

**PERFORMANCE AGREEMENT**

**MADE AND ENTERED INTO BY AND BETWEEN:**

**THE uMGUNGUNDLOVU DISTRICT MUNICIPALITY AS REPRESENTED BY THE  
ACTING MUNICIPAL MANAGER**

**DR EX MUTHWA  
(THE EMPLOYER)**

**AND**

**HEAD OF DEPARTMENT: TECHNICAL SERVICES**

**MR ZENZELE PERCIVAL NDLOVU  
(THE EMPLOYEE)**

**FOR THE**

**FINANCIAL YEAR: 01 JULY 2023 – 30 JUNE 2024**

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## PERFORMANCE AGREEMENT

### ENTERED INTO AND BETWEEN:

The uMgungundlovu District Municipality herein represented by DR EX Muthwa in her capacity as the Acting Municipal Manager (hereinafter referred to as the Employer)

And,

Mr. Zenzele Percival Ndlovu in his capacity as HEAD OF DEPARTMENT: TECHNICAL SERVICES of the uMgungundlovu District Municipality (hereinafter referred to as the Employee).

### WHEREBY IT IS AGREED AS FOLLOWS:

#### 1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee in terms of section 57(1) (a) of the Local Government: Municipal Systems Acts 32 of 2000 ("the System Act"). The Employer and the Employee are hereinafter referred to as "the Parties".
- 1.2 Section 57(1) (b) of the Systems Act, read with the Contract of Employment concluded between the parties 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 Municipal 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),4(A),(4B) and (5) of the Systems Acts as well as the Contract of Employment entered into between the parties;
- 2.2 Specify objectives and targets established for the employee and to 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
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for permanent employment and /or to assess whether the employee has met the performance expectations applicable to his/her job;
- 2.6 Appropriately 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 01 July 2023 and will remain in force until 30 June 2024 where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of this Agreement. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the Employee's Contract of Employment should no new agreement be concluded for whatever reason, notwithstanding 3.1, the provisions of the Agreement shall continue in force until termination of the Employment Contract.

3.4 The content of this Agreement may be revised at any time during the abovementioned 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 Employee Performance Plan sets out-

4.1.1 The performance objectives and targets that must be met 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 the performance plan are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weighting

4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show 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 agrees to participate in the Performance Management System that the Employer adopts or introduces for the Employer, management, and municipal staff of the Employer.

5.2 The Employee accepts that the purpose of the Performance Management System will be to provide a comprehensive system with specific performance standards to assist the Employer, management, and municipal staff to perform to the standards required.

5.3 The Employer will consult the Employee about the specific performance standard that will be included in the Performance Management System as applicable to the Employee.

**6. The Employee agrees to participate in the Performance Management and Development System that the Employer adopts**

6.1 The Employee undertakes to actively focus towards the promotion and implementation of KPA's (including special projects relevant to the Employee's responsibilities) within the local government framework.

6.2 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

6.2.1 The Employee must be assessed against both components and each area of assessment will be weighted and will contribute a specific part to the total score.

6.2.2 A weighting for the KPA's that cover the main areas of work will account for 80% of the final assessment and CF will account for 20% of the final assessment.

6.3 The Employee's assessment will be based on her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan which are linked to some or all of the following KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

KEY PERFORMANCE AREAS (KPA'S)	WEIGHTING
KPA 1 - Basic Service Delivery	40%
KPA 2 – Local Economic Development and Social Development	15%

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KEY PERFORMANCE AREAS (KPA'S)	WEIGHTING
KPA 3 – Institutional Transformation and Development	10%
KPA 4 – Municipal Financial Viability and Management	15%
KPA 5 – Good Governance and Public Participation	10%
KPA 6 – Cross Cutting Interventions	10%
<b>Total</b>	<b>100%</b>

6.4 The Competency Framework (CF) will make the other 20% of the Employee's assessment score. The CF as contained in the Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers must be used for this purpose. The said Regulations state that there is no hierarchical connotation to the structure and all competencies are essential to the role of a Senior Manager to influence high performance. All competencies must therefore be considered as measurable and critical in assessing the level of a Senior Manager's performance.

#### 6.5 Competency framework structure

The competencies that appear in the competency framework are detailed below.

Leading Competencies	Description	Weighting
Strategic direction and Leadership	<ul style="list-style-type: none"> <li>• Impact and Influence</li> <li>• Institutional Performance Management</li> <li>• Strategic Planning and Management</li> <li>• Organizational Awareness</li> </ul>	15%
People Management	<ul style="list-style-type: none"> <li>• Human Capital Planning and Development</li> <li>• Diversity Management</li> <li>• Employee Relations Management</li> <li>• Negotiation and Dispute Management</li> </ul>	10%
Program and Project Management	<ul style="list-style-type: none"> <li>• Program and Project Planning and Implementation</li> <li>• Service Delivery Management</li> </ul>	20%
Financial Management	<ul style="list-style-type: none"> <li>• Budget Planning and Execution</li> <li>• Financial Strategy and Delivery</li> <li>• Financial Reporting and Monitoring</li> </ul>	10%

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Change Leadership	<ul style="list-style-type: none"> <li>• Change Vision and Strategy</li> <li>• Process Design and Improvement</li> <li>• Change Impact Monitoring and Evaluation</li> </ul>	10%
Governance Leadership	<ul style="list-style-type: none"> <li>• Policy Formulation</li> <li>• Risk and Compliance Management</li> <li>• Cooperative Governance</li> </ul>	5%
<b>CORE COMPETENCIES</b>		<b>WEIGHTING</b>
Moral competencies		5%
Planning and organizing		5%
Analysis and innovation		5%
Knowledge and Information Management		5%
Communication		5%
Results and Quality Focus		5%
<b>TOTAL</b>		<b>100%</b>

## 7. EVALUATING PERFORMANCE

7.1 The Performance Plan to this Agreement sets out-

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

7.1.2 The intervals for the evaluation of the Employee's performance.

7.2 Despite the establishment of intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.

7.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.

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 Assessment of the achievement of results as outlined in the performance plan:

- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to *ad hoc* tasks that had to be performed under the KPA.
- (b) An indicative rating on the five-point scale should be provided for each KPA.
- (c) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of competency levels

- (a) Each leading and core competency contained in the Competency Framework must be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the five-point scale should be provided for each competency.
- © The applicable assessment rating calculator must then be used to add the scores and calculate a final CF score.

