

## PERFORMANCE AGREEMENT

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MADE AND ENTERED INTO BY AND BETWEEN:



**THE SARAH BAARTMAN DISTRICT MUNICIPALITY**  
**AS REPRESENTED BY THE MUNICIPAL MANAGER**

**DAYALAN MURUVEN PILLAY**  
(HEREIN REFERED TO AS THE 'EMPLOYER')

**AND**

**RIAAZ LORGAT**  
**DIRECTOR: FINANCE AND CORPORATE SERVICES**  
(HEREIN REFERED TO AS THE 'EMPLOYEE')

FOR THE FINANCIAL YEAR:  
1 JULY 2019 - 30 JUNE 2020

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**WHEREBY IT IS AGREED AS FOLLOWS:**

**1. INTRODUCTION**

- 1.1 The **Employer** has entered into a contract of employment with the **Employee** in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The **Employer** and the **Employee** are hereinafter referred to as "the Parties".
- 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 **Employee** to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.
- 1.2 That in terms of the MFMA Regulations and Government Gazette Vol. 620, No. 40593 dated 03 February 2017, as amended, the **Employee** will obtain the minimum competency requirements by **(Not Applicable)**.

**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 employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; and
- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

**3 COMMENCEMENT AND DURATION**

- 3.1 This Agreement will commence on the **1<sup>st</sup> July 2019** and will remain in force until **30<sup>th</sup> June 2020** 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 **Employee's** 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-
- 4.1.1 the performance objectives and targets that must be met by the **Employee**; and
- 4.1.2 the time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the **Employer** in consultation with the **Employee** 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.
- 4.2.1 The key objectives describe the main tasks that need to be done.
- 4.2.2 The key performance indicators and means of verification 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 **Employee's** performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the **Employer's** Integrated Development Plan.

#### 5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The **Employee** agrees to participate in the performance management system that the **Employer** adopts or introduces for the **Employer**, management and municipal staff of the **Employer**.
- 5.2 The **Employee** accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the **Employer**, management and municipal staff to perform to the standards required.



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- 5.3 The **Employer** will consult the **Employee** about the specific performance standards that will be included in the performance management system as applicable to the **Employee**.
- 5.4 The **Employee** undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5.5 The criteria upon which the performance of the **Employee** shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 5.5.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs) respectively.
- 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.5.3 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 5.6 The **Employee's** assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (**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 **Employee**:

| Key Performance Areas (KPA's)                          | Weighting   |
|--|-------------|
| Municipal Institutional Development and Transformation | 35.10%      |
| Basic Service Delivery                                 | 0%          |
| Local Economic Development (LED)                       | 0%          |
| Municipal Financial Viability and Management           | 37.30%      |
| Good Governance and Public Participation               | 27.80%      |
| <b>Total</b>   | <b>100%</b> |

- 5.7 In the case of managers directly accountable to the municipal manager, key performance areas related to the functional area of the relevant manager, must be subject to negotiation between the municipal manager and the relevant manager.
- 5.8 The CCRs will make up the other 20% of the **Employee's** assessment score. CCRs that are deemed to be most critical for the **Employee's** specific job should be selected (✓) from the list below as agreed to between the **Employer** and **Employee**. Three of the CCRs are compulsory for Municipal Managers:

| CORE COMPETENCY REQUIREMENTS (CCR) FOR EMPLOYEES |   |        |
|--|---|--------|
| CORE MANAGERIAL COMPETENCIES (CMC)               | ✓ | WEIGHT |
| Strategic Capability and Leadership              | ✓ | 20%    |
| Programme and Project Management                 |   |        |
| Financial Management                             | ✓ | 20%    |
| Change Management                                |   |        |
| Knowledge Management                             |   |        |

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| CORE COMPETENCY REQUIREMENTS (CCR) FOR EMPLOYEES  |   |        |
|---|---|--------|
| CORE MANAGERIAL COMPETENCIES (CMC)  | ✓ | WEIGHT |
| Service Delivery Innovation   |   |        |
| Problem Solving and Analysis  |   |        |
| People Management and Empowerment   | ✓ | 20%    |
| Client Orientation and Customer Focus   | ✓ | 20%    |
| Communication   |   |        |
| Honesty and Integrity   |   |        |
| CORE OCCUPATIONAL COMPETENCIES (COC)  |   |        |
| Competence in Self Management   |   |        |
| Interpretation of and implementation within the legislative an national policy frameworks | ✓ | 20%    |
| Knowledge of Performance Management and Reporting   |   |        |
| Knowledge of global and South African specific political, social and economic contexts    |   |        |
| Competence in policy conceptualisation, analysis and implementation                       |   |        |
| Knowledge of more than one functional municipal field / discipline                        |   |        |
| Skills in Mediation   |   |        |
| Skills in Governance  |   |        |
| Skills in Mentorship  |   |        |
| Competence as required by other national line sector departments                          |   |        |
| Exceptional and dynamic creativity to improve the functioning of the municipality         |   |        |
| Total percentage  | - | 100%   |

## 6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (Annexure A) to this Agreement sets out -
- 6.1.1 the standards and procedures for evaluating the **Employee's** performance; and
- 6.1.2 the intervals for the evaluation of the **Employee's** performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the **Employer** may in addition review the **Employee's** performance at any stage while the contract of employment remains in force.
- 6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.
- 6.4 The **Employee's** performance will be measured in terms of contributions to the goals and strategies set out in the **Employer's** IDP.
- 6.5 The annual performance appraisal will involve:
- 6.5.1 **Assessment of the achievement of results as outlined in the performance plan:**

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- (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 **Employee** 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 an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year. |        |   |   |   |   |
| 4     | Performance significantly above expectations | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.   |        |   |   |   |   |

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| Level | Terminology              | Description   | Rating |   |   |   |   |
|-------|--------------------------|---|--------|---|---|---|---|
|       |                          |   | 1      | 2 | 3 | 4 | 5 |
| 3     | Fully effective          | Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.   |        |   |   |   |   |
| 2     | Not fully effective      | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.   |        |   |   |   |   |
| 1     | Unacceptable performance | Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. |        |   |   |   |   |

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

- 6.7.1 Executive Mayor;
- 6.7.2 Chairperson of the performance audit committee or the Chairperson or designated performance management specialist of 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 municipal manager from another municipality; and
- 6.7.5 Member of a ward committee as nominated by the Executive Mayor.

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

- 6.8.1 Municipal Manager;
- 6.8.2 Chairperson of the performance audit committee or the Chairperson or designated performance management specialist of 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 (6.7) and (6.8).

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## 7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each **Employee** 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:

|                       |   |                    |                                |
|-----------------------|---|--------------------|--------------------------------|
| <b>First quarter</b>  | : | July – September   | <b>Before end October 2019</b> |
| <b>Second quarter</b> | : | October – December | <b>Before end January 2020</b> |
| <b>Third quarter</b>  | : | January – March    | <b>Before end April 2020</b>   |
| <b>Fourth quarter</b> | : | April – June       | <b>Before end January 2021</b> |

7.2 The **Employer** shall keep a record of the mid-year review and annual assessment meetings.

7.3 Performance feedback shall be based on the **Employer's** assessment of the **Employee's** performance.

7.4 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 **Employee** will be fully consulted before any such change is made.

7.5 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 **Employee** 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 EMPLOYER

9.1 The Employer shall –

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

## 10. CONSULTATION

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

- 10.1.1 a direct effect on the performance of any of the **Employee's** functions;





10.1.2 commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and

10.1.3 a substantial financial effect on the **Employer**.

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

## 11. MANAGEMENT OF EVALUATION OUTCOMES

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

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

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

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

| SCORE     | BONUS % |
|-----------|---------|
| 130 - 133 | 5       |
| 134 - 137 | 6       |
| 138 - 141 | 7       |
| 142 - 145 | 8       |
| 146 - 149 | 9       |
| 150 - 153 | 10      |
| 154 - 157 | 11      |
| 158 - 161 | 12      |
| 162 - 165 | 13      |
| 166 - 167 | 14      |

11.2.3 A pro rata bonus will be payable to the **Employee** based on the amount of full months employed, in the event that the evaluation period is not for a full financial year subject to the following: -.

That the evaluation period be no less than 6 months

That the employee be employed on the last day of the financial year and undergo a review during the agreed review period.

11.3 In the case of unacceptable performance, the **Employer** shall –

11.3.1 provide systematic remedial or developmental support to assist the **Employee** 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 **Employer** may consider steps to terminate the contract of employment of the **Employee** on grounds of unfitness or incapacity to carry out his or her duties.

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A signature "K. F." to the right.  
The initials "KA" at the bottom right.

**12. DISPUTE RESOLUTION**

12.1 Any disputes about the nature of the **Employee's** performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –

12.1.1 the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the **Employee**; or

12.1.2 any other person appointed by the MEC.

12.1.3 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 employee;

whose decision shall be final and binding on both parties.

12.2 In the event that the mediation process contemplated above fails, clause 20 of the Contract of Employment shall apply.

**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 **Employer**.

13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

13.3 The performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

Thus done and signed at PORT ELIZABETH on this the 30<sup>TH</sup> day of JULY 2019

**AS WITNESSES:**

1. [Signature]

2. [Signature]

[Signature]  
EMPLOYEE

**AS WITNESSES:**

1. [Signature]

2. [Signature]

[Signature]  
MUNICIPAL MANAGER

**Sarah Baartman**  
DISTRICT MUNICIPALITY  
*Province of the Eastern Cape*  
Previously Cacadu District Municipality

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**PERFORMANCE PLAN : Riaaz R. Lorgat**

**2019/2020**

**Director: Finance and Corporate Services**  
**Finance and Corporate Services**

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PERFORMANCE PLAN : Riaaz R. Lorgat (Director: Finance and Corporate Services)

| Objective  | Strategy   | Key Performance Indicator (Project)   | Annual Target   | Proof   | Weighting 2019/2020 | Targets  |  |  |  |  |
|--|--|---|---|---|---------------------|--|--|--|--|--|
|  |  |   |   |   |                     | September 2019/2020                                    | December 2019/2020                                     | March 2019/2020  | June 2019/2020   |  |
| <b>KPA 2. MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION</b> |  |   |   |   |                     |  |  |  |  |  |
| General  | Co-ordinate recruitment and selection processes  | Recruitment process completed within 12 weeks   | 100% compliance to the 12 week turn-around time by HR | Log   | 2.1%                | 100% completed   | 100% completed   | 100% completed   | 100% completed   |  |
|  | Ensure compliance, implementation and monitoring of the EE Act and SBDM's EE plan annually | 100% implementation and monitoring of SBDM's EE Act as per the targets annually   | 100% done   | SBDM EE Plan  | 2.1%                | Full compliance to EE Plan targets and EE Act annually | Full compliance to EE Plan targets and EE Act annually | Full compliance to EE Plan targets and EE Act annually | Full compliance to EE Plan targets and EE Act annually |  |
|  | A legally compliant municipality   | Ensure 100% disciplinary hearings organised within 2 months after service of notice of misconduct.  | 100% done   | Log   | 2.1%                | 100%   | 100%   | 100%   | 100%   |  |
|  | Training   | 90% Implementation of Skills Development Plan for F&CS  | 100% Approved SDF, Implementation and Expenditure     | Proof of completed courses, budget spent aligned to skills development plan | 1.1%                | 90% Implementation and Expenditure in terms of plan    | 90% Implementation and Expenditure in terms of plan    | 90% Implementation and Expenditure in terms of plan    | 90% Implementation and Expenditure in terms of plan    |  |
|  | Exercise financial control over SBDM   | Preparation of and 90% implementation of the SBDM WSP   | 90% recorded as actual                                | Correspondence (Mayoral, MM, Directors)                                     | 2.1%                | Reports to Mayoral and % recorded as actual            | Reports to Mayoral and % recorded as actual            | Reports to Mayoral and % recorded as actual            | Reports to Mayoral and % recorded as actual            |  |
|  | To ensure that the PMS is implemented and maintained in accordance with Legislation        | Develop and submit budget related policies to the Council in May  | Approved budget related policies                      | Council approved policies   | 2.1%                | n/a  | n/a  | n/a  | Budget related policies submitted to Council in May    |  |
|  |  | Ensure that all F&CS performance reviews are conducted within 10 working days after the quarter ends and that 100% of indicators met by officials reporting directly to Performance Plans | 100%  | Performance review report (all officials) 4th quarter                       | 3.2%                | PMS reports  | PMS reports  | PMS reports  | PMS reports  |  |
|  | To maintain harmonious and content labour relations  | NO labour matter in the agenda unresolved / not dealt within 6 months   | All labour matters resolved within 6 months           | Minutes of meetings   | 2.1%                | All labour matters resolved within 6 months            | All labour matters resolved within 6 months            | All labour matters resolved within 6 months            | All labour matters resolved within 6 months            |  |

