

REPORT TO THE EXECUTIVE MAYOR

File No.: 3/1/2

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SUBMISSION OF BUFFALO CITY METROPOLITAN MUNICIPALITY SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN, PERFORMANCE AGREEMENTS AND PERFORMANCE PLANS FOR MUNICIPAL MANAGER AND SECTION 56 MANAGERS FOR 2022/2023 FINANCIAL YEAR

1. PURPOSE

The purpose of the report is for the Executive Mayor to **APPROVE** 2022/2023 BCMM Service Delivery and Budget Implementation Plan, Performance Agreements and Performance Plans of the Municipal Manager and Senior Managers appointed in terms of Section 56 of Local Government Municipal Systems Act.

2. AUTHORITY

The Executive Mayor



3. LEGAL / STATUTORY REQUIREMENTS

- 3.1 The Constitution of the Republic of South Africa, 1996
- 3.2 Municipal Systems Act, Act 32 of 2000 and Regulations
- 3.3 Municipal Budget and Reporting Regulations, 2001
- 3.4 The Local Government: Municipal Finance Management Act 56 of 2003;

4. BACKGROUND

Section 53 (1) © of the MFMA, states that:

“(i) the Mayor of a municipality must take all reasonable steps to ensure -

(ii) that the municipality’s service delivery and budget implementation plan is approved by the mayor within 28 days after the approval of the budget; and

(iii) that the annual performance agreements as required in terms of section 57 (1)(b) of the Municipal Systems Act for the municipal manager and all senior managers –

(aa) comply with this Act in order to promote sound financial management;

(bb) are linked to the performance objectives approved with the budget and to the service delivery and budget implementation plan.”

Furthermore, section 53 (3) stipulates that:

“the Mayor must ensure that the revenue and expenditure projections for each month and service delivery targets and performance indicators for each quarter, as set out in the SDBIP are circulated or made public no later than 14 days after approval of the SDBIP.”

5. EXPOSITION OF FACTS

The SDBIP is a management, implementation and monitoring tool which assists the Mayor, Councillors, Accounting Officer, Senior Managers and the community with the realisation of Municipality’s strategic objectives as contained in the Integrated Development Plan. It also seeks to ensure monitoring and execution of the budget, performance of senior management and achievement of the service delivery objectives set by council. SDBIP enhances the principle of democratic and accountable local government as enshrined in section 152 of the Constitution of the Republic of South Africa.

BCMM Integrated Development Plan and Budget for 2022/2023 was adopted by the Council on the 31 May 2022, therefore it is for this reason that the BCMM Accounting Officer has developed and submitted BCMM Service Delivery and Budget Implementation Plan and the performance agreements of the Municipal Manager and section 56 managers to the Executive Mayor for **APPROVAL**.

6. CHALLENGES

The institutional readiness and capacity compromise the comprehensive implementation of circular 88 addendums. This affected the SDBIP of the institution in terms of setting realistic targets that will be attainable as some of these C88 indicators are still new to the institution and all other Metros of the country.

7. OTHER PARTIES CONSULTED

7.1 City Manager

7.2 All HOD's

8. FINANCIAL IMPLICATIONS

None

9. STAFF IMPLICATIONS

None

10. RECOMMENDATIONS

It is recommended that:

The Executive Mayor **APPROVES:**

10.1. Buffalo City Metropolitan Municipality Service Delivery and Budget Implementation Plan (SDBIP) 2022/2023,

10.2. Performance Agreements of the City Manager and Officials appointed in terms of section 56 of the local Government: Municipal System Act.

10.3. Performance Plans of the City Manager and Officials appointed in terms of section 56 of the local Government: Municipal System Act.



MS O. MAHLANGU

ACTING HEAD OF DIRECTORATE: EXECUTIVE SUPPORT SERVICES

DATE: 28/06/2022



MR N. NCUNYANA

SUPPORTED / ~~NOT SUPPORTED~~

ACTING CITY MANAGER: BUFFALO CITY METROPOLITAN MUNICIPALITY

DATE: 28/06/2022

PAKATI

MR X. PAKATI

APPROVED / NOT APPROVED

EXECUTIVE MAYOR: BUFFALO CITY METROPOLITAN MUNICIPALITY

DATE: 28/06/2022

ANNEXURES

Annexure A: 2022/2023 Performance Agreements and Performance Plans of Municipal Manager and Section 56 Managers

Annexure B: Quarterly projections of service delivery targets and performance indicators for each vote (SDBIP 2022/2023)

Annexure C: Monthly projections of Revenue to be collected by source

Annexure D: Monthly projections of expenditure (operating and capital) for each vote

Annexure E: Ward Information for expenditure and Service Delivery and Detailed capital works plan broken down by ward over 3 years



**Annexure A: 2022/2023 Performal Performance Agreements and
Performance Plans of Municipal Manager and Section 56
Managers**

Buffalo City Metropolitan Municipality

Performance Agreement

ACTING CITY MANAGER



2022/2023

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

MR XOLA PAKATI

In his capacity as the Executive Mayor of the Buffalo City Metropolitan
Municipality

AND

MR NCEBA NCUNYANA

In his capacity as

ACTING CITY MANAGER

FOR THE

FINANCIAL YEAR: 1 JULY 2022 – 30 JUNE 2023

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

Mr XOLA PAKATI in his capacity Executive Mayor (hereinafter referred to as the Employer)

And

Mr NCEBA NCUNYANA, in his capacity as Acting Municipal Manager an Employee of the Buffalo City Metropolitan 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. The Employer and the Employee are hereinafter referred to as "the Parties."
- 1.2. Section 57(1) (b) of the Systems Act, 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.

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;
- 2.2. Specify objectives and targets established for the Employee and communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3. Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4. Monitor and measure performance against set targeted outputs;
- 2.5. Use the Performance Agreement and Performance Plan as the basis

for assessing whether the Employee has met the performance expectations applicable to the position;

- 2.6. Reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7. Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1. This Agreement will commence on the **1 July 2022** and will remain in force until a new official appointment is made or another incumbent is appointed to act whereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between 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 employment for any reason or period of acting as the case may be.
- 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, the Service Delivery and Budget Implementation Plan and the Budget of the Employer; and include key objectives, key performance indicators, target dates and weightings.

- 4.3 The key objectives i.e. the main tasks that need to be done, the key performance indicators i.e. the evidence that must be provided to show that a key objective has been achieved, the target dates i.e. the timeframe in which the work must be achieved and the weightings i.e. the relative importance of the key objectives to each other.
- 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 hereby agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer and to actively focus on the promotion and implementation of the Strategic Outcomes (SO's) (including special projects relevant to the Employee's responsibilities) within the local government framework.
- 5.2 The Employee hereby accepts that the purpose of the performance management system is 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 hereby agrees to consult the Employee about the specific performance standards that are included in the performance management system as applicable to the Employee.

6 APPLICATION OF THE PERFORMANCE MANAGEMENT SYSTEM

- 6.1 The criteria upon which the performance of the Employee is assessed consists of two components, both of which are contained in this Performance Agreement.
- 6.1.1 The Employee will be assessed against both components, with a weighting of 80 allocated to the Strategic Outcomes (SO's) and 20 to Core Competency Requirements (CCR's).
- 6.1.2 Each area of assessment will be weighted and contribute a specific value to the total score.
- 6.1.3 SO's covering the main areas of work will account for 80% and CCR's will account for 20% of the final assessment.

6.2 The Employee's assessment will be based on his performance in terms of the outputs / outcomes (performance indicators) identified in the Performance Plan (Annexure A), which are linked to the SO's, and constitute 80% of the overall assessment result in accordance with the weightings agreed to between the Employer and the Employee and set out hereunder:

MGDS/IDP/SDBIP Strategic Outcomes (SO's)	Weighting
An innovative and productive city	19%
A green city	10%
A connected city	19%
A spatially transformed city	12%
A well governed city	40%
Total	100%

6.3. Core Competency Requirements (CCR's) which are weighted at 20%

The CCRs which are deemed most critical to the employee's specific function have been prescribed by the Municipal Regulations of 2014 which are applicable to Senior Managers. There is no hierarchical connotation to the structure and all competencies are essential to the role of a senior manager to influence high performance. Will be selected from a list and agreed upon with the employer, with consideration for proficiency levels as agreed between the two parties. Weights will further be assigned to the CCRs selected.

This refers to a separate component dealing with competency and expected behaviour

Table 1: Core Competency Requirements from Regulations (2014)

COMPETENCY FRAMEWORK FOR SENIOR MANAGERS					
LEADING COMPETENCIES		Achievement Levels	Weight (%)	CM's Achievement Level	Executive Mayor's Score Level
Strategic Direction and Leadership	<ul style="list-style-type: none"> ▪ Impact and Influence ▪ Institutional Performance Management ▪ Strategic Planning and Management ▪ Organisational Awareness 	Basic	12%		
		Competent			
		Advanced			
		Superior			
People Management	<ul style="list-style-type: none"> ▪ Human Capital Planning and Development ▪ Diversity Management ▪ Employee Relations Management 	Basic	12%		
		Competent			
		Advanced			

	<ul style="list-style-type: none"> Negotiation and Dispute Management 	Superior			
Programme and Project Management	<ul style="list-style-type: none"> Program and Project Planning and Implementation Service Delivery Management Program and Project Monitoring and Evaluation 	Basic	12%		
		Competent			
		Advanced			
		Superior			
Financial Management	<ul style="list-style-type: none"> Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring 	Basic	10%		
		Competent			
		Advanced			
		Superior			
Change Leadership	<ul style="list-style-type: none"> Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation 	Basic	9%		
		Competent			
		Advanced			
		Superior			
Governance Leadership	<ul style="list-style-type: none"> Policy Formulation Risk and Compliance Management Cooperative Governance 	Basic	9%		
		Competent			
		Advanced			
		Superior			

CORE COMPETENCIES:

	Achievement Levels	Weight (%)	CM's Achievement Level	Executive Mayor's Score Level
Moral Competence	Basic	6%		
	Competent			
	Advanced			
	Superior			
Planning and Organising	Basic	6%		
	Competent			
	Advanced			
	Superior			
Analysis and Innovation	Basic	6%		
	Competent			
	Advanced			
	Superior			
Knowledge and Information Management	Basic	6%		
	Competent			
	Advanced			
	Superior			
Communication	Basic	6%		
	Competent			
	Advanced			
	Superior			
Results and Quality focus	Basic	6%		
	Competent			

LM SG
AG⁷ ZS
NN

	Advanced			
	Superior			
Total		100%		

6.4. Achievement Level Descriptions

The achievement levels indicated in the table below serve as a guide for the assessment of CCR's:

Achievement Levels	Rating	Description
Basic	2	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention
Competent	3	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
Advanced	4	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses
Superior	5	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods

7 EVALUATING PERFORMANCE

7.1 The Performance Plan (Annexure A) attached to this Agreement sets out–

7.1.1 the standards and procedures for evaluating the Employee's performance; and

7.1.2 The intervals at which an evaluation of the Employee's performance will be performed.

7.2 Notwithstanding the agreed intervals for evaluation, the Employer may, in addition, review the Employee's performance at any reasonable time, while the contract of employment remains in force.

7.3 Personal growth and development needs identified during a performance review will be documented in a Personal Development Plan which shall also set out the actions and time frames agreed to relate thereto.

