

REVISED PERFORMANCE AGREEMENT

IN TERMS OF THE:-

LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT,
2000 (32 OF 2000), AS AMENDED

AND

LOCAL GOVERNMENT: MUNICIPAL PERFORMANCE REGULATION FOR
MUNICIPAL MANAGERS AND MANAGERS DIRECTLY ACCOUNTABLE TO
MUNICIPAL MANAGERS, 2006

AND

LOCAL GOVERNMENT: REGULATIONS ON APPOINTMENT AND CONDITIONS
OF EMPLOYMENT OF SENIOR MANAGERS, 2014

Entered into by and between

The CITY OF MATLOSANA herein represented by

T.S.R. NKHUMISE

in his capacity as

Acting Municipal Manager
(hereinafter referred to as the **Employer**)

And

L.M. RAMOROLA

As the

Acting Director: Corporate Services
(hereinafter referred to as the **Employee**)

For the Period

1 July 2016 to 16 April 2017

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The **CITY OF MATLOSANA** herein represented by **THEETSI SOLOMON ROGER NKHUMISE (ID NR. 7212265390082)** in his capacity as the **ACTING MUNICIPAL MANAGER** (hereinafter referred to as the **Employer**) and **LERATO MIRIAM RAMOROLA (ID NR. 7404210723083)** in his/her capacity as the **ACTING DIRECTOR CORPORATE SERVICES** of the Municipality (hereinafter referred to as the **Employee**).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The **Employer** has entered into a contract of employment with the **Employee** in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000, as amended ("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, as amended 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 and Section 57(4C) of the Systems Amendment Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2.1 comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act , Section 57(4C) of the Systems Amendment 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 (IDP), 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 and outcomes;
- 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; with Section 11 of this agreement 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.

Handwritten signatures and initials are present in the bottom right corner of the page.

3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **1 JULY 2016** and will remain in force until **16 April 2017** 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 included a new performance agreement that replaces this agreement at least once a year not later than 31st of July of the succeeding financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment.
- 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.
 - 4.1.3 The Competencies (Annexure B) – definitions in terms of regulation 21 of 17 January 2014 required to operate effectively as senior manager in the Local Government environment.
- 4.2 The performance objectives and targets reflected in the Performance Plan (Annexure A) are set by the **Employer** in consultation with the **Employee** and based on the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include:
 - 4.2.1 Key objectives that describe the main tasks that need to be done.
 - 4.2.2 Key performance indicators that provide the details of the evidence that must be provided to show that a key objective has been achieved.
 - 4.2.3 Target dates that describe the timeframe in which the work must be achieved.
 - 4.2.4 Weightings that show the relative importance of the key objectives to each other.
- 4.3 The Personnel Development Plan (Annexure C) sets out the employee's personnel development requirements in line with the objectives and targets of the employer.
- 4.4 The **Employee's** performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the **Employer's** Integrated Development Plan.

5 PERFORMANCE MANAGEMENT SYSTEM

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

- 5.2 The **Employee** accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the **Employer**, management and municipal staff to perform to the standards required.
- 5.3 The **Employer** will consult the **Employee** about the specific performance standards and targets 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 Competencies 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 Competencies 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
Service Delivery & Infrastructure Development	-
Municipal Institutional Development and Transformation	32%
Local Economic Development (LED)	6%
Municipal Financial Viability and Management	15%
Good Governance and Public Participation	47%
Total	100%

- 5.7 In the case of Senior 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 Competencies will make up the other 20% of the **Employee's** assessment score. The Competencies are split into two groups, Leading Competencies that drive strategic intent and direction and Core Competencies which drive the execution of the leading competencies.

LEADING COMPETENCIES		WEIGHTING
Strategic Direction and Leadership	• Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness	8,333%
People Management	• Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management	8,333%

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

Program and Project Management	• Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation	8,333%
Financial Management	• Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring	8,333%
Change Leadership	• Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation	8,333%
Governance Leadership	• Policy Formulation • Risk and Compliance Management • Cooperative Governance	8,333%
CORE COMPETENCIES		
	Moral Competence	8,333%
	Planning and Organising	8,333%
	Analysis and Innovation	8,333%
	Knowledge and Information Management	8,333%
	Communication	8,333%
	Results and Quality Focus	8,333%
TOTAL PERCENTAGE		100%

6. 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 (Annexure C) 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** SDBIP as described in 6.6 below.