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KA 2019/07/26

PERFORMANCE PLAN : Riaaz R. Lorgat (Director: Finance and Corporate Services)  
2019/2020

| Objective  | Strategy  | Key Performance Indicator (Project)  | Annual Target       | Proof   | Weighting<br>2019/2020  | Targets  |   |   |
|--|---|--|---------------------|---|---|--|---|---|
|  |   |  |                     |   |   | September<br>2019/2020   | December<br>2019/2020   | March 2019/2020   |
| Ensure that the Municipality complies with Legislation applicable to it    | Ensure that the OHASA quarterly safety checklist for 2nd and 4th Floors                           | 8 x Checklists for OHASA Compliance for 2nd and 4th Floor  | 4 x checklists      | 1.1% 2 checklists for 2nd and 4th Floors  | 2 checklists for 2nd and 4th Floors   | 2 checklists for 2nd and 4th Floors  | 2 checklists for 2nd and 4th Floors   | 2 checklists for 2nd and 4th Floors   |
| To ensure the SBDM is sustainable  | Completion of a report on the sustainability and viability of the SBDM                            | Report to Council with recommendations on sustainability and viability of the SBDM   | Report to Council   | 3.2% NA   | NA  | Report to Council with recommendations on sustainability and viability of the SBDM                                       | NA  | Report to Council with recommendations on sustainability and viability of the SBDM                |
| To ensure implementation of decisions                                      | Implementation of all decisions for Strategic Planning Sessions                                   | 100% Strategic decisions implemented for the Department  | Report              | 4.3% NA   | NA  | 100% Strategic decisions implemented   | NA  | 100% Strategic decisions implemented  |
| Ensure that Job Evaluation of positions in the SBDM and LM's are completed | Ensure 30% of total job descriptions are designed and 10 % of jobs are evaluated in SBDM and LM's | Ensure 30% of total job descriptions are designed and 10 % of jobs are evaluated in SBDM and LM's  | Report              | 6.4% NA   | NA  | Ensure 15% of total job descriptions are designed and 5% of jobs are evaluated in SBDM and LM's                          | Ensure 30% of total job descriptions are designed and 10 % of jobs are evaluated in SBDM and LM's | Ensure 30% of total job descriptions are designed and 10 % of jobs are evaluated in SBDM and LM's |
| To ensure effective Council Meetings administration                        | Timeously compilation a and finalisation of minutes 5 working days from meeting                   | Compilation of minutes within the prescribed time  | Agendas/Minutes     | 3.2% Completion and Delivery of agendas within the prescribed time  | Completion and Delivery of agendas within the prescribed time   | Compilation and Delivery of agendas within the prescribed time   | Compilation and Delivery of agendas within the prescribed time                                    | Compilation and Delivery of agendas within the prescribed time                                    |
| <b>KPA 4. MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT</b>                 |   |  |                     |   |   |  |   |   |
| To achieve and sustain unqualified audit reports for the district and LM's | Improve corporate governance systems both in the district and LM's.                               | 1. Provision of technical assistance to all LM's to improve audit outcomes 2. Support to LM's to assist in improving the financial sustainability (FIN00255) | Report              | 6.4% 1. Provision of technical assistance in areas of GRAP as requested by the 7 LM's. 2. Information gathering relevant for completion of revenue on Eskom account assessments | 1. Provision of technical assistance on responding to Communication of Audit Findings (COAF's) upon requests by LM's. 2. Revenue Completeness Assessment for 2 LM's completed | "1. Assessing AG reports of LM's and making recommendations. 2. Assessments of the Eskom accounts for the 7LMs completed | "1. Provide assistance through 1 training workshops held in GRAP compliance for 7 LM's            | "1. Provide assistance through 1 training workshops held in GRAP compliance for 7 LM's            |
| General  | Exercise financial control over SBDM  | Delivery of a credible funded budget   | Adoption by Council | 9.6% NA   | Roll-over budgets received  | Draft budget tabled  | Approved budget by 31 May annually  | Approved budget by 31 May annually  |
|  |   | Delivery of reviewed financial statements to OAG on or before 31 August annually prepared in terms of  | Proof of delivery   | 9.6% Statements delivered on or before 31 August  | Response provided to Draft Management letter  | Final letter included in annual report   | NA  | NA  |

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KA 2019/07/26

PERFORMANCE PLAN : Riaaz R. Lorgat (Director: Finance and Corporate Services)  
2019/2020

| Objective  | Strategy  | Key Performance Indicator (Project)   | Annual Target  | Proof  | Weighting<br>2019/2020                                       | Targets  |   |  |  |  |  |  |  |
|--|---|---|--|--|--|--|---|--|--|--|--|--|--|
|  |   |   |  |  |  | September<br>2019/2020                               | December<br>2019/2020   | March 2019/2020                                      | June 2019/2020                                       |  |  |  |  |
|  |   | the prescribed framework  |  |  |  |  |   |  |  |  |  |  |  |
|  |   | At least 90% of project budget implemented  | 90% of project budget implemented  | Annual financial statements                              | 2.1% NA  | Projected expenditure within 10%                     | NA  | NA   | 90% of project budget implemented                    |  |  |  |  |
|  | Adherence to budgetary matters  | Collection of outstanding debt and conditional grants   | 95%  | Financial statements                                     | 1.1% s52 report  | s52 report   | s52 report  | s52 report   | s52 report   |  |  |  |  |
|  | To ensure financial sustainability  | Achieving a balanced cash flow where the municipality is able to meet all its financial commitments in the financial year | Balanced cash flow for year  | Financial statements                                     | 3.2% NA  | NA   | NA  | NA   | Balanced cash flow. Meeting financial commitments    |  |  |  |  |
|  | Lobby for funding   | 4 submissions to sector departments / possible funders for Finance and Corporate Services                                 | Increased funding or investment as result of submissions and presentations | Reports/copies of submissions                            | 5.3% 1 submission to sector departments/funders              | 1 submission to sector departments/funders           | 1 submission to sector departments/funders  | 1 submission to sector departments/funders           | 1 submission to sector departments/funders           |  |  |  |  |
| <b>KPA 5. GOOD GOVERNANCE AND PUBLIC PARTICIPATION</b> |   |   |  |  |  |  |   |  |  |  |  |  |  |
| General  | Ensure that the Municipality complies with Legislation applicable to it   | Delivery of consolidated financial statements to OAG on or before 30 September annually                                   | Delivered on or before 30 September annually                               | Financial Statements and proof of delivery               | 4.3% Statements delivered on or before 30 September annually | Responses provided to Draft Management letter        | NA  | NA   | NA   |  |  |  |  |
|  |   | 100% Legal compliance to all key legislation applicable in MFMA Regulations and Systems Act                               | 100%   | MFMA checklist complete with comments; In-year reporting | 2.1% 100% overall legal compliance to all key legislation    | 100% overall legal compliance to all key legislation | 100% overall legal compliance to all key legislation  | 100% overall legal compliance to all key legislation | 100% overall legal compliance to all key legislation |  |  |  |  |
| Risk Management  | Ensure that sufficient and effective controls are in place to management risks  | Risks in F&CS addressed   | Risks in F&CS addressed  | Updated Risk Register                                    | 3.2% Mitigating strategies implemented                       | Mitigating strategies implemented                    | Mitigating strategies implemented   | Mitigating strategies implemented                    | Mitigating strategies implemented                    |  |  |  |  |
| Exercise financial control over SBDM                   | Receipt of a favourable Audit Report as per the agreed scoring criteria ("Clean" - 5, Unqualified with minor matters 4, Unqualified with major matters 3, | Clean Audit Report  | Clean Audit Report   | Clean Audit Report from AG                               | 9.6% NA  | Response provided to Draft Management letter         | Receipt of a Favourable Audit Report in terms of agreed criteria and inclusion of same in annual report | NA   | NA   |  |  |  |  |

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PERFORMANCE PLAN : Riaaz R. Lorgat (Director: Finance and Corporate Services)  
2019/2020

| Objective   | Strategy | Key Performance Indicator (Project)  | Annual Target   | Proof   | Weighting  | Targets   |   |   |                |
|---|----------|--|---|---|--|---|---|---|----------------|
|   |          |  |   |   |  | September 2019/2020   | December 2019/2020  | March 2019/2020   | June 2019/2020 |
| A legally compliant municipality<br><br>Exercises budget control in order to prevent over/ unauthorized expenditure.<br><br>To ensure effective Council Meetings administration |          | Disclaimer 2, Adverse 1<br>No repeat findings raised in Internal and External Audit Reports<br>100% compliance to SCM and Unauthorised, Irregular, Fruitless and Wasteful Expenditure Policy<br>100% Implementation of Council Resolutions | 100% compliance to internal controls                              | Internal Audit reports and AG Reports           | 3.3% No findings   | No findings   | No findings   | No findings   |                |
|   |          |  | 100% compliance   | Internal and External Audit Reports             | 3.2% 100% compliance to policy   | 100% compliance to policy   | 100% compliance to policy   | 100% compliance to policy   |                |
|   |          |  | 100% Council Resolutions implemented pertaining to the Department | Report on Implementation of Council Resolutions | 2.1% 100% Council Resolutions implemented pertaining to the Department | 100% Council Resolutions implemented pertaining to the Department | 100% Council Resolutions implemented pertaining to the Department | 100% Council Resolutions implemented pertaining to the Department |                |

