

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

M.M.E. KGAILE

in her capacity as

Executive Mayor

(hereinafter referred to as the **Employer**)

And

T.S.R. NKHUMISE

As the

Municipal Manager

(hereinafter referred to as the **Employee**)

For the Period

1 May 2017 to 30 June 2017

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The **CITY OF MATLOSANA** herein represented by **MALEETOANE MAETU ELIZABETH KGAILE (ID NR. 6410250294084)** in her capacity as the **EXECUTIVE MAYOR** (hereinafter referred to as the **Employer**) and **THEETSI SOLOMON ROGER NKHUMISE (ID NR. 7212265390082)** in his capacity as the **MUNICIPAL MANAGER** 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.

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3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **1 MAY 2017** and will remain in force until **30 JUNE 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	5%
Municipal Institutional Development and Transformation	5%
Local Economic Development (LED)	5%
Municipal Financial Viability and Management	11%
Good Governance and Public Participation	74%
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%

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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.

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- (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.

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.

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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:

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

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- 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;

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

13. GENERAL

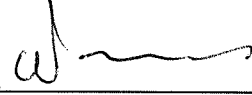
- 13.1 The contents of this agreement and the outcome of any review conducted in terms of (Annexure A) may be made available to the public by the **Employer**.
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his/ her contract of 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 2015 Performance Management System Framework document.

Thus **done** and **signed** at **KLERKSDORP** on this the **19** day of **APRIL 2017**

AS WITNESSES:

1. 


EMPLOYEE

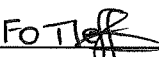
2. 

Thus **done** and **signed** at **KLERKSDORP** on this the **19** day of **APRIL 2017**

AS WITNESSES:

1. 


EMPLOYER

2. 

OFFICE OF THE MUNICIPAL MANAGER

ACTING MUNICIPAL MANAGER
MR. SG MABUDA

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

5% Service Delivery & Infrastructure Development (2)
5% Municipal Institutional Development and Transformation (2)
5% Local Economic Development (2)
11% Municipal Financial Viability & Management (4)
74% Good Governance and Public Participation (28)

Good Governance and Public Participation (28)																	74%	
IDP PROJECTS																		
IDP Linkage / Project ID	Budget Linkage	Item Nr.	Responsible Person	Key Performance Indicators (KPI) and Type	Annual Performance Target	Budget	Revised Target / Adjustment Budget	Current Status	Base Line	Quarter	Quarterly Projected Target	Rating Key	Quarterly Actual Achievement	Actual Expenditure	Reason for Deviation	Planned Remedial Action	Comments	Portfolio of Evidence
				Objectives					Demand	Backlog								
IDP - MIG Funding	200000401000000	MM1	E Morume	MIG funding spent to ensure the upgrading and maintenance of infrastructure in the KOSH	Spending of MIG grants allocated to the City of Matlosana by June 2017	R 83 151 440		R78 351 695	R 83 151 440		1 5% R 24 945 432 30% R 41 575 720 50% R 83 151 440 100%		11% 43.39%	R 9 201 055 R 36 080 951	Slow spending as a	Slow	Accerelated MIG spending	Printout from Main Ledger Account
IDP - MIG Roll-Over Funding	200000403000000	MM2	E Morume	MIG roll-over grants spent to ensure the upgrading and maintenance of infrastructure in the KOSH	Spending of MIG roll-over grants allocated to the City of Matlosana by June 2017	R 6 141 304	Roll-Over CC22/2017 dated 31/01/2017	R 16 490 853	R 6 141 304	R 0	1 2 3 4		- - R3 070 652 50% R6 141 304 100%					PAC report Vote number.
OPERATIONAL																		
IDP Linkage / Project ID	Budget Linkage	Item Nr.	Responsible Person	Key Performance Indicators (KPI) and Type	Annual Performance Target	Budget	Revised Target / Adjustment Budget	Current Status	Base Line	Quarter	Quarterly Projected Target	Rating Key	Quarterly Actual Achievement	Actual Expenditure	Reason for Deviation	Planned Remedial Action	Comments	Portfolio of Evidence
				Objectives					Demand	Backlog								
Operational	N/A	MM3	E Morume	To ensure that the mandate of council is executed	Implementing 90% of all municipal manager / MayCo / administrators' council resolutions by June 2017	R 0	Mid-Year Assessment EM02/2017 dated 23/01/2017 C16/2017 dated 31/01/2017	83.82% (173 Resolved / 145 Resolved)	100%	10%	1 Nr. received / Nr. implemented 90% 2 Nr. received / Nr. implemented 90% 3 Nr. received / Nr. implemented 90% 4 Nr. received / Nr. implemented 90%		32 received / 22 implemented 54 received / 27 implemented 50%		Divisions did not perform Divisions did not perform as expected	Monitoring of Divisions to be conducted monthly		Nr of council resolutions, Execution letters / notes
Operational	N/A	MM4	E Morume	To reduce risk areas and protect the municipality against legal actions	Managing 90% of all identified high risks by implementing corrective measures by June 2017	R 0		57% (91 received / 52 mitigated)	100%	10%	1 90% 2 90% 3 Nr. received / Nr. resolved 90% 4 Nr. received / Nr. resolved 90%		55 received / 13 resolved 44 received / 15 resolved		Divisions did not perform Divisions did not perform	Monitoring of Divisions to	Identify risks (register portion), Solutions	
Operational	N/A	MM5	E Morume	To ensure that the quality of the information is on an acceptable standard	Providing the directorate's 2015/16 Annual Report input before the draft annual report is tabled by August 2016	R 0		Credible 2014/15 Annual Report input provided	Credible 2015/16 Annual Report input provided	None	1 Credible 2015/16 Annual Report input provided 2 - 3 - 4 -		Credible 2015/16 Annual Report				Completed AR template	
Outcome 9 - Output 1	N/A	MM6	E Morume	To ensure that the programmes and projects of the directorate are incorporated	Providing the directorate's IDP inputs before the 2017/18 IDP is tabled by 30 May 2017	R 0		Credible 2016/17 IDP inputs provided	Credible 2017/18 IDP inputs provided	None	1 - 2 - 3 - 4 Credible 2017/18 IDP inputs provided		- - - -				IPD needs and priority list	

