

Appendix A



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**THE MKHAMBATHINI MUNICIPALITY
AS REPRESENTED BY
MUNICIPAL MANAGER
(Duly authorised by Council)**

**MR S MNGWENGWE
850303 6087 083**

And

**NONHLANHLA S'THABILE MKHIZE
810429 0299 082**

**COMMUNITY SERVICES DIRECTOR
OF THE MUNICIPALITY**

1 July 2022– 30 June 2023

B
1
TM
Z.M
SM.
Nsm

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Mkhambathini Municipality herein represented by **Mr S Mngwengwe** in his capacity as Municipal Manager (Hereinafter referred to as the **Mkhambathini Municipality** or **Supervisor**)

and

Community Services Director Nonhlanhla S'thabile Mkhize, Identity Number, 8104290299082 of the Municipality (Hereinafter referred to as the **Community Services Manager**).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Mkhambathini Municipality has entered into a contract of employment with the **Community Services Director** in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The **Mkhambathini Municipality** and the **Community Services Director** 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 **Community Services Director** to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 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 defined and agreed with the **Community Services Director** and to communicate to the **Community Services Director** Mkhambathini Municipality's expectations of the **Community Services Director** 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 a performance plan, which forms an annexure to the performance agreement;
- 2.4 monitor and measure performance against set targeted outputs;

6. SM
TM
Z.M NSM

- 2.5 use the performance agreement as the basis for assessing whether the **Community Services Director** has met the performance expectations applicable to his or her job;
- 2.6 in the event of outstanding performance, to appropriately reward the **Community Services Director**; and
- 2.7 give effect to the Mkhambathini Municipality's commitment to a performance-orientated relationship with its **Community Services Director** 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.
- 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 **Community Services Director** 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 B) sets out-
 - 4.1.1 the performance objectives and targets that must be met by the **Community Services Director** ; 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 Annexure C are set by the **Mkhambathini Municipality** in consultation with the **Community Services Director** and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of **Mkhambathini Municipality**, and shall include key objectives; key performance indicators; target dates and weightings.
 - 4.2.1 The key objectives describe the main tasks that need to be done.
 - 4.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
 - 4.2.3 The target dates describe the timeframe in which the work must be achieved.

- 4.2.4 The weightings show the relative importance of the key objectives to each other.
- 4.3 The **Community Services Director** performance will, in addition, be measured in terms of contributions to the goals and strategies set out in **Mkhambathini Municipality's Integrated Development Plan**.

5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The **Community Services Director** agrees to participate in the performance management system that the **Mkhambathini Municipality** adopts or introduces for the **Mkhambathini Municipality**, management and municipal staff of the **Mkhambathini Municipality**.
- 5.2 The **Community Services Director** accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the **Mkhambathini Municipality**, management and municipal staff to perform to the standards required.
- 5.3 The **Mkhambathini Municipality** will consult the **Community Services Director** about the specific performance standards that will be included in the performance management system as applicable to the **Community Services Director**
- 5.4 The **Community Services Director** agrees to participate in the performance management and development system that the Employer adopts
- 5.5 The **Community Services Director** undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the **Community Services Director** responsibilities) within the local government framework.
- 5.6 The criteria upon which the performance of the **Community Services Director** shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 5.6.1 The **Community Services Director** 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.
- 5.6.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.6.3 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 5.7 The **Community Services Director** assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (**Annexure B**), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the **Mkhambathini Municipality** and **Community Services Director**

B. N5M TM
SM.

Key Performance Areas (KPA's)	Weighting
Basic Service Delivery	20 %
Municipal Institutional Development and Transformation	10 %
Local Economic Development (LED)	40 %
Municipal Financial Viability and Management	5 %
Good Governance and Public Participation	5 %
Cross Cutting	20 %
Total	100%

5.8 The CMC's will make up the other 20% of the **Community Services Director** Assessment score. CMC's that are deemed to be most critical for **Community Services Director** specific job should be selected (✓) from the list below as agreed to between **Mkhambathini Municipality** and **Community Services Director**.

