipal Manager
	B2B_3		Review and approve the internal audit plan	Date Internal Audit Plan approved by Audit Committee	30-Jun-21	30-Jun-22	30-Jun-23	N/A	N/A	N/A	N/A	30-Jun-23	N/A	Institutional	Audit Plan and Audit committee minutes
GG8	B2B_3	To provide reasonable assurance on the adequacy and effectiveness of internal control system	Implementation of the Internal Audit Plan	Number of quarterly Internal Audit Progress Reports produced and submitted to the MM and Audit Committee	4	4	1	1	1	1	N/A	Institutional	Reports and audit committee minutes and register and acknowledgement by MM	Municipal Manager	
	B2B_3		Review and submit internal audit charter to the audit committee for approval	Date of approval of the Internal Audit Charter by Audit Committee	30-Jun-21	30-Jun-22	30-Jun-23	N/A	N/A	N/A	30-Jun-23	N/A	Institutional	Copy of Audit charter and audit committee minutes and register	Municipal Manager
	B2B_3		Review and submit the Performance and Audit Committee charter	Date of approval and adoption of the Performance and Audit Committee charter by Council	30-Jun-21	30-Jun-22	30-Jun-23	N/A	N/A	N/A	30-Jun-23	N/A	Institutional	Council resolution and copy of audit charter	Municipal Manager
	B2B_3		Coordinate and hold the Audit Committee Meetings	Number of quarterly Audit Committee Meetings Held	4	4	4	1	1	1	1	N/A	Institutional	Minutes and attendance registers	Municipal Manager
GG4	B2B_3	To transform the Municipality into performance driven Municipality ensure an effective Audit and Performance Committee	Coordinate and hold Performance Audit Committee Meetings	Number Performance Audit Committee Meetings Held	2	2	N/A	1	N/A	N/A	N/A	Institutional	Minutes and attendance registers	Municipal Manager	
	B2B_3		Quarterly Performance Reports on achieved and not achieved targets submitted to Council	Number of quarterly Performance Reports Submitted to Council	4	4	4	1	1	1	1	N/A	Institutional	Quarterly PMS Report and Council resolution	Municipal Manager
	B2B-5		Signing of annual performance agreements for Senior Managers	Number of Performance Agreements Signed	5	5	5	N/A	N/A	N/A	N/A	N/A	Institutional	Copy of signed agreements for senior managers	Municipal Manager
	B2B_3		Conduct performance appraisals for section 56/57	Number of Section 56/57 employees appraisals conducted	1	1	1	N/A	N/A	N/A	N/A	N/A	Institutional	Performance appraisal reports	Municipal Manager
GG10	B2B_4	To transform the municipality into a performance driven institution	Conduct performance appraisals for departmental staff	Number of Offices of the MM employees appraisals conducted	4	4	1	1	1	1	N/A	Institutional	Performance appraisal minutes and register	Municipal Manager	
	B2B_3		To ensure that the mid-year Performance Report is prepared and submitted	Date of Mid Year Performance report submitted to Council, COGTA, Provincial and National Treasury	25-Jan-21	25-Jan-22	25-Jan-23	N/A	N/A	N/A	25-Jan-23	N/A	Institutional	Mid Year performance report and proof of submission	Municipal Manager
	B2B_3		To ensure that the mid-year Budget Report is prepared and submitted	Date of Mid Year budget report submitted to Council, COGTA, Provincial and National Treasury	25-Jan-21	25-Jan-22	25-Jan-23	N/A	N/A	N/A	25-Jan-23	N/A	Institutional	Report and proof of submission	Municipal Manager
	B2B_3														

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TM NW

OUTPUT 1:  
OUTPUT 2:  
OUTPUT 3:

B2B_3	To prepare and table the draft Annual report to Council	Date Draft Annual Report tabled to Council	31-Jan-22	31-Jan-23	N/A	N/A	N/A	N/A	31-Jan-23	N/A	Institutional	Draft AR and Council Resolution	Municipal Manager
B2B_3	Coordinate the Oversight committee meeting to consider the adoption of the annual report	Date of Oversight Committee (MPAC) Meeting	31-Mar-22	31-Mar-23	N/A	N/A	N/A	N/A	31-Mar-23	N/A	Institutional	Oversight report and Minutes	Municipal Manager
B2B_3	Oversight Process Facilitated and Adopted	Date of Oversight report adoption by council	31-Mar-22	31-Mar-23	N/A	N/A	N/A	N/A	31-Mar-23	N/A	Institutional	Council resolution	Municipal Manager
B2B_3	To finalise and adopt Annual Report	Date of Annual Report adoption by Council	31-Mar-22	31-Mar-23	N/A	N/A	N/A	N/A	31-Mar-23	N/A	Institutional	Council resolution	Municipal Manager
GG5	Ensure Functional Public Municipal Accounts Committee	Number of quarterly Municipal Public Accounts Committee Meetings Held	4	4	1	1	1	1	1	1	Institutional	Minutes	Municipal Manager
B2B_3	To ensure continuous engagement with ward constituencies	Monthly Ward Committee meetings in 7 wards	84	84	21	21	21	21	21	21	Ward 1,2,3,4,5,6,7	Minutes and attendance Registers	Municipal Manager
B2B_3		Monthly Public Meetings held	28	28	7	7	7	7	7	7	Ward 1-7	Minutes & Attendance Registers	Municipal Manager
GG6	To provide reasonable assurance on the adequacy and effectiveness of Internal Control system.	Date of adopting the reviewed Communication Strategy	30-Jun-22	30-Jun-23	N/A	N/A	N/A	N/A	30-Jun-23	N/A	Institutional	Council Re-resolution	Municipal Manager
B2B_3	To ensure that services provided to the municipality by the service providers is of high quality	Number of Bi-annual Reports on the assessment of service providers	2	2	N/A	N/A	N/A	N/A	1	1	Institutional	Reports on Service provider performance	Municipal Manager