6.5 The **Employee** will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report prior to the performance assessment meetings to the evaluation panel chairperson for distribution to the panel members for preparation purposes.

6.6 The annual performance appraisal will involve:

6.6.1 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) A rating on the five-point scale described in 6.7 below shall be provided for each KPI or group of KPI's which will then be multiplied by the weighting to calculate the score.
- (c) The **Employee** will submit his/her self – evaluation to the **Employer** prior to the final assessment.

MC
 17 6/10/17
 18/11/17

- (d) In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The **Employee** should provide sufficient evidence in such instances.
- (e) An overall score will be calculated based on the total of the individual scores calculated above.
- (f) The applicable assessment rating calculator must be used to add the scores and calculate a final KPA score.

6.6.2 Assessment of the Competencies

- (a) Each competency will be assessed in terms of the description provided in (Annexure B).
- (b) An indicative rating on the five-point scale should be provided for each competency.
- (c) This rating should be multiplied by the weighting given to each competency during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator must be used to add the scores and calculate a final competency score.

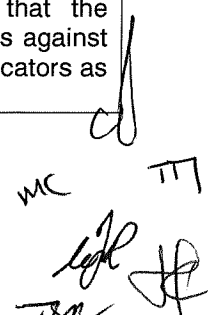
6.6.3 Overall rating

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

- 6.7 The assessment of the performance of the **Employee** will be based on the following rating scale for KPA's and Competencies:

Rating scale for KPA's

Level	Terminology	Description
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance Plan and maintained this in all areas of responsibility throughout the year.
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.

MC TT


Level	Terminology	Description
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.

Rating scale for Competencies

Level	Terminology	Description
1	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention.
2	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analysis.
3	Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analysis.
4	Superior	Has a comprehensive understanding of local government operations, critical in strategic shaping direction and change, develops and applies comprehensive concepts and methods.

6.8 For purposes of evaluating the annual performance of the Municipal Manager, an evaluation panel constituted of the following persons must be established:-

- 6.8.1 Executive Mayor;
- 6.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 6.8.3 Member of the Mayoral Committee;
- 6.8.4 Mayor and/or Municipal Manager from another municipality; and
- 6.8.5 Member of a ward committee as nominated by the Executive Mayor.

6.9 For purposes of evaluating the annual Performance of Senior Managers directly accountable to the Municipal Manager, an evaluation panel constituted of the following persons must be established:-

- 6.9.1 Municipal Manager;
- 6.9.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 6.9.3 Municipal Manager from another municipality.

6.10 The Performance Management Unit of the municipality must provide secretariat services to the evaluation panels referred to in paragraphs 6.8 and 6.9.

mk ad
 117
 Jph
 182

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:

First quarter	:	July – September 2016
Second quarter	:	October – December 2016
Third quarter	:	January – March 2017
Fourth quarter	:	April – June 2017

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 C). Such plan may be implemented and/or amended as the case may be after each assessment.

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:

Performance Score		Performance Bonus Percentage
From	To	
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%	169%	14%

- 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 Senior 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;

Handwritten signatures and initials:
 WC d TT
 TSN Gjur JP

whose decision shall be final and binding on both parties.

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

13. GENERAL

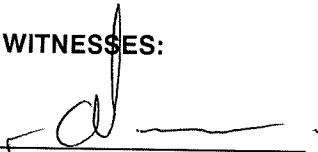
- 13.1 The contents of this agreement and the outcome of any review conducted in terms of (Annexure A) may be made available to the public by the **Employer**.
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 13.3 The performance assessment results of the **Employee** must be submitted to the municipal council by the **Employer** within fourteen (14) days after the conclusion of the assessment for information purposes.

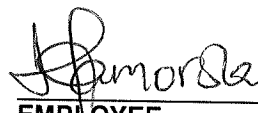
14. PERFORMANCE APPRAISALS

- 14.1 The **Employee** will be responsible for developing annual performance work plans and conducting performance appraisals with all staff in the Directorate as stipulated in Section 27 of the 2016 Performance Management System Framework document.

Thus **done** and **signed** at KLERKSDORP on this the 03 day of APRIL 2017.

AS WITNESSES:

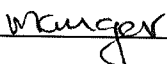
1. 


EMPLOYEE

2. 