7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

7.5 The annual performance appraisal will involve:

7.5.1 An assessment of the achievement of results as outlined in the performance plan as indicated hereunder;

- (a) Each Strategic Outcome (SO) will 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 Strategic Outcome.
- (b) An indicative rating on the five-point scale will be provided for each Strategic Outcome based on the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate a final Strategic Outcome score.

7.5.2. Assessment of the CCR's

- (a) Each CCR's will be assessed according to the extent to which the specified standards have been met.
- (b) Achievement levels on paragraph 6.4 above will be used to score each CCR.
- (c) Based on the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate a final CCR's score.

7.5.3. An overall rating

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

7.6. The assessment of the Employee will be based on the following rating scale for Strategic Outcomes (SO's):

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.	
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.	

7.7. For the purposes of evaluating the annual performance of the Employee, an evaluation panel constituted of the following persons will be established-

- 7.1. Municipal Manager
- 7.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 7.3. Ward Committee member (on a rotational basis), where applicable;
- 7.4. A member of the Mayoral Committee; and
- 7.5. A Municipal Manager from another municipality.

8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1. The performance of the Employee will 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 2022 (October 2022)
Second quarter	:	October - December 2022 (January 2023)
Third quarter	:	January - March 2023 (April 2023)
Fourth quarter	:	April – June 2023 (July 2023)

8.2. The Employer shall maintain a record of the mid-year review and the annual assessment meetings.

8.3. Performance feedback based on the Employer's assessment of the Employee's performance will be provided to the Employee.

8.4. The Employer or the Employee will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons subject to consultation and agreement between the parties before any such change is concluded.

9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) addressing development gaps is attached as Annexure "B".

10. OBLIGATIONS OF THE EMPLOYER

10.1. The Employer shall and agrees to –

10.1.1. Create an enabling environment to facilitate effective performance by the Employee;

10.1.2. Provide access to skills development and capacity building opportunities;

10.1.3. Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;

10.1.4. On the request of the Employee, delegate such powers reasonably required by the Employee to enable him or her to meet the performance objectives and targets established in this Agreement;

and

10.1.5. Make available to the Employee such resources as the Employee may reasonably require from time to time to meet the performance objectives and targets established in this Agreement.

11. CONSULTATION

11.1. The Employer agrees to consult the Employee timeously where the exercising of any of the powers or decisions of the Council will have or result in, amongst others, –

11.1.1. A direct impact on the performance of any of the Employee's functions;

11.1.2. Commit the Employee to implement or to give effect to a decision made by the Employer; and

11.1.3. A substantial financial impact on the Employee or on the budget under the control of the Employee.

11.2. The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

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

12.2. A performance bonus of between 5% to 14% of the inclusive annual remuneration package for the year under consideration may be paid to the Employee in recognition of outstanding performance.

12.4. In the case of unacceptable performance, the Employer shall–

12.4.1. provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

12.4.2. after appropriate performance counselling, and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his /

her duties.

13. DISPUTE RESOLUTION

13.1 Any disputes about the nature or content of the Employee's Performance Agreement, whether it relates to key responsibilities, priorities, methods, assessments and / or any other matter provided for, shall be mediated by –

13.1.1. The Executive Mayor, within thirty (30) days of receipt of a formal dispute from the Employee; or

13.1.2. Any other person appointed by the Executive Mayor.

13.6. In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

14. GENERAL

14.1. The contents of this Agreement and the outcome of any review conducted in terms of Annexure A (Performance Plan) will be made available to the public by the Employer.

14.2. Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his / her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at East London on the 28 day of June 2022.

AS WITNESSES:


1. L. Maphilika


2. S. Gunda

Nceba Ncunzana (Employee)

Thus done and signed at East London on the 28 day of June 2022.

AS WITNESSES:

1. 
.....


.....
Xola Pakati (Executive Mayor)

2. 
.....

KFA 2	IPC8	Number of interventions implemented to retrain existing investors and promote attraction of new investors into Buffalo City	Invest Buffalo City, Dimbaza Industrial Area, Investment promotion collateral for the investment centre	3 (Re/realization of Industrial Park, (D)Invest Buffalo City, @Support for Provincial one stop shop).	3 (Re/realization of Dimbaza Industrial park, Development of Master Plan for Wissona Industrial Park @ Invest Buffalo City)	1 (Dimbaza Industrial park)	Quarterly report and Invoice	2 (1) Invest Buffalo City)	Quarterly report and Invoice	3 (1) Development of Master Plan for Wissona Industrial Park)	Copy of Master Plan for Wissona Industrial Park	N/A	N/A	3 000 000	500 000	N/A	N/A	3.2M
KFA 1	IPC3	Number of infrastructure projects for informal traders implemented	Infrastructure Project implemented for Informal traders	2 (Duncan Village, Kemaeva, Vilwa Hawker stalls)	N/A	N/A	N/A	1 Duncan Village Hawker Stalls	Completion certificate	2 (1) Ilitha Hawker Stalls	Completion Certificate	3 (1) Kemaeva Hawker Stalls	Completion Certificate	2 000 000	1 500 000	11 500 000	11 500 000	R15 000 000,00
KFA 1	IPC4	Number of interventions implemented to support SMMEs and Cooperatives	Training, Procurement of sewing and machinery for SMMEs and Cooperatives	5 (Provision of equipment and Access to Markets, SMME Roadshows, Capacity building programs, Incubation programme)	5 (Provision of machinery and equipment, Access to Markets, SMME Roadshows, Capacity building programs, Incubation programme)	1 Capacity Building Programme	Quarterly report and attendance register	2 (1) Machinery and equipment	Quarterly report, Invoices	4 (2) Access to SMME Road shows	Quarterly report Invoices	5 (1) Incubation programme	Quarterly report	R200 000,00	R400 000,00	R600 000,00	R1 200 000,00	
KFA 7	IPC6	Number of Arts, Culture and Heritage programmes implemented	Arts, Culture and Heritage projects	8 (Restoration of Bishop Desmond Tutu Centre, Education and Upgrading, Fencing of Kingsdoms Graves, Fencing of Settlers Way Cemetery, Fencing of Cattle Killing site, Quarterly Artist Support programme (Bl-Annual) x2, Memorial Stone, Fencing of EC, World War 1 site)	12 (Restoration of Bishop Desmond Tutu Centre, Education and Upgrading, Victoria Mxango Statue, Midstane Art Centre Extension and Upgrading construction phase 1, 4 x Quarterly Artist Support programme, Building of Memorial Stone x2 (Vuyisile Lawrence Tutu, Happy Boy Mxajali Memorial stone), Building of Architectural designs for the creative hub, Fencing of Settlers heritage site (Multi-Cultural Men)	3 (Quarterly Artist certificate, quarterly support programme, Happy Boy Mxajali memorial stone, Restoration of heritage site (Multi-Cultural Men)	Invoices, completion certificate, quarterly report on arts support programme	5 (2) Quarterly Artist support programme, Lawrence Tudu memorial stone	Invoices, completion certificate, quarterly report on arts support programme	8 (3) Quarterly artist support programme, Restoration of Bishop Desmond Tutu Statue, Victoria Mxango statue.	Invoices, completion certificate, quarterly report on arts support programme	12 (4) Construction of Queenens Axis programme, Education of Quarterly artist support programme, Artists Support programme, copies of approved designs for the creative hub, Steve Tshwete Statue	Quarterly Invoices, quarterly report on arts support programme, Quarterly artist certificate, copies of approved designs	1 500 000	1 200 000	5 000 000	2 900 000	11,6 Million
KFA 4	IPC7	Number of Initiatives (programmes) implemented to develop market and promote Buffalo City as a tourist destination of choice	Tourism Projects/ Programmes	13 (Quarterly Marketing programme x4: Quarterly Tourism Events programme x 4, quarterly Tourism SMME Support programme x1: Quarterly Tourism Awareness Programme x4)	15 (Quarterly Destination Marketing programme x4: Quarterly Tourism Events programme x 4, quarterly Tourism SMME Support programme x5: Quarterly Tourism Awareness Programme x4)	4 (Quarterly Marketing programme, Tourism Events programme, Tourism Awareness Programme, Tourism SMME Support programme)	Quarterly Reports, Invoices	7 (3) Quarterly Marketing programme, Tourism Events programme, Tourism Awareness Programme,	Quarterly Reports, Invoices	11 (4) Quarterly Destination Marketing programme, Tourism Events programme, Tourism Awareness Programme, Tourism SMME Support programme	Quarterly Reports, Invoices	15 (4) Destination Marketing programme, Tourism Events programme, Tourism Awareness Programme, Tourism SMME Support programme	Quarterly Reports and Invoices	650 000	1 000 000	500 000	1 250 000	3,5 Million

KFA 2	IPC9	Number of interventions implemented on export development and promotion for emerging exporters on a quarterly basis	Exporter Sector Specific Training, Trade Seminars, Global Exporter Passport Program, Export Symposium, Export Development Programme	12	4 Quarterly Trade missions; Export Symposium & Exhibition; Export Preparations and Regulations Training; 4 Quarterly Emerging Exporter Training; Exporter Passport Programme, 3 Export Seminars; Exporter Trade Seminars;	(4) Trade Mission, Export Symposium & Exhibition, Export Preparations and Regulations Training, Emerging Exporter Training	Quarterly report	(8) Exporter Development Programme, Trade Seminar, Trade Mission, Emerging Exporter Training;	Quarterly report	(1) Trade Mission, Trade Seminar, Export Training	Quarterly Reports	14 (3) Trade Mission, Emerging Exporter Training;	Quarterly report	1 000 000	N/A	N/A	N/A	N/A	1 000 000		
KFA 5	IPC11 (6)	Number of Agricultural Farmer support programmes Implemented	Cropping Programme, Food security, Hydroponics programme, Piggy and Poultry Structure, Fencing of arable land, Agri-Village, Urban Food systems, Live stock improvement and Tractor maintenance	6 (Food security, Hydroponics, Fencing, Piggy Structure, Production Inputs)	7 Cropping Programme, Food security, Hydroponics programme, Piggy and Poultry Structure, Fencing of arable land, Agri-Village, Urban Food systems.	2 Food security, Fencing of arable land (Specifications and requisition)	4 (2) Urban Food Security, Piggy & Poultry Structures	Quarterly report	5 (1) Cropping Programme	7 (2) Hydroponics, Agri-Village	Quarterly report, Completion certificate	N/A	N/A	N/A	N/A	5 000 000	5 000 000	5 000 000	10 250 548	R20 250 548,00	
KFA 5	IPC5	Number of indirect job opportunities created through Economic Development Projects, Initiatives and partnerships	N/A	600	600	60	List with ID numbers (310)	List with ID numbers	List with ID (150)	List with ID numbers (60)	List with ID numbers	N/A	N/A	N/A	N/A	N/A	N/A	N/A	600		
KFA 12	IPC20	% Reduction in road traffic fatalities on BCMM roads	Reduction in road fatalities on BCMM roads	5% Reduction	5% Reduction	1.25% reduction	SAP statistics on fatalities and departments operational plans	1.25% reduction	SAP statistics on fatalities and departments operational plans	1.25% reduction	SAP statistics on fatalities and departments operational plans	1.25% reduction	SAP statistics on fatalities and departments operational plans	Operating Budget	Operating Budget	Operating Budget	Operating Budget	Operating Budget	Operating Budget		
KFA 11	IPC 19	Number of Axes covered by surveillance cameras	Roll out of CCTV cameras in BCMM	1 Area (KWT New Traffic Department)	1 (KWT New Traffic Department)	N/A	N/A	Appointment of Service Provider	Copy of Award Letter, signed Service Level Agreement & BAC Minute	N/A	N/A	N/A	N/A	N/A	N/A	R 300 000,00	R 600 000,00	R 900 000,00	R 900 000,00	R2 000,000,00	
KFA 11	FE1,1/IPC C2	Number of fire stations refurbished	Refurbishment of Fire Stations	3 Fire Stations (Gompo, Fleet Mdamasane)	1 (Fleet Street Fire Station- Refurbishment of Engine Bay Doors)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1 000 000,00	1 000 000,00
KFA10	HS 3.2/IPC18	Milestones achieved towards upgrading of King Williams Town War Memorial Hall	Community Halls upgrade	4 (Berlin Town Hall, War Memorial Hall, Roji Shephana Memorial hall, Carrage Hall)	Pumbing and related works, Refurbishment of aluminium windows and flooring works	N/A	N/A	Refurbishment of War Memorial Hall Pumbing works	Photos, Invoices and completion certificate	Refurbishment of War Memorial Hall- Refurbishment of aluminium windows	Photos and completion certificate	Refurbishment of War Memorial Hall- Refurbishment of aluminium windows	Photos, Invoices and completion certificate	N/A	N/A	500 000	500 000	500 000	1 000 000	2 000 000	