CORE COMPETENCY REQUIREMENTS (CCRs) : Riaaz R. Lorgat (Director: Finance and Corporate Services)  
2019/2020

| Core Competency Requirement  | Annual Target  | Proof   | Weighting | Targets  |  |  |
|--|--|---|-----------|--|--|--|
|  |  |   |           | September 2019/2020                                    | December 2019/2020                                     | March 2019/2020  |
| <b>CCR 1. MANAGERIAL</b><br>Strategic Capability and Leadership                            | Displays standard aligned to that recommended in the MSA competency guidelines | Evidence of standard achieved as documented in a written report | 20%       | Evidence of achievement / working towards the standard | Evidence of achievement / working towards the standard | Evidence of achievement / working towards the standard |
| <b>CCR 2. OCCUPATIONAL</b><br>Financial Management   | Displays standard aligned to that recommended in the MSA competency guidelines | Evidence of standard achieved as documented in a written report | 20%       | Evidence of achievement / working towards the standard | Evidence of achievement / working towards the standard | Evidence of achievement / working towards the standard |
| People Management and Empowerment  | Displays standard aligned to that recommended in the MSA competency guidelines | Evidence of standard achieved as documented in a written report | 20%       | Evidence of achievement / working towards the standard | Evidence of achievement / working towards the standard | Evidence of achievement / working towards the standard |
| Interpretation of and implementation within the legislative and national policy frameworks | Demonstrated evidence accordingly  | Evidence of standard achieved as documented in a written report | 20%       | Demonstrated evidence accordingly                      | Demonstrated evidence accordingly                      | Demonstrated evidence accordingly                      |

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**CORE COMPETENCY REQUIREMENTS (CCR's) : Riaaz R. Lorgat (Director: Finance and Corporate Services)**  
2019/2020

| Core Competency Requirement           | Annual Target  | Proof  | Weighting | Targets   |   |  |
|---------------------------------------|--|--|-----------|---|---|--|
|                                       |  |  |           | September 2019/2020   | December 2019/2020  | June 2019/2020   |
| Client orientation and Customer Focus | Displays standard recommended in the MSA competency guidelines | Evidence of standard achieved as documented in a written report. | 20%       | Evidence of achievement / working towards the standard recommended in the MSA competency guidelines | Evidence of achievement / working towards the standard recommended in the MSA competency guidelines | Displays standard recommended in the MSA competency guidelines |

*[Handwritten Signature]*  
2019/07/26



## PERFORMANCE AGREEMENT

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MADE AND ENTERED INTO BY AND BETWEEN:



**THE SARAH BAARTMAN DISTRICT MUNICIPALITY  
AS REPRESENTED BY THE MUNICIPAL MANAGER**

**DAYALAN MURUVEN PILLAY**  
(HEREIN REFERED TO AS THE 'EMPLOYER')

**AND**

**UNATI DANIELS**  
**DIRECTOR: PLANING AND ECONOMIC DEVELOPMENT**  
(HEREIN REFERED TO AS THE 'EMPLOYEE')

FOR THE FINANCIAL YEAR:  
1 JULY 2019 – 30 JUNE 2020

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**WHEREBY IT IS AGREED AS FOLLOWS:**

**1. INTRODUCTION**

- 1.1 The **Employer** has entered into a contract of employment with the **Employee** in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The **Employer** and the **Employee** are hereinafter referred to as "the Parties".
- 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 **Employee** to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.
- 1.2 That in terms of the MFMA Regulations and Government Gazette Vol. 620, No. 40593 dated 03 February 2017, as amended, the Employee will obtain the minimum competency requirements by **(Not Applicable)**.

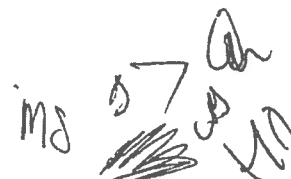
**2. PURPOSE OF THIS AGREEMENT**

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 employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; and
- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

**3 COMMENCEMENT AND DURATION**

- 3.1 This Agreement will commence on the **1<sup>st</sup> July 2019** and will remain in force until **30<sup>th</sup> June 2020** 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 **Employee's** 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-
- 4.1.1 the performance objectives and targets that must be met by the **Employee**; and
  - 4.1.2 the time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the **Employer** in consultation with the **Employee** 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.
- 4.2.1 The key objectives describe the main tasks that need to be done.
  - 4.2.2 The key performance indicators and means of verification 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 **Employee's** performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the **Employer's** Integrated Development Plan.

#### 5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The **Employee** agrees to participate in the performance management system that the **Employer** adopts or introduces for the **Employer**, management and municipal staff of the **Employer**.
- 5.2 The **Employee** accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the **Employer**, management and municipal staff to perform to the standards required.

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- 5.3 The **Employer** will consult the **Employee** about the specific performance standards that will be included in the performance management system as applicable to the **Employee**.
- 5.4 The **Employee** undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5.5 The criteria upon which the performance of the **Employee** shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 5.5.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs) respectively.
- 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.5.3 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 5.6 The **Employee's** assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (**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 **Employee**:

| Key Performance Areas (KPA's)                          | Weighting   |
|--|-------------|
| Municipal Institutional Development and Transformation | 9.35%       |
| Basic Service Delivery                                 | 0           |
| Local Economic Development (LED)                       | 50.29%      |
| Municipal Financial Viability and Management           | 4.67        |
| Good Governance and Public Participation               | 35.69%      |
| <b>Total</b>   | <b>100%</b> |

- 5.7 In the case of managers directly accountable to the municipal manager, key performance areas related to the functional area of the relevant manager must be subject to negotiation between the municipal manager and the relevant manager.
- 5.8 The CCRs will make up the other 20% of the **Employee's** assessment score. CCRs that are deemed to be most critical for the **Employee's** specific job should be selected (✓) from the list below as agreed to between the **Employer** and **Employee**. Three of the CCRs are compulsory for Municipal Managers:

| CORE COMPETENCY REQUIREMENTS (CCR) FOR EMPLOYEES |   |        |
|--|---|--------|
| CORE MANAGERIAL COMPETENCIES (CMC)               | ✓ | WEIGHT |
| Strategic Capability and Leadership              | ✓ | 25     |
| Programme and Project Management                 | ✓ | 25     |
| Financial Management                             | ✓ | 15     |
| Change Management                                |   |        |

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| CORE COMPETENCY REQUIREMENTS (CCR) FOR EMPLOYEES  |   |        |
|---|---|--------|
| CORE MANAGERIAL COMPETENCIES (CMC)  | ✓ | WEIGHT |
| Knowledge Management  |   |        |
| Service Delivery Innovation   |   |        |
| Problem Solving and Analysis  |   |        |
| People Management and Empowerment   | ✓ | 5      |
| Client Orientation and Customer Focus   | ✓ | 10     |
| Communication   |   |        |
| Honesty and Integrity   |   |        |
| CORE OCCUPATIONAL COMPETENCIES (COC)  |   |        |
| Competence in Self Management   |   |        |
| Interpretation of and implementation within the legislative an national policy frameworks | ✓ | 5      |
| Knowledge of Performance Management and Reporting   | ✓ | 5      |
| Knowledge of global and South African specific political, social and economic contexts    | ✓ | 5      |
| Competence in policy conceptualisation, analysis and implementation                       | ✓ | 5      |
| Knowledge of more than one functional municipal field / discipline                        |   |        |
| Skills in Mediation   |   |        |
| Skills in Governance  |   |        |
| Competence as required by other national line sector departments                          |   |        |
| Exceptional and dynamic creativity to improve the functioning of the municipality         |   |        |
| Total percentage  | - | 100%   |

## 6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (Annexure A) to this Agreement sets out -
- 6.1.1 the standards and procedures for evaluating the **Employee's** performance; and
- 6.1.2 the intervals for the evaluation of the **Employee's** performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the **Employer** may in addition review the **Employee's** performance at any stage while the contract of employment remains in force.
- 6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.
- 6.4 The **Employee's** performance will be measured in terms of contributions to the goals and strategies set out in the **Employer's** IDP.
- 6.5 The annual performance appraisal will involve:
- 6.5.1 **Assessment of the achievement of results as outlined in the performance plan:**

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- (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 **Employee** 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 an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year. |        |   |   |   |   |
| 4     | Performance significantly above expectations | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.   |        |   |   |   |   |

| Level | Terminology              | Description   | Rating |   |   |   |   |
|-------|--------------------------|---|--------|---|---|---|---|
|       |                          |   | 1      | 2 | 3 | 4 | 5 |
| 3     | Fully effective          | Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.   |        |   |   |   |   |
| 2     | Not fully effective      | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.   |        |   |   |   |   |
| 1     | Unacceptable performance | Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. |        |   |   |   |   |

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

- 6.7.1 Executive Mayor;
- 6.7.2 Chairperson of the performance audit committee or the Chairperson or designated performance management specialist of 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 municipal manager from another municipality; and
- 6.7.5 Member of a ward committee as nominated by the Executive Mayor.

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

- 6.8.1 Municipal Manager;
- 6.8.2 Chairperson of the performance audit committee or the Chairperson or designated performance management specialist of 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 (6.7) and (6.8).

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## 7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each **Employee** 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:

|                       |   |                    |                                |
|-----------------------|---|--------------------|--------------------------------|
| <b>First quarter</b>  | : | July – September   | <b>Before end October 2019</b> |
| <b>Second quarter</b> | : | October – December | <b>Before end January 2020</b> |
| <b>Third quarter</b>  | : | January – March    | <b>Before end April 2020</b>   |
| <b>Fourth quarter</b> | : | April – June       | <b>Before end January 2021</b> |

7.2 The **Employer** shall keep a record of the mid-year review and annual assessment meetings.

7.3 Performance feedback shall be based on the **Employer's** assessment of the **Employee's** performance.

7.4 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 **Employee** will be fully consulted before any such change is made.

7.5 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 **Employee** 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 EMPLOYER

9.1 The Employer shall –

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

## 10. CONSULTATION

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

- 10.1.1 a direct effect on the performance of any of the **Employee's** functions;

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- 10.1.2 commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and
- 10.1.3 a substantial financial effect on the **Employer**.
- 10.2 The **Employer** agrees to inform the **Employee** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the **Employee** to take any necessary action without delay.

**11. MANAGEMENT OF EVALUATION OUTCOMES**

- 11.1 The evaluation of the **Employee's** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:
  - 11.2.1 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
  - 11.2.2 a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

| SCORE     | BONUS % |
|-----------|---------|
| 130 - 133 | 5       |
| 134 - 137 | 6       |
| 138 - 141 | 7       |
| 142 - 145 | 8       |
| 146 - 149 | 9       |
| 150 - 153 | 10      |
| 154 - 157 | 11      |
| 158 - 161 | 12      |
| 162 - 165 | 13      |
| 166 - 167 | 14      |

- 11.2.3 A pro rata bonus will be payable to the **Employee** based on the amount of full months employed, in the event that the evaluation period is not for a full financial year subject to the following: -
  - That the evaluation period be no less than 6 months
  - That the employee be employed on the last day of the financial year and undergo a review during the agreed review period.
- 11.3 In the case of unacceptable performance, the **Employer** shall –
  - 11.3.1 provide systematic remedial or developmental support to assist the **Employee** 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 **Employer** may consider steps to terminate the contract of employment of the **Employee** on grounds of unfitness or incapacity to carry out his or her duties.

**12. DISPUTE RESOLUTION**

- 12.1 Any disputes about the nature of the **Employee's** performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –
  - 12.1.1 the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the **Employee**; or
  - 12.1.2 any other person appointed by the MEC.
  - 12.1.3 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 employee;

whose decision shall be final and binding on both parties.