Compliance	N/A	MM12	E Mourne	Good Governance and Public Participation	Good Governance	2.64%	To table the Audited Annual Report to comply with section 121 of MFMA	Audited 2015/16 Annual Report tabled before Council	Tabling the Audited 2015/16 Annual Report before Council by 31 January 2017	R 0	2014/15 Annual Report tabled - CC1/2016 dated 29 January 2016	2015/16 Annual Report tabled	None	1 - 2 - 3 - 4 -		2015/16 Annual Report tabled CC15/2017 dated 31/01/2017					Item: Council Resolution
Compliance	N/A	MM13	E Mourne	Good Governance and Public Participation	Good Governance	2.64%	To approve the Mid-Year Assessment Report to comply with section 72 of the MFMA	2016/17 Mid-Year Assessment Report approved by the Executive Mayor	Approving the 2016/17 Mid-Year Assessment Report by the Executive Mayor by 23 January 2017	R 0	2015/16 Mid-Year Assessment Report approved - CC2/2016 dated 29 January 2016	2016/17 Mid-Year Assessment Report approved	None	1 - 2 - 3 - 4 -		2016/17 Mid-Year Assessment Report approved. EM02/2017 dated 23/01/2017 C16/2017 dated 31/01/2017					MM Resolution, Council Resolution
Compliance	N/A	MM14	E Mourne	Good Governance and Public Participation	Good Governance	2.64%	To approve the final SDBIP to ensure compliance with legislation	Final 2017/18 SDBIP approved by Executive Mayor	Approving final 2017/18 SDBIP by Executive Mayor (28 days after approval of budget) by June 2017	R 0	Final 2015/16 SDBIP tabled 29 January 2016	Final 2017/18 SDBIP approved	None	1 - 2 - 3 - 4 -							Executive Mayor / Administrator Signature
Compliance	N/A	MM15	E Mourne	Good Governance and Public Participation	Good Governance	2.64%	To sign the Performance Agreements to comply with legislation	2017/18 Performance Agreements with section 54A and 56 employees signed	Signing 2017/18 performance agreements with section 54A & 56 employees by June 2017	R 0	2016/17 Performance Agreements signed	2017/18 Performance Agreements signed	None	1 - 2 - 3 - 4 -							Signed Agreements MM Resolution
Compliance	N/A	MM16	E Mourne	Good Governance and Public Participation	Good Governance	2.64%	To approve the final IDP to comply with legislation	Final 2017/22 IDP approved by Council	Approving the final 2017/22 IDP by Council by May 2017	R 0	Final 2016/17 IDP approved - CC13/2016 dated 31 May 2016	Final 2017/22 IDP approved	None	1 - 2 - 3 - 4 -							Council Resolution
Outcome 9 - Output 5	N/A	MM17	E Mourne	Municipal Financial Viability & Management	Financial Management	2.64%	To control expenditure management to ensure financial sustainability	Capital expenditure as a % of planned capital expenditure	Capital expenditure as a 66% of planned capital expenditure by June 2017	R 144 615 900	86% R106 152 742	R 144 615 900	R 0	1 - 2 - 3 - 4 -		8.59% 29.59% 45.78%	R 12 435 473 R 42 797 702 R 81 954 665	Slow Accelerate Lower Accelerate Accelerate	Printout from Main Ledger Account		
Outcome 9 - Output 5	2000001100000	MM18	E Mourne	Municipal Financial Viability & Management	Financial Management	2.64%	To control expenditure management to ensure financial sustainability	% of operational budget spent on repairs and maintenance	3% of operational budget spent on repairs and maintenance by June 2017	R 105 957 770	R 73 884 144 93%	R 105 957 770	R 0	1 - 2 - 3 - 4 -		0.43% 1.05% 1.50%	R 12 170 720 R 33 582 855 R 56 986 054	Slow Slow Slow Slow Slow	Printout from Main Ledger Account		
Compliance	N/A	MM19	E Mourne	Good Governance and Public Participation	Good Governance	2.64%	To approve the budget in order to comply with legislation	2017/18 Budget planning process time table tabled	MIG expenditure as 75% 90% of annual allocation by June 2017 (excluding roll-overs)	R 83 151 440	R 78 351 696 92.73%	R 83 151 440	R 0	1 - 2 - 3 - 4 -		11% 43.39% 61.00%	R 9 201 055 R 36 080 951 R 51 075 369	Slow Slow Slow Slow Slow	Time Table, Council resolution		