7.5.3 Overall Rating

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

7.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's:

LEVEL	TERMINOLOGY	DESCRIPTION	RATING
5	Outstanding Performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicate that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the Performance Agreement 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	

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LEVEL	TERMINOLOGY	DESCRIPTION	RATING
		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 Performance Agreement 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 indicate that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the Performance Agreement 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 Performance Agreement 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.	

The achievement levels indicated in the table below serve as a benchmark for assessing leading and core competencies:

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Achievement Levels	Description
Basic (rating = 1 – 2)	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention
Competent (rating = 3)	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
Advanced (rating = 4)	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses
Superior (rating = 5)	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods

7.7 For purpose of evaluating the performance of the Municipal Manager (*Section 54A employees*); an evaluation panel constituted by the following persons will be established-

- 7.7.1 Mayor;
- 7.7.2 Chairperson of the Audit Committee;
- 7.7.3 Member of the Executive Committee; and
- 7.7.4 Mayor from another Municipality.

7.8 For purpose of evaluating the performance of the Head of Department Technical Services (Heads of Department – *Section 56 employees*), an evaluation panel constituted by the following persons will be established-

- 7.8.1 Municipal Manager;
- 7.8.2 Member of the Audit Committee;
- 7.8.3 Member of the Executive Committee; and
- 7.8.4 Municipal Manager from another Municipality.

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## 8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of each Employee in relation to his/her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

**1<sup>st</sup> Quarter assessments (Jul –Sept) - (Verbal)**

**2<sup>nd</sup> Quarter assessments (Oct – Dec) – (Recorded)**

**3<sup>rd</sup> Quarter assessments (Jan –Mar) – (Verbal)**

**4<sup>th</sup> Quarter assessments (Apr – Jun) – (Recorded)**

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

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

8.4 The Employer will be entitled to review and make reasonable changes to the provisions of the employee's performance plan from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

8.5 The Employer may amend the provisions of the employee's performance plan whenever the Performance Management System is adopted, implemented, and /or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

## 9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing development gaps is attached to the Performance Agreement.

## 10. OBLIGATIONS OF THE EMPLOYER

10.1 The Employer shall:

- 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 delegates such powers reasonably required by the Employee to enable him/ her to meet the performance objectives and targets established in term of this Agreement; and
- 10.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him/her to meet the performance objectives and targets established in terms of this Agreement.

## 11. CONSULTATION

- 11.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others-
  - 1.1.1 A direct effect on the performance of any of the Employee's functions;
  - 1.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and
  - 11.1.4 A substantial financial effect on the Employer.
- 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.

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## **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 5% to 14% of inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.
- 12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least twelve (12) months service on the current remuneration package by 30 June (end of financial year) subject to a fully effective assessment.
- 12.4 In the case of unacceptable performance, the Employer shall-
- 12.4.1 Provide systematic remedial of development support to assist the Employee to improve his or her performance; and
- 12.4.2. After appropriate performance and counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

## **13. Recognition for Performance of Additional Task**

Over and above KPA's where performance will be measured against performance plan entries in Annexure A, recognition may be given for the performance of additional tasks, and reward will in addition be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

## **14. Performance Reporting Deadlines**

Departmental performance reports are due on the 5<sup>th</sup> day after the end of the quarter. The employee must ensure the completeness of the performance report and ensure that portfolio of evidence in support of the performance information reported is submitted.

**15. DISPUTE RESOLUTION**

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

15.1.1 The MEC for Local Government and the Province within thirty (30) days of receipt of a formal dispute from the Employee; or

15.1.2 Any other person appointed by the MEC.

15.1.3 In the event that the mediation process contemplated above fails, clause 15 of the Contract of Employment shall apply.

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**16. GENERAL**

- 16.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.
- 16.2 Nothing in this agreement diminishes the obligations, duties, or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.

Thus, done and signed at Pietermaritzburg on 31<sup>st</sup> July 2023

**AS WITNESSES:**

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**EMPLOYEE**


2.  \_\_\_\_\_

**AS WITNESSES:**

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**EMPLOYER**

2.  \_\_\_\_\_

## INFRASTRUCTURE SERVICE EMPLOYEE PERFORMANCE PLAN FOR 2023/24 FINANCIAL YEAR

B2B Pillar	STRATEGIC OBJECTIVE	PROJECT NAME	KEY PERFORMANCE INDICATOR	UNIT OF MEASURE	BASELINE	ANNUAL TARGET (2023/2024)	QUARTER 1 (July - Sept)	QUARTER 2 (Oct - Dec)	QUARTER 3 (Jan - Mar)	QUARTER 4 (Apr - June)	ANNUAL BUDGET	MEANS OF VERIFICATION/SPOE	
NKPA 1: Basic Service Delivery	To ensure provision of services in sustainable manner.	Nkanvezini Water - Construction of a 10ML reservoir and 9,2km of bulk pipelines and 49km reticulation pipelines.	Construction of the 10ML reservoir - 100% Construction of 9,2km of pipelines - 100% Construction of 49km reticulation pipelines - 100% 33 Valves and Chambers - 100%	Percentage	Reservoir: 45,4% Bulk Pipelines: 99,15% Valves and Chambers: 53,5%.	100% construction and commissioning completed by 30 June 2024	Overall construction at 60%	Overall construction at 73%	Overall construction at 84%	Overall construction at 100%	33 180 205	Signed monthly reports Completion certificate	
				Km	114km of pipelines laid 68%. Reservoir: 75%.	100% construction and commissioning completed by 30 June 2024	Overall construction at 77%	Overall construction at 85%	Overall construction at 92%	Overall construction at 100%	40 075 173	Signed monthly reports Completion certificate	
				Percentage Number	Pipelines: 18km completed - 100% Connections: 800 complete 86%. Reservoir: 90%. Chambers: 52%	100% construction and commissioning completed by 30 June 2024	Appointment of Engineers and Contractor	Complete assessment of the completed work and confirmation of the remaining scope.	Overall construction at 95%	Overall construction at 100%	Overall construction at 100%	7 686 123	Signed monthly reports Completion certificate
				Km Number	Pipelines: 226 km complete. Reservoirs/Tanks: 400KL Reservoir- 100%. 50KL BPT - 100%. 2 X 22KL steel tank- 100%. Chambers: 55/No - 93%. Yard Taps: 143/No - 66%.	100% construction and commissioning completed by 31 March 2024	Overall construction at 98%	Overall construction at 100%	Overall construction at 100%	4 404 660,00	Signed monthly reports Completion certificate		
Pillar 2: Delivering Basic Services	To ensure provision of services in sustainable manner.	Greater Eleye reticulation water supply scheme	100% completion of 45 chambers, 670 yard taps and 1 KM Pipeline	Km			Overall construction at 98%	Overall construction at 100%	Project commissioning and handover - 100%	N/A		Signed monthly reports Completion certificate	
				Number of chambers and yard taps.			Overall construction at 98%	Overall construction at 100%	Project commissioning and handover - 100%	N/A	13 551 972,00	Signed monthly reports Completion certificate	
Pillar 2: Delivering Basic Services	To ensure provision of services in sustainable manner.	Greater Eleye reticulation water supply scheme - Eleye/Kwazibusele Reticulation	100% completion of 55 chambers, 204 yard taps and 39 Km Pipeline	Km of pipeline			Overall construction at 98%	Overall construction at 100%	Project commissioning and handover - 100%	N/A		Signed monthly reports Completion certificate	
				Number of chambers and yard taps.			Overall construction at 98%	Overall construction at 100%	Project commissioning and handover - 100%	N/A	13 551 972,00	Signed monthly reports Completion certificate	