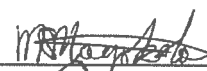

- 12.2 In the event that the mediation process contemplated above fails, clause 20 of the Contract of Employment shall apply.

**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 **Employer**.
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 13.3 The performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.


Thus done and signed at PORT ELIZABETH on this the...30 day of...JULY..... 2019

**AS WITNESSES:**

1.   
2. 

  
EMPLOYEE

**AS WITNESSES:**

1.   
2. 

  
MUNICIPAL MANAGER

**Sarah Baartman**  
DISTRICT MUNICIPALITY  
*Province of the Eastern Cape*  
Previously: Gcaleka District Municipality

## **SARAH BAARTMAN DISTRICT MUNICIPALITY**

### **PERFORMANCE PLAN : Unati Daniels**

**2019/2020**

**Director: Planning and Economic Development**  
**Planning and Economic Development**

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PERFORMANCE PLAN : Unati Daniels (Director: Planning and Economic Development)  
2019/2020

| Objective  | Strategy  | Key Performance Indicator (Project)  | Annual Target   | Proof   | Weighting 2019/2020 | September 2019/2020   | December 2019/2020   | Targets June 2019/2020  |
|--|---|--|---|---|---------------------|---|--|---|
| <b>KPA 1. BASIC SERVICE DELIVERY</b>   |   |  |   |   |                     |   |  |   |
| To promote and co-ordinate integrated spatial planning in the District                                 | Co-ordinate the implementation of Spatial Planning and Land Use Management Act (SPLUMA) | Review of the approved Blue Crane Route Municipality Spatial Development Framework (SDF)- (DEV00232)   | Draft Spatial Development Framework approved by BCRM Council                            | Report  | 4.3%                | Appointment of service provider to review spatial development frameworks  | Inception report finalised   | Draft Status Quo Report to Project Steering Committee<br>Draft BCRM SDF Report completed  |
|  |   | To support Blue Crane Route Municipality with rectification of layout of Vaalblock Township (DEV00233) | Draft rectification of layout submitted for comments to Interested and Affected Parties | Report  | 3.3%                | Appointment of service provider   | Draft report on current site and draft design  | Lodging of Vaalblock Township application to BCR Municipality<br>Draft rectification layout submitted for comments to Interested and Affected Parties |
| <b>KPA 2. MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION</b>                                   |   |  |   |   |                     |   |  |   |
| General  | Training  | Training takes place in accordance with the needs identified through the performance reviews           | 100% T&D addressed according to the needs identified in the performance reviews         | Record of training in accordance with Performance reviews | 1.1%                | 100% T&D in accordance to need of the department through performance reviews  | 100% T&D in accordance to need of the department through performance reviews                       | 100% T&D in accordance to need of the department through performance reviews  |
|  | To ensure implementation of decisions   | 100% implementation of decisions for Department taken at Strategic Planning Sessions                   | 100% Strategic decisions implemented for the Department                                 | Report  | 6.5%                | NA  | NA   | 50% Strategic decisions implemented<br>100% Strategic decisions implemented   |
| <b>KPA 3. LOCAL ECONOMIC DEVELOPMENT (LED)</b>   |   |  |   |   |                     |   |  |   |
| Broaden economic participation and inclusion by increasing the number and support to small enterprises | Promote social economy investments  | SMME's (financially and non-financially) supported in the 7 LM's in the District (DEV00248)            | 7 SMME's one from each LM (financially and non-financially) supported in the District   | Report  | 7.6%                | Consultation with LMs to finalise the SMME needs in order to compile a list of their needs for support. 1 SMME from Dr Beyers Naude supported (Development of SMME Policy adopted by Council) | " 2 SMMEs from Blue Crane Route and Sundays River Valley supported financially and non-financially | 2 SMME from Makana and Ndiambe supported financially and non-financially  |
|  | Trade and Investment Web-based system developed and continually updated                 | Trade and Investment Web-based system developed and continually updated                                | Functional Website in place   | Website   | 2.2%                | Develop content and update portal and SBDM website  | Develop content and update portal and SBDM website   | Develop content and update portal and SBDM website  |
| To position the  | To showcase the   | Ensure that the  | Exhibiting in 4 trade   | Report  | 6.5%                | Exhibit in the Gateway  | Exhibiting in the  | Exhibiting at the World   |

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PERFORMANCE PLAN : Unati Daniels (Director: Planning and Economic Development)  
2019/2020

|   |  | Targets  |   |                               |                     |  |  |   |   |
|---|--|--|---|-------------------------------|---------------------|--|--|---|---|
| Objective   | Strategy   | Key Performance Indicator (Project)  | Annual Target   | Proof                         | Weighting 2019/2020 | September 2019/2020  | December 2019/2020   | March 2019/2020   | June 2019/2020  |
| District as a nationally recognised tourism brand   | District as a distinctive brand, and communicate these two markets   | Sarah Baartman District Municipality shows (World Travel Markets, Tourism Indaba, Getaway Expo) (DEV00249)   | shows (Gateway Show, Shanghai Expo, World Travel Markets and Tourism Indaba)      | Report                        | 7.6%                | Show taking place in Johannesburg  | Shanghai Expo taking place in Shanghai   | Travel Market taking place in Cape Town   | the Tourism Indaba taking place in Durban   |
| To Increase Domestic and Foreign visitors   |  | SMME's in Tourism supported in the SBDM District (financially and non-financially) (DEV00250)  | 7 SMME's in Tourism- one from each LM supported (financially and non-financially) | Report                        |                     | 7.6% Consultation with LMs to finalise the SMME needs in order to compile a list of their needs for support. 1 SMME from Kouga supported (Policy developed and adopted by Council) | 2 SMME's in Tourism from Koukamma and Ndlambe supported in the SBDM District (financially and non-financially)       | 2 SMME's in Tourism from Dr Beyes Naude and Blue Crane Route supported in the SBDM District (financially and non-financially) | 2 SMME's in Tourism from Sundays River Valley and Makana supported in the SBDM District (financially and non-financially) |
| Building local and regional networks and collaboration through the creation of partnerships with (a) government, (b) the private sector and (c) education / research. | Ensure funding support in terms of budget allocation, host 4 top management meetings to support the Cacadu District Development Agency (CDDA) and attending 4 CDDA Board meetings (DEV00231) | 100% funding support transferred to the Cacadu Development in terms of budget allocation, Host 4 top management meetings to support the Cacadu District Development Agency (CDDA) and attending 4 CDDA Board Meetings (DEV00231) | Report  | Report                        | 3.3%                | 25% funding transferred, Hold 1 institutional (administrative) meeting and attend 1 CDDA Board meeting (SLA developed for funding)   | 50% funding transferred, Hold 1 institutional (administrative) meeting and attend 1 CDDA Board meeting               | 75% funding transferred, Hold 1 institutional (administrative) meeting and attend 1 CDDA Board meeting                        | 100% funding transferred, Hold 1 institutional (administrative) meeting and attend 1 CDDA Board meeting                   |
| Developing skills and education base by increasing the number of semi-skilled and skilled   | To promote creative arts and talent development  | Support Creative Industry activities in the Sarah Baartman District Municipality (DEV00251)  | Support creative Industry activities in 5 LMs in the District                     | Report                        | 4.3%                | Financially support 2 Heritage Festivals taking place in Kouga and Dr Beyes Naude Municipalities. (Support creative arts on application for creative industry)                     | Financial support 1 Summer Festival in Sundays River LM (Support creative arts on application for creative industry) | Financial support Amanzi Festival in Ndlambe LM (Support creative arts on application for creative industry)                  | Financial support to National Arts Festival in Makana (Support creative arts on application for creative industry)        |
| General   | Lobby for funding  | 4 submissions to sector departments / Economic Development projects  | Increased funding or investment as result of submissions and presentations        | Reports/copies of submissions | 6.5%                | 1 submission to sector departments/funders   | 1 submission to sector departments/funders   | 1 submission to sector departments/funders  | 1 submission to sector departments/funders  |
| <b>KPA 4. MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT</b>  |  | At least 90% of  |   | Annual financial              | 8.7%                | Projected expenditure  | Projected expenditure  | Projected expenditure   | Projected expenditure   |

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PERFORMANCE PLAN : Unati Daniels (Director: Planning and Economic Development)

| Objective  | Strategy   | Key Performance Indicator (Project)   | Annual Target  | Proof   | Weighting   | Targets   |  |  |
|--|--|---|--|---|---|---|--|--|
|  |  |   |  |   |   | September 2019/2020   | December 2019/2020   | March 2019/2020  |
|  | control over SBDM  | project budget implemented  | budget implemented   | statements                                      |   | within 10%  | within 10%   | within 10%   |
| <b>KPA 5. GOOD GOVERNANCE AND PUBLIC PARTICIPATION</b> |  |   |  |   |   |   |  |  |
| General  | Ensure that capacity support to LMs is given priority                        | Implementation of 2 projects from partnership with other city municipalities (Increase inbound Tourism from China and Export programme of beef) | Implementation of project arising out of partnership (Participate in the Shanghai Expo and Hosting of Jincheng Delegation) | Reports   | 8.7% Hosting of Jincheng delegation and submit a report with recommendations to Council | Agreement with CCTV to broadcast and market the District in China to increase Tourism | Support cultural group to participate in the Chinese New Year Festival | Host Chinese cultural group to participate in the National Arts Festival |
|  | To ensure that the Department complies with legislation applicable to it     | Completion of the OHASA quarterly safety checklist and adhered to   | 4 x checklists and 4 quarterly meetings  | 4 x checklists and minutes of meetings          | 1.1% 1st checklist completed and quarterly meeting held1                                | 2nd checklist completed and quarterly meeting held                                    | 3rd checklist completed and quarterly meeting held                     | 4th checklist completed and quarterly meeting held                       |
|  | Risk Management  | Ensure that sufficient and effective controls are in place to manage risks in the institution   | 100% controls in place to manage risks   | Internal Audit reports                          | 2.2% 100% controls in place to counter risks  | 100% controls in place to counter risks   | 100% controls in place to counter risks                                | 100% controls in place to counter risks                                  |
|  | Exercises budget control in order to prevent over/ unauthorized expenditure. | 100% compliance to SCM and Unauthorised, Irregular, Fruitless and Wasteful Expenditure Policy   | 100% compliance  | Internal and External Audit Reports             | 3.3% 100% compliance to policy  | 100% compliance to policy   | 100% compliance to policy  | 100% compliance to policy  |
|  | A legally compliant municipality   | No repeat findings raised in Internal and External Audit Reports  | 100% compliance to internal controls   | Internal Audit reports and AG Reports           | 2.2% No findings  | No findings   | No findings  | No findings  |
|  | Exercise financial control over SBDM   | Ensuring the Department contribute towards the Receipt of a Clean Audit Report  | Clean Audit Report   | Clean Audit Report from AG                      | 2.2% Ensure internal controls and SCM regulations implemented                           | Ensure internal controls and SCM regulations implemented                              | Ensure internal controls and SCM regulations implemented               | Ensure internal controls and SCM regulations implemented                 |
|  | To ensure effective Council Meetings administration                          | 100% Implementation of Council Resolutions pertaining to the Department   | 100% Council Resolutions implemented pertaining to the Department  | Report on implementation of Council Resolutions | 3.3% 100% Council Resolutions implemented   | 100% Council Resolutions implemented  | 100% Council Resolutions implemented                                   | 100% Council Resolutions implemented                                     |
|  | To ensure that the PMS is  | 100% reviews done and performance   | 100% of indicators achieved  | Performance review reports                      | 4.3% 100% of performance plans signed off on the  | 100% 2Q reviews done and performance  | 100% 3Q reviews done and performance                                   | 100% 4Q reviews done and performance                                     |