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	5 %
2. People Management	Human Capital Planning and Development Diversity Management Employee 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	10 %
4. Financial Management	Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring	5 %
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.	10 %
8. Planning and Organising	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 %

SM.
B
> 105M
TM

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.	10 %
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.	10 %
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 objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further to actively monitor and measure results and quality against identified objectives.	10 %
TOTAL		100%

B. SM.
 TM
 USM

6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (Annexure B) to this Agreement sets out -
- 6.1.1 the standards and procedures for evaluating the **Community Services Director** performance; and
 - 6.1.2 the intervals for the evaluation of the **Community Services Director** performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the **Mkhambathini Municipality** may in addition review the **Community Services Director** 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 **Community Services Director** performance will be measured in terms of contributions to the goals and strategies set out in the **Community Municipality'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 (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.
 - 6.5.2 **Assessment of the CCRs**
 - (a) Each CCR 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 CCR.
 - (c) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.
 - (d) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final CCR score.
 - 6.5.3 **Overall rating**

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

6.6 The assessment of the performance of the **Community Services Director** will be based on the following rating scale for KPA's and CCRs:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of the Chief Financial Officer at this level. The appraisal indicates that the Community Services Director 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 Community Services Director 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 Community Services Director 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 Community Services Director 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 Community Services Director has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The Community Services Director 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.					

B.S. SM.
Tm
NSM

- 6.7 For purposes of evaluating the annual performance of the Municipal Manager, an evaluation panel constituted of the following persons must be established -
- 6.7.1 Executive Mayor or Mayor;
 - 6.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
 - 6.7.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council;
 - 6.7.4 Mayor and/or Mayor from another municipality; and
 - 6.7.5 Member of a ward committee as nominated by the Executive Mayor or Mayor.
- 6.8 For purposes of evaluating the annual performance of managers directly accountable to the Municipal Manager, an evaluation panel constituted of the following persons must be established -
- 6.8.1 Municipal Manager;
 - 6.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
 - 6.8.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
 - 6.8.4 Municipal Manager from another municipality.
- 6.9 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

7. SCHEDULE FOR PERFORMANCE REVIEWS

- 7.1 The performance of **Community Services Director** 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

- 7.2 The **Mkhambathini Municipality** shall keep a record of the mid-year review and annual assessment meetings.
- 7.3 Performance feedback shall be based on the **Mkhambathini Municipality's** assessment of **Community Services Director** performance.
- 7.4 The **Mkhambathini Municipality** will be entitled to review and make reasonable changes to the provisions of Annexure "B" from time to time for operational reasons. The **Community Services Director** will be fully consulted before any such change is made.
- 7.5 The **Mkhambathini Municipality** may amend the provisions of Annexure B whenever the performance management system is adopted, implemented and / or amended as the case

may be. In that case the **Community Services Director** will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

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

9. OBLIGATIONS OF THE MKHAMBATHINI MUNICIPALITY

9.1 The Mkhambathini Municipality shall –

- 9.1.1 create an enabling environment to facilitate effective performance by the **Community Services Director**
- 9.1.2 provide access to skills development and capacity building opportunities;
- 9.1.3 work collaboratively with the **Community Services Director** to solve problems and generate solutions to common problems that may impact on the performance of the **Community Services Director**;
- 9.1.4 on the request of the **Community Services Director** delegate such powers reasonably required the **Community Services Director** to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and
- 9.1.5 make available to the **Community Services Director** such resources as the **Community Services Director** may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

10.1 The **Mkhambathini Municipality** agrees to consult the **Community Services Director** timorously where the exercising of the powers will have amongst others –

- 10.1.1 a direct effect on the performance of any of the **Community Services Director** functions;
- 10.1.2 Commit the **Community Services Director** to implement or to give effect to a decision made by the **Mkhambathini Municipality**; and
- 10.1.3 a substantial financial effect on the **Mkhambathini Municipality**.

10.2 The **Mkhambathini Municipality** agrees to inform the **Community Services Director** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the **Community Services Director** to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

11.1 The evaluation of the **Community Services Director** Performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

11.1.1 A performance bonus of between 5% to 14% of all-inclusive annual remuneration package may be paid to the **Community Services Director** in recognition of outstanding performance to be constituted as follows:

11.1.2 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and

11.1.3 a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

11.3 In the case of unacceptable performance, the **Mkhambathini Municipality** shall –

11.3.1 provide systematic remedial or developmental support to assist the **Community Services Director** to improve his or her performance; and

11.3.2 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 **Community Services Director** 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 employees 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 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 Mayor; or any other person designated by the MEC; and
- (b) in the case of managers directly accountable to the municipal manager, the executive mayor or mayor within thirty (30) days of receipt of a formal dispute from the employee;

Whose decision shall be final and binding on both parties.