KFA9	HS 3.1IPC16	Number of Swimming Pools upgraded	Upgrading of swimming pools	3 (King Williams Harbor Swimming Pool, Maitland Swimming Pool, Maitland MUD 2 Pool.	1 Joan Harrison Swimming Pool	N/A	N/A	N/A	N/A	1 Joan Harrison Swimming Pool	Invoices and completion certificates	N/A	N/A	N/A	N/A	N/A	N/A	200 000	200 000	200 000	200 000	1 400 000	N/A	1 400 000
KFA9	HS 3.1IPC14	Number of Zoo facilities upgraded	Upgrading of Zoo Facilities	1 - Refurbishment of Zoo Visitor Facilities: Teaching refurbishment	1 (Zoo facility)	N/A	N/A	N/A	N/A	1 (Zoo facility completed)	Invoices and completion certificates	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	200 000	200 000	N/A	400 000	
KFA4	IPC13	Number of Aquarium facilities upgraded	Refurbishment of Aquarium	1 (live animal exhibit)	1 (refurbish live animal exhibit)	N/A	N/A	N/A	N/A	1 (live animal exhibit refurbished)	Invoices, photos, completion certificates	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100 000	100 000		
KFA9	HS 3.4IPC12	Number of sports facilities upgraded	sports facilities upgraded	3 (Webank sportsfield, Bunker a Hill softball stadium, Siloborne Tennis complex	2 (Bunkerhill Sportsfield, Phillip Kahle Stadium)	1 (Bunker Hill sportsfield)	Photos and Invoices	2 (1) Phillip Kahle Stadium)	N/A	1 (Sports and attendance register)	Invoices, photos, completion certificates	N/A	N/A	N/A	N/A	N/A	N/A	2 000 000	1 800 000	N/A	N/A	N/A	3 000 000	
KFA 8	IPC 21	Number of sport development programmes supported	N/A	3 (Coaching Sessions)	3 (Sports Development courses)	1 (Sport Courses)	Photos, Invoices and attendance register	2 (1) (Sport Courses)	Photos, Invoices, (1) Sport Courses)	Photos, Invoices, and attendance register	N/A	N/A	N/A	N/A	N/A	N/A	N/A	200 000	200 000	200 000	200 000	N/A	800 000	

ENVIRONMENTAL PERFORMANCE INDICATORS

KFA18	ENV 3.11	Percentage of known Informal settlements receiving basic refuse removal services	Waste handling	100%	100% of known Informal settlements that received basic refuse removal services (Signed and date of collection)	100% of known Informal settlements that received basic refuse removal services (Signed and date of collection)	100% of known Informal settlements that received basic refuse removal services (Signed and date of collection)	100% of known Informal settlements that received basic refuse removal services (Signed and date of collection)	100% of known Informal settlements that received basic refuse removal services (Signed and date of collection)	100% of known Informal settlements that received basic refuse removal services (Signed and date of collection)	100% of known Informal settlements that received basic refuse removal services (Signed and date of collection)	72% of coastline with protection measures in place	72% of coastline with protection measures in place	72% of coastline with protection measures in place	72% of coastline with protection measures in place	72% of coastline with protection measures in place	72% of coastline with protection measures in place	N/A	N/A	N/A	N/A	N/A	N/A	N/A
KFA18	ENV 5.12	Number of coastal water samples taken for monitoring purposes	Water Quality Monitoring	400 coastal water samples taken for monitoring purposes	400 coastal water samples taken for monitoring purposes	100 coastal water samples taken for monitoring purposes	Laboratory report	Laboratory report	Laboratory report	Laboratory report	Laboratory report	400 inland water samples taken for monitoring purposes	400 inland water samples taken for monitoring purposes	400 inland water samples taken for monitoring purposes	400 inland water samples taken for monitoring purposes	400 inland water samples taken for monitoring purposes	400 inland water samples taken for monitoring purposes	N/A	N/A	N/A	N/A	N/A	N/A	N/A
KFA18	ENV 5.21	Number of inland water samples taken for monitoring purposes	Water Quality Monitoring	400 inland water samples taken for monitoring purposes	400 inland water samples taken for monitoring purposes	100 inland water samples taken for monitoring purposes	Laboratory report	Laboratory report	Laboratory report	Laboratory report	Laboratory report	400 inland water samples taken for monitoring purposes	400 inland water samples taken for monitoring purposes	400 inland water samples taken for monitoring purposes	400 inland water samples taken for monitoring purposes	400 inland water samples taken for monitoring purposes	400 inland water samples taken for monitoring purposes	N/A	N/A	N/A	N/A	N/A	N/A	N/A
KFA16	ENV4.21	Percentage of biodiversity priority areas protected	N/A	48.55% of biodiversity priority areas protected	48.55% of biodiversity priority areas protected	N/A	N/A	N/A	N/A	N/A	N/A	48.55% of biodiversity priority areas protected	48.55% of biodiversity priority areas protected	48.55% of biodiversity priority areas protected	48.55% of biodiversity priority areas protected	48.55% of biodiversity priority areas protected	48.55% of biodiversity priority areas protected	N/A	N/A	N/A	N/A	N/A	N/A	

KFA22	EE3.11	Percentage of unplanned outages that are restored to supply within industry standard timeframes	Operations	100% of normal network outages returned to service within 24 hrs (will exclude calls caused by illegal connections)	100%	100% of normal network outages returned to service within 24 hrs (will exclude calls caused by illegal connections)	Log sheets from control centre with calculations	100% of normal network outages returned to service within 24 hrs (will exclude calls caused by illegal connections)	Log sheets from control centre with calculations	100% of normal network outages returned to service within 24 hrs (will exclude calls caused by illegal connections)	Log sheets from control centre with calculations	100% of normal network outages returned to service within 24 hrs (will exclude calls caused by illegal connections)	Log sheets from control centre with calculations	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget
KFA22	EE3.21	Percentage of Planned Maintenance Performed	Operations	70% of Planned Maintenance (Electricity)	70%	Complete 70% or more of planned maintenance (Electricity)	Maintenance schedule with calculations	Complete 70% or more of planned maintenance (Electricity)	Maintenance schedule with calculations	Complete 70% or more of planned maintenance (Electricity)	Complete 70% of planned maintenance (Electricity)	Maintenance schedule with calculations	Complete 70% of planned maintenance (Electricity)	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget
KFA19	TR8.11	Percentage of unsurfaced road graded	Rural Roads	4.4% (80km)	4.48%	0.37% 5km (9km)	Internal reports and Completion certificates	Internal reports and Completion certificates	Internal reports and Completion certificates	Internal reports and Completion certificates	Internal reports and Completion certificates	Internal reports and Completion certificates	Internal reports and Completion certificates	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget
KFA19	TR8.12	Percentage of surfaced municipal road lanes which has been resurfaced and rescaled	Urban Roads Programme	0.9375 (18km)	0.9375 (18km)	0.128% 2km (9km)	Completion Certificates	Completion Certificates (9km)	Completion Certificates (9km)	Completion Certificates (9km)	Completion Certificates (9km)	Completion Certificates (9km)	Completion Certificates (9km)	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget
KFA22	EE1.13	Percentage of valid customer application for new electricity connections processed in terms of municipal services standards	N/A	New Indicator	100%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Excel spreadsheet depicting Description and date of completion	N/A	N/A	N/A	N/A	N/A	N/A
KFA19	TR6.13	Kilts of new municipal road lanes built	Urban Roads Programme	18km	18km	2km	Completion Certificates	7km (9km)	Completion Certificates	11km (4km)	Completion Certificates	15km (4km)	Completion Certificates	R 6 500 000,00	R 10 000 000,00	R 15 000 000,00	R 15 000 000,00	R 15 000 000,00	R 46 500 000
KFA22	EEA.12	Installed capacity of embedded generators on the municipal distribution network	N/A	29.5kw	29 kw	N/A	N/A	N/A	N/A	N/A	N/A	29 kw	Applications from the service provider/Consumer	N/A	N/A	N/A	N/A	N/A	N/A
SPMIL INDICATORS																			
KFA21	TR1.21CG	Number of pedestrian bridges constructed	Bridge Design and Implementation	3 (Wards 16, 31, 49)	1 (Ward 5)	N/A	N/A	N/A	N/A	Bridge foundation completed	Site meeting progress report	1 (Bridge completed in ward 5)	Completion certificate	N/A	N/A	500 000	1 500 000	2 000 000	2 000 000
KFA21	TR7.11CC	Number of speed humps constructed	Construction of traffic calming measures	40	50	10	Internal Completion Certificate (15)	25	Internal Completion Certificate	40	Internal Completion Certificate	50	Internal Completion Certificate	500 000	1 000 000	1 000 000	500 000	3 000 000	3 000 000
KFA21	TR1.11CC	Number of public transport facilities established	Upgrading of Public Transport Facilities	1 (Ward 37 - Market Square Taxi Rank)	1 (Ward 47 - Eshubani)	N/A	N/A	N/A	N/A	N/A	N/A	1 (Canopy installed)	Progress Report	500 000	3 000 000	3 000 000	10 500 000	17 000 000	17 000 000
KFA21	TR1.11CC	Number of Taxi Embayments constructed	Construction of Taxi Embayments	3 (Wards 18, 20, 44)	3 (Wards 20, 27, 44)	N/A	N/A	N/A	1	Internal Completion Certificate	2	Internal Completion Certificate	3	N/A	400 000	400 000	400 000	400	800 400