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**INFRASTRUCTURE SERVICE EMPLOYEE PERFORMANCE PLAN FOR 2023/24 FINANCIAL YEAR**

B2B Pillar	STRATEGIC OBJECTIVE	PROJECT NAME	KEY PERFORMANCE INDICATOR	UNIT OF MEASURE	BASELINE	ANNUAL TARGET (2023/2024)	QUARTER 1 (July - Sept)	QUARTER 2 (Oct - Dec)	QUARTER 3 (Jan - Mar)	QUARTER 4 (Apr - June)	ANNUAL BUDGET	MEANS OF VERIFICATION/SPOE
Pillar 2: Delivering Basic Services	To ensure provision of services in sustainable manner.	Greater Eleye reticulation water supply scheme-Mt Elias/Eleye Reticulation Extension	100% completion of 43 chambers, 670 yard taps and 1 KM Pipeline	Km Number		100% construction and commissioning complete by 31 March 2024	Overall construction at 98%	Overall construction at 100%	Project commissioning and handover - 100%	N/A	R22 094 000	Signed monthly reports Completion certificate
Pillar 2: Delivering Basic Services	To ensure provision of services in sustainable manner.	Installation of Borehole and Development of springs Project. Under MWSIG Funding	100% Completed 35 Boreholes and 5 Spring Development Project	Percentage Number	Project approval	100% construction and commissioning completed by 30 June 2024	Appointment of the Contractor	Project handover and 10% completion	60% project complete	100% complete	R22 146 555.00	Signed close out report.
Pillar 2: Delivering Basic Services	To ensure provision of services in sustainable manner.	Impendle bulk	Construction tender approval	Approved detailed design report and completed construction tender document	Project approval	Detailed design and construction tender documentation approved by 30 June 2024	Procurement of Professional Services Provider (consulting engineers)	Approved inception report	N/A	Approved detailed design report and Phase 1 construction tender document.	7 089 153	Approved detailed design report and Phase 1 construction tender document.
Pillar 2: Delivering Basic Services	To ensure provision of services in sustainable manner.	Natli Reticulation Phase 1	Construction tender approval	Approved detailed design report and completed construction tender document	Project approval	Detailed design and construction tender documentation approved by 30 June 2024	Procurement of Professional Services Provider (consulting engineers) - 100%	Approved inception report	N/A	Approved detailed design report and Phase 1 construction tender document 100%	3 178 718	Approved detailed design report and Phase 1 construction tender document.
Pillar 2: Delivering Basic Services	To ensure provision of services in sustainable manner.	Mapana bulk connection and Brunville/Phumlas upgrade	50% Completion of the bulk water infrastructure upgrade from Brunville to Mooli River Town.	Percentage	Project approval	Construction project 50% completed by 30 June 2024	Procurement of Professional Services Provider (consulting engineers) - 100%	Approved detailed design report and construction tender document 100%	Procurement of contractor = 100%	Construction project 50% complete.	20 338 088	Appointment letter Signed monthly reports

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**INFRASTRUCTURE SERVICE EMPLOYEE PERFORMANCE PLAN FOR 2023/24 FINANCIAL YEAR**

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Pillar 2: Delivering Basic Services	To ensure provision of services in sustainable manner.	Mkhava Mpethu Phase 3	Business plan and detailed design approved	Approved Business Plan by Cogta MBPAC	Draft business plan and detailed design completed.	Finalisation of detail design and approved business plan by 31 March 2024	N/A	Business Plan reviewed and recommended for approval by CogTA MBPAC. (Municipal Business Plan Appraisal Committee)	Approval of business plan 100%	N/A	4 984 000.00	Approval of business plan Proof of submission
Pillar 2: Delivering Basic Services	To ensure provision of services in sustainable manner.	Mayeuvu	Close out reports - 100%	Final close out report	Mayeuvu reclamation project - complete	Close out reports - 100% by June 2024			Submission of draft close out report - 50%	Submission of final close out report - 100%	434 783	Close report
Pillar 2: Delivering Basic Services	To ensure provision of services in sustainable manner.	Development of pumpstation refurbishment business plan	Develop and submit business plan for funding approval	Council Approved Business Plan submitted to DWS	None	Developed and submitted business plan for funding approval by 31 March 2024	Draft Business Plan developed and submitted to the Portfolio Committee	Draft Business Plan developed and submitted to the Council	Submit Final Business Plan to department of water and sanitation	N/A	Salaries	Final Business Plan, Council Reports and proof of submission to DWS
Pillar 2: Delivering Basic Services	To ensure provision of services in sustainable manner.	Bulk services provision for housing development (Krayelisha, Hillside, Sedera, Lutimans term, Hillan Phase 4)	Council Approved Business Plan for Bulk services provision on housing development	Council Approved Business Plan	None	Developed and submitted Business Plan for Bulk services provision on housing development to Council for approval by June 2024	Procurement of Professional Services Provider (consulting engineers)	Desktop study - 100% complete	Draft Business Plan developed	Final Business Plan submitted to Council for Approval	2 000 000	Final Business Plan and Council Resolution
Pillar 2: Delivering Basic Services	Rural roads study to inform road maintenance	Rural Roads Asset Management System - Assessment of the condition of rural roads	Collection of road condition data in uMngeni, Msunduzi, Impendle and Mpotlana. Burrow pit databases in all seven LMs	Kms of roads assessed	Visual Road Condition Assessments to be conducted in uMngeni, Mpotlana, Impendle and Msunduzi	Visual Road condition assessments to be conducted in Mpotlana, uMngeni, Msunduzi and Impendle LMs by 30 June 2024. Burrow pit database to be completed by 30 June 2024	Visual Road condition assessment in uMngeni	Visual Road condition assessment in uMngeni and Msunduzi	Visual Road condition assessment in Msunduzi and Mpotlana	Visual Road condition assessment submitted to Council for Approval	2 363 478	assessment reports and data