12.1.2 any disputes about the outcome of the employee performance evaluation must be mediated by:-

- (a) In 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 Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the **Director: Community Services**;



13. GENERAL

- 13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the **Mkhambathini Municipality**.
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Community Services Director** in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 13.3 The performance assessment results of the **Community Services Director** 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.

BS SM.
Tm
→ NSM

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



AS WITNESSES:

1.  _____
2.  _____



MS NS MKHIZE
COMMUNITY SERVICES DIRECTOR

AS WITNESSES:

1.  _____
2.  _____



MR S MNGWENGWE
MUNICIPAL MANAGER



Appendix B

Entered into by and between

**THE MKHAMBATHINI MUNICIPALITY
AS REPRESENTED BY THE
MUNICIPAL MANAGER**

(Duly authorised by Council)

**MR S MNGWENGWE
MUNICIPAL MANAGER**

AND

**NONHLANHLA S'THABILE MKHIZE
DIRECTOR: COMMUNITY SERVICES
["the Employee"]**

01 July 2022 – 30 June 2023

b.s
Z.M SM.
TM NSM

Period Under Review	
Surname	Mkhize
Name	Nonhlanhla S.
Municipality	Mkhambathini
Department	Community Services
Race	Black
Gender	
Employee Number	434
Date of Appointment	01 November 2017
Salary Package	

Performance Plan

Attached as Annexure C

Calculation on the Core Management Criteria (CMC)

CMC's are based on the eleven core competencies – every 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		5 %	
2. People Management		10 %	
3. Programme and Project Management		10 %	
4. Financial Management		5 %	
5. Change Management		5 %	
6. Governance Leadership		5 %	
7. Moral Competencies		10 %	
8. Planning and Organizing		10 %	
9. Analysis and Innovation		10 %	
10. Knowledge and Information Management		10 %	
11. Communication		10 %	
12. Results and Quality Focus		10 %	

Z.M B.S
Wsm SM.
Tm

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 OCCUPATIONAL COMPETENCIES (CMC)	√ (Indicate Choice)	WEIGHT %	MILESTONES/COMMENTS
1. Competence In Self-Management		10 %	
2. Interpretation of and Implementation within the legislative and national policy framework		15 %	
3. Knowledge of Performance Management and Reporting		10 %	
4. Knowledge of global of South African specific political, social and economic contexts		10 %	
5. Competence in policy conceptualization, analysis and implementation		5 %	
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		15 %	
10. Exceptional and dynamic creativity to improve the functioning of the municipality		15 %	
Total percentage	-	100%	

NSM
 N.M.
 BS
 SM.
 TAM

PERSONAL DEVELOPMENT PLAN

AREA TO BE DEVELOPED	TYPE OF INTERVENTION	TARGET DATE
Human Resources	Training	June 2023

B.S
 TM ZM SM.
 aism

NSM

PERFORMANCE ASSESSMENT RATING

The Assessment Rating will be used to add the score and calculate a final KPA 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	20 %	
2. Municipal Institutional Development and Transformation	10 %	
3. Local Economic Development	40 %	
4. Municipal Financial Viability and Management	5 %	
5. Good Governance and Public Participation	5 %	
6. Community and Social Development	20 %	
Total		
x 80%		

BS
TM 2M SM
25M

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

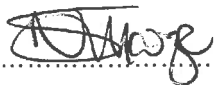
Core Occupational Competencies	Weight %	Rating
1. Moral Competence	10 %	
2. Planning and Organizing	10 %	
3. Analysis and Innovation	10 %	
4. Knowledge and Innovation	10 %	
5. Communication	10 %	
6. Result and Quality Focus	10 %	
Total		
X 20%		

Key Results

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

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: 

Name of Director Community Services: Ms NS Mkhize

Date: 13/07/2022

I undertake to support **Ms NS Mkhize** .(Name of Director) with the achievement of the above Performance and Development Plan .