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 2019/2020

PERFORMANCE PLAN : Unati Daniels (Director: Planning and Economic Development)  
2019/2020

| Objective | Strategy  | Key Performance Indicator (Project)                  | Annual Target | Proof    | Weighting | Targets   |  |  |
|-----------|---|--|---------------|----------|-----------|---|--|--|
|           |   |  |               |          |           | September 2019/2020   | December 2019/2020                                   | June 2019/2020                                       |
|           | implemented and maintained in accordance with Legislation | challenges addressed to targets in Performance Plans |               | for 4Q's |           | PMS System and 100% performance challenges addressed through 1Q reviews | challenges addressed to targets in Performance Plans | challenges addressed to targets in Performance Plans |

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 2019/2020  
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## PERFORMANCE AGREEMENT

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MADE AND ENTERED INTO BY AND BETWEEN:



**THE SARAH BAARTMAN DISTRICT MUNICIPALITY**  
**AS REPRESENTED BY THE MUNICIPAL MANAGER**

**DAYALAN MURUVEN PILLAY**  
(HEREIN REFERED TO AS THE 'EMPLOYER')

**AND**

**THEODORA BETHA**  
**DIRECTOR: INFRASTRUCTURE DEVELOPMENT AND**  
**COMMUNITY SERVICES**  
(HEREIN REFERED TO AS THE 'EMPLOYEE')

FOR THE FINANCIAL YEAR:  
1 JULY 2019 - 30 JUNE 2020

T.M. M. B.B.

**WHEREBY IT IS AGREED AS FOLLOWS:**

**1. INTRODUCTION**

- 1.1 The **Employer** has entered into a contract of employment with the **Employee** in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The **Employer** and the **Employee** are hereinafter referred to as "the Parties".
- 1.2 Section 57(1)(b) of the Systems Act, refer to "subject to a separate performance agreement concluded annually", 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 **Employee** to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) of the Systems Act refer to "performance objectives and targets that must be met, and the time frames within which those performance objectives and targets must be met" and 57(5) which states that "the performance objectives and targets referred to in subsection (4)(a) must be practical, measurable and based on the key performance indicators set out from time to time in the municipality's integrated development plan.
- 1.2 That in terms of the MFMA Regulations and Government Gazette Vol. 620, No. 40593 dated 03 February 2017, as amended, the **Employee** will obtain the minimum competency requirements by **(NOT APPLICABLE)**.

**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 employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; and
- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

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### 3 COMMENCEMENT AND DURATION

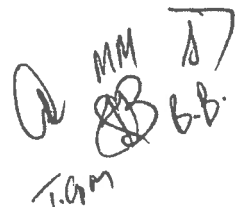
- 3.1 This Agreement will commence on the **1<sup>st</sup> July 2019** and will remain in force until **30 June 2020** thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 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 **Employee's** 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-
- 4.1.1 the performance objectives and targets that must be met by the **Employee**; and
- 4.1.2 the time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the **Employer** in consultation with the **Employee** 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.
- 4.2.1 The key objectives describe the main tasks that need to be done.
- 4.2.2 The key performance indicators and means of verification 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 **Employee's** performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the **Employer's** Integrated Development Plan.

### 5 PERFORMANCE MANAGEMENT SYSTEM

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

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- 5.2 The **Employee** accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the **Employer**, management and municipal staff to perform to the standards required.
- 5.3 The **Employer** will consult the **Employee** about the specific performance standards that will be included in the performance management system as applicable to the **Employee**.
- 5.4 The **Employee** undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5.5 The criteria upon which the performance of the **Employee** shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 5.5.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs) respectively.
- 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.5.3 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 5.6 The **Employee's** assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (**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 **Employee**:

| Key Performance Areas (KPA's)                          | Weighting   |
|--|-------------|
| Municipal Institutional Development and Transformation | 6.5%        |
| Basic Service Delivery                                 | 51%         |
| Local Economic Development (LED)                       | 7%          |
| Municipal Financial Viability and Management           | 11%         |
| Good Governance and Public Participation               | 24.5%       |
| <b>Total</b>   | <b>100%</b> |

- 5.7 In the case of managers directly accountable to the municipal manager, key performance areas related to the functional area of the relevant manager, must be subject to negotiation between the municipal manager and the relevant manager.
- 5.8 The CCRs will make up the other 20% of the **Employee's** assessment score. CCRs that are deemed to be most critical for the **Employee's** specific job should be selected (✓) from the list below as agreed to between the **Employer** and **Employee**. Three of the CCRs are compulsory for Municipal Managers:

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| CORE COMPETENCY REQUIREMENTS (CCR) FOR EMPLOYEES   |   |        |
|--|---|--------|
| CORE MANAGERIAL COMPETENCIES (CMC)   | ✓ | WEIGHT |
| Financial Management   |   | 22%    |
| Change Management  |   |        |
| Knowledge Management   |   |        |
| Service Delivery Innovation  |   |        |
| Problem Solving and Analysis   |   |        |
| People Management and Empowerment  | ✓ | 15%    |
| Client Orientation and Customer Focus  | ✓ | 10%    |
| Communication  |   |        |
| Honesty and Integrity  |   |        |
| CORE OCCUPATIONAL COMPETENCIES (COC)   |   |        |
| Competence in Self Management  |   |        |
| Interpretation of and implementation within the legislative and national policy frameworks |   | 8%     |
| Knowledge of Performance Management and Reporting  |   |        |
| Knowledge of global and South African specific political, social and economic contexts     |   |        |
| Competence in policy conceptualisation, analysis and implementation                        |   |        |
| Knowledge of more than one functional municipal field / discipline                         |   |        |
| Skills in Mediation and Negotiation  |   |        |
| Skills in Governance   |   |        |
| Competence as required by other national line sector departments                           |   |        |
| Display and guidance of Programme and Project and Fund Management                          | ✓ | 25%    |
| Application of Strategic Capability and Leadership   | ✓ | 20%    |
| Exceptional and dynamic creativity to improve the functioning of the municipality          |   |        |
| Total percentage   | - | 100%   |

## 6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (Annexure A) to this Agreement sets out -
- 6.1.1 the standards and procedures for evaluating the **Employee's** performance; and
- 6.1.2 the intervals for the evaluation of the **Employee's** performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the **Employer** may in addition review the **Employee's** performance at any stage while the contract of employment remains in force.
- 6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.
- 6.4 The **Employee's** performance will be measured in terms of contributions to the goals and strategies set out in the **Employer's** IDP.

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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 **Employee** 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 an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year. |        |   |   |   |   |
| 4     | Performance significantly above expectations | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.   |        |   |   |   |   |

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| Level | Terminology              | Description   | Rating |   |   |   |   |
|-------|--------------------------|---|--------|---|---|---|---|
|       |                          |   | 1      | 2 | 3 | 4 | 5 |
| 3     | Fully effective          | Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.   |        |   |   |   |   |
| 2     | Not fully effective      | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.   |        |   |   |   |   |
| 1     | Unacceptable performance | Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. |        |   |   |   |   |

- 6.7 For purposes of evaluating the annual performance of the municipal manager, an evaluation panel constituted of the following persons must be established -
- 6.7.1 Executive Mayor;
  - 6.7.2 Chairperson of the performance audit committee or the Chairperson or designated performance management specialist of 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 municipal manager from another municipality; and
  - 6.7.5 Member of a ward committee as nominated by the Executive Mayor.
- 6.8 For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established -
- 6.8.1 Municipal Manager;
  - 6.8.2 Chairperson of the performance audit committee or the Chairperson or designated performance management specialist of 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 (6.7) and (6.8).

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## 7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each **Employee** 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:

|                       |   |                    |                                |
|-----------------------|---|--------------------|--------------------------------|
| <b>First quarter</b>  | : | July – September   | <b>Before end October 2019</b> |
| <b>Second quarter</b> | : | October – December | <b>Before end January 2020</b> |
| <b>Third quarter</b>  | : | January – March    | <b>Before end April 2020</b>   |
| <b>Fourth quarter</b> | : | April – June       | <b>Before end January 2021</b> |

7.2 The **Employer** shall keep a record of the mid-year review and annual assessment meetings.

7.3 Performance feedback shall be based on the **Employer's** assessment of the **Employee's** performance.

7.4 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 **Employee** will be fully consulted before any such change is made.

7.5 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 **Employee** 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 EMPLOYER

9.1 The Employer shall –

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

## 10. CONSULTATION

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

- 10.1.1 a direct effect on the performance of any of the **Employee's** functions;

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10.1.2 commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and

10.1.3 a substantial financial effect on the **Employer**.

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

## 11. MANAGEMENT OF EVALUATION OUTCOMES

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

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

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

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

| SCORE     | BONUS % |
|-----------|---------|
| 130 - 133 | 5       |
| 134 - 137 | 6       |
| 138 - 141 | 7       |
| 142 - 145 | 8       |
| 146 - 149 | 9       |
| 150 - 153 | 10      |
| 154 - 157 | 11      |
| 158 - 161 | 12      |
| 162 - 165 | 13      |
| 166 - 167 | 14      |

11.2.3 A pro rata bonus will be payable to the **Employee** based on the amount of full months employed, in the event that the evaluation period is not for a full financial year subject to the following: -

That the evaluation period be no less than 6 months

That the employee be employed on the last day of the financial year and undergo a review during the agreed review period.

11.3 In the case of unacceptable performance, the **Employer** shall –

11.3.1 provide systematic remedial or developmental support to assist the **Employee** 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 **Employer** may consider steps to terminate the contract of employment of the **Employee** on grounds of unfitness or incapacity to carry out his or her duties.

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A  
MM  
B.B.  
TAM

**12. DISPUTE RESOLUTION**

- 12.1 Any disputes about the nature of the **Employee's** performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –
  - 12.1.1 the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the **Employee**; or
  - 12.1.2 any other person appointed by the MEC.
  - 12.1.3 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, which states that "for purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel must be constituted", within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.
- 12.2 In the event that the mediation process contemplated above fails, clause 20 of the Contract of Employment shall apply.

**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 **Employer**.
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 13.3 The performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

Thus done and signed at PORT ELIZABETH on this the 30 day of JULY 2019

**AS WITNESSES:**

1. [Signature]  
2. [Signature]

[Signature]  
EMPLOYEE

**AS WITNESSES:**

1. [Signature]  
2. [Signature]

[Signature]  
MUNICIPAL MANAGER


**Sarah Baartman**  
DISTRICT MUNICIPALITY  
*Province of the Eastern Cape*  
Previously Cacadu District Municipality

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**PERFORMANCE PLAN : Theodora Betha**

**2019/2020**

**Dir: Infra Development and Community Services**  
**Infrastructure Development and Community Services**

  
MM  
BB.