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B2B Pillar	STRATEGIC OBJECTIVE	PROJECT NAME	KEY PERFORMANCE INDICATOR	UNIT OF MEASURE	BASELINE	ANNUAL TARGET (2023/2024)	QUARTER 1 (July - Sept)	QUARTER 2 (Oct - Dec)	QUARTER 3 (Jan - Mar)	QUARTER 4 (Apr - June)	ANNUAL BUDGET	MEANS OF VERIFICATION/SPOE
Pillar 2: Delivering Basic Services	To manage and facilitate integrated transport planning and strategy	Development of comprehensive integrated transport plan	Developed and submitted business plan for funding approval of the CIP to DOT	Council Approved Business Plan submitted to Department of Transport	None	Developed and submitted business plan for funding approval of the CIP to DOT by 31 March 2024	Developed Business Plan and submitted to the Portfolio Committee	Draft Business Plan developed and submitted to the Council	Submit Final Business Plan to DOT	N/A	N/A	Final Business Plan, Council Reports and proof of submission to DOT
	To ensure provision of services in sustainable manner.	Installation of VIP toilets	Installed and Completed 746 VIP Toilets within uMgungundlovu District Municipality	Number	VIP toilets completed within uMDM	Installed and Completed 746 VIP Toilets within uMgungundlovu District Municipality by 30 September 2023	Installation of 88 VIP toilets in uMshwathi, 204 VIP toilets in Impende, installation of 198 VIP toilets in Mkhambathini, 48 VIP toilets in uMngeni, 180 VIP toilets in Richmond, 48 VIP toilets in Mpotana.	N/A	N/A	N/A	R13 468 477	Invoices; close out report
Pillar 2: Delivering Basic Services	To ensure the provision of services in sustainable manner.	Bulk water purchases	27 549 924 Kl bulk water purchased	KL	OKL	27 549 924 Kl bulk water purchased by 30 June 2024	6 557 454 Kl of Bulk Water purchased	6 557 454 Kl of Bulk Water purchased	6 557 454 Kl of Bulk Water purchased	7 877 562 Kl of Bulk Water purchased	R244 845 046.00	Purchase Invoices (Proof of actual Kl delivered)
	To provide access to sustainable quality drinking water	Provision for water services via Water Tankers to 6 LM's	Delivery of 302 940 kl through water tanker trucks hired and deployed for water delivery	Volume of Water in Kl	0 Kl of water distributed	Delivered 302 940 kl through 6 LM's through water tanker trucks hired and deployed for water delivery by 30 June 2024	78 950 Kl water to be delivered	74 520 Kl water to be delivered	74 520 Kl water to be delivered	76 550 Kl water to be delivered	R 56 882 000	Water Point Bulk Meter Reading (Meter photos)
Pillar 2: Delivering Basic Services	To ensure provision of services in sustainable manner.	Provision of Electrical and mechanical maintenance services	Number of Routine and preventative maintenance of equipment and plant according to the Maintenance programme for the year for (Mkhambathini, uMngeni, Richmond, Mpotana, Impende and uMshwathi)	Number of days	0	Routine and preventative maintenance of equipment and plant according to the Maintenance programme for the year (Mkhambathini = 12 days, uMngeni = 35 days, Richmond = 60 days, Mpotana = 60 days, Impende = 60 days)	Routine and preventative maintenance of equipment and plant according to the maintenance programme for the year (Mkhambathini = 12 days, uMngeni = 35 days, Richmond = 60 days, Mpotana = 60 days, Impende = 60 days)	Routine and preventative maintenance of equipment and plant according to the maintenance programme for the year (Mkhambathini = 12 days, uMngeni = 60 days, Mpotana = 39 days, Impende = 60 days)	Routine and preventative maintenance of equipment and plant according to the maintenance programme for the year (Mkhambathini = 12 days, uMngeni = 36 days, Richmond = 144 days, Mpotana = 36 days, Richmond = 36 days)	Routine and preventative maintenance of equipment and plant according to the maintenance programme for the year (Mkhambathini = 12 days, uMngeni = 36 days, Richmond = 12 days, uMngeni = 36 days, Richmond = 36 days)	R 16 492 671	Signed Maintenance Register and incident register