Outcome 9 - Output 5	N/A	MM20	E Morume	Good Governance	Good Governance and Public Participation	Good Governance	2.64%	To approve the budget in order to comply with legislation	Final 2017/18 budget approved	Approving the final 2017/18 budget by May 2017	R0																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
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Outcome 9 - Output 5	N/A	MM25	E Mourne	Municipal Financial Viability & Management	Financial Management	2.64%	To control credit management to ensure timely payment of creditors and service providers	% payment within 30 days from date of invoice/statement	Settling 95% 85% of all payments (creditors) done within 30 days of receipt of invoice / statement by June 2017	R 0	Mid-Year Assessment EM02/2017 dated 23/01/2017 C-16/2017 dated 31/01/2017	85% (Estimated 3000 creditors and 2500 were paid)	95%	5%	1	50%			40% on bulks services and 80% on other creditors (60%)	Revenue Enhancement project will address the current status of payment of suppliers	Dropping of collection after the speed rate of payment of suppliers	Revenue Enhancement project will address the current status of payment of suppliers	Daily cash flow management meeting is in place to prioritize payment	No POE on file	Printout from Main Ledger Account
Outcome 9 - Output 1	N/A	MM26	E Mourne	Good Governance and Public Participation	Institutional Capacity	2.64%	The number of people from employment equity target groups employed in the first three highest levels of management (National Indicator)	Number of male employees on the first three highest levels of management	Employing 29 male employees on the first three highest levels of management by June 2017 (Excluding section 54A and 56 employees)	R 0		26	29	0	3	75% 95% 83%									Personal structure
Outcome 9 - Output 1	N/A	MM27	E Mourne	Good Governance and Public Participation	Institutional Capacity	2.64%	The number of people from employment equity target groups employed in the first three highest levels of management (National Indicator)	Number of female employees on the first three highest levels of management	Employing 16 female employees on the first three highest levels of management by June 2017 (Excluding section 54A and 56 employees)	R 0		9	16	0	4	Black - 23 3 Coloured - 1 Indian - 1									Personal structure
National KPI	N/A	MM28	E Mourne	Local Economic Development		2.64%	To create jobs to reduce unemployment and enhance local economic development activities	Number of permanent and jobs exceeding 3 months jobs created - Urban Area	Creating 800 permanent and jobs exceeding 3 months through the Municipality's local economic development initiatives including capital projects by June 2017 - Urban Area	R 0		868 Jobs created	800 Jobs created	None	2	200			226 150	Planned projects not executed	Funding for projects to be submitted, the remaining jobs to be covered the next quarter	Advertised let	Follow up with SCM. Remaining jobs to be covered in the next	Identify risks (register portion). Solutions	
National KPI	N/A	MM29	E Mourne	Local Economic Development		2.64%	To create jobs to reduce unemployment and enhance local economic development activities	Number of permanent and jobs exceeding 3 months jobs created - Rural Area	Creating 30 permanent and jobs exceeding 3 months through the Municipality's local economic development initiatives including capital projects by June 2017 - Rural Area	R 0		35 Jobs created	30 Jobs created	None	4	100			13 7				Scope of work increased	Register	
Compliance	N/A	MM30	E Mourne	Good Governance and Public Participation	Good Governance	2.64%	To revise the Risk Register to determine the linkage between departmental objectives and risk activity	Risk Register revised and approved to determine the linkage between departmental objectives and risk activity	Revising the 2015/16 Risk Register to determine the linkage between departmental objectives and risk activity and approving the 2016/17 Risk Register by September 2016	R 0		2015/16 Risk Register approved by Audit Committee	2015/16 Risk Register revised and 2016/17 Risk Register approved	None	1	2015/16 Risk Register revised and 2016/17 Risk Register approved			Risk register presented to audit committee. AC to submit it to council for approval					Risk register. Notices. Attendance register. Risk Assessment report. Audit Committee minutes	