TGM

2019/07/30

**PERFORMANCE PLAN : Theodora Betha (Dir: Infra Development and Community Services)**

2019/2020

| Objective  | Strategy   | Key Performance Indicator (Project)  | Annual Target  | Proof  | Weighting | Targets   |   |  |   |
|--|--|--|--|--------|-----------|---|---|--|---|
|  |  |  |  |        |           | September 2019/2020   | December 2019/2020  | June 2019/2020   |   |
| <b>KPA 1. BASIC SERVICE DELIVERY</b><br>To provide support to LMs on planning and implementation of bulk water supply projects, contributing to the reduction of the backlog to<br>To promote integration between spatial planning and transportation planning to achieve sustainable human settlements<br>To provide roads infrastructure from basic service to a higher level in key strategic areas<br>To provide effective fire-fighting to all LM's in the District | Implementation of water projects as mandated by LMs  | Repairing of Water Leaks in approximately 500 households completed (INF00228)  | Water Leaks in 500 households in Makana and Ndlambe Repaired                             | Report | 7.5%      | Appointment of a Service Provider   | Investigation completed   | Repairing of water leaks commenced   | Water Leaks repaired in 500 households  |
|  | Implementation of transportation projects  | Construction of Ablution facilities and shelters for Inter-City Bus Terminal in Graaff-Reinet and Taxi Rank completed (INF00234) | Completion of Ablution facilities and shelters for Inter-City Bus Terminal and Taxi Rank | Report | 4%        | 100% completion of Ablution facilities and shelters                                 | Not Applicable  | Not Applicable   | Not Applicable  |
|  | Implementation of roads projects as mandated by LMs  | Development of Roads Maintenance Plans in Local Municipalities utilizing Roads Asset Management System (RAMS) (INF00235)         | Development of Roads Maintenance Plans for 3 Local Municipalities Completed              | Report | 7.5%      | Bid Documentation for Procurement Completed   | Appointment of a Service Provider                                   | Development of Roads Maintenance Plans for 1 Local Municipality Completed                | Development of Roads Maintenance Plans for 2 Local Municipalities Completed                 |
| Provide fire-fighting capacity   | Training of 15 Fire Personnel within the District completed (INF00236)   | Training of 15 Fire Personnel within the District completed (INF00236)   | Training of 15 Fire Personnel Completed  | Report | 5%        | Bid documentation for procurement completed   | Appointment of a Service Provider                                   | Training of 15 fire Fighters commences   | Training of 15 Fire Personnel Completed   |
|  | Construction of Paterson Disaster Emergency Centre in Sundays River Valley Local Municipality Completed (INF00237) | Construction of Paterson Disaster Emergency Centre in Sundays River Valley Local Municipality Completed (INF00237)               | Construction of Paterson Disaster Emergency Centre 20% Completed                         | Report | 9%        | Building Plans for the construction of Paterson Disaster Emergency Centre Completed | Bid Documentation for Procurement Completed                         | Appointment of a Service Provider for construction of Paterson Disaster Emergency Centre | Construction of Paterson Disaster Emergency Centre in Sundays River Valley LM 20% Completed |
| Provide resources  | Building Plans for Construction of Fire Station in Graaff-Reinet, Dr Beyers Naude Local Municipality Approved      | Building Plans for Construction of Fire Station in Graaff-Reinet, Dr Beyers Naude Local Municipality Approved                    | Construction of Graaff-Reinet Fire Station Building Plans Approved                       | Report | 6%        | Bid Documentation for Procurement Completed   | Appointment of a Service Provider for development of Building Plans | Building Plans Completed   | Building Plans Approved by Local Municipality   |

*Handwritten signatures and initials:*  
 C.M. D. 11/11/19  
 M.M. S.B.  
 Tqm 2019/07/30

**PERFORMANCE PLAN : Theodora Betha (Dir: Infra Development and Community Services)**

2019/2020

| Objective   | Strategy  | Key Performance Indicator (Project)   | Annual Target  | Proof   | Weighting | Targets   |   |   |   |  |
|---|---|---|--|---|-----------|---|---|---|---|--|
|   |   |   |  |   |           | September 2019/2020   | December 2019/2020  | March 2019/2020   | June 2019/2020  |  |
| To provide effective fire fighting to all LMs in the district by 2022 | Provide fire fighting capacity                                      | (INF00238)<br>Development of Disaster Management Plans for SBDM and 7 LMs Completed<br>(INF00239)<br>Agreements entered into for LMs for the provision of Fire Services | Final Disaster Management Plans for SBDM and 7 LMs Completed<br>Agreements of all LMs in place | Report<br>Agreements  | 7%<br>5%  | Submission of the Draft of Disaster Management Plans for 7 LMs<br>All Agreements signed                         | Submission of the Final Draft of Disaster Management Plans for 7 LMs<br>NA                                      | Approval of Final Disaster Management Plans by SBDM and Local Municipalities<br>NA                              | Adoption of the Final Disaster Management Plans by Councils of SBDM and Local Municipalities<br>NA              |  |
| <b>KPA 2. MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION</b>  |   |   |  |   |           |   |   |   |   |  |
| General   | Training  | To ensure training and development takes place in accordance of the requirements of the department  | 100% of the department's T&D needs identified through reviews sent to SIDO                     | Record of training in accordance with the needs of the department through reviews | 1.5%      | Training needs identified at the previous performance review and trg information sent to SDO for further action | Training needs identified at the previous performance review and trg information sent to SDO for further action | Training needs identified at the previous performance review and trg information sent to SDO for further action | Training needs identified at the previous performance review and trg information sent to SDO for further action |  |
|   | To ensure implementation of decisions                               | 100% implementation of decisions for Department taken at Strategic Planning Sessions  | 100% Strategic decisions implemented for the Department  | Report  | 5% MA     | NA  | NA  | 50% Strategic decisions implemented   | 100% Strategic decisions implemented  |  |
| <b>KPA 3. LOCAL ECONOMIC DEVELOPMENT (LED)</b>                        |   |   |  |   |           |   |   |   |   |  |
| General   | Lobby for funding   | 4 Successful submissions to sector departments / possible funders for Planning and Infrastructure projects  | Increased funding or investment as result of submissions and presentations                     | Reports/copies of submissions   | 7%        | 1 Successful submission to sector departments/funders   | 1 Successful submission to sector departments/funders   | 1 Successful submission to sector departments/funders   | 1 Successful submission to sector departments/funders   |  |
| <b>KPA 4. MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT</b>            |   |   |  |   |           |   |   |   |   |  |
| General   | Exercise financial control over SBDM                                | At least 90% of project budget implemented  | 90% of project budget implemented  | Annual financial statements   | 11%       | Projected expenditure within 10%  | Projected expenditure within 10%  | Projected expenditure within 10%  | 90% of project budget implemented   |  |
| <b>KPA 5. GOOD GOVERNANCE AND PUBLIC PARTICIPATION</b>                |   |   |  |   |           |   |   |   |   |  |
| General   | To ensure that PMS is implemented and maintained in accordance with | the 100% reviews done and performance challenges addressed to targets in  | 100% of indicators achieved  | Performance review reports for 4Q's   | 5%        | 100% of performance plans signed off on the PMS System and 100% performance challenges addressed through 1Q     | 100% 2Q reviews done and performance challenges addressed to targets in Performance Plans                       | 100% 3Q reviews done and performance challenges addressed to targets in Performance Plans                       | 100% 4Q reviews done and performance challenges addressed to targets in Performance Plans                       |  |

*T. A. B. E.*  
*MM*

TAM 2019/07/30

**PERFORMANCE PLAN : Theodora Betha (Dir: Infra Development and Community Services)**  
2019/2020

| Objective  | Strategy  | Key Performance Indicator (Project)  | Annual Target  | Proof                                  | Weighting  | Targets  |  |  |                |
|--|---|--|--|--|--|--|--|--|----------------|
|  |   |  |  |  |  | September 2019/2020                                | December 2019/2020   | March 2019/2020  | June 2019/2020 |
| Legislation<br>To ensure that the Department complies with legislation applicable to it<br>Risk Management<br>Ensure that sufficient and effective controls are in place to manage risks in the institution<br>Exercises budget control in order to prevent over/ unauthorized expenditure.<br>A legally compliant municipality<br>Exercise financial control over SBDM<br>To ensure effective Council Meetings administration | Performance Plans<br>OHASA quarterly safety checklist and Safety Standards adhered to<br>Ensure that sufficient and effective controls are in place to manage risks in the institution<br>100% compliance to SCM and Unauthorised, Irregular, Fruitless and Wasteful Expenditure Policy<br>No repeat findings raised in Internal and External Audit Reports<br>Ensuring the Department contribute towards the Receipt of a Clean Audit Report<br>100% Implementation of Council Resolutions | 4 x checklists and 4 quarterly meetings<br>100% controls in place to manage risks<br>100% compliance<br>100% compliance to internal controls and SCM legislation | 4 x checklists and minutes of meetings<br>Internal Audit reports<br>Internal and External Audit Reports<br>Internal Audit reports and AG Reports<br>Unqualified Audit Report from AG<br>Report on implementation of Council Resolutions pertaining to the Department | 1.5%<br>3%<br>4.5%<br>3%<br>3%<br>4.5% | 1st checklist completed and quarterly meeting held | 2nd checklist completed and quarterly meeting held | 3rd checklist completed and quarterly meeting held                           | 4th checklist completed and quarterly meeting held       |                |
|  |   |  |  |  | 100% controls in place to counter risks            | 100% controls in place to counter risks            | 100% controls in place to counter risks                                      | 100% controls in place to counter risks                  |                |
|  |   |  |  |  | 100% compliance to policy                          | 100% compliance to policy                          | 100% compliance to policy  | 100% compliance to internal controls and SCM legislation |                |
|  |   |  |  |  |  | Response provided to Draft Management letter       | Receipt of a Unqualified Audit report and inclusion of same in annual report | NA   |                |
|  |   |  |  |  |  | 100% Council Resolutions implemented               | 100% Council Resolutions Implemented   | 100% Council Resolutions Implemented                     |                |

**CORE COMPETENCY REQUIREMENTS (CCRs) : Theodora Betha (Dir: Infra Development and Community Services)**  
2019/2020

| Core Competency Requirement                                     | Annual Target  | Proof                                       | Weighting                             | Targets                           |                                   |                                   |  |
|---|--|---|---------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|--|
|   |  |   |                                       | September 2019/2020               | December 2019/2020                | March 2019/2020                   | June 2019/2020   |
| <b>CCR 1. MANAGERIAL</b><br>Strategic Capability and Leadership | Displays standard aligned to that recommended in the MSA | Evidence of standard achieved as documented | 20% Evidence of achievement / working | Evidence of achievement / working | Evidence of achievement / working | Evidence of achievement / working | Displays standard aligned to that recommended in the MSA |