Z.P.  
E.M.W

**INFRASTRUCTURE SERVICE EMPLOYEE PERFORMANCE PLAN FOR 2023/34 FINANCIAL YEAR**

STRATEGIC OBJECTIVE	PROJECT NAME	KEY PERFORMANCE INDICATOR	UNIT OF MEASURE	BASELINE	ANNUAL TARGET (2023/2024)	QUARTER 1 (July - Sept)	QUARTER 2 (Oct - Dec)	QUARTER 3 (Jan - Mar)	QUARTER 4 (Apr - June)	ANNUAL BUDGET	MEANS OF VERIFICATION/SPOE
To provide access to sustainable quality drinking water	Water Quality compliance inline with SANS 241 - 2015 drinking water standards	Percentage of water quality compliance for micro biological compliance, aesthetic compliance and operational compliance	Percentage	Water quality compliance to ensure 95% micro biological compliance, 90% aesthetic compliance and 90% operational compliance	Water quality compliance to ensure 95% micro biological compliance, 90% aesthetic compliance and 90% operational compliance by 30 June 2024	Water quality compliance to ensure 95% micro biological compliance, 90% aesthetic compliance and 90% operational compliance	Water quality compliance to ensure 95% micro biological compliance, 90% aesthetic compliance and 90% operational compliance	Water quality compliance to ensure 95% micro biological compliance, 90% aesthetic compliance and 90% operational compliance	Water quality compliance to ensure 95% micro biological compliance, 90% aesthetic compliance and 90% operational compliance	R 1,895,400.00	Water quality monthly reports
To provide access to sustainable quality drinking water	Water treatment chemicals	Number of kg of Water Treatment Chemicals purchased	Number	None	36,000 kg of Water Treatment Chemicals purchased by 30 June 2024	Purchase 9000kg of water treatment chemicals	Purchase 9000kg of water treatment chemicals	Purchase 9000kg of water treatment chemicals	Purchase 9000kg of water treatment chemicals	R842,400.00	Invoices for chemicals purchased Signed stock taking report
To ensure the final effluent meet the discharge limits	Wastewater Effluent Quality Compliance inline with Water Use Licence and/or General Requirements.	Percentage of Wastewater Works Final Overall Effluent Quality Compliance	Percentage	80%	Wastewater Works with overall waste water quality compliance of 80% by 30 June 2024	Wastewater Works Final Overall Effluent Quality Compliance of 80% (July 2023-August 2023)	Wastewater Works Final Overall Effluent Quality Compliance of 80% (September 2023 - November 2023)	Wastewater Works Final Overall Effluent Quality Compliance of 80% (December 2023 - March 2024 - May 2024 February)	Wastewater Works Final Overall Effluent Quality Compliance of 80% (March 2023 - May 2024)	R 63,180,000.00	Monthly Wastewater quality reports
Ensure that water losses is reduced to a minimum standard	Compilation and submission of water balance report to DNS.	Number of monthly Water Balances reports completed	Number	0	12 x monthly Water Balances reports completed by 30 June 2024	3 x monthly Water Balances reports	3 x monthly Water Balances reports	3 x monthly Water Balances reports	3 x monthly Water Balances reports	N/A	12 x monthly Water Balances reports.
Ensure that water losses is reduced to a minimum standard	Development of Non-Revenue Water Reduction Strategy	Approved Non-Revenue Water Reduction Strategy	Approved Non-Revenue Water Reduction Strategy	0	Approved Non-Revenue Water Reduction Strategy by 30 June 2024	N/A	N/A	Non-Revenue Water Reduction Strategy considered and recommended for approval by Infrastructure Committee to Full Council.	Non-Revenue Water Reduction Strategy approved and adopted by the Full Council.	N/A	Invite, Attendance register
Ensure that water losses is reduced to a minimum standard	Reduction of non-revenue water	Reduction of non-revenue water by 4%.	Percentage	55%	non-revenue water reduced by 4% by 30 June 2024	Reduction of non-revenue water by 4%	Reduction of non-revenue water by 4%.	Reduction of non-revenue water by 4%.	Reduction of non-revenue water by 4%.	N/A	Water balance report

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KJMN

**INFRASTRUCTURE SERVICE EMPLOYEE PERFORMANCE PLAN FOR 2023/34 FINANCIAL YEAR**

B2B Pillar	STRATEGIC OBJECTIVE	PROJECT NAME	KEY PERFORMANCE INDICATOR	UNIT OF MEASURE	BASELINE	ANNUAL TARGET (2023/2024)	QUARTER 1 (July - Sept)	QUARTER 2 (Oct - Dec)	QUARTER 3 (Jan - Mar)	QUARTER 4 (Apr - June)	ANNUAL BUDGET	MEANS OF VERIFICATION/SPOE
Pillar 2: Delivering Basic Services	Ensure that water losses is reduced to a minimum standard	Development of water conservation and water demand business plan	Developed and submitted business plan for funding approval	Council Approved Business Plan submitted to DWS	None	Developed and submitted business plan for funding approval by 31 March 2024	Draft Business Plan developed and submitted to the Portfolio Committee	Draft Business Plan developed and submitted to the Council	Submit Final Business Plan to department of water and sanitation	N/A	N/A	Final Business Plan, Council Reports and proof of submission to DWS
<b>NKPA 2: Local Economic Development and Social Development</b>												
Providing services according to the Principles of Batho Pele	Integration of service delivery and job creation, eradicate poverty and improve quality of life for all people within uMqungulovoti District.	EPWP Job creation through infrastructure projects	Number of EPWP Job opportunities created through infrastructure	Number	N/A	50	50	50	50	0	N/A - part of project budget	EPWP report
<b>NKPA 3: Institutional Transformation and development</b>												
Pillar 3: Good Governance - Compliance with laws and by-legislation	Effective Records Management in line with National Archives Act	Sound records management and Compliance with the National Archives Act	% of compliance with the National Archives Act	Percentage	100% of compliance with the National Archives Act	100% Submission of information to Records Management Section by 30 June 2024	100% Submission of information to Records Management Section by 30 September 2023	100% Submission of information to Records Management Section by 30 December 2024	100% Submission of information to Records Management Section by 30 March 2024	100% Submission of information to Records Management Section by 30 June 2024	N/A	Proof of submission to Records

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**INFRASTRUCTURE SERVICE EMPLOYEE PERFORMANCE PLAN FOR 2023/34 FINANCIAL YEAR**

EB2 Pillar	Strategic Objective	Project Name	Key Performance Indicator	Unit of Measure	Baseline	Annual Target (2023/2024)	Quarter 1 (July - Sept)	Quarter 2 (Oct - Dec)	Quarter 3 (Jan - Mar)	Quarter 4 (Apr - June)	Annual Budget	Means of Verification/SPOE	
Pillar 4: Sound Financial Management - Functionally of Supply Chain Management	NKPA 4: Municipal financial viability and management Compliance with the Municipal Finance Management Act and Regulations Municipal Budget and Reporting Regulations	Budget Compilation	Submission of Departmental Budget Inputs	Percentage	2022/23 Budget	100% submission of departmental Budget Inputs by 31 March 2024	N/A	N/A	N/A	100% submission of departmental Budget Inputs by 30 June 2024	Nil	Council resolution adopting procurement plan with departmental inputs	
		Monitoring of capital project implementation	Percentage spending on capital budget	Percentage	N/A	100% Spend of Capital Budget by 30 June 2024	20% Spend of Capital Budget	50% Spend of Capital Budget	75% Spend of Capital Budget	100% Spend of Capital Budget	N/A	Report on capital spending	
		Processing and authorization of invoices, and submission to Finance payment within 30days.	100% processing and authorization of all payable invoices within 7 working days of receipt.	Percentage	N/A	100% authorization of payable invoices within 7 days.	100% authorization of payable invoices within 7 days.	100% authorization of payable invoices within 7 days.	100% authorization of payable invoices within 7 days.	100% authorization of payable invoices within 7 days.	100% authorization of payable invoices within 7 days.	N/A	Invoice/payment certificates register
		Reduction of Unauthorized, Irregular, Fruitless and Wasteful Expenditure (UIFW)	Reduce UIFW to a maximum of 10% of the approved departmental budget.	Percentage	N/A	Limit UIFW within 10% of the approved Departmental budget.	Limit UIFW within 10% of the approved Departmental budget.	Limit UIFW within 10% of the approved Departmental budget.	Limit UIFW within 10% of the approved Departmental budget.	Limit UIFW within 10% of the approved Departmental budget.	Limit UIFW within 10% of the approved Departmental budget.		Finance Portfolio Reports
		Procurement Plan	Submission of Departmental Inputs to the Procurement Plan	Percentage	2022/23 Procurement Plan	100% submission of departmental inputs into the Procurement Plan by 31 March 2024	N/A	N/A	N/A	N/A	100% submission of departmental inputs into the Procurement Plan by 30 June 2024	Nil	Council resolution adopting procurement plan with departmental inputs