KFA22	E21,1CC	Number of new high-mast lights installed	Streights or highmasts within BCMA area of supply	9	8	N/A	N/A	N/A	8	Completion certificate	N/A	N/A	N/A	N/A	N/A	N/A	8 311 442	22 163 844	38 786 727	55 409 610	55 409 610	55 409 610	55 409 610	
KFA19	TR 6,1JCS	Km of gravel Roads upgraded to Surfaced Standard	Roads Upgrade	8km	8km	N/A	N/A	2	3	Contractors progress reports and Completion Certificates	1	2	6	3	Contractors progress reports and Completion Certificates	N/A	R 10 000 000,00	R 20 000 000,00	R 40 000 000,00	R 31 588 297,00	R 31 588 297,00	R 31 588 297,00	R 31 588 297,00	
KFA19	CC19	Number of Bridges rehabilitated	Bridge Refurbishment Programme	2	3	N/A	N/A	1	2	Completion Certificates	1	2	3	3	Completion Certificates	N/A	R 1 000 000,00	R 1 000 000,00	R 1 000 000,00	R 1 000 000,00	R 1 000 000,00	R 1 000 000,00	R 4 000 000,00	
KFA20	CC 1	Number of Backup Power for High Sites installed	Backup Power INFRASTRUCTURE	3 (KWT Data Centre, Bisho Data Centre, Replacement Hospital/Trust Care)	4 (SCM Building, Sheepie Site, Old Mutual and Reserve Bank)	N/A	N/A	1	1	Sign Off document for Backup Power for High Sites installed	1	1	1	1	Sign Off document for Backup Power for High Sites installed	N/A	N/A	N/A	N/A	N/A	1 000 000	1 000 000	1 000 000	1 000 000
KFA20	CC 4	Number of Municipal Offices and Halls with Wi-Fi Hotspots installed	Fiber Network	4 (Gumbule Hall, Beacon Bay Hall, Berlin Hall, KWT Halls)	2 (KWT Library Hall and Bisho Civic Center)	N/A	N/A	N/A	1	(KWT Library Hall)	Sign Off	Sign Off	1 (Bisho Civic Center)	3	Sign Off	N/A	N/A	N/A	N/A	1 000 000	1 000 000	1 000 000	1 000 000	2 000 000
KFA20	CC200	Digitize SCM Documentation -	Immediate Scanning of the tender documents at tender opening	10 scanners and 10 desktop computers for the scanning of Vial documents	60% of all tenders scanned into EDMS/Sharepoint at the opening of tenders from (2022/2023 FY),	N/A	N/A	N/A	N/A	20% of all tenders received scanned into EDMS /Sharepoint at the opening of tenders	Printout from the Electronic Document Management system	48% of all tenders received scanned into EDMS /Sharepoint at the opening of tenders	Printout from the Electronic Document Management system	N/A	N/A	N/A	N/A	N/A	N/A	1 000 000	1 000 000	1 000 000	1 000 000	1 000 000
KFA20	CC201	Number of servers procured for disaster recovery	Disaster Recovery Enhancement	2	2	N/A	N/A	1	N/A	Solar printout	N/A	N/A	1	Solar printout	N/A	N/A	N/A	N/A	N/A	1 000 000	1 000 000	1 000 000	1 000 000	1 000 000
KFA20	CC7	Number of BCMA Halls and offices with Fibre Network installed	Fiber Network	1 (Ithaha Hall)	2 (KWT Library Hall and Bisho Civic Center)	N/A	N/A	N/A	1	(KWT Library Hall)	Sign Off	1 (Bisho Civic Center)	Sign off	N/A	N/A	N/A	N/A	N/A	1 000 000	1 000 000	1 000 000	1 000 000	2 000 000	2 000 000
KFA25	HS1,11	Number of subsidised housing units constructed using various Human Settlements Programmes	Reason Phase 3 Stage 3, Potstam Village Phase 1 & 2, Potstam Ikwezi Block 1, Tyulyu Phase 3, Mdantsane Cluster 1, Mdantsane Cluster 2, Mdantsane Cluster 3, Pekaia Phase 19, Pekaia Cluster, Pekaia Cluster, Pekaia Cluster 2, CNP Victims.	420	440	58	176	176	308	308	440	440	8 311 442	22 163 844	38 786 727	55 409 610	55 409 610	55 409 610	55 409 610	55 409 610	55 409 610	55 409 610	55 409 610	
STRATEGIC OUTCOME 4 - EFFICIENCY TRANSFORMED CITY (WEIGHT = 25%)																								
NATIONAL PRESCRIPTION INDICATORS																								

KFA25	HS1.12	Number of serviced sites	Postdam Khwezi Block 1, Phakama North, Postdam North, Dusea, Village Proper, Mdetshana Zone 1, face phase 2, Mdetshana, Cluster 1, Mdetshana Cluster 2, Fynbos Cluster 3, Dusea Village, Campsite, Bralyn ext 10, Tyadyu Phase 3, Westbank Resitdion, C Section and Tranqler Site, Nelson Mandela 102, Grahsmg 139, Housing, Brandebach Services, Boswood,	800	850	130	Completions certificates	300 (170)	Completions certificates	540 (240)	Completions certificates	850 (310)	Completions certificates	18 183 811	48 516 828	84 904 449	121 292 070	121 292 070
KFA 28	HS2.22(a)	Average Number of days taken to process Building Plan applications of less than 500 square meters	Building Plan approval	170,33 Days	60 Days	60 Days	BPS Printout and Excel spreadsheet	60 Days	BPS Printout and Excel spreadsheet	60 Days	BPS Printout and Excel spreadsheet	60 Days	BPS Printout and Excel spreadsheet	N/A	N/A	N/A	N/A	N/A
KFA 28	HS2.22(b)	Average Number of days taken to process Building Plan applications of more than 500 square meters.	Building Plan approval	170,33 Days	60 Days	60 Days	BPS Printout and Excel spreadsheet	60 Days	BPS Printout and Excel spreadsheet	60 Days	BPS Printout and Excel spreadsheet	60 Days	BPS Printout and Excel spreadsheet	N/A	N/A	N/A	N/A	N/A
KFA23	WS1.11	Number of new sewer connections meeting minimum standards.	N/A	300	300	N/A	N/A	N/A	N/A	N/A	N/A	300	List of sewer water connections done internally or practical completion certificate or project progress report for Housing projects.	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget
KFA23	WS2.11	Number of new water connections meeting minimum standards.	N/A	500	300	N/A	N/A	N/A	N/A	N/A	N/A	300	List of new water connections done internally or practical completion certificate or project progress report for Housing projects.	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget
KFA23	WS5.31	Percentage of water connections metered	N/A	92%	85%	N/A	N/A	N/A	N/A	N/A	N/A	93%	BP 32 report.	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget
KFA23	WS1.1/ST C 2	Number of abondon facilities constructed (seams)	Abondon Facilities	99	119	N/A	N/A	N/A	N/A	N/A	N/A	119	Internal Completion certificate	R1 000 000	R3 000 000	R4 000 000	R2 000 000	R10 000 000
Economic Indicators																		

KFA 30	GG 2.12	Percentage of wards where at least one councillor-convened meeting was held	N/A	0.5% (1 Public Meeting Convened Ward 19)	100% (1 Public Meeting Convened per ward = 60 Public meetings for 50 wards)	100% (1 Public Meeting Convened per ward = 50 Public meetings for 50 wards)	Attendance Register and Minutes of the Meeting held.	100% (1 Public Meeting Convened per ward = 50 Public meetings for 50 wards)	Attendance Register and Minutes of the Meeting held.	100% (1 Public Meeting Convened per ward = 50 Public meetings for 50 wards)	Attendance Register and Minutes of the Meeting held.	100% (1 Public Meeting Convened per ward = 50 Public meetings for 50 wards)	N/A	N/A	N/A	N/A	N/A	N/A
KFA 30	GG 3.12	Percentage of council who have declared their financial interests	N/A	85%	100%	25%	Declaration Forms	50% (25%)	Declaration Forms	75% (25%)	Declaration Forms	100% (25%)	N/A	N/A	N/A	N/A	N/A	N/A
KFA 30	GG 2.31	Percentage of official complaints responded to through the municipal complaint management system	N/A	100%	100%	100%	Petitions Register	100%	Petitions Register	100%	Petitions Register	100%	N/A	N/A	N/A	N/A	N/A	N/A
KFA 41	WGC 150	% of grant spent on Implementing ISDG Program.	ISDG	(New indicator)	85%	20% of allocated ISDG budget	sole printout	40% of allocated ISDG budget	sole printout	60% of allocated ISDG budget	sole printout	85% of allocated ISDG budget	Operational Cost	Operational Cost	Operational Cost	Operational Cost	Operational Cost	Operational Cost
KFA 41	CJWGC 27	% of the municipality's budget actual spent on implementing its workforce skills plan.	Human Resource Development	82%	65%	20% of allocated training budget	sole printout	45% of allocated training budget	sole printout	60% of allocated training budget	sole printout	90% of allocated training budget	Operational Cost	Operational Cost	Operational Cost	Operational Cost	Operational Cost	Operational Cost
KFA 46	GG 1.21	Staff vacancy rate	Filling of vacant funded posts	8%	10%	10%	Staff Complement and Vacant posts reports	10%	Staff Complement and Vacant posts reports	10%	Staff Complement and Vacant posts reports	10%	Staff Cost	Staff Cost	Staff Cost	Staff Cost	Staff Cost	Staff Cost
KFA 41	LED 1.31	Number of individuals connected to apprenticeships and learnerships through municipal interventions	Skills Development for unemployed local youth	40 Learners	40 Learners	10 learners	Payday printout	20 learners	Payday printout	40 learners	payday printout	50 learners	Operational Cost	Operational Cost	Operational Cost	Operational Cost	Operational Cost	Operational Cost
KFA 46	GG 1.22	Percentage of vacant posts filled within 3 months	Filling of vacant funded posts within 3 months	50%	50%	(50% of all vacant funded post where the recruitment process has been initiated)	Appointment letters	(50% of all vacant funded post where the recruitment process has been initiated)	Appointment letters	(50% of all vacant funded post where the recruitment process has been initiated)	Appointment letters	(50% of all vacant funded post where the recruitment process has been initiated)	Staff Cost	Staff Cost	Staff Cost	Staff Cost	Staff Cost	Staff Cost
KFA 46	GG 5.11	Number of active suspensions longer than three months	Finalisation of all outstanding suspensions that are longer 3 months	35	20 (suspensions longer than 3 months not to exceed 20 per quarter)	20 (suspensions longer than 3 months not to exceed 20 per quarter)	Suspension stats	20 (suspensions longer than 3 months not to exceed 20 per quarter)	Suspension stats	20 (suspensions longer than 3 months not to exceed 20 per quarter)	Suspension stats	20 (suspensions longer than 3 months not to exceed 20 per quarter)	Operational Cost	Operational Cost	Operational Cost	Operational Cost	Operational Cost	Operational Cost
KFA 46	GG 4.11	Number of agenda items deferred to the next council meeting	N/A	3 (Must not exceed 3 agenda items deferred to the next Council meeting per quarter)	3 (Must not exceed 3 agenda items deferred to the next Council meeting per quarter)	3 (Must not exceed 3 agenda items deferred to the next Council meeting per quarter)	Council Minutes	3 (Must not exceed 3 agenda items deferred to the next Council meeting per quarter)	Council Minutes	3 (Must not exceed 3 agenda items deferred to the next Council meeting per quarter)	Council Minutes	3 (Must not exceed 3 agenda items deferred to the next Council meeting per quarter)	N/A	N/A	N/A	N/A	N/A	N/A