Thus **done** and **signed** at KLERKSDORP on this the 03 day of APRIL 2017.

AS WITNESSES:

1. 


EMPLOYER

2. 

DIRECTORATE CORPORATE SERVICES

ACTING DIRECTOR CORPORATE SERVICES
MS. LM RAMOROLA

TOTAL WEIGHTING PER KEY PERFORMANCE AREA (KPA) = 100%

Municipal Institutional Development and Transformation (11)

Good Governance and Public Participation (16)

Local Economic Development (2)

Municipal Financial Viability & Management (5)

32%
47%
6%
15%

67
15%

Municipal Financial Viability & Management (5)

OPERATIONAL

IDP Linkage / Project ID	Budget Linkage	Item Nr.	Responsible Person	Key Performance Area (KPA)	Back to Basics	Weighting	Objectives	Key Performance Indicators (KPI) and Type	Annual Performance Target	Budget	Revised Target / Adjustment	Base Line	Quarter	Quarterly Projected Target	Rating Key	Quarterly Actual Achievement	Actual Expenditure	Reason for Deviation	Planned Remedial Action	Comments	Portfolio of Evidence		
												Demand	Backlog										
Operational	N/A	DCS1	LM Ramorola	Good Governance and Public Participation	Good Governance	2.93%	To ensure that the mandate of council is executed	% of Resolutions implemented within required timeframe	Implementing 90% of all municipal manager / MayCo +/- resolutions by June 2017	R 0	Mid-Year Assessment EM02/2017 dated 23/01/2017 C16/2017 dated 31/01/2017	100%	10%	1	Nr. received / Nr implemented 90%		14 received / 7 executed 50%				Others for cognizance & resolutions. Execution letters / notes	Nr of council resolutions. Execution letters / notes	
														2	Nr. received / Nr implemented 90%		6 received / 3 executed 50%		Handover report Notice Adverts		Average of 50%		
														3	Nr. received / Nr implemented 90%		8 received / 4 executed 50%						
														4	Nr. received / Nr implemented 90%								
Operational	N/A	DCS2	LM Ramorola	Good Governance and Public Participation	Good Governance	2.93%	To reduce risk areas and protect the municipality against legal actions	% of all identified high risks managed by implementing corrective measures	Managing 90% of all identified high risks by implementing corrective measures by June 2017	R 0		100%	10%	1	Nr. received / Nr implemented 90%		2 received / 0 implemented 0%			The system received from Province but not yet implemented.	Matter escalated to Risk Committee	HR to implement plan	Identify risks (regular portion). Solutions
														2	Nr. received / Nr implemented 90%		2 received / 0 implemented 0%		The system received from Province but not yet implemented.	Matter escalated to Risk Committee	Average of 0% HR to implement plan		
														3	Nr. received / Nr implemented 90%		6 received / 3 partially resolved / 2 not resolved				PMS - Partially resolved is not resolved - only 1 resolved		
														4	Nr. received / Nr implemented 90%								
Operational	N/A	DCS3	LM Ramorola	Good Governance and Public Participation	Good Governance	2.93%	To ensure that the quality of the information is on an acceptable standard	Directorate's 2016/17 Annual Report input provided before the draft annual report	Providing the directorate's 2016/17 Annual Report input before the draft annual report is tabled by August 2017	R 0	Credible 2015/16	Credible 2015/16 Annual Report input provided	None	1	Credible 2016/17 Annual Report input provided		Inputs submitted. Annual Report				No POE on file	Completed AR template	
														2	-		-						
														3	-		-						
														4	-		-						
Outcome 9 - Output 1	N/A	DCS4	LM Ramorola	Good Governance and Public Participation	Good Governance	2.93%	To ensure that the programmes and projects of the directorate are incorporated	Directorate's IDP inputs provided before the 2017/18 IDP is tabled	Providing the directorate's IDP inputs before the 2017/18 IDP is tabled by 30 May 2017	R 0		Credible 2017/18 IDP inputs provided	None	1	-		-					IPD needs and priority list	
														2	-		-						
														3	-		-						
														4	Credible 2017/18 IDP inputs provided		-						
Operational	N/A	DCS5	LM Ramorola	Good Governance and Public Participation	Good Governance	2.93%	To ensure that the all the directorates KPIs are catered for	Directorate's SDBIP inputs before the draft 2017/18 SDBIP is	Providing the directorate's SDBIP inputs before the draft 2017/18 SDBIP is submitted by 25 May 2017	R 0		Credible 2017/18 SDBIP inputs provided	None	1	-		-					Top layer SDBIP	
														2	-		-						
														3	-		-						
														4	Credible 2017/18 SDBIP inputs provided		-						