Z.P.  
R.X.M

**INFRASTRUCTURE SERVICE EMPLOYEE PERFORMANCE PLAN FOR 2023/34 FINANCIAL YEAR**

B2B Pillar	STRATEGIC OBJECTIVE	PROJECT NAME	KEY PERFORMANCE INDICATOR	UNIT OF MEASURE	BASELINE	ANNUAL TARGET (2023/2024)	QUARTER 1 (July - Sept)	QUARTER 2 (Oct - Dec)	QUARTER 3 (Jan - Mar)	QUARTER 4 (Apr - June)	ANNUAL BUDGET	MEANS OF VERIFICATION/SPOE
Pillar 3: Good Governance	To ensure an integrated and aligned development planning  To ensure an integrated and aligned development planning  To ensure effective risk management and compliance within the municipality  To ensure effective risk management and compliance within the municipality  To ensure effective risk management and compliance within the municipality  To provide reasonable assurance on the adequacy & effectiveness of the systems of internal controls, risk and performance management  To provide reasonable assurance on the adequacy & effectiveness of the systems of internal controls, risk and performance management  To provide reasonable assurance on the adequacy & effectiveness of the systems of internal controls, risk and performance management	IDP Steering Committee Meetings	Number of IDP Steering Committee meetings by 30 June 2024	Number	2 Steering Committee meetings attended by 30 June 2023	Attended 4 convened IDP Steering Committee meetings by 30 June 2024	Attend 1 Convened IDP Steering Committee meetings by 30 September 2023	Attend 1 Convened IDP Steering Committee meetings by 31 December 2023	Attend 1 Convened IDP Steering Committee meetings by 31 March 2024	Attend 1 Convened IDP Steering Committee meetings by 30 June 2024	Nil	Council Resolution adopting IDP with Departmental Inputs
		Development of IDP	Submission of Departmental IDP Inputs	Percentage	2022/23 IDP	100% submission of departmental IDP Inputs	N/A	N/A	N/A	100% submission of departmental IDP inputs by 30 June 2024	Nil	Prof of Consolidated IDP Inputs and Submission via email
		Risk management Committee Meetings	Attendance of Risk management committee meetings	Date	2 Risk Committee meetings attended by 30 June 2023	Attend 4x Risk management committee meetings by 30 June 2024	Attend 1x Risk management committee meeting by 30 September 2023	Attend 1x Risk management committee meeting by 31 December 2023	Attend 1x Risk management committee meeting by 31 March 2024	Attend 1x Risk management committee meeting by 30 June 2024	Nil	Attendance register
		Risk Management	Submission of updated risk register report	Number of updated risk register report submitted to RM Unit by date	2022/23 updated risk register report	Submit 4x updated risk register report to RM Unit by 30 June 2024	Submit 1x updated risk register report by 30 September 2023	Submit 1x updated risk register report to RM Unit by 31 December 2023	Submit 1x updated risk register report to RM Unit by 31 March 2024	Submit 1x updated risk register report to RM Unit by 30 June 2024	Nil	Updated Risk Register Report, Proof of Submission via email
		Risk Management	Implementation of Risk Mitigation	Number/percentage	2022/23 updated risk mitigation report	100% implementation of Risk Mitigation report by 30 June 2024	100% implementation of Risk Mitigation report by 30 September 2023	100% implementation of Risk Mitigation report by 31 December 2023	100% implementation of Risk Mitigation report by 31 March 2024	100% implementation of Risk Mitigation report by 30 June 2024	Nil	Quality Mitigation Report, Proof of Submission via email
		Audit and Performance management Committee Meetings	Attendance of Audit and Performance management Committee meetings	Date/Number	Audit and Performance management Committees by 30 June 2023	Attend 4x Audit and Performance management Committee meetings by 30 June 2024	Attend 1x Audit and Performance management meeting by 30 September 2023	Attend 1x Audit and Performance management meeting by 31 December 2023	Attend 1x Audit and Performance management meeting by 31 March 2024	Attend 1x Audit and Performance management meeting by 30 June 2024	Nil	Attendance register
			Percentage of internal audit findings relating to inaccurate reporting.	Percentage	N/A - New	0%	0%	0%	0%	0%	0% Nil	IA Report
			Percentage of auditor general findings resulting to a qualified audit opinion.	Percentage	N/A - New	0%	0%	N/A	N/A	0% N	0% Nil	AG Report
		AGSA Action Plan	Implementation of internal Audit and AGSA Action Plan due per quarter	Number/percentage	2022/23 Internal Audit and AGSA Action Plan	100% implementation of Internal Audit and AGSA Action Plan by 30 June 2024	100% implementation of Internal Audit and AGSA Action Plan by 30 September 2023	100% implementation of Internal Audit and AGSA Action Plan by 31 December 2023	100% implementation of Internal Audit and AGSA Action Plan by 31 March 2024	100% implementation of Internal Audit and AGSA Action Plan by 30 June 2024	Nil	Quarterly updated Internal Audit and AGSA Implementation Report, Proof of Submission via email