KFA 46	GG 5, 12	Quarterly salary bill of suspended officials	N/A	(Quarterly salary bill of suspended officials must not exceed R10,000,000.00 per quarter)	(Quarterly salary bill of suspended officials must not exceed R10,000,000.00 per quarter)	Copy of suspended officials statistics and Copy of expenditure report reflecting quarterly salary bill of suspended officials	(Quarterly salary bill of suspended officials must not exceed R10,000,000.00 per quarter)	Copy of suspended officials statistics and Copy of expenditure report reflecting quarterly salary bill of suspended officials	(Quarterly salary bill of suspended officials must not exceed R10,000,000.00 per quarter)	Copy of suspended officials statistics and Copy of expenditure report reflecting quarterly salary bill of suspended officials	(Quarterly salary bill of suspended officials must not exceed R10,000,000.00 per quarter)	Copy of suspended officials statistics and Copy of expenditure report reflecting quarterly salary bill of suspended officials	(Quarterly salary bill of suspended officials must not exceed R10,000,000.00 per quarter)	Copy of suspended officials statistics and Copy of expenditure report reflecting quarterly salary bill of suspended officials	Operational Cost	Operational Cost	Operational Cost	Operational Cost	Operational Cost	Operational Cost
KFA 46	WGC 1	Number of people from employment equity target groups (female) employed in the 3 highest levels of management	Implementation of Employment Equity Plan	3 (female) employed in the 3 highest levels of management	3	N/A	N/A	1 (female) employed in the 3 highest levels of management	Letter of appointment	1 (female) employed in the 3 highest levels of management	Letter of Appointment	1 (female) employed in the 3 highest levels of management	Letter of Appointment	1 (female) employed in the 3 highest levels of management	N/A	N/A	N/A	N/A	N/A	N/A
KFA 37	WGC22	Total Increase in the amount of revenue collected for traffic fines	Collection of traffic fines	R 5 500 000.00	R 5 500 000.00	N/A	N/A	N/A	N/A	N/A	N/A	R 5 500 000	N/A	Solar income reports, TCS operational reports and departmental operational reports	Operating Budget	Operating Budget	Operating Budget	Operating Budget	Operating Budget	Operating Budget
KFA 38	WGC 6	% of a municipality's capital budget spent on capital projects identified in the IDP	N/A	74%	100%	6% Section 71 Report	26% (20%)	Section 71 Report (15%)	Section 71 Report (15%)	Section 71 Report (100% (99%))	Section 71 Report	Section 71 Report	Section 71 Report	Section 71 Report	125 187 734	417 272 448	312 954 336	1 230 953 722	2 088 382 240	
KFA 37	WGC 7	% revenue Collection Rate as measured in accordance with the MSA Performance regulations	Implementation of Revenue Enhancement Strategy and Credit Control Policy	83.5%	85%	65% 1. BP135 Trial Balance Billing Report	75% (10%)	1. BP135 Trial Balance Billing Report	1. BP135 Trial Balance Billing Report	1. BP135 Trial Balance Billing Report	1. BP135 Trial Balance Billing Report	1. BP135 Trial Balance Billing Report	1. BP135 Trial Balance Billing Report	1. BP135 Trial Balance Billing Report	N/A	N/A	N/A	N/A	N/A	N/A
KFA 39	WGC14	Credit Rating Maintained at A	Appointment of a Credit Rating Institution	A	A	Latest credit Rating	A	Rating	Rating	A	Rating	Rating	Rating	Rating	N/A	N/A	R250 000	N/A	R250 000	
KFA 39	WGC 15	Current ratio (Municipality's ability to pay back its Short-term Liabilities (Debt and Payables) with its Short-term Assets (Cash, Inventory, Receivables).	N/A	1.7:1	1.5:1	Section 71 report	1.5:1	Section 71 report	Section 71 report	Section 71 report	Section 71 report	Section 71 report	Section 71 report	Section 71 report	N/A	N/A	N/A	N/A	N/A	N/A
KFA 39	WGC 16	Debt to revenue percentage (the extent of Total Borrowings in relation to Total Operating Revenue).	N/A	3.07%	Less than 45%	Section 71 report	Less than 45%	Section 71 report	Section 71 report	Section 71 report	Section 71 report	Section 71 report	Section 71 report	Section 71 report	N/A	N/A	N/A	N/A	N/A	N/A
KFA 39	WGC 17	Cost coverage (ability to meet at least the municipality's monthly fixed operating commitments from cash and short-term investment without collecting any additional revenue, during that month).	N/A	1:33 fixed operating expenditure	1:2x fixed operating expenditure	1:2x fixed operating expenditure	Section 71 report	1:2x fixed operating expenditure	Section 71 report	1:2x fixed operating expenditure	Section 71 report	1:2x fixed operating expenditure	Section 71 report	Section 71 report	N/A	N/A	N/A	N/A	N/A	N/A

KFA 38	WGC 18	Creditor's payment period	N/A	62 30 days	30 days	Section 71 report	30 days	Section 71 report	30 days	Section 71 report	30 days	Section 71 report	30 days	Section 71 report	30 days	Section 71 report	N/A	N/A	N/A	N/A	N/A	N/A	
KFA 37	WGC 9(a)	Number of Electricity Smart Meters Installed (Subclass Debtors)	Installation of Smart Meters - CAPEX Support and Maintenance	1 060	250	60 Meter Register and Status Report	100	100 Meter Register and Status Report	650	200 (100) and Status Report	250	250 Meter Register and Status Report	650	250 Meter Register and Status Report	650	250 Meter Register and Status Report	R2 368 946	R2 368 946	R2 368 946	R2 368 946	R2 368 946	R2 368 946	R2 368 946
KFA 37	WGC 9(b)	Number of Electricity and Water Smart Meters Installed (Residential Debtors)	Installation of Smart Meters - CAPEX Support and Maintenance	12 400	10 000	500 Meter Register and Status Report	3000	3000 Meter Register and Status Report	650	(3500) Meter Register and Status Report	10 000 (3500)	10 000 Meter Register and Status Report	650	650 Meter Register and Status Report	650	650 Meter Register and Status Report	R14 039 029	R14 039 029	R14 039 029	R14 039 029	R14 039 029	R14 039 029	R14 039 029
KFA37	WGC24	Number of Kiln-Hires reduced (physical water losses in terms of system losses)	WIDEMAND MANGA - WATER CONSERV - PRIV 51A	650 000d	650 000d	N/A	N/A	N/A	N/A	N/A	650 000d	650 000d	650 000d	650 000d	650 000d	650 000d	R366 428,50	R3 288 095,00	R1 315 238,00	986423,5	6 576 190		

SECTIONAL MANAGER
 NAME: *MATTI*
 DATE: *28/06/2022*

SECTIONAL MANAGER
 NAME: *[Signature]*
 DATE: *28/06/2022*

Buffalo City Metropolitan Municipality

Performance Agreement

**HEAD OF DIRECTORATE: ECONOMIC
DEVELOPMENT & AGENCIES**



2022/2023

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

MR NCEBA NCUNYANA

In his capacity as Acting City Manager of the Buffalo City Metropolitan
Municipality

AND

MS NOLUDWE NCOKAZI

In her capacity as

Head of Directorate: Economic Development & Agencies

FOR THE

FINANCIAL YEAR: 1 JULY 2022 – 30 JUNE 2023

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

Mr Nceba Ncunyana in his capacity as Acting City Manager (hereinafter referred to as the Employer)

And

Ms Noludwe Ncokazi, in her capacity as Head of Directorate: Economic Development & Agencies an Employee of the Buffalo City Metropolitan 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. The Employer and the Employee are hereinafter referred to as "the Parties."
- 1.2. Section 57(1) (b) of the Systems Act, 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.

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;
- 2.2. Specify objectives and targets established for the Employee and communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3. Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4. Monitor and measure performance against set targeted outputs;
- 2.5. Use the Performance Agreement and Performance Plan as the basis

for assessing whether the Employee has met the performance expectations applicable to the position;

- 2.6. Reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7. Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1. This Agreement will commence on the **1 July 2022** and will remain in force until the **30 June 2023**.
- 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 employment for any reason or period of acting as the case may be.
- 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, the Service Delivery and Budget Implementation Plan and the Budget of the Employer; and include key objectives, key performance indicators, target dates and weightings.

- 4.3 The key objectives i.e. the main tasks that need to be done, the key performance indicators i.e. the evidence that must be provided to show that a key objective has been achieved, the target dates i.e. the timeframe in which the work must be achieved and the weightings i.e. the relative importance of the key objectives to each other.
- 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 hereby agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer and to actively focus on the promotion and implementation of the Strategic Outcomes (SO's) (including special projects relevant to the Employee's responsibilities) within the local government framework.
- 5.2 The Employee hereby accepts that the purpose of the performance management system is 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 hereby agrees to consult the Employee about the specific performance standards that are included in the performance management system as applicable to the Employee.

6 APPLICATION OF THE PERFORMANCE MANAGEMENT SYSTEM

- 6.1 The criteria upon which the performance of the Employee is assessed consists of two components, both of which are contained in this Performance Agreement.
- 6.1.1 The Employee will be assessed against both components, with a weighting of 80 allocated to the Strategic Outcomes (SO's) and 20 to Core Competency Requirements (CCR's).
- 6.1.2 Each area of assessment will be weighted and contribute a specific value to the total score.
- 6.1.3 SO's covering the main areas of work will account for 80% and CCR's will account for 20% of the final assessment.
- 6.2 The Employee's assessment will be based on his performance in terms of the outputs / outcomes (performance indicators) identified in the

Performance Plan (Annexure A), which are linked to the SO's, and constitute 80% of the overall assessment result in accordance with the weightings agreed to between the Employer and the Employee and set out hereunder:

MGDS/IDP/SDBIP Strategic Outcomes (SO's)	Weighting
An innovative and productive city	100%
A green city	0%
A connected city	0%
A spatially transformed city	0%
A well governed city	0%
Total	100%

6.3. Core Competency Requirements (CCR's) which are weighted at 20%

The CCRs which are deemed most critical to the employee's specific function have been prescribed by the Municipal Regulations of 2014 which are applicable to Senior Managers. There is no hierarchical connotation to the structure and all competencies are essential to the role of a senior manager to influence high performance. Will be selected from a list and agreed upon with the employer, with consideration for proficiency levels as agreed between the two parties. Weights will further be assigned to the CCRs selected. This refers to a separate component dealing with competency and expected behaviour


Table 1: Core Competency Requirements from Regulations (2014)

COMPETENCY FRAMEWORK FOR SENIOR MANAGERS					
LEADING COMPETENCIES		Achievement Levels	Weight (%)	HOD's Achievement Level	CM's Score Level
Strategic Direction and Leadership	<ul style="list-style-type: none"> ▪ Impact and Influence ▪ Institutional Performance Management ▪ Strategic Planning and Management ▪ Organisational Awareness 	Basic	12%		
		Competent			
		Advanced			
		Superior			
People Management	<ul style="list-style-type: none"> ▪ Human Capital Planning and Development ▪ Diversity Management ▪ Employee Relations Management ▪ Negotiation and Dispute Management 	Basic	12%		
		Competent			
		Advanced			
		Superior			

Programme and Project Management	<ul style="list-style-type: none"> Program and Project Planning and Implementation Service Delivery Management Program and Project Monitoring and Evaluation 	Basic	12%		
		Competent			
		Advanced			
		Superior			
Financial Management	<ul style="list-style-type: none"> Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring 	Basic	10%		
		Competent			
		Advanced			
		Superior			
Change Leadership	<ul style="list-style-type: none"> Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation 	Basic	9%		
		Competent			
		Advanced			
		Superior			
Governance Leadership	<ul style="list-style-type: none"> Policy Formulation Risk and Compliance Management Cooperative Governance 	Basic	9%		
		Competent			
		Advanced			
		Superior			

CORE COMPETENCIES:

	Achievement Levels	Weight (%)	HOD's Achievement Level	CM's Score Level
Moral Competence	Basic	6%		
	Competent			
	Advanced			
	Superior			
Planning and Organising	Basic	6%		
	Competent			
	Advanced			
	Superior			
Analysis and Innovation	Basic	6%		
	Competent			
	Advanced			
	Superior			
Knowledge and Information Management	Basic	6%		
	Competent			
	Advanced			
	Superior			
Communication	Basic	6%		
	Competent			
	Advanced			
	Superior			
Results and Quality focus	Basic	6%		
	Competent			
	Advanced			
	Superior			

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Total		100%		
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6.4. Achievement Level Descriptions

The achievement levels indicated in the table below serve as a guide for the assessment of CCR's:

Achievement Levels	Rating	Description
Basic	2	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention
Competent	3	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
Advanced	4	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses
Superior	5	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods

7 EVALUATING PERFORMANCE

7.1 The Performance Plan (Annexure A) attached to this Agreement sets out-

7.1.1 the standards and procedures for evaluating the Employee's performance; and

7.1.2 The intervals at which an evaluation of the Employee's performance will be performed.

7.2 Notwithstanding the agreed intervals for evaluation, the Employer may, in addition, review the Employee's performance at any reasonable time, while the contract of employment remains in force.