Handwritten signature/initials

Handwritten signature/initials

8

[Signature]

Compliance	205505227/000	ADM4	JF van Rensburg	Municipal Financial Viability & Management	Financial Management	2.93%	To collect revenue to ensure sound financial matters	R value income collected from rental of council halls of council halls by June 2017	Collecting income on the rental of council halls by June 2017	R 395 842	None	None	1	R 98 960 25%				R 122 660.0	Income more due to more bookings than expected.		GO40's and income not the same. Receipt codes not working at paypoints. See attached e-mail correspondence to	Quarterly reports GO40.
													2	R 197 921 50%				R 237 337	Income low due to closure of halls from 15-31 December 2016	N/A		
													3	R 296 881 75%				66%				
													4	R395 842 100%								
													1	Notices issued. Updated Register. Progress report to Council			2 Notices were issued to departments for contracts expiring in December and in November respectively. Register was updated. No report not Council.	New councillor inauguration during August 2016 and council meeting of September 2016 only dealt with legislative issues. No progress reports were dealt with	Progress report to be submitted to council during October 2016	Contract Register Notice letters Follow-up letter Updated Register		
2	Notices issued. Updated Register. Progress report to Council	2 Notices were issued to departments for contracts expiring in February and in March 2017 respectively. Register was updated. report was submitted to Mayo to report to Council.	New councillor inauguration during August 2016 and council meeting of September 2016 only dealt with legislative issues. No progress reports were dealt with	Report was submitted to Mayo dated 11 October 2016																		
3	Notices issued. Updated Register. Progress report to Council	No notices issued in that the were no agreements terminated. Register was updated. report was submitted to Mayo to report to Council.		Report was submitted to Council. See attached mayo resolution for January 2017 (88/2017)																		
4	Notices issued. Updated Register. Progress report to Council																					

K82



Operational	N/A	LAN1	M Mokhamsi	Good Governance and Public Participation	Financial Management	2.93%	To comply with legal requirements (see 116 of MFMA)	Percentage of SLA are signed to all allocated tenders, as received from SCM	Ensuring 100% SLA are signed to all allocated tenders / projects as received from SCM by June 2017	R 0		100%	None	1	Nr received / Nr signed 100%		14 Documents were received and 14 SLA's were drafted and signed by both parties. 100%					Contract Register Notice letters Follow-up letter Updated Register
Operational	N/A	C Sefanyiso		Good Governance and Public Participation	Financial Management	2.93%	To recover non-paid Council sold stands to address the shortage of land for Council	Non-paid Council sold stands older than 10 years recovered	Recovering all non-paid Council sold stands older than 10 years by June 2017	R 0		Already cancelled several contracts.	None	2	Letters of intent to purchasers (continuous process)		Land Affairs is continuously writing letters of intent to purchase. Council Attorneys are also continuously engaged to pursue the transactions in order to finalise them.					Letters / copies of intent. Report to Council. Progress report. Verus accounts. Deeds search. Council resolution
Operational	N/A											Process of writing letters of intent still ongoing.	None	3	Recover resolved stands (continuous process)		Land Affairs is continuously writing letters of intent to purchase. Council Attorneys are also continuously engaged to pursue the transactions in order to finalise them.					A report will be submitted if the status of this matter changes.
Operational	N/A													4	Recover resolved stands - Project completed		Land Affairs is continuously writing letters of intent to purchase. Council Attorneys are also continuously engaged to pursue the transactions in order to finalise them.					
														4	Nr received / Nr signed 100%		16 Documents were received and all SLA's were drafted and only one (01) SLA signed by both parties.					Report will be submitted to Council in November
														3	Nr received / Nr signed 100%		5 Documents were received and 4 SLA's were drafted and only 1 SLA not signed by both parties. 80%					Report not submitted for November 206 Council. A report is submitted to Council if there is anything to report on. In November there was still nothing new to report on.
														2	Nr received / Nr signed 100%		14 Documents were received and 14 SLA's were drafted and signed by both parties. 100%					A report will be submitted if the status of this matter changes.
														1	Nr received / Nr signed 100%		14 Documents were received and 14 SLA's were drafted and signed by both parties. 100%					