SIGNATURE: 

Municipal Manager : Mr S Mngwengwe

Date: 13/07/2022



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

ALIGNMENT WITH NATIONAL POLICY FRAMEWORK	IDP BUDGET AND B2B REF NUMBERS (ALIGNMENT)	STRATEGIC OBJECTIVE	KEY PERFORMANCE INDICATORS	KEY PERFORMANCE INDICATORS WITH DETAILED PERFORMANCE MEASURE	COMMUNITY SERVICES DEPARTMENT								RESPONSIBLE DEPARTMENT		
					DEMAND	BASELINE	ANNUAL TARGET	QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4	BUDGET		WARD INFORMATION	Means of Verification (POE)
						2020/2021	2021/2022	TARGET	TARGET	TARGET	TARGET				

NKPA: BASIC SERVICE DELIVERY															
KEY PERFORMANCE AREA: BASIC SERVICE DELIVERY															
OUTPUT 2: IMPROVING ACCESS TO BASIC SERVICES															
OUTCOME 6: AN EFFICIENT, COMPETITIVE AND RESPONSIVE ECONOMIC INFRASTRUCTURE NETWORK															
BSDZ	B2B_2	To Ensure a Safe & Healthy Environment	Weekly waste collection from tariff paying communities	Tons of Waste collected Weekly from Wards 3, 4 & 6	572 Tons	572 Tons	143Tons	143Tons	143Tons	143Tons	143Tons	143Tons	Institutional	Weekly collection schedule, Mautuzi Landfill site slips or invoices	Community Services
		Ensure increased recycling levels through cooperatives and EPWP and CMP Programmes (in ward 5) to reduce the level of waste sent to the landfill site	Number of new ward-based central waste sorting and transfer stations established	4	4	2	N/A	N/A	N/A	N/A	2	2	Institutional	WMO Report and pictures	Community Services
			Tons of Waste recycled quarterly from active recyclers	New	New	40Tons	10Tons	10Tons	10Tons	10Tons	10Tons	10Tons	Institutional	Recycling slips or invoices	Community Services
			Number of workshops for Informal Waste Pickers/ recyclers	2	1	2	N/A	1	1	1	2	1	Institutional	Reports, photos and attendance register	Community Services
			Quarterly reports on Community Clean up Campaigns conducted to reduce illegal dumps as per the Municipality's Integrated Waste Management Plan	4	4	4	1	1	1	1	4	1	Institutional for all wards	WMO clean-up campaign reports and pictures	Community Services
			Number of Waste Management Campaigns conducted in schools	7	12	7	1	2	2	2	7	2	Ward 3 and 4	Waste report on awareness campaigns and pictures	Community Services
			Date of the establishments of garden waste transfer station by the end of 30 June 2023	New	New	30-Jun-23	N/A	N/A	N/A	N/A	30-Jun-23	30-Jun-23	Institutional (W3)	WMO Report and pictures	Community Services
			Number greening project (trees/ gardens) in all wards through the municipal greening project	New	New	8	2	2	2	2	8	2	Ward 1,2,5,7	Pictures and report by WMO	Community Services
			Number of quarterly reports social relief packs issued to indigent households	New	New	4	1	1	1	1	4	1	Ward 1,2,3,4,5,6,7	Monthly Report on social relief support	Community services
			Report on the number and percentage of households earning less than R1100 a month with access to free basic services	New	New	4	1	1	1	1	4	1	Ward 1,2,3,4,5,6,7	Report on percentage of households earning less than R1100 a month with access	Community services

Z.M T.M N.S.M
59
J.M.