7.3 Personal growth and development needs identified during a performance review will be documented in a Personal Development Plan which shall also set out the actions and time frames agreed to relate thereto.

7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

7.5. The annual performance appraisal will involve:

7.5.1 An assessment of the achievement of results as outlined in the performance plan as indicated hereunder;

- (a) Each Strategic Outcome (SO) will 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 Strategic Outcome.
- (b) An indicative rating on the five-point scale will be provided for each Strategic Outcome based on the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate a final Strategic Outcome score.

7.5.2. Assessment of the CCR's

- (a) Each CCR's will be assessed according to the extent to which the specified standards have been met.
- (b) Achievement levels on paragraph 6.4 above will be used to score each CCR.
- (c) Based on the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate a final CCR's score.

7.5.3. An overall rating

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

7.6. The assessment of the Employee will be based on the following rating scale for Strategic Outcomes (SO's):

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.					

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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.	
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.	

7.7. For the purposes of evaluating the annual performance of the Employee, an evaluation panel constituted of the following persons will be established-

- 7.1. Municipal Manager
- 7.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 7.3. Ward Committee member (on a rotational basis), where applicable;
- 7.4. A member of the Mayoral Committee; and
- 7.5. A Municipal Manager from another municipality.

8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1. The performance of the Employee will 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 2022 (October 2022)
Second quarter	:	October - December 2022 (January 2023)
Third quarter	:	January - March 2023 (April 2023)
Fourth quarter	:	April – June 2023 (July 2023)

8.2. The Employer shall maintain a record of the mid-year review and the annual assessment meetings.

8.3. Performance feedback based on the Employer's assessment of the Employee's performance will be provided to the Employee.

8.4. The Employer or the Employee will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons subject to consultation and agreement between the parties before any such change is concluded.

9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) addressing development gaps is attached as Annexure "B".

10. OBLIGATIONS OF THE EMPLOYER

10.1. The Employer shall and agrees to –

10.1.1. Create an enabling environment to facilitate effective performance by the Employee;

10.1.2. Provide access to skills development and capacity building opportunities;

10.1.3. Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;

10.1.4. On the request of the Employee, delegate such powers reasonably required by the Employee to enable him or her to meet the performance objectives and targets established in this Agreement; and

10.1.5. Make available to the Employee such resources as the Employee may reasonably require from time to time to meet the performance objectives and targets established in this Agreement.

11. CONSULTATION

11.1. The Employer agrees to consult the Employee timeously where the exercising of any of the powers or decisions of the Council will have or result in, amongst others, –

11.1.1. A direct impact on the performance of any of the Employee's functions;

11.1.2. Commit the Employee to implement or to give effect to a decision made by the Employer; and

11.1.3. A substantial financial impact on the Employee or on the budget under the control of the Employee.

11.2. The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

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

12.2. A performance bonus of between 5% to 14% of the inclusive annual remuneration package for the year under consideration may be paid to the Employee in recognition of outstanding performance.

12.4. In the case of unacceptable performance, the Employer shall–

12.4.1. provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

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

13. DISPUTE RESOLUTION

13.1 Any disputes about the nature or content of the Employee's Performance Agreement, whether it relates to key responsibilities, priorities, methods, assessments and / or any other matter provided for, shall be mediated by –

13.1.1. The Executive Mayor, within thirty (30) days of receipt of a formal dispute from the Employee; or

13.1.2. Any other person appointed by the Executive Mayor.

13.6. In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

14. GENERAL

14.1. The contents of this Agreement and the outcome of any review conducted in terms of Annexure A (Performance Plan) will be made available to the public by the Employer.

14.2. Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his / her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at East London on the 29 day of June 2022.

AS WITNESSES:

1. L. Maphiko

2. S. Gama

Noludwe Ncokazi (Employee)

Thus done and signed at East London on the 29 day of June 2022.

AS WITNESSES:

1. 



Nceba Ncunyana (Acting City Manager)

2. 



PERFORMANCE PLAN: 2022/23 FINANCIAL YEAR
 DIRECTORATE: ECONOMIC DEVELOPMENT AND AGENCIES
 HEAD OF DIRECTORATE: MS N. MCOUKAZI

LEVEL

DESCRIPTION

Performance for 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 performance plan and understood that in all areas of responsibility throughout the year.

Performance is significantly higher than the standard in the job. The appraisal indicates that the employee has achieved above fully effective results against most (at least half) of the performance criteria and indicators and fully achieved all others throughout the year.

Performance fully meets expectations in all areas of the job. The appraisal indicates that the employee has fully achieved effective results against all significant performance criteria and indicators and fully achieved all others throughout the year.

Performance is below the standard required for the job in key areas. Performance meets some of the standards specified for the job. The appraisal/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in PA and Performance Plan.

Performance does not meet the standard expected of the job. The appraisal/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 by the job despite management efforts to encourage improvement.

STRATEGIC OUTCOME 1: AN INNOVATIVE AND PRODUCTIVE CITY

NATIONAL PERFORMANCE INDICATORS

(WEIGHT = 100%)

KPA NO.	National Treasury / BSCIM Code	Key Performance Indicator	Project / Programme	Dimension (Annual Performance of 2021/22 (Unrealised))	Annual target for 2022/23	Target for 2022/23 Score per Quarter				Resources Allocated for 2022/23 SBSP per Quarter					
						1st Quarter Planned Target ending September 2022	2nd Quarter Planned Target ending December 2022	3rd Quarter Planned Target ending March 2023	4th Quarter Planned Target ending June 2023	1st Quarter Planned Budget	2nd Quarter Planned Budget	3rd Quarter Planned Budget	4th Quarter Planned Budget	Total Budget allocated	
KFA2	LED3.11	Average time taken to finalise business license applications.	BSCIM Business Licence process	15 working days	15 working days	15 working days	15 working days	15 working days	15 working days	N/A	N/A	N/A	N/A	N/A	N/A

BSCIM INDICATORS



KFA2	IPC3	Number of interventions supported to retain existing investors and promote attraction of new investment into Buffalo City	Invest Buffalo City, Dimbaza Industrial area, investment promotion collateral for the investment centre	3 (a) Provincialisation of Industrial Park, (b) Invest Buffalo City, @ Support for Provincial one stop shops.	3 (a) Provincialisation of Industrial park (Dimbaza), Development of Master Plan for Wilsons Industrial Parks & Invest Buffalo City	1 (Dimbaza Industrial park)	Quarterly report and invoice	2 (1) Invest Buffalo City	Quarterly report and invoice	3 (1) Development of Master Plan for Wilsons Industrial Park	Copy of ..	N/A	N/A	3,000,000	500,000	N/A	N/A	3,5m
KFA1	IPC3	Number of infrastructure projects for Informal traders implemented	Infrastructure Project implemented for Informal traders	2 (Duncan Village, Nonompendulo Hawker stalls)	3 (Duncan Village, Ndavema, Ilitha Hawker Stalls)	N/A	N/A	1 (Duncan Village Hawker Stalls)	Completion Certificate	2 (1) Ilitha Hawker Stalls	Completion Certificate	3 (1) Ndavema Hawker Stalls	Completion Certificate	2 000 000	R1 500 00	11 500 000	R15 000 000,00	
KFA1	IPC4	Number of interventions implemented to support SMMEs and Cooperatives	Training, Procurement of equipment and machinery for SMMEs and Cooperatives	5 (Provision of machinery and equipment, Access to Markets, SMME Roadshows, Capacity Building Programme, Incubation Programme)	5 (Provision of machinery and equipment, Access to Markets, SMME Roadshows, Capacity Building Programme, Incubation Programme)	1 Capacity Building Programme	Quarterly report and attendance register	2 (1) Machinery and equipment	Quarterly report and invoices	4 (2) Access to Markets and SHIME Road shows	Quarterly report	5 (1) Incubation programme	Quarterly report	R200 000,00	R400 000,00	R600 000,00	R1 200 000,00	

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KFA 7	IPC6	Number of Arts, Culture and Heritage projects / programmes implemented	Arts, Culture and Heritage projects / programmes	9 (Restoration of Bishop Desmond Tutu, Madzame Art Centre Extension and Upgrading; Fencing of Rhenabe Kingdoms Graves; Fencing of Settlers Way Cemetery; Fencing of Cattle Killing Support programme (B-Annual) x2; Building of Memorial Stone, Fencing of EL World War 1 site)	12 (Restoration of Bishop Desmond Tutu, Madzame Art Centre Extension and Upgrading; Fencing of Rhenabe Kingdoms Graves; Fencing of Settlers Way Cemetery; Fencing of Cattle Killing Support programme (B-Annual) x2; Building of Memorial Stone, Fencing of EL World War 1 site)	3 (Quarterly Artist support programme, Happy Boy Agajal memorial site, Restoration of heritage site (Multi-Cultural Man))	Invoices, completion certificate, quarterly report on artists support programme	5 (2) Quarterly Arts support programme, Vis report on memorial stone	Invoices, completion certificate, quarterly report on artists support programme	8 (3) Quarterly Artist support programme, Restoration of Bishop Desmond Tutu Statue, Victoria Mxenge statue.	Invoices, completion certificate, quarterly report on artists support programme	12 (4) Construction of Madzame Arts Centre phase 1, Quarterly Artists Support programme, Architectural designs for the creative hub, Sivo Tshwale Statue	Invoices, quarterly report on artists support programme, completion certificate, copies of approved designs	1 500 000	1 200 000	5 000 000	2 900 000	11.5 Million	
KFA 4	IPC7	Number of (programmes) implemented to develop market and promote Buffalo City as a tourist destination of choice	Tourism Projects/ Programmes	13 (Quarterly Destination Marketing programme x4; Quarterly Tourism Events programme x 4; quarterly 'tourism Skills Support programme x1; Quarterly Tourism Awareness Programme x4)	16 (Quarterly Destination Marketing programme x4; Quarterly Tourism Events programme x 4; quarterly Tourism SME Support programme x3; Quarterly Tourism Awareness Programme x4)	4 (Quarterly Destination Marketing programme, Tourism Events programme, Tourism Awareness Programme, Tourism SME Support programme)	Quarterly Reports, Invoices	7 (3) Quarterly Destination Marketing programme, Tourism Events programme, Tourism Awareness Programme, Tourism SME Support programme	Quarterly Reports, Invoices	11 (4) Quarterly Destination Marketing programme, Tourism Events programme, Tourism Awareness Programme, Tourism SME Support programme	Quarterly Reports, Invoices	15 (4) Destination Marketing programme, Tourism Events programme, Tourism Awareness Programme, Tourism SME Support programme	Quarterly Reports and Invoices	850 000	1 000 000	500 000	1 250 000	3.5 Million	
KFA 2	IPC9	Number of interventions implemented on export development and promotion for emerging exporters on a quarterly basis	Exporter Sector Specific Training, Trade Missions, Global Exporter Passport Programme, Exporter Development Programme	12 Export Sector Specific Training, Trade Seminars, Trade Missions, Trade Trainers x20; 200 Seminars, Trade Missions, Global Exporter Passport Programme, Global Exporter Development Programme, Exporter Development Programme, Exporter Development Programme, Trade Seminars, Trade Missions, Exporter Development Programme.	14 (4) Quarterly Trade missions; Export Symposium & Exhibition; Export Preparators and Regulations Training; 4 Quarterly Emerging Exporter Training; Exporter Development Programme; 3 Quarterly Trade Seminars;	(4) Trade Mission, Export Symposium & Exhibition, Export Preparators and Regulations Training, Emerging Exporter Training	Quarterly report	(8) (4) Exporter Development Programme, Trade Seminar, Trade Mission, Emerging Exporter Training.	Quarterly report	(11) (3) Trade Mission, Trade Seminar, Emerging Export Training	Quarterly Reports	14 (3) Trade Seminar, Trade Mission, Emerging Exporter Training.	Quarterly report	1 000 000	N/A	N/A	N/A	N/A	1 000 000
KFA 6	IPC11 (a)	Number of Agricultural Farmer support programmes implemented	Cropping Programme, Food security, Hydroponics programme, Piggy and Poultry Structure, Fencing of erable land, Agr-Village, Urban Food systems, Live stock improvement and Tractor maintenance	6 (Food security, Hydroponics, Fencing Production inputs)	7 (Cropping Programme, Food security, Hydroponics programme, Piggy and Poultry Structure, Fencing of erable land, Agr-Village, Urban Food systems.	2 Food security, Fencing of erable land (Specifications and requisition)	Specification & Requisition	4 (2) Urban Food Systems, Piggy Structures	Quarterly report	6 (1) Cropping programme	Quarterly report	9 (2) Hydroponics, Agr-Village	Quarterly report, Completion certificate	N/A	5 000 000	5 000 000	10 260 843	R20 260 843.00	