WJL



Compliance	N/A	SKIL4	SB Masibi	Municipal Institutional Development and Transformation	Institutional Capacity	2.93%	To spend a percentage of municipality's budget on implementing its workplace skill plan (National Indicator)	SETA Training Income/Rec for 2016/16	Income collected for SETA Training Income/Rec for 2016/17 by June 2017	R 4 000 000	R 4 000 000	11 EECF meetings conducted	None	1	R 200 000 5%			R0	Training Income is determined by LGSETA	Request LGSETA to speed up the payments of Mandatory Grants to Municipalities	Vole Number. Reimbursement letter from SETA
Compliance	N/A	SKIL7	SB Masibi	Municipal Institutional Development and Transformation	Institutional Capacity	2.93%	To comply with EE legislation	Employment Equity Report submitted to the Department of Labour	Electronically submitting the 2016/17 Employment Equity Report to Department of Labour by 15 January 2017	R0	R0	EEP 2016/17 submitted	None	2	2016/17 EE report submitted to DoL			2016/17 EE report was submitted electronically to DoL	Training Income is determined by LGSETA	Request LGSETA to speed up the payments of Mandatory Grants to Municipalities	Proof of submitting EEP Report
Operational	N/A	SKIL5	SB Masibi	Municipal Institutional Development and Transformation	Institutional Capacity	2.93%	To comply with WSP legislation	Annual WSP / ATR submitted to LGSETA	Submitting 2017/18 WSP / 2016/17 ATR to LGSETA by April 2017	R0	R0	2017/18 WSP / 2016/17 ATR submitted	None	4	2017/18 WSP / 2016/17 ATR submitted			R0	Training Income is determined by LGSETA	Request LGSETA to speed up the payments of Mandatory Grants to Municipalities	WSP Plan. ATR
NKP - Indicator	2000002305425	SKIL4	SB Masibi	Municipal Financial Viability & Management	Institutional Capacity	2.93%	To spend a percentage of municipality's budget on implementing its workplace skill plan (National Indicator)	SETA Training Income/Rec for 2016/16	Income collected for SETA Training Income/Rec for 2016/17 by June 2017	R 4 000 000	R 4 000 000	11 EECF meetings conducted	None	3	R 200 000 5%			R0	Training Income is determined by LGSETA	Request LGSETA to speed up the payments of Mandatory Grants to Municipalities	Vole Number. Reimbursement letter from SETA



Compliance	N/A	SKULB	SB Masib	Municipal Institutional Development and Transformation	Institutional Capacity	2.93%	To ensure effective human resource management	Number of skills gaps of all level 1 - 6 personnel identified and employees capacitated	Identifying the skills gaps of all level 1 - 6 employees in the Corporate and Municipal & Environmental Services directorates and capacitating 100% of by June 2017	R 0		Skills gaps identified - Corporate & Mtn & Environmental	None	Corporate Services	 1 Municipal & Environmental Services 2 Municipal & Environmental Services 3 - 4 -	Skills Audit was conducted to all Municipal Employees including Corporate Services officials. Attached hereto is the schedule for the skills audit conducted.	Skills Audit was conducted to all Municipal Employees including Corporate Services officials. Attached hereto is the schedule for the skills audit conducted.	Old information on file					Notices: Attendance register. Minutes
Operational	N/A	EAP1	L Mothisi	Municipal Institutional Development and Transformation	Institutional Capacity	2.93%	To conduct training to create life skills awareness amongst employees	Number of training sessions conducted	Conducting 4 life skills training session for council employees by June 2017	R 0	4 Life skills training session conducted	Skills gaps identified - Corporate & Mtn & Environmental	None	Corporate Services	 1 Training session 2 Training session 3 Training session 4 Training session	1 Training session conducted - Addressing HIV / AIDS in the workplace	1 Training session was conducted for Peer Educators.	For this training session, Training vote was utilized for the payment of R76 500 to the Training Service					Notices: Attendance register. Workshop material. GO40
Operational	2055451051226	EAP2	L Mothisi	Municipal Institutional Development and Transformation	Institutional Capacity	2.93%	To conduct wellness events to create awareness amongst employees	Number of wellness events conducted	Conducting 2 wellness events for council employees by June 2017	R 20 000	2 Wellness events conducted - R 20 000	Skills gaps identified - Corporate & Mtn & Environmental	None	Corporate Services	 1 Wellness event R 10 000 2 Wellness event R 20 000 3 Wellness event R 20 000 4 Wellness event R 20 000	1 Wellness & AIDS day event was conducted for Council employees.							Notices: Attendance register. Workshop material. GO41
Internal		LR1	A Sebelele	Internal Development and Transformation	Capacity	2.93%	To hold LLF meetings to ensure industrial harmony	Number of LLF meetings conducted	Converting 11 LLF meetings by June 2017	R 0	2 Wellness events conducted - R 20 000	Skills gaps identified - Corporate & Mtn & Environmental	None	Corporate Services	 1 Wellness event R 10 000 2 Wellness event R 20 000 3 Wellness event R 20 000 4 Wellness event R 20 000	0	Three meetings were arranged for the quarter as per schedule, but the three meetings could not quorate and were postponed	To request intervention of the Acting Municipal Manager by instruct all LLF members to attend meetings as per schedules in order to comply with the legislation.					Notices: Attendance register. Minutes