KEY PERFORMANCE AREA: LOCAL ECONOMIC DEVELOPMENT		OUTPUT 3: IMPLEMENTATION OF THE COMMUNITY WORKS PROGRAMME		OUTCOME 4: DECENT EMPLOYMENT THROUGH INCLUSIVE GROWTH													
LED7	To promote Arts and Culture Activities	Coordinate Arts and Culture Activities	Date of "Azbuye Emaasweni" Cultural Knowledge workshops for young girls	31-Aug-21	26-Sep-21	31-Jul-22	31-Aug-22	31-Aug-22	N/A	N/A	N/A	N/A	Institutional (open to all wards)	Registers, photos, reports	Community Services		
			Date of "Azbuye Emaasweni" Cultural Knowledge workshops for young boys	31-Jul-21	31-Jul-21	31-Jul-22	31-Jul-22	31-Jul-22	31-Jul-22	N/A	N/A	N/A	N/A	Institutional (open to all wards)	Registers, photos, reports	Community Services	
			Dates of "Umkhangiso wamaacko Omkhambathi" Competition	18 & 19 September 2021	November & December 2020	19 & 19 September 2022	18 & 19 - Sept-22	18 & 19 - Sept-22	18 & 19 - Sept-22	N/A	N/A	N/A	N/A	N/A	Institutional (open to all wards)	Registers, photos, reports	Community Services
			Date of "Umhlangano wamaabutho nezintombi"	01-Sep-21	01-Sep-21	01-Sep-22	01-Sep-22	01-Sep-22	01-Sep-22	N/A	N/A	N/A	N/A	N/A	Ward 2	Registers, photos, reports	Community Services
			Number of artist and crafters development workshops	5	4	5	2	2	2	N/A	N/A	N/A	N/A	N/A	Institutional (open to all wards)	Registers, photos, reports	Community Services
			Date of Annual Career Exhibition for youth in and out of school	Quarter 1 - 31 August 2021 (Out) Q4 - 31 May 2022 (In)	August 2021 & May 2022	Quarter 1 - 31 August 2022 (Out) Q4 - 31 May 2023 (In)	31-Aug-22 (Out)	31-Aug-22 (Out)	31-Aug-22 (Out)	N/A	N/A	N/A	N/A	31-May-23 (In)	Institutional (open to all wards)	Registers, photos, reports	Community Services
			Dates of Annual Merit Exam Prayers for Mkhambathi and Mh-Ilwovo Circuits	01 & 08 September 2021 Bi - Annual	Oct-20	01 & 08 September 2022	01 & 08 Sep-22	01 & 08 Sep-22	01 & 08 Sep-22	N/A	N/A	N/A	N/A	N/A	Institutional (open to all wards)	Registers, photos, reports	Community Services
			Date of Annual Mkhambathi Schools Achievement Awards	31-Jan-22	Mar-21	31-Jan-23	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Institutional (open to all wards)	Registers, photos, reports	Community Services
			Date of Annual Mkhambathi Community Youth Achievement Awards	17-Jun-22	17-Jun-22	17-Jun-23	N/A	N/A	N/A	N/A	N/A	N/A	N/A	17-Jun-23	Institutional (open to all wards)	Registers, photos, reports	Community Services
			Date of Youth Indaba	30-Apr-21	Nov-19	30-Apr-22	N/A	N/A	N/A	N/A	N/A	N/A	N/A	30-Apr-23	Institutional (open to all wards)	Registers, photos, reports	Community Services
LED3	To promote the rights of vulnerable groups through various socio-economic development programmes	Coordinate Youth Council Activities	Date of Induction workshop for the Youth Council	31-May-21	Nov-19	31-May-23	31-May-23	31-May-23	N/A	N/A	N/A	N/A	Institutional (open to all wards)	Registers, photos, reports	Community Services		
			Date of Annual Mayoral Games	30-Jun-22	30-Jun-22	2020/20	N/A	N/A	N/A	N/A	N/A	N/A	30-Jun-23	Institutional (open to all wards)	Report and pictures	Community Services	
			Number of Mkhambathi players participating in the annual District or National league Games	3	3	3	N/A	N/A	N/A	N/A	N/A	N/A	3	Institutional (open to all wards)	Attendance Registers and pictures	Community Services	
			Number of Sports Coaching workshops implemented	2	2	2	N/A	N/A	N/A	N/A	N/A	N/A	1	Institutional (open to all wards)	Attendance Registers and pictures	Community Services	
LED4	To promote Sports and Recreation	Sports Coaching workshops	R1 680 000.00														
			R3 870 000.00														

Handwritten notes: B.S, SM, and other illegible scribbles.