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KFAS	IFCS	Number of direct and indirect job opportunities created through Economic Development Projects, Initiatives and partnerships	800	600	60	List with ID numbers	370 (310)	List with ID numbers	520 (150)	List with ID numbers	600 (80)	List with ID numbers	N/A	N/A	N/A	N/A	600
ACTING CITY MANAGER: MR. H. SCHUYER																	
SIGNATURE:																	
DATE: 02/06/2022																	
HEAD OF DIRECTORATE: MR. W. MCOWAN																	
SIGNATURE:																	
DATE: 02/06/2022																	

Buffalo City Metropolitan Municipality

Performance Agreement

**CHIEF FINANCIAL OFFICER
DIRECTORATE: FINANCE**



2022/2023

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

MR NCEBA NCUNYANA

In his capacity as Acting City Manager of the Buffalo City Metropolitan Municipality

AND

MR NTSIKELELO SIGCAU

In his capacity as

Chief Financial Officer: Finance

FOR THE

FINANCIAL YEAR 1 July 2022 – 30 June 2023

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

Mr Nceba Ncunyana in his capacity as Acting City Manager (hereinafter referred to as the Employer)

And

Mr Ntsikelelo Sigcau, in his capacity as Chief Financial Officer: Finance an Employee of the Buffalo City Metropolitan 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. The Employer and the Employee are hereinafter referred to as "the Parties."
- 1.2. Section 57(1) (b) of the Systems Act, 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.

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;
- 2.2. Specify objectives and targets established for the Employee and communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3. Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4. Monitor and measure performance against set targeted outputs;
- 2.5. Use the Performance Agreement and Performance Plan as the basis for assessing whether the Employee has met the performance expectations applicable to the position;

- 2.6. Reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7. Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1. This Agreement will commence on the **1 July 2022** and will remain in force until **30 June 2023**.
- 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 employment for any reason or period of acting as the case may be.
- 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, the Service Delivery and Budget Implementation Plan and the Budget of the Employer; and include key objectives, key performance indicators, target dates and weightings.
- 4.3 The key objectives i.e. the main tasks that need to be done, the key performance indicators i.e. the evidence that must be provided to show

that a key objective has been achieved, the target dates i.e. the timeframe in which the work must be achieved and the weightings i.e. the relative importance of the key objectives to each other.

- 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 hereby agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer and to actively focus on the promotion and implementation of the Strategic Outcomes (SO's) (including special projects relevant to the Employee's responsibilities) within the local government framework.

- 5.2 The Employee hereby accepts that the purpose of the performance management system is 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 hereby agrees to consult the Employee about the specific performance standards that are included in the performance management system as applicable to the Employee.

6 APPLICATION OF THE PERFORMANCE MANAGEMENT SYSTEM

- 6.1 The criteria upon which the performance of the Employee is assessed consists of two components, both of which are contained in this Performance Agreement.

- 6.1.1 The Employee will be assessed against both components, with a weighting of 80 allocated to the Strategic Outcomes (SO's) and 20 to Core Competency Requirements (CCR's).

- 6.1.2 Each area of assessment will be weighted and contribute a specific value to the total score.

- 6.1.3 SO's covering the main areas of work will account for 80% and CCR's will account for 20% of the final assessment.

- 6.2 The Employee's assessment will be based on his performance in terms of the outputs / outcomes (performance indicators) identified in the Performance Plan (Annexure A), which are linked to the SO's, and constitute 80% of the overall assessment result in accordance with the

weightings agreed to between the Employer and the Employee and set out hereunder:

MGDS/IDP/SDBIP Strategic Outcomes (SO's)	Weighting
An innovative and productive city	0%
A green city	0%
A connected city	0%
A spatially transformed city	0%
A well governed city	100%
Total	100%

6.3. Core Competency Requirements (CCR's) which are weighted at 20%

The CCRs which are deemed most critical to the employee's specific function have been prescribed by the Municipal Regulations of 2014 which are applicable to Senior Managers. There is no hierarchical connotation to the structure and all competencies are essential to the role of a senior manager to influence high performance. Will be selected from a list and agreed upon with the employer, with consideration for proficiency levels as agreed between the two parties. Weights will further be assigned to the CCRs selected.

This refers to a separate component dealing with competency and expected behaviour

Table 1: Core Competency Requirements from Regulations (2014)

COMPETENCY FRAMEWORK FOR SENIOR MANAGERS					
LEADING COMPETENCIES		Achievement Levels	Weight (%)	HOD's Achievement Level	CM's Score Level
Strategic Direction and Leadership	<ul style="list-style-type: none"> ▪ Impact and Influence ▪ Institutional Performance Management ▪ Strategic Planning and Management ▪ Organisational Awareness 	Basic	12%		
		Competent			
		Advanced			
		Superior			
People Management	<ul style="list-style-type: none"> ▪ Human Capital Planning and Development ▪ Diversity Management ▪ Employee Relations Management ▪ Negotiation and Dispute Management 	Basic	12%		
		Competent			
		Advanced			
		Superior			
Programme and Project Management	<ul style="list-style-type: none"> ▪ Program and Project Planning and Implementation ▪ Service Delivery 	Basic	12%		
		Competent			
		Advanced			
		Superior			

	<ul style="list-style-type: none"> Management Program and Project Monitoring and Evaluation 				
Financial Management	<ul style="list-style-type: none"> Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring 	Basic	10%		
		Competent			
		Advanced			
		Superior			
Change Leadership	<ul style="list-style-type: none"> Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation 	Basic	9%		
		Competent			
		Advanced			
		Superior			
Governance Leadership	<ul style="list-style-type: none"> Policy Formulation Risk and Compliance Management Cooperative Governance 	Basic	9%		
		Competent			
		Advanced			
		Superior			

CORE COMPETENCIES:

	Achievement Levels	Weight (%)	HOD's Achievement Level	CM's Score Level
Moral Competence	Basic	6%		
	Competent			
	Advanced			
	Superior			
Planning and Organising	Basic	6%		
	Competent			
	Advanced			
	Superior			
Analysis and Innovation	Basic	6%		
	Competent			
	Advanced			
	Superior			
Knowledge and Information Management	Basic	6%		
	Competent			
	Advanced			
	Superior			
Communication	Basic	6%		
	Competent			
	Advanced			
	Superior			
Results and Quality focus	Basic	6%		
	Competent			
	Advanced			
	Superior			
Total		100%		

6.4. Achievement Level Descriptions

The achievement levels indicated in the table below serve as a guide for the assessment of CCR's:

Achievement Levels	Rating	Description
Basic	2	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention
Competent	3	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
Advanced	4	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses
Superior	5	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods

7 EVALUATING PERFORMANCE

7.1 The Performance Plan (Annexure A) attached to this Agreement sets out–

7.1.1 the standards and procedures for evaluating the Employee's performance; and

7.1.2 The intervals at which an evaluation of the Employee's performance will be performed.

7.2 Notwithstanding the agreed intervals for evaluation, the Employer may, in addition, review the Employee's performance at any reasonable time, while the contract of employment remains in force.

7.3 Personal growth and development needs identified during a performance review will be documented in a Personal Development Plan which shall also set out the actions and time frames agreed to relate thereto.

7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

7.5 The annual performance appraisal will involve:

7.5.1 An assessment of the achievement of results as outlined in the performance plan as indicated hereunder;

- (a) Each Strategic Outcome (SO) will 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 Strategic Outcome.
- (b) An indicative rating on the five-point scale will be provided for each Strategic Outcome based on the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate a final Strategic Outcome score.

7.5.2. Assessment of the CCR's

- (a) Each CCR's will be assessed according to the extent to which the specified standards have been met.
- (b) Achievement levels on paragraph 6.4 above will be used to score each CCR.
- (c) Based on the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate a final CCR's score.

7.5.3. An overall rating

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

7.6. The assessment of the Employee will be based on the following rating scale for Strategic Outcomes (SO's):

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					

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		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.	
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.	

7.7. For the purposes of evaluating the annual performance of the Employee, an evaluation panel constituted of the following persons will be established-

- 7.1. Municipal Manager
- 7.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 7.3. Ward Committee member (on a rotational basis), where applicable;
- 7.4. A member of the Mayoral Committee; and
- 7.5. A Municipal Manager from another municipality.

8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1. The performance of the Employee will 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 2021 (October 2021)
Second quarter	:	October - December 2021 (January 2022)
Third quarter	:	January - March 2022 (April 2022)
Fourth quarter	:	April – June 2022 (July 2022)

8.2. The Employer shall maintain a record of the mid-year review and the annual assessment meetings.

8.3. Performance feedback based on the Employer's assessment of the Employee's performance will be provided to the Employee.

8.4. The Employer or the Employee will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons subject to consultation and agreement between the parties before any such change is concluded.

9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) addressing development gaps is attached as Annexure "B".

10. OBLIGATIONS OF THE EMPLOYER

10.1. The Employer shall and agrees to –

10.1.1. Create an enabling environment to facilitate effective performance by the Employee;

10.1.2. Provide access to skills development and capacity building opportunities;

10.1.3. Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;

10.1.4. On the request of the Employee, delegate such powers reasonably required by the Employee to enable him or her to meet the performance objectives and targets established in this Agreement;
and

10.1.5. Make available to the Employee such resources as the Employee may

reasonably require from time to time to meet the performance objectives and targets established in this Agreement.