WJN



Compliance	203035 1053629	EM4	N Baholo	Good Governance and Public Participation	Public Participation	2.93%	To host a Mandela Day event to do goodwill to each other	Mandela Day event hosted	Hosting 1 Mandela Day event by July 2016	R 70 000			Bursaries awards. F	None	3	Awards awarded		Advertisement, Report for establishment of Committee & Resolution, Selection Criteria Resolution (Mayco 962017) Invitation to meetings and Attendance Register and GO 40	The resolution is awaiting the EM's Signature	Obtain MM signature	No POE on file	Advertisement, Attendance Register, Report to Council, Vote Number, GO40, Photos
Compliance	203035 1053629	SP41	I Molingoe	Good Governance and Public Participation	Public Participation	2.93%	To implement a Community Development Plan to identify community needs, challenges and to comply with legislation	Community Based Plan (CBP) implemented	Implementing the Community Based Plan (CBP) in 39 wards and submitting report to Council by June 2017	R 1 767 600	R 1 767 600		1 Mandela Day event hosted and 1 Memorial service held, R 70 000	None	4	Awards awarded		Mandela Day event hosted			Resolution ADM 41/2016 and GO 40	Register, Report to Council, Vote Number, GO40, Photos
Outcome 9 - Output 3	203040 1050632	SP41	I Molingoe	Good Governance and Public Participation	Public Participation	2.93%	To comply with MSA 32 of 2000 Chapter 6 sec 42 to evaluate on service delivery rendered by council	Number of public satisfaction reports submitted to council	Submitting 4 public satisfaction reports to council to identify and evaluate service delivery within KOSH area by June 2017	R 0			Report submitted to council, R 1 767 600	None	4	Awards awarded		Not done	Item to be reviewed	Progress to be reported next quarter	Establishment of Ward Committees not finalized yet	Register, Progress report, Notices, agendas & attendance registers, Council resolution
Operational	203040 1055730	SP45	I Molingoe	Municipal Institutional Development and	Good Governance	2.93%	To comply with MSA 32 of 2000 Chapter 6 sec 42 to evaluate on service delivery rendered by council	Number of public satisfaction reports submitted to council	Submitting 4 public satisfaction reports to council to identify and evaluate service delivery within KOSH area by June 2017	R 0			Report submitted to council, R 1 767 600	None	4	Awards awarded		Not done	New personnel in office	Progress report and program to be reported next quarter	Survey forms to be designed and program to be drafted	Survey forms, Reports to Council, Council resolution
Operational	203045 1051222	WHM	V Matiyana	Good Governance and Public Participation	Public Participation	2.93%	To conduct moral re-generations workshops as per national legislation to promote social development within communities	Number of moral re-generation workshops and events in KOSH conducted	Conducting 2 moral re-generation workshops and 2 community events (as per programme) in KOSH by June 2017	R 300 000			2 Moral re-generation workshops and 2 community events	None	4	Awards awarded		1 Workshop and 1 Event	No plan in place	Program drafted and to be developed a template	Survey forms to be designed and program to be drafted	Notices & Attendance Register Report to Council resolution