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**CORE COMPETENCY REQUIREMENTS (CCR's) : Theodora Betha (Dir: Infra Development and Community Services)**

| Core Competency Requirement  | Annual Target   | Proof  | Weighting | Targets  |  |  |   |
|--|---|--|-----------|--|--|--|---|
|  |   |  |           | September 2019/2020  | December 2019/2020   | March 2019/2020  | June 2019/2020  |
| Programme and Project Management   | competency guidelines<br>Displays standard aligned to that recommended in the MSA competency guidelines | in a written report<br>Evidence of standard achieved as documented in a written report | 25%       | towards the standard<br>Evidence of achievement / working towards the standard | towards the standard<br>Evidence of achievement / working towards the standard | towards the standard<br>Evidence of achievement / working towards the standard | competency guidelines<br>Displays standard aligned to that recommended in the MSA competency guidelines |
| <b>CCR 2. OCCUPATIONAL</b>   |   |  |           |  |  |  |   |
| People Management and Empowerment  | Demonstrated evidence accordingly   | Evidence of standard achieved as documented in a written report                        | 15%       | Demonstrated evidence accordingly  | Demonstrated evidence accordingly  | Demonstrated evidence accordingly  | Demonstrated evidence accordingly   |
| Client orientation and Customer Focus  | Demonstrated evidence accordingly   | Evidence of standard achieved as documented in a written report                        | 10%       | Demonstrated evidence accordingly  | Demonstrated evidence accordingly  | Demonstrated evidence accordingly  | Demonstrated evidence accordingly   |
| Financial Management   | Demonstrated evidence accordingly   | Evidence of standard achieved as documented in a written report                        | 22%       | Demonstrated evidence accordingly  | Demonstrated evidence accordingly  | Demonstrated evidence accordingly  | Demonstrated evidence accordingly   |
| Interpretation of and implementation within the legislative and national policy frameworks | Demonstrated evidence accordingly   | Evidence of standard achieved as documented in a written report                        | 8%        | Demonstrated evidence accordingly  | Demonstrated evidence accordingly  | Demonstrated evidence accordingly  | Demonstrated evidence accordingly   |

T. Betha  
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 M.M

| Eastern Cape: Sarah Baartman District Municipality(DC10) - Schedule of Service Delivery Standards Table 2020/21                                    |  |  |
|--|--|--|
| Standard   | Service Level  |  |
| <b>Solid Waste Removal</b>   |  |  |
| Premise based removal (Residential Frequency)  | n/a - The District Municipality does not provide this services as the service is provided by the Local Municipalities within the District  |  |
| Premise based removal (Business Frequency)   |  |  |
| Bulk Removal (Frequency)   |  |  |
| Removal Bags provided(Yes/No)  |  |  |
| Garden refuse removal Included (Yes/No)  |  |  |
| Street Cleaning Frequency in CBD   |  |  |
| Street Cleaning Frequency in areas excluding CBD   |  |  |
| How soon are public areas cleaned after events (24hours/48hours/longer)  |  |  |
| Clearing of illegal dumping (24hours/48hours/longer)   |  |  |
| Recycling or environmentally friendly practices(Yes/No)  |  |  |
| Licenced landfill site(Yes/No)   |  |  |
|  |  |  |
| <b>Water Service</b>   |  |  |
| Water Quality rating (Blue/Green/Brown/N0 drop)  | Water quality testing is performed by the District Municipality for the Local Municipalities within the District. The Local Municipalities have different water quality ratings. |  |
| Is free water available to all? (All/only to the indigent consumers)   | Water is only free to indigents  |  |
| Frequency of meter reading? (per month, per year)  | n/a - The District Municipality does not provide this services as the service is provided by the Local Municipalities within the District  |  |
| Are estimated consumption calculated on actual consumption over (two month's/three month's/longer period)  |  |  |
| On average for how long does the municipality use estimates before reverting back to actual readings? (months)                                     |  |  |
| <b>Duration (hours) before availability of water is restored in cases of service interruption (complete the sub questions)</b>                     |  |  |
| One service connection affected (number of hours)  |  |  |
| Up to 5 service connection affected (number of hours)  |  |  |
| Up to 20 service connection affected (number of hours)   |  |  |
| Feeder pipe larger than 800mm (number of hours)  |  |  |
| What is the average minimum water flow in your municipality?   |  |  |
| Do you practice any environmental or scarce resource protection activities as part of your operations? (Yes/No)                                    |  |  |
| How long does it take to replace faulty water meters? (days)   |  |  |
| Do you have a cathodic protection system in place that is operational at this stage? (Yes/No)  |  |  |
|  |  |  |
| <b>Electricity Service</b>   |  |  |
| What is your electricity availability percentage on average per month?   | n/a - The District Municipality does not provide this services as the service is provided by the Local Municipalities within the District  |  |
| Do your municipality have a ripple control in place that is operational? (Yes/No)  |  |  |
| How much do you estimate is the cost saving in utilizing the ripple control system?  |  |  |
| What is the frequency of meters being read? (per month, per year)  |  |  |
| Are estimated consumption calculated at consumption over (two month's/three month's/longer period)   |  |  |
| On average for how long does the municipality use estimates before reverting back to actual readings? (months)                                     |  |  |
| Duration before availability of electricity is restored in cases of breakages (immediately/one day/two days/longer)                                |  |  |
| Are accounts normally calculated on actual readings? (Yes/no)  |  |  |
| Do you practice any environmental or scarce resource protection activities as part of your operations? (Yes/No)                                    |  |  |
| How long does it take to replace faulty meters? (days)   |  |  |
| Do you have a plan to prevent illegal connections and prevention of electricity theft? (Yes/No)  |  |  |
| How effective is the action plan in curbing line losses? (Good/Bad)  |  |  |
| How soon does the municipality provide a quotation to a customer upon a written request? (days)  |  |  |
| How long does the municipality takes to provide electricity service where existing infrastructure can be used? (working days)                      |  |  |
| How long does the municipality takes to provide electricity service for low voltage users where network extension is not required? (working days)  |  |  |
| How long does the municipality takes to provide electricity service for high voltage users where network extension is not required? (working days) |  |  |



|  |  |
|--|--|
| <b>Sewerage Service</b>  |  |
| Are your purification system effective enough to put water back in to the system after purification?   | n/a - The District Municipality does not provide this services as the service is provided by the Local Municipalities within the District  |
| To what extend do you subsidize your indigent consumers?   |  |
| <b>How long does it take to restore sewerage breakages on average</b>  |  |
| Severe overflow? (hours)   |  |
| Sewer blocked pipes: Large pipes? (Hours)  |  |
| Sewer blocked pipes: Small pipes? (Hours)  |  |
| Spillage clean-up? (hours)   |  |
| Replacement of manhole covers? (Hours)   |  |
| <b>Road Infrastructure Services</b>  |  |
| Time taken to repair a single pothole on a major road? (Hours)   | n/a - The District Municipality does not provide this services as the service is provided by the Local Municipalities within the District  |
| Time taken to repair a single pothole on a minor road? (Hours)   |  |
| Time taken to repair a road following an open trench service crossing? (Hours)   |  |
| Time taken to repair walkways? (Hours)   |  |
| <b>Property valuations</b>   |  |
| How long does it take on average from completion to the first account being issued? (one month/three months or longer)                                     | n/a - The District Municipality does not collect rates as the rates collection is performed by the Local Municipalities within the District. Therefore the annual property valuations performed by the District is for GRAP compliance in the AFS. |
| Do you have any special rating properties? (Yes/No)  |  |
| <b>Financial Management</b>  |  |
| Is there any change in the situation of unauthorised, irregular, fruitless and wasteful expenditure over time? (Decrease/Increase)                         | Yes - increase   |
| Are the financial statement outsourced? (Yes/No)   | No   |
| Are there Council adopted business process instructing the flow and management of documentation feeding to Trial Balance?                                  | Yes, financial policies are approved by Council on an annual basis   |
| How long does it take for an Tax/Invoice to be paid from the date it has been received?  | The municipality ensures that all payments are made within 30 days   |
| Is there advance planning from SCM unit linking all departmental plans quarterly and annually including for the next two to three years procurement plans? | The Procurement plan is developed on an annual basis - multi-year projects are factored therein  |
| <b>Administration</b>  |  |
| Reaction time on enquiries and requests?   | Immediately  |
| Time to respond to a verbal customer enquiry or request? (working days)  | n/a - The District Municipality does not provide this services as the service is provided by the Local Municipalities within the District  |
| Time to respond to a written customer enquiry or request? (working days)   |  |
| Time to resolve a customer enquiry or request? (working days)  |  |
| What percentage of calls are not answered? (5%,10% or more)  |  |
| How long does it take to respond to voice mails? (hours)   |  |
| Does the municipality have control over locked enquiries? (Yes/No)   |  |
| Is there a reduction in the number of complaints or not? (Yes/No)  |  |
| How long does in take to open an account to a new customer? (1 day/ 2 days/ a week or longer)  |  |
| How many times does SCM Unit, CFO's Unit and Technical unit sit to review and resolve SCM process delays other than normal monthly management meetings?    | Weekly Management meetings are held to resolve matters including SCM matters   |
| <b>Community safety and licensing services</b>   |  |
| How long does it take to register a vehicle? (minutes)   | n/a - The District Municipality does not provide this services as the service is provided by the Local Municipalities within the District  |
| How long does it take to renew a vehicle license? (minutes)  |  |
| How long does it take to issue a duplicate registration certificate vehicle? (minutes)   |  |
| How long does it take to de-register a vehicle? (minutes)  |  |
| How long does it take to renew a drivers license? (minutes)  |  |
| What is the average reaction time of the fire service to an incident? (minutes)  |  |
| What is the average reaction time of the ambulance service to an incident in the urban area? (minutes)   |  |
| What is the average reaction time of the ambulance service to an incident in the rural area? (minutes)   |  |

|  |   |
|--|---|
| <b>Economic development</b>  |   |
| How many economic development projects does the municipality drive?  | The municipality plans to support SMMEs within the District as well as lead new Economic Development initiatives within the District. |
| How many economic development programme are deemed to be catalytic in creating an enabling environment to unlock key economic growth projects? | The municipality has established a municipal entity to manage all catalytic projects that would impact on the District as a whole     |
| What percentage of the projects have created sustainable job security?   | 0%  |
| Does the municipality have any incentive plans in place to create an conducive environment for economic development? (Yes/No)                  | Yes   |
| <b>Other Service delivery and communication</b>  |   |
| Is a information package handed to the new customer? (Yes/No)  | Not applicable  |
| Does the municipality have training or information sessions to inform the community? (Yes/No)  | Yes, IDP and Budget Outreach Programme  |
| Are customers treated in a professional and humanly manner? (Yes/No)   | Yes   |