*Z.P.N*  
*A.J.M*

**INFRASTRUCTURE SERVICE EMPLOYEE PERFORMANCE PLAN FOR 2023/24 FINANCIAL YEAR**

B2B Pillar	STRATEGIC OBJECTIVE	PROJECT NAME	KEY PERFORMANCE INDICATOR	UNIT OF MEASURE	BASELINE	ANNUAL TARGET (2023/2024)	QUARTER 1 (July - Sept)	QUARTER 2 (Oct - Dec)	QUARTER 3 (Jan - Mar)	QUARTER 4 (Apr - June)	ANNUAL BUDGET	MEANS OF VERIFICATION/SPOE
Pillar 5: Building capable local government institutions	To maintain an organizational performance management system as a tool to monitor performance, evaluate and report on service delivery programs	Performance Management Reports	Number of Departmental Performance management reports submitted	Number	2022/23 Annual Performance Management report	4x Quarterly departmental Performance Management report submitted by 30 June 2024	1x Performance Management report submitted by 30 September 2023	1x Performance Management report submitted by 31 December 2023	1x Performance Management report submitted by 31 March 2024	1x Performance Management report submitted by 30 June 2024	Nil	Signed Quarterly POE quality Assurance certificate
	To improve the coherence and impact of government service delivery with focus on coordination, integrated development and resources streamlining with three spheres of government	DDM meetings	Number of Economic Sector, Investment, and Infrastructure Development (ESID) Sub-Cluster meetings attended	Number	4	4	1	1	1	1	Nil	Meeting attendance register iNile
	To ensure strengthen public participation within the Municipality	Council Meetings	Sitting of council meetings as per the calendar of meetings	Number	Council meetings attended by 30 June 2023	Attended 11 council meetings by 30 June 2024	3x meetings attended by 30 September 2023	2x meetings attended by 31 December 2023	3x meetings attended by 31 March 2024	3x meetings attended by 30 June 2024	Nil	Attendance register
	To ensure strengthen public participation within the Municipality	EXCO Meetings	Sitting of EXCO meetings as per the calendar of meetings	Number	EXCO meetings attended by 30 June 2023	Attended 11x EXCO meetings by 30 June 2024	3x EXCO meetings attended by 30 September 2023	2x EXCO meetings attended by 31 December 2023	3x EXCO meetings attended by 31 March 2024	3x EXCO meetings attended by 30 June 2024	Nil	Attendance register
Pillar 3: Good Governance	To ensure strengthen public participation within the Municipality	Portfolio Meetings	Sitting of HR and sound governance Portfolio meetings as per the calendar of meetings	Number	Technical and sound governance Portfolio meetings attended by 30 June 2023	Attended 11x Technical and sound governance Portfolio meetings by June 2024	3x Technical and sound governance Portfolio meetings attended by 30 September 2023	2x Technical and sound governance Portfolio meetings attended by 31 December 2023	3x Technical and sound governance Portfolio meetings attended by 31 March 2024	3x Technical and sound governance Portfolio meetings attended by 30 June 2024	Nil	Attendance register
	To ensure strengthen public participation within the Municipality	Local Labour Forum Meetings	Sitting of Local Labour Forum meetings as per the calendar of meetings	Number	Local Labour Forum meetings attended by 30 June 2023	Attended 4x Local Labour Forum meetings by 30 June 2024	1x Local Labour Forum meetings attended by 30 September 2023	1x Local Labour Forum meetings attended by 31 December 2023	1x Local Labour Forum meetings attended by 31 March 2024	1x Local Labour Forum meetings attended by 30 June 2024	Nil	Attendance register
	To ensure strengthen public participation within the Municipality	MANCO Meetings	Sitting of MANCO meetings as per the calendar of meetings	Date/Number	MANCO meetings attended by 30 June 2023	Attended 4 convened MANCO meetings by 30 June 2024	Attend 1 Convened MANCO meetings by 30 September 2023	Attend 1 Convened MANCO meetings by 31 December 2023	Attend 1 Convened MANCO meetings by 31 March 2024	Attend Convened MANCO meetings by 30 June 2024	Nil	Attendance register
	To ensure strengthen public participation within the Municipality	BAC Meetings	Sitting of BAC meetings as per the calendar of meetings	Date	BAC meetings attended by 30 June 2023	Attended convened BAC meetings by 30 June 2024	Attend Convened BAC meetings by 30 September 2023	Attend Convened BAC meetings by 31 December 2023	Attend Convened BAC meetings by 31 March 2024	Attend Convened BAC meetings by 30 June 2024	Nil	Attendance register

*Handwritten initials/signature*



**INFRASTRUCTURE SERVICE EMPLOYEE PERFORMANCE PLAN FOR 2023/34 FINANCIAL YEAR**

B2B Pillar	STRATEGIC OBJECTIVE	PROJECT NAME	KEY PERFORMANCE INDICATOR	UNIT OF MEASURE	BASELINE	ANNUAL TARGET (2023/2024)	QUARTER 1 (July - Sept)	QUARTER 2 (Oct - Dec)	QUARTER 3 (Jan - Mar)	QUARTER 4 (Apr - June)	ANNUAL BUDGET	MEANS OF VERIFICATION/SIPOE
P1	To ensure strengthened public participation within the Municipality	Departmental Meetings	Conduction of Departmental meetings	Number	4	Conducted 4x Departmental meetings by 30 June 2024	1x Departmental meeting conducted by 30 September 2023	1x Departmental meeting conducted by 31 December 2023	1x Departmental meeting conducted by 31 March 2024	1x Departmental meeting conducted by 30 June 2024	Nil	Attendance register
<b>IKPA 6: Cross Cutting Interventions</b>												
Pillar 3: Good Governance	To ensure an integrated and aligned development planning	AGSA RFI's and Queries	AGSA RFI's and Queries addressed within 48 hours of receiving the request	Days	2021/22 AGSA RFI's and queries addressed within 48 hours	Address AGSA RFI's and Queries addressed within 48 hours of receiving the request by 31 December 2023	Address AGSA RFI's and Queries addressed within 48 hours of receiving the request by 30 September 2023	Address AGSA RFI's and Queries addressed within 48 hours of receiving the request by 31 December 2023	N/A	N/A	Nil	Proof of submission to RMU Manager

Signature and Date:  .....

Signature and Date:  .....

EMPLOYER

EMPLOYEE



**SCHEDULE 2 OF THE LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT, 2000 (ACT NO. 32 OF 2000)**

**CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS**

**Definitions**

1. In this Schedule "partner" means a person who permanently lives with another person in a manner as if married.

**General conduct**

2. A staff member of a municipality at all times-
  - a) Loyal execute the lawful policies of the municipal council;
  - b) Perform the functions of office in good faith, diligently, honestly and in a transparent manner;
  - c) Act in such a way that the spirit, purport and objects of section 50 are promoted;
  - d) Act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised; and
  - e) Act impartially and treat all people, including other staff members. Equally without favour or prejudice.

**Commitment to serving the public interest**

3. A staff member of a municipality is a public servant in a developmental local system, and must accordingly-
  - a) Implement the provisions of section 50(2)
  - b) Foster a culture of commitment to serving the public and a collective sense of responsibility for performance in terms of standards and targets;
  - c) Promote and seek to implement the basic values and principles of public administration described in section 195 (1) of the Constitution;
  - d) Obtain copies of or information about the municipality's integrated development plan, and as far as possible within the ambit of the staff member's job description, seek to implement

the objectives set out in the integrated development plan, and achieved the performance targets set for each performance indicator;

- e) Participate in the overall performance management system for the municipality, as well as the staff member's individual performance appraisal and reward system, if such exists, in order to maximise the ability of the municipality as a whole to achieve its objectives and improve the quality of life of its residents.