KEY PERFORMANCE AREA : CROSS CURRING ISSUES

B2B_2	Development and approval of the IDP/ Budget Process Plan	Date of adoption of the 2023/2024 IDP/ Budget Process Plan	8/31/2021	31-Aug-22	N/A	N/A	N/A	N/A	31-Aug-22	N/A	Institutional	IDP Process plan and Council Resolution	Municipal Manager
B2B_2	Coordinate the IDP Representative Forum meetings	Number of IDP Representative Forum meetings	2	2	N/A	N/A	N/A	N/A	1	1	Institutional	Attendance registers and/or minutes	Municipal Manager
B2B_2	Adoption and Implementation of the Integrated Development Plan (IDP) focusing on delivery of 10 critical municipal services	Date of adoption of the 2023/2024 IDP	IPD Process Plan	31 March 2023 (Draft adoption)	30 June 2023 (Final adoption)	31 March 2023 (Draft adoption)	31 March 2023 (Draft adoption)	31 March 2023 (Draft adoption)	31 MAY 2023 (Final adoption)	31 MAY 2023 (Final adoption)	Institutional	Council Resolution, Q2 Attendance Registers, Q3 Draft IDP Council Resolution, Q4 Final IDP	Municipal Manager

KEY PERFORMANCE AREA : CROSS CURRING ISSUES

OUTPUT 7: SINGLE WINDOW OF COORDINATION  
LE, EFFECTIVE AND EFFICIENT LOCAL GOVERNMENT SYSTEM

SM B  
N.W. TM M.E.

FINANCIAL DISCLOSURE FORM

I, the undersigned (surname and initials) MNCWENKWE S.  
 (Postal address) 16 Dickenson Avenue, Unit 81 Summerfield  
LINCOLN MEADE, PMB 3201  
 (Residential address) Same as Postal  
 (Position held) Municipal Manager  
 (Name of Department) OFFICE OF THE MUNICIPAL MANAGER  
 Tel 031 785 9307 Fax 031 785 2121

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

1. Shares and other financial interests  
 See information sheet: note ①

Number of shares/Extent of financial interests	Nature	Nominal Value	Name of Company/Entity
N/A			

2. Directorships and partnerships  
 See information sheet: note ②

Name of corporate entity or partnership	Type of business	Amount of Remuneration
GELEJE FAMILY TRUST	TRUST	R0-00
MSNM SPORTS Management	Company	R0-00

CONFIDENTIAL

3. **Remunerated work outside the public service**  
 Must be sanctioned by your Executing Authority. See information sheet: note ③

Name of Employer	Type of Work	Amount of remuneration
IEC	MEO	R 740-00 pm

Name of Executing Authority \_\_\_\_\_ Portfolio \_\_\_\_\_

Signature of Executing Authority \_\_\_\_\_ Date \_\_\_\_\_

4. **Consultancies and retainerships**  
 See information sheet: note ④

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

5. **Sponsorships**  
 See information sheet: note ⑤

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

CONFIDENTIAL

6. Gifts and hospitality from a source other than a family member  
See information sheet: note ③

Description	Value	Source
<del>N/A</del>		

7. Land and property  
See information sheet: note ①

Description	Extent	Area	Value
House	1045	Hillcrest	R 5.1M
House	2040	SEA VIEW	R 990 K.

\_\_\_\_\_  
SIGNATURE OF DESIGNATED EMPLOYEE

DATE: \_\_\_\_\_

PLACE: \_\_\_\_\_

## CONFIDENTIAL

## 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 ~~Yes~~ No
  - (ii) 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.



110882  
[Signature]  
Commissioner of Oath /Justice of the Peace

Full first names and surname: Maria MANSAME MLOM  
\_\_\_\_\_  
(Block letters)

Designation (rank) ATUPISI Ex Officio Republic of South Africa

Street address of institution 19 SHEPSTONE STREET  
CAMPERDOWN

Date 2022-07-21 Place CAMPERDOWN

\_\_\_\_\_  
CONTENTS NOTED: EXECUTING AUTHORITY

DATE: \_\_\_\_\_

SOUTH AFRICAN POLICE SERVICE
CSC
2022 -07- 21
CAMPERDOWN SAPS
KWAZULU NATAL