## PROCUREMENT PLAN (2020/2021)

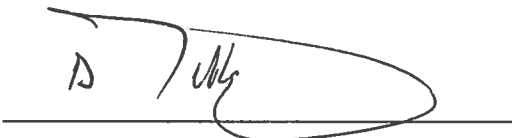
| PROJECTS   | 2020/21 Budget (original) | Date for SCM process to commence | Type of SCM process required (e.g. formal quote /bid/ order) | Project manager              |
|--|---------------------------|----------------------------------|--|------------------------------|
| <b>OFFICE OF THE MAYOR</b>   |                           |                                  |  |                              |
| <b>MAYOR</b>   |                           |                                  |  |                              |
| COMMUNITY PROGRAMMES - COVID 19 EXECUTIVE COMMITTEE                    | 55,000                    | Ad hoc                           | Order  | PA:Executive Mayor           |
| COMMUNITY PROGRAMMES - COVID 19 SPEAKER                                | 275,000                   | Ad hoc                           | Order  | PA:Executive Mayor           |
| COMMUNITY PROGRAMMES - COVID 19  | 55,000                    | Ad hoc                           | Order  | Executive Secretary          |
| <b>OFFICE OF THE MUNICIPAL MANAGER</b>                                 |                           |                                  |  |                              |
| <b>SPECIAL PROJECT UNIT</b>  |                           |                                  |  |                              |
| MM020 YOUTH FUND   | 750,000                   | N/A                              | N/A  | Special Programmes Officer   |
| MM014 HIV/AIDS IMPLEMENTATION OF THE HIV/AIDS PLAN                     | 200,000                   | Ad hoc                           | Order  | HIV/Aids Officer             |
| <b>DEPARTMENT: INFRASTRUCTURE DEVELOPMENT &amp; COMMUNITY SERVICES</b> |                           |                                  |  |                              |
| <b>PROJECT MANAGEMENT</b>  |                           |                                  |  |                              |
| RIETBRON EPWP ROADS  | 300,000                   | Ad hoc                           | Order  | Snr Man: PMU                 |
| RURAL ACCESS ROADS   | 4,009,000                 | July 2020                        | Bid  | Snr Man: PMU                 |
| INTER CITY BUS TERMINAL  | 912,700                   | July 2020                        | Bid  | Snr Man: PMU                 |
| IN020 RELOCATION OF OFFICE   | 1,000,000                 | July 2020                        | Bid  | Dir: ID&CS                   |
| <b>ENVIRONMENTAL HEALTH</b>  |                           |                                  |  |                              |
| IN007 EHS CONTRIBUTION MUNICIPALITIES                                  | 11,800,000                | N/A                              | N/A  | Dir: ID&CS                   |
| DEVELOPMENT OF EHS BY-LAWS   | 300,000                   | July 2020                        | Bid  |                              |
| <b>FIRE SERVICE - HEAD OFFICE</b>                                      |                           |                                  |  |                              |
| IN010 FIRE EQUIPMENT FOR LM  | 4,500,000                 | July 2020                        | Bid  | HOD: Disaster Man            |
| IN014 CONTRIBUTION TO MUNICIPALITIES                                   | 14,540,000                | July 2020                        | Bid  | HOD: Disaster Man            |
| FIRE STATION - KOUKAMMA  | 190,000                   | July 2020                        | Formal Quote   | HOD: Disaster Man            |
| IN034 PLANS FOR FIRE STATION BNLM                                      | 470,000                   | July 2020                        | Bid  | Building Inspector           |
| IN013 PATERSON INTERGRATED EMERGENCY CENTRE                            | 7,500,000                 | July 2020                        | Bid  | Snr Man: PMU                 |
| IN011 FIRE TRAINING ASSISTANCE TO LMS                                  | 931,600                   | Nov 2020                         | Bid  | HOD: Disaster Man            |
| FIRE ASSESSMENT TO TAKE BACK FUNCTION                                  | 138,400                   | July 2020                        | Formal Quote   | HOD: Disaster Man            |
| IN030 FIRE SATELLITE OFFICES - ALICEDALE                               | 150,000                   | July 2020                        | Formal Quote   | HOD: Disaster Man            |
| IN036 FIRE SATELLITE OFFICES - RIEBEEK EAST                            | 150,000                   | July 2020                        | Formal Quote   | HOD: Disaster Man            |
| <b>DISASTER MANAGEMENT</b>   |                           |                                  |  |                              |
| IN017 EDUCATION AND AWARENESS CAMPAIGN                                 | 100,000                   | Ad hoc                           | Order  | HOD: Disaster Man            |
| EDUCATION AND AWARENESS CAMPAIGN - COVID 19                            | 200,000                   | Ad hoc                           | Order  | HOD: Disaster Man            |
| IN018 EMERGENCY CONTINGENCY  | 500,000                   | Ad hoc                           | Order  | HOD: Disaster Man            |
| IN032 DISASTER MANAGEMENT PLAN LMS                                     | 931,600                   | July 2020                        | Bid  | HOD: Disaster Man            |
| DEVELOP DISASTER MANAGEMENT SERVICES BY-LAWS                           | 150,000                   | July 2020                        | Formal Quote   | HOD: Disaster Man            |
| <b>WATER DISTRIBUTION</b>  |                           |                                  |  |                              |
| IN021 WSA SUPPORT FOR LM'S   | 1,000,000                 | July 2020                        | Bid  | Manager: Water & Sanitation  |
| IN035 WAR ON LEAKS   | 300,000                   | July 2020                        | Bid  | Manager: Water & Sanitation  |
| EPWP   | 1,000,000                 | July 2020                        | Bid  | Manager: Water & Sanitation  |
| SUPPORT TO LM'S (SERVICE DELIVERY)                                     | 1,700,000                 | July 2020                        | Bid  | Manager: Water & Sanitation  |
| <b>DEPARTMENT : ECONOMIC DEVELOPMENT AND PLANNING</b>                  |                           |                                  |  |                              |
| <b>MANAGEMENT</b>  |                           |                                  |  |                              |
| ED001 DISTRICT DEVELOPMENT AGENCY                                      | 5,000,000                 | N/A                              | N/A  | Dir: P&ED                    |
| INVESTMENT PROMOTION   | 250,000                   | Ad hoc                           | Order  | Dir: P&ED                    |
| ECONOMIC DEVELOPMENT SUMMIT  | 400,000                   | Ad hoc                           | Order  | Dir: P&ED                    |
| PED COVID 19   | 1,100,000                 | July 2020                        | Formal Quote   | Dir: P&ED                    |
| <b>LOCAL ECONOMIC DEVELOPMENT</b>                                      |                           |                                  |  |                              |
| ED002 AGRICULTURAL SUPPORT   | 650,000                   | July 2020                        | Formal Quote   | Project Manager: LED         |
| ED004 SBDM SMME/CO-OP SUPPORT PROGRAMME                                | 1,400,000                 | N/A                              | N/A  | Project Manager: LED         |
| ED013 TRAINING IN RENEWABLE ENERGY                                     | 330,000                   | July 2020                        | N/A  | Project Manager: LED         |
| <b>TOURISM PROMOTION &amp; DEVELOPMENT</b>                             |                           |                                  |  |                              |
| TOU001 CREATIVE INDUSTRIES   | 800,000                   | N/A                              | N/A  | Manager: Tourism             |
| TOU006 DEVELOP TOURISM WEBSITE   | 300,000                   | Aug-20                           | Bid  | Manager: Tourism             |
| TOU003 TOURISM MARKETING   | 2,000,000                 | Jul-20                           | Bid  | Manager: Tourism             |
| TOURISM AWARENESS  | 220,000                   | Ad hoc                           | Order  | Manager: Tourism             |
| LTO SUPPORT  | 700,000                   | N/A                              | N/A  | Manager: Tourism             |
| <b>PLANNING UNIT</b>   |                           |                                  |  |                              |
| IN001 TECHNICAL TOWN PLANNING ASSISTANCE                               | 300,000                   | N/A                              | N/A  | Dev Planner - Spatial Planne |
| IN002 IDP SUPPORT TO MUNICIPALITIES                                    | 400,000                   | Aug-20                           | Formal Quote   | Dev Planner - IDP            |
| IN029 REVIEW OF SBDM SPATIAL DEVELOPMENT FRAMEWORK                     | 60,000                    | Ad hoc                           | Order  | Dev Planner - Spatial Planne |
| REVIEW OF KOUKAMMA SDF   | 800,000                   | July 2020                        | Bid  | Dev Planner - Spatial Planne |
| TOWNSHIP ESTABLISHMENT   | 400,000                   | July 2020                        | Formal Quote   | Dev Planner - Spatial Planne |
| MM009 SUPPORT TO LM'S (SDF-BCR)  | 200,000                   | N/A                              | N/A  | Dev Planner - Spatial Planne |

| PROJECTS         |   | 2020/21<br>Budget<br>(original) | Date for SCM<br>process to<br>commence | Type of SCM process<br>required (e.g. formal<br>quote /bid/ order) | Project manager                |
|------------------|---|---------------------------------|--|--|--------------------------------|
| FC002/3<br>FC019 | <b>DEPARTMENT: FINANCE AND CORPORATE SERVICES</b><br><b>FINANCIAL ACCOUNTING DIVISION</b> |                                 |  |  |                                |
|                  | SUPPORT TO LM'S FOR IMPROVING AUDIT OUTCOMES<br>JOB EVALUATION                            | 2,900,000                       | Dec 2020                               | Bid  | Dir: F&CS                      |
|                  | JOB DESCRIPTION WRITING   | 1,000,000                       | N/A                                    | N/A  | Coordinator: JEU               |
|                  | <b>OPERATIONAL REQUIREMENTS</b>   |                                 |  |  |                                |
|                  | PROVISION OF MAINTENANCE AND FUEL CARDS AND<br>TRACKING SERVICES                          |                                 | N/A                                    | N/A  |                                |
|                  | TRAVEL AGENCY SERVICES  |                                 | N/A                                    | N/A  |                                |
|                  | MANAGEMENT OF SHORT TERM INSURANCE  |                                 | N/A                                    | N/A  |                                |
|                  | PROVISION OF INTERNET & MOBILE DATA SERVICES  |                                 | N/A                                    | N/A  |                                |
|                  | SECURITY SERVICES   |                                 | N/A                                    | N/A  |                                |
|                  | ADVERTISING SERVICES  |                                 |  | Bid  | Snr Man: Corporate<br>Services |
|                  | CLEANING AND HYGIENE SERVICES   |                                 | Aug 2020                               | N/A  |                                |
|                  | PROVISION OF BANKING SERVICES   |                                 | N/A                                    | N/A  |                                |
|                  | PROVISION OF INTERNAL AUDIT SERVICES  |                                 | N/A                                    | N/A  |                                |
|                  | PUBLISHING OF SARAH BAARTMAN NEWS   |                                 | June 2020                              | Bid  | Communication Officer          |
|                  | <b>CAPITAL REQUIREMENTS (EXCL. OFFICE FURNITURE AND EQUIPMENT)</b>                        |                                 |  |  |                                |
|                  | WINDOWS   | 1,000,000                       | July 2020                              | Bid  | Estates                        |
|                  | LIFT  | 1,000,000                       | July 2020                              | Bid  | Estates                        |
|                  | GROUND FLOOR  | 300,000                         | July 2020                              | Bid  | Estates                        |
|                  | LAPTOPS (12 OFFICIALS; 11 CLRS)   | 400,000                         | June 2020                              | Bid  | IT Systems Administrator       |
|                  | IPADS (11)  | 130,000                         | June 2020                              | Bid  | IT Systems Administrator       |
|                  | WEBSITE DEVELOPMENT (RE-DESIGN)   | 300,000                         | June 2020                              | Bid  | IT Systems Administrator       |
|                  | PRINTERS (CENTRALISED)  | 600,000                         | Aug 2020                               | Bid  | IT Systems Administrator       |
|                  | mSCOA SYSTEM  | 800,000                         | June 2020                              | Bid  | IT Systems Administrator       |

Sarah Baartman District Municipality 2020/21 Annual Budget and  
MTREF**Municipal Manager's Quality Certificate**

I, DM Pillay, Municipal Manager of Sarah Baartman District Municipality, hereby certify that the annual budget and supporting documentation have been prepared in accordance with the Municipal Finance Management Act and the regulations made under the Act, and that the annual budget and supporting documents are consistent with the Integrated Development Plan of the municipality.

Print Name DAYALAN MURUVEN PILLAY  
Municipal Manager of Sarah Baartman District Municipality

Signature 

Date 01 June 2020