		implemented and tournaments held	30-Nov-21	30-Nov-21	30-Nov-21	30-Nov-21	30-Nov-21	30-Nov-21	30-Nov-21	30-Nov-21	30-Nov-22	N/A	N/A	N/A	Institutional (open to all wards)	Report and pictures	Community Services	
LED8	B2B-1	Ensure implementation of Operation Sukuma Sakhe and Special Programmes	Ensure functional OSS Task team (LTT) and Local Aids Council through stakeholder meetings	4	4	4	4	1	1	1	1	1	1	1	Institutional (open to all wards)	Attendance registers and minutes	Community Services	
			Number of Quarterly Operation MEO campaigns	4	2	4	4	1	1	1	1	1	1	1	1	Institutional (open to all wards)	Report and pictures	Community Services
			Number of Active OSS War Rooms	7	7	7	7	7	7	7	7	7	7	7	7	Institutional (open to all wards)	Attendance registers and minutes/ reports	Community Services
			Number of Humanitarian Events in commemoration of Mandela Day	7	2	7	7	7	7	N/A	N/A	N/A	N/A	N/A	N/A	All 7 Wards	Report and pictures	Community Services
LED5	B2B-1	To create awareness and promote healthy lifestyles that combat dreaded diseases such as HIV/AIDS/COVID-19/ Any new pandemics	Date of approval of the implementation plan of the Mkhambathini HIV/AIDS Strategy	New	New	New	New	31-Jul-22	31-Jul-22	N/A	N/A	N/A	N/A	All wards represented	Council resolution and plan	Community Services		
			Date of Ward Aids Council training	New	New	New	New	31-Aug-22	31-Aug-22	N/A	N/A	N/A	N/A	N/A	All 7 Wards	Registers, photos, reports	Community Services	
			Date of approval of the LAC plan in line with the WAC plans	New	New	New	New	30-Sep-22	30-Sep-22	N/A	N/A	N/A	N/A	N/A	All 7 Wards	Implementation plan and LAC/LTT recommendations	Community Services	
			Number of Quarterly Ward Aids Council Meetings	4	4	4	4	4	4	1	1	1	1	1	1	Institutional (open to all wards)	Attendance registers and minutes/ reports	Community Services
LED5	B2B-1	To coordinate health awareness campaigns	Number of Quarterly Health Awareness Campaigns	4	4	4	4	4	4	4	4	4	4	4	Institutional (open to all wards)	Report, registers and pictures	Community Services	
			Number of Quarterly Life skills Workshops for youth in schools (Ikusasa-letloko)	4	4	4	4	4	4	1	1	1	1	1	1	Institutional (open to all wards)	Registers, photos, reports	Community Services
			Number of Parenting Workshops for young mothers	2 (Q2 & Q4)	2 (Q1 & Q3)	2 (Q2 & Q4)	2 (Q1 & Q3)	N/A	N/A	1	1	1	1	1	1	Institutional (open to all wards)	Registers, photos, reports	Community Services
			Date of training for 14 teenage health mentors	30-Aug-22	New	30-Aug-22	30-Aug-22	30-Aug-22	30-Aug-22	N/A	N/A	N/A	N/A	N/A	N/A	Institutional (open to all wards)	Registers, photos, reports	Community Services
LED5	B2B-1	Coordinate and hold a lifeskills, workshops and programmes aimed at reducing teenage pregnancy, substance abuse and HIV/AIDS infections amongst teenagers and youth	Number of Families Matter Workshops	2 (Q1 & Q3)	2 (Q1 & Q2)	2 (Q1 & Q2)	2 (Q1 & Q2)	1	1	1	1	1	1	Institutional (open to all wards)	Registers, photos, reports	Community Services		

Handwritten notes and signatures at the bottom right of the page, including "AM B" and "AM".

Strategic Area	Output	Implementations	Number of Life skills Workshops for Maidons (Kusasa-likho) for wards 1, 2 and 7	2 (Q1 & Q2)	2 (Q1 & 2)	1	1	1	N/A	N/A	N/A	Institutional (open to all wards)	Registers, photos, reports	Community Services	
KEY PERFORMANCE AREA: GOOD GOVERNANCE AND DEMOCRACY	OUTPUT 1: IMPLEMENT A DIFFERENTIATED APPROACH TO MUNICIPAL FINANCING, PLANNING AND ACCOUNTABLE, EFFECTIVE AND EFFICIENT LOCAL GOVERNMENT	FIN7	To ensure effective and efficient grants management	Spend 100% of the EPWP allocation	Quarterly Percentage reports on the allocation spent on EPWP (accumulative)	100%	100%	100%	20%	50%	75%	100%	1 329 000.00	EPWP grant expenditure report	Community Services
		B2B_4													
KEY PERFORMANCE AREA: GOOD GOVERNANCE AND DEMOCRACY	OUTPUT 1: IMPLEMENT A DIFFERENTIATED APPROACH TO MUNICIPAL FINANCING, PLANNING AND ACCOUNTABLE, EFFECTIVE AND EFFICIENT LOCAL GOVERNMENT	GG1	To implement and maintain effective enterprise risk management system	Update and Report on the Risk Management Register /Action Plan	Number of risk management Registers Submitted to MANCO	4	4	4	1	1	1	1	N/A	Updated risk register and attendance register	Community Services
		GG4	To transform the municipality into a performance driven institution	Quarterly Performance Reports on achieved and not achieved targets submitted to PMS Unit	Number of quarterly Performance Reports Submitted to PMS Unit	4	4	4	1	1	1	1	N/A	Quarterly PMS Report and Submission register	Community Services
		GG9	To ensure that services provided to the municipality by the service providers is of high quality	Assess and Report on Service Providers Performance	Number of Bi-annual Reports Presented to Municipal Manager on the assessment of service providers	2	2	2	N/A	1	N/A	1	N/A	Reports on Service provider performance, acknowledged by MM	Community Services