Compliance	N/A	MM31	Good Governance and Public Participation	Good Governance	2.64%	To conduct Risk assessment to ensure good governance and to comply with legislation	Risk Assessment conducted on emerging risks	Conducting 4 Risk Assessments with Council departments on emerging risks by June 2017	R 0	2 Risk Assessments conducted	4 Risk Assessment workshops	None	1	1 Risk Assessment	1 Risk Assessment conducted per department	1 Risk Assessment conducted per department	1 Risk register. Minutes.
Compliance	N/A	IA1	Good Governance and Public Participation	Good Governance	2.64%	To conduct Audit Committee Meetings to ensure good governance	Number Audit Committee meetings held to ensure an effective discharging of responsibilities	Holding 4 Audit Committee meetings to ensure an effective discharging of responsibilities by June 2017	R 0	6 Audit Committee meetings held	4 Audit Committee meetings held	None	1	1 Risk Assessment	1 Risk Assessment conducted per department	2 special meetings held due review of AFS 1 Special meeting AG report	Notice, Minutes & Attendance Register
Compliance	N/A	IA2	Good Governance and Public Participation	Good Governance	2.64%	To issue Performance Information Audit Reports to ensure compliance with legislation	Number of performance information audit reports issued to assess the efficiency and effectiveness of performance achieved	Issuing 4 Performance information audit reports to the Audit Committee to assess the efficiency and effectiveness of performance achieved by Council by June 2017	R 0	4 Performance information audit reports issued	4 Performance information audit reports issued	None	1	4th Quarter report of 2015/16 performance information	4th Quarter report of 2015/16 performance information	1st Quarter report of 2016/17 2nd Quarter report of 2016/17	Quarterly report, Notice, Minutes & Attendance Register
Compliance	N/A	IA3	Good Governance and Public Participation	Good Governance	2.64%	To report on recommendations raised by internal audit and AG to ensure sound financial and administrative management	Number of action plan register and progress reports on the Auditor General's report and Internal Auditor's findings submitted to the Audit Committee	Submitting 4 progress reports on the updated action plan register to the Audit Committee on findings raised by the Auditor General and Internal Audit by June 2017	R 0	1 Follow-up report	4 Progress reports	None	1	1 Progress report submitted	1 Progress report submitted	1 Progress report submitted	Action Plan Register, Progress report, Minutes
Compliance	N/A	IA4	Good Governance and Public Participation	Good Governance	2.64%	To issue activity reports to ensure good governance	Number activity reports issued to the Audit Committee and Accounting Officer on the progress of rolling out the audit plans	Issuing 4 activity reports to the Audit Committee and Accounting Officer on the progress of rolling out the audit plans by June 2017	R 0	4 Activity reports issued	4 Activity reports issued	None	1	1	1	1	4 Activity Reports, Audit Committee minutes, Proof of submission to
Compliance	N/A	IA5	Good Governance and Public Participation	Good Governance	2.64%	To adopt the Internal Audit Charter to comply with legislation	Reviewed IA Charter adopted in accordance with IIA standards	Adopting the reviewed IA Charter (2017/18) in accordance with IIA standards by June 2017	R 0	4 Activity reports issued	4 Activity reports issued	None	1	1	1	1	2017/18 Internal Audit Charter, AC approval