### **Personal gain**

4. (1) A staff member of a municipality may not-

- a) Use the position or privileges of a staff member or confidential information obtained as a staff member or private gain or to improperly benefit another person; or
- b) Take a decision on behalf of the municipality concerning a matter in matter in matter in which that staff member, or that staff member's spouse, partner or business associate, has a *direct* or *indirect* personal or private business interest.

(2) Except with the prior consent of the council of a municipality a staff member of the municipality may not-

- (a) Be a party to a contract for-
  - (i) The provision of goods or services to the municipality' or
  - (ii) The performance of any work for the municipality otherwise than as a staff member;
- (b) Obtain a financial interest in any business of the municipality; or
- © Be engaged in any business, trade or profession other than the work of the municipality.

### **Disclosure of benefits**

5. (1) A staff member of a municipality who, or whose spouse, partner, business associate or close family member acquired or stands to acquire any direct benefit from a contract concluded with the municipality must disclose in writing full particulars of the benefit to the council.

(2) This item does not apply to a benefit which a staff member, or a spouse, partner, business associate or close family member, has or acquires in common with all other residents of the municipality.

### **Unauthorized disclosure of information**

6. (1) A staff member of a municipality may not without permission disclose any privileged or confidential information obtained as a staff member of the municipality to an unauthorized person.

(2) For the purpose of the of this item "privileged or confidential information" includes any information-

- (a) Determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential;
- (b) Discussed in closed session by the council or a committee of the council;
- © Disclosure of which would violate a person's right to privacy; or
- (d) Declared to be privileged, confidential or secret in terms of any law.

(3) This item does not derogate from a person's right of access to information in terms of national legislation.

### **Undue influence**

7. A staff member of a municipality may not-
- (a) Unduly influence or attempt to influence the council of the municipality, or a structure or functionary of the council, or a council or, with a view to obtaining any appointment, promotion, privilege, disadvantage or benefit or for a family member, friend or associate;
  - (b) Mislead or attempt to mislead the council, or a structure or functionary of the council, in its consideration of any matter; or
  - (c) Be involved in a business venture with a councilor without the prior written consent of the council of the municipality.

### **Rewards, gifts and favours**

8. (1) a staff member of a municipality may not request, solicit or accept any reward, gift or favour for-
- (a) Persuading the council of the municipality, or any structure or functionary of the council, with regard to exercise of any power or the performance of any duty;
  - (b) Making a representation to the council, or any structure or functionary of the council;
  - (c) Disclosing any privileged or confidential information; or
  - (d) Doing or not doing anything within that staff member's powers or duties.
- (2) A staff member must without delay report to a superior official or to the speaker of the council any offer which, if accepted by the staff member, would constitute a breach of sub item (1).

### **Council property**

9. A staff member of a municipality may not use, take, acquire, or benefit from any 1 property or asset owned, controlled or managed by the municipality to which that staff member has no right.

**Payment of arrears**

10. A staff member of a municipality may not be in arrears to the municipality for rates and service charges for a period longer than 3 months, and a municipality may deduct any outstanding amounts from a staff member's salary after this period.

**Participation in elections**

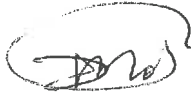
11. A staff member of a municipality may not participate in an election of the council of the municipality, other than in an official capacity or pursuant to any constitutional right.

**Sexual harassment**

12. A staff member of a municipality may not embark on any action amounting to sexual harassment.

**Reporting duty of staff members**

13. Whenever a staff member of a municipality has reasonable grounds for believing that there has been a breach of this code, the staff member must without delay report the matter to a superior officer or to the speaker of the council.  
Breaches of Code
14. Breaches of this Code must be dealt with in terms of the disciplinary procedures of the municipality envisaged in section 67(1)(h) of this Act



Signature of Staff Member

Date: 31 July 2023



**PERSONAL DEVELOPMENT PLAN**

**DETAILS OF THE MANAGER**

**Name:** Mr. Zenzele Ndlovu

**Designation:** Executive Manager: Infrastructure Services

DEVELOPMENT PLAN			PERFORMANCE REVIEW		
AREA TO BE DEVELOPED	TYPE OF INTERVENTION	TARGET DATE	PROGRESS	BARRIRES	ACTION TO OVERCOME BARRIER
Strategic financial management	CPMD				

Signature: 

Date : 31 July 2023



**DECLARATION OF INTEREST BY EMPLOYEES**

IN TERMS OF PARAGRAPH 5 OF SCHEDULE 2 OF THE MUNICIPAL SYSTEMS ACT, NO 32 OF 2000

Municipal Manager  
 uMgungundlovu District Municipality  
 PO Box 3235  
 PIETERMARITZBURG  
 3200

1. I, (full name and address) ZEMZELE PERCIVAL MDLOVU  
P.O. Box 16458  
MEWCASTLE  
2954

Do here declare that I have the following interests:

	Financial interest	Name of Entity	No of Shares	% Interest
1	Share and securities			
2	Membership			
3	Beneficiary of Trusts			
4	Directorships	PERFOLENCE HOLDING	1000	—
5	Partnerships	SUAMILE TRADING	100	—
6	Other business undertakings:			
7				
8				

2. I also have the following additional interests:

(i) I am employed by M/A  
and receive remuneration in the amount of R \_\_\_\_\_  
(excludes employment and remuneration, as an employee of uMgungundlovu district Municipality)

(ii) I either own or have interest in the following properties, being mainly business property where there is financial gain:  
M/A  
(excludes residential property)

(iii) I receive a pension from M/A  
in the amount of R \_\_\_\_\_  
(excludes pension from uMgungundlovu District Municipality).

(iv) I receive a subsidy and/or grant and/or sponsorship from the following organisations:  
M/A  
(excludes subsidy from uMgungundlovu District Municipality).

3. I understand to advise the Municipal Manager if there is any change in the nature or detail of my financial interests as stated above.

[Signature]  
**DEPONENT**

I certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit, which was signed and sworn to before me at Pietermaritzburg

On 2023-08-10 @ 16:45

After the provisions of the Regulation contained in Government Notice No R1258 published in Government Gazette No 3619 dated 21 July 1972 and Government Notice NO 1648 dated 19 August 1977, had been duly complied with.

[Signature]  
**COMMISSIONER OF OATHS**