Strategic Area	Output	Implementations	Date of approval of the Disaster Management Plan review	30-Jun-22	30-Jun-22	30-Jun-22	30-Jun-22	30-Jun-22	N/A	N/A	N/A	30-Jun-23	Council resolution and Disaster Management plan	Community Services
KEY PERFORMANCE AREA : CROSS CURRING ISSUES	OUTPUT 7: SINGLE WINDOW OF COORDINATION	B2B_2	Disaster Management Plans Developed and approved	Date of approval of the Disaster Management Seasonal Sector Plans review	30-Jun-22	30-Sep-2021	30-Sep-2021	30-Sep-2021	30-Sep-22	N/A	31-Mar-23	N/A	Council resolution and seasonal plans	Community Services
		B2B_2	Ensure a functional Disaster Management Advisory Forum	Number of Quarterly Disaster Management Forum Meetings	4	4	4	4	1	1	1	1	Registers, Minutes	Community Services
		B2B_2	Provide Disaster Relief Support to families that have reported disaster incidents	Dates of Annual Training and workshops for Disaster Volunteers	30-Sep-21	30-Sep-21	30-Sep-21	30-Sep-21	30-Sep-22	N/A	N/A	N/A	Training schedule, registers and report	Community Services
KEY PERFORMANCE AREA : CROSS CURRING ISSUES	OUTPUT 7: SINGLE WINDOW OF COORDINATION	B2B_2	To ensure a functional Disaster Management Unit	Number of Monthly Reports on Disaster Relief Support to vulnerable community members affected by disaster incidents	12	12	12	12	3	3	3	3	Reports and list of beneficiaries	Community Services
		B2B_2	Disaster Management Awareness Campaigns	Number of Disaster awareness campaigns in all wards	7	6	7	7	2	2	2	1	Pictures and report (M1-7)	Community Services
KEY PERFORMANCE AREA : CROSS CURRING ISSUES	OUTPUT 7: SINGLE WINDOW OF COORDINATION	B2B_3	Disaster Management Awareness Campaigns	Number of Disaster awareness campaigns in schools	2	1	2	2	N/A	1	N/A	1	Pictures and report	Community Services

Handwritten notes and signatures at the bottom right of the page.

FINANCIAL DISCLOSURE FORM

I, the undersigned (surname and initials) MICHAEL NS

(Postal address) 21 DISTRICT DRIVE, MERRIVALE HEIGHTS,
HOWICK

(Residential address) SAME AS ABOVE

(Position held) Director : Community Services

(Name of Department) Community Services

Tel 031 785 9309 Fax _____

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
N/A		

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
Durban University of Technology	Lecturing (part time)	R5000pm

Name of Executing Authority _____ Portfolio _____

Signature of Executing Authority _____ Date _____

4. Consultancies and retainerships
See information sheet: note ③

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

5. Sponsorships
See information sheet: note ③

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

CONFIDENTIAL

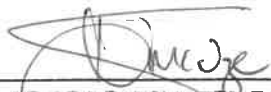
CONFIDENTIAL

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

Description	Value	Source
NA		

7. Land and property
See information sheet: note ⑦

Description	Extent	Area	Value
Residential		Merrivale	R1270 000



SIGNATURE OF DESIGNATED EMPLOYEE

DATE: 13/07/22

PLACE: Camperdown

CONFIDENTIAL

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 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.

115882
[Signature]

Commissioner of Oath /Justice of the Peace

Full first names and surname: Maria Mankase Ndlovu

(Block letters)

Designation (rank) BTUPISI Ex Officio Republic of South Africa

Street address of institution 19 SHESIONE SILESI
CAMPERDOWN

Date 2022-07-21 Place CAMPERDOWN

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

CONTENTS NOTED: EXECUTING AUTHORITY

DATE: _____