11. CONSULTATION

11.1. The Employer agrees to consult the Employee timeously where the exercising of any of the powers or decisions of the Council will have or result in, amongst others, –

11.1.1. A direct impact on the performance of any of the Employee's functions;

11.1.2. Commit the Employee to implement or to give effect to a decision made by the Employer; and

11.1.3. A substantial financial impact on the Employee or on the budget under the control of the Employee.

11.2. The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

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

12.2. A performance bonus of between 5% to 14% of the inclusive annual remuneration package for the year under consideration may be paid to the Employee in recognition of outstanding performance.

12.4. In the case of unacceptable performance, the Employer shall–

12.4.1. provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

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

13. DISPUTE RESOLUTION

13.1 Any disputes about the nature or content of the Employee's Performance Agreement, whether it relates to key responsibilities, priorities, methods, assessments and / or any other matter provided for, shall be mediated by –

13.1.1. The Executive Mayor, within thirty (30) days of receipt of a formal dispute from the Employee; or

13.1.2. Any other person appointed by the Executive Mayor.

13.6. In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

14. GENERAL

14.1. The contents of this Agreement and the outcome of any review conducted in terms of Annexure A (Performance Plan) will be made available to the public by the Employer.

14.2. Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his / her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at East London on the 28 day of June 2022.

AS WITNESSES:

1. L. M. Sigcau

Ntsikelelo Sigcau (Employee)

2. S. GUNDA

Thus done and signed at East London on the 28 day of June 2022.

AS WITNESSES:

1. 



Nceba Ncunzana (Acting City Manager)

2. 

KFA No.	National Treasury Reference #/OTCM Code	Key Performance Indicator	Project	Baseline (Annual Performance for 2011/22)	Annual target for 2022/23	Target for 2022/2023 SDFHP per Quarter					Resources Allocated for 2022/2023 SDFHP per Quarter												
						1st Quarter Planned Target ending September 2022	2nd Quarter Planned Target ending December 2022	Portfolio of evidence	3rd Quarter Planned Target ending March 2023	Portfolio of evidence	4th Quarter Planned Target ending June 2023	Portfolio of evidence	1st Quarter Planned Budget	2nd Quarter Planned Budget	3rd Quarter Planned Budget	4th Quarter Planned Budget	Total Budget allocated						
KFA37	LED3.21	Percentage of revenue clearance certificates issued within 10 working days from the time of completed application received	N/A	95%	95%	95%	95%	Clearances Report	95%	Clearances Report	95%	Clearances Report	95%	Clearances Report	95%	Clearances Report	Staff Budget	Staff Budget	Staff Budget	Staff Budget	Staff Budget	Staff Budget	Staff Budget
KFA37	LED 2.11	Percentage of budgeted rates revenue collected	N/A	83.5%	85%	21.5%	43% (21.5%)	BP 135 Report	BP 135 Report (21.5%)	BP 135 Report (64.5% (21.5%))	BP 135 Report	BP 135 Report (85% (20.5%))	BP 135 Report	BP 135 Report	BP 135 Report	BP 135 Report	Staff Budget	Staff Budget	Staff Budget	Staff Budget	Staff Budget	Staff Budget	Staff Budget
KFA 39	GG 6.11	Percentage of the municipality's operating budget spent on free basic services to indigent households	Free Basic Services to Indigent households	5%	5%	5%	5%	1. Annual Budget Schedule 2. General Ledger Expenditure per free basic services vote 3. Excel Spreadsheet Calculation	1. Annual Budget Schedule 2. General Ledger Expenditure per free basic services vote 3. Excel Spreadsheet Calculation	1. Annual Budget Schedule 2. General Ledger Expenditure per free basic services vote 3. Excel Spreadsheet Calculation	1. Annual Budget Schedule 2. General Ledger Expenditure per free basic services vote 3. Excel Spreadsheet Calculation	1. Annual Budget Schedule 2. General Ledger Expenditure per free basic services vote 3. Excel Spreadsheet Calculation	1. Annual Budget Schedule 2. General Ledger Expenditure per free basic services vote 3. Excel Spreadsheet Calculation	1. Annual Budget Schedule 2. General Ledger Expenditure per free basic services vote 3. Excel Spreadsheet Calculation	1. Annual Budget Schedule 2. General Ledger Expenditure per free basic services vote 3. Excel Spreadsheet Calculation	1. Annual Budget Schedule 2. General Ledger Expenditure per free basic services vote 3. Excel Spreadsheet Calculation	Operating Budget	Operating Budget	Operating Budget	Operating Budget	Operating Budget	Operating Budget	Operating Budget
KFA37	EE2.11	Percentage of total residential electricity provision allocated as Free Basic Electricity (FBE)	Free Basic Electricity to Indigent households	10%	10%	10%	10%	1. Annual Budget Schedule 2. General Ledger Expenditure per free basic services vote 3. Excel Spreadsheet	1. Annual Budget Schedule 2. General Ledger Expenditure per free basic services vote 3. Excel Spreadsheet	1. Annual Budget Schedule 2. General Ledger Expenditure per free basic services vote 3. Excel Spreadsheet	1. Annual Budget Schedule 2. General Ledger Expenditure per free basic services vote 3. Excel Spreadsheet	1. Annual Budget Schedule 2. General Ledger Expenditure per free basic services vote 3. Excel Spreadsheet	1. Annual Budget Schedule 2. General Ledger Expenditure per free basic services vote 3. Excel Spreadsheet	1. Annual Budget Schedule 2. General Ledger Expenditure per free basic services vote 3. Excel Spreadsheet	1. Annual Budget Schedule 2. General Ledger Expenditure per free basic services vote 3. Excel Spreadsheet	Indigent Free basic allocation in Operational Budget	Indigent Free basic allocation in Operational Budget	Indigent Free basic allocation in Operational Budget	Indigent Free basic allocation in Operational Budget	Indigent Free basic allocation in Operational Budget	Indigent Free basic allocation in Operational Budget	Indigent Free basic allocation in Operational Budget	Indigent Free basic allocation in Operational Budget
KFA37	WGC 31	Percentage of registered billing queries	Accurate Billing of accounts	Less than 3 percent of the total billing	Less than 3.5 percent of the total billing	Less than 3.5 percent of the total billing	Less than 3.5 percent of the total billing	1. IVR Query Register 2. Report on accounts issued	1. IVR Query Register 2. Report on accounts issued	1. IVR Query Register 2. Report on accounts issued	1. IVR Query Register 2. Report on accounts issued	1. IVR Query Register 2. Report on accounts issued	1. IVR Query Register 2. Report on accounts issued	1. IVR Query Register 2. Report on accounts issued	1. IVR Query Register 2. Report on accounts issued	Staff Budget	Staff Budget	Staff Budget	Staff Budget	Staff Budget	Staff Budget	Staff Budget	Staff Budget
KFA37	WGC 30	Life-cycle asset management system implementation stage	Asset management system	Project management at 100% of Phase 3: Further development of the procured ERP system	100%	100%	100%	Progress report.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	6 000 000,00	N/A	N/A	N/A	N/A	N/A	N/A	6 000 000,00
KFA37	LED 3.32	Percentage of municipal payments made to service providers who submitted complete forms within 30-days of invoice submission	N/A	100%	100%	100%	100%	Section 71 report	Section 71 report	Section 71 report	Section 71 report	Section 71 report	Section 71 report	Section 71 report	Section 71 report	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
KFA 38	WGC 6	% of a municipality's capital budget spent on capital projects identified in the IDP	N/A	74%	100%	6%	126% (20%)	Section 71 Report	Section 71 Report (15%)	Section 71 Report (41% (15%))	Section 71 Report	Section 71 Report (100% (59%))	Section 71 Report	Section 71 Report	Section 71 Report	125 181 734	417 272 448	312 954 336	1 230 953 722	2 086 382 240			

KFA No.	Response Category	Key Performance Indicator	Project	Baseline (Annual Performance of 2021/22) (Unaudited)	Annual Target for 2022/23	Target for 2022/23 S0BIP per Quarter				Benchmark: Allocated for 2022/2023 S0BIP per Quarter						
						1st Quarter Planned Target ending September 2022	2nd Quarter Planned Target ending March 2023	3rd Quarter Planned Target ending June 2023	4th Quarter Planned Target ending June 2023	1st Quarter Planned Budget	2nd Quarter Planned Budget	3rd Quarter Planned Budget	4th Quarter Planned Budget	Total Budget Allocated		
KFA 37	WGC 7	% revenue collection rate as measured in accordance with the HSA performance regulations	Implementation of Revenue Enhancement Strategy and Credit Control Policy	83.5%	85%	65% 1. BP133 T101 Balance Billing Report	75% 1. BP133 T101 Balance Billing Report	80% (5%) 1. BP133 T101 Balance Billing Report	85% (5%) 1. BP133 T101 Balance Billing Report	N/A	N/A	N/A	N/A	N/A	N/A	N/A
KFA 39	WGC14	Credit Rating Maintained at A	Appointment of a Credit Rating Institution	A	A	Latest credit Rating	A	Latest credit Rating	A	Latest credit Rating	N/A	N/A	N/A	N/A	R250 000	R250 000
KFA 39	WGC 15	Current ratio (Municipality's ability to pay back its Short-term Liabilities (Debt and Payables) with its Short-term Assets (Cash, Inventory, Receivables).	N/A	1.7:1	1.5:1	Section 71 report	1.5:1	Section 71 report	1.5:1	Section 71 report	N/A	N/A	N/A	N/A	N/A	N/A
KFA 39	WGC 16	Debt to revenue percentage (the extent of Total Borrowings in relation to Total Operating Revenue).	N/A	3.07%	Less than 45%	Section 71 report	Less than 45%	Section 71 report	Less than 45%	Section 71 report	N/A	N/A	N/A	N/A	N/A	N/A
KFA 39	WGC 17	Cost coverage (ability to meet at least the municipality's monthly fixed operating commitments from cash and short-term investment without collecting any additional revenue, during that month).	N/A	1.83	1-2x fixed operating expenditure	Section 71 report	1-2x fixed operating expenditure	Section 71 report	1-2x fixed operating expenditure	Section 71 report	N/A	N/A	N/A	N/A	N/A	N/A
KFA 38	WGC 18	Creditors payment period	N/A	62	30 days	Section 71 report	Section 71 report	Section 71 report	Section 71 report	N/A	N/A	N/A	N/A	N/A	N/A	N/A
KFA 37	WGC 9(a)	Number of Electricity Smart Meters installed (Business Debtors)	Installation of Smart Meters - CAPEX Support and	1 080	250	Meter Register and Status Report	100 (50)	Meter Register and Status Report	230 (50)	Meter Register and Status Report	R2 366 946	R2 366 946	R2 366 946	R2 366 946	R9 467 785	
KFA 37	WGC 9(b)	Number of Electricity and Water Smart Meters Installed (Residential Debtors)	Installation of Smart Meters -CAPEX Support and Maintenance	12 400	10 000	Meter Register and Status Report	3000 (2500)	Meter Register and Status Report	6500 (3500)	Meter Register and Status Report	R14 039 029	R14 039 029	R14 039 029	R14 039 029	R56 156 115	

ACTING CITY MANAGER: MR. N. MOHYAN
 SIGNATURE: 
 DATE: 28/06/2022

HEAD OF OPERATIONS: MR. N. SINDHU
 SIGNATURE: 
 DATE: 28/06/2022