



**UMZIMVUBU**  
LOCAL MUNICIPALITY

## PERFORMANCE AGREEMENT

**Tinashe Fundira**

**CHIEF FINANCIAL OFFICER**

---

**2018– 2019**

UPHULISO KUMNTU WONKE

*LSM*

# PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN

## UMZIMVUBU LOCAL MUNICIPALITY

Herein represented by **GPT NOTA**, in his duly authorized capacity as **Municipal Manager** of  
UMZIMVUBU LOCAL MUNICIPALITY

AND

Tinashe Fundira

Hereinafter referred to as **EMPLOYEE** in her capacity as duly appointed as **CHIEF FINANCIAL OFFICER** of the municipality for the period of 16 August 2018 to 30 June 2019

### WHEREAS

- A. The Employer has entered into an Agreement of Employment with the Employee in terms of section 57(1)(b) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) as amended;
- B. Section 57(2)(a)(i) and (ii) of the amended Local Government: Municipal Systems Act, 2000, read with the Memorandum of Agreement of Employment concluded between the parties, requires the parties to conclude an annual Performance Agreement within sixty (60) days of assumption of duty, and renew it annually within one month after the beginning of each financial year of the municipality;
- C. The parties must 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 as defined in the municipal Integrated Development Plan; and
- D. The parties must ensure that there is compliance with Sections 57(4A), 57(4B), 57 (c) and 57(5) of the Local Government: Municipal Systems Act, 2000 as amended,

T.F. RA  
GPT

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**INTERPRETATION AND DEFINITIONS**

1. In this Agreement, unless the context indicates otherwise–
  - (a) an expression, which denotes any gender, includes the other genders, a natural person includes an judicial person and vice versa, and the singular includes the plural and vice versa;
  - (b) clause headings are for convenience only and will not be used in its interpretation, and the following expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings–

**“agreement”** means this Performance Agreement and all the Appendices hereto;

**“Employee”** means Tinashe Fundira ;

**“KPA”** means Key Performance Area;

**“KPI”** means Key Performance Indicator;

**“KRA”** means Key Responsible Area;

**“MEC”** means the Member of the Eastern Cape Executive Council responsible for local government;

**“MFMA”** means the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003);

**“Municipality”** means UMZIMVUBU LOCAL MUNICIPALITY, established in terms of Structures Act;

**“parties”** means the Municipality and the Employee;

**“performance management system”** means a process used by the Municipality to evaluate organisational and its individual performance against the goals and objectives set out on the IDP.

**"Regulations"** means the Local Government: Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006, promulgated in the Government Gazette as Regulation Notice 805 on 1 August 2006;

**"Structures Act"** means the Local Government: Municipal Structures Act, 2000 (Act No. 117 of 1998); and

**"Systems Act"** means the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) as amended, and the Regulations promulgated in terms of the Act;

- (c) words and expressions defined in any sub-clause, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause; and
- (d) This agreement is governed by and construed in accordance with the laws of the Republic of South Africa.

## PURPOSE OF THIS AGREEMENT

2. The purpose of this Agreement is to –

- (a) Comply with the provisions of Section 57(1)(b),(4A),(4B), (4C) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- (b) Communicate the Employer's performance expectations and accountabilities to the Employee, by specifying objectives and targets as defined in the IDP;
- (c) Specify accountabilities as set out in the Performance Plan, which must be in a format substantially compliant with Appendix "A";
- (d) Monitor and measure performance against set targeted outputs;

- (e) use this Agreement and the Performance Plan as the basis for assessing the performance of the Employee and to establish whether the Employee has met the performance expectations applicable to the position; and
- (f) Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance.

### **COMMENCEMENT AND DURATION**

- 3.(1) This Agreement will commence on 16 August 2018 and will remain in force until 30 June 2019, whereafter a new Agreement, Performance Plan and Personal Development Plan must be concluded between the parties for each of the following financial years or any portion thereof for the duration of the Agreement of Employment.
- (2) This Agreement will terminate on the termination of the Employee's employment for any reason whatsoever or when the Acting Appointment is terminated.
- (3) The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- (4) 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 must immediately be revised.
- (5) Any significant amendments or deviations must take cognisance of the requirements of sections 34 and 42 of the Systems Act, and regulation 4(5) of the Regulations.

### **PERFORMANCE OBJECTIVES**

- 4.(1) The Performance Plan must set out the–
  - (a) the performance objectives and targets that must be met by the Employee; and

T.F. PE  
LPI

- (b) the time frames within which those performance objectives and targets must be met.
- (2) The performance objectives and targets reflected in the Performance Plan must–
  - (a) be set by the Employer in consultation with the Employee;
  - (b) be based on the Integrated Development Plan and Budget of the Employer; and
  - (c) include key objectives, performance indicators, target dates and weightings.
- (3) It is agreed that–
  - (a) the key objectives must describe the main tasks that must be performed by the Employee;
  - (b) the key performance indicators provide the details of the evidence that must be provided to indicate that a key objective has been achieved;
  - (c) the target dates describe the timeframe in which the work must be achieved; and
  - (d) the weightings indicate the relative importance of the key objectives to each other.
- (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.

#### **PERFORMANCE MANAGEMENT SYSTEM**

- 5.(1) The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Municipality, and accepts that the purpose of the performance management system is to provide a comprehensive system, with specific performance standards, to assist Municipality to perform to the standards required.
- (2) The Employer must consult the Employee about the specific performance standards that are included in the performance management system that are applicable to the Employee.

- (3) The Employee undertakes to actively focus on the promotion and implementation of the Key Performance Areas, including special projects relevant to the Employee's responsibilities, within the local government framework.
- (4) The Employee must be assessed on his or her performance in terms of the performance indicators identified in the attached Performance Plan and include—
- (a) the Key Performance Areas; and
- (b) Core Managerial Competencies,
- with a weighting of 80:20 allocated to sub-clause (a) and (b) respectively.
- (5) The Key Performance Areas will make up 80% of the Employee's assessment score, and will contain the following areas of which all of them are compulsory and weights must be allocated to each of them according to the scale of core and functional responsibilities:

Key Performance Areas (80% of Total)	Weighting
Basic Service Delivery	0
Municipal Institutional Development and Transformation	5
Local Economic Development	10
Municipal Financial Viability and Management	70
Good Governance and Public Participation	15
Spatial Development	0
Total	100%

- (6) The Core Management Criteria will make up the other 20% of the Employee's assessment score
- (7) The Core Competency Requirements are deemed to be most critical for the Employee's specific job and only ten (10) of them should be selected from the list below as agreed to between the Employer and Employee:

T.F. PE  
G.A.I.

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (20% of Total)		
CORE MANAGERIAL COMPETENCIES (CMC)	√	WEIGHT
Strategic Direction and Leadership		
Programme and Project Management	√	5
Financial Management	√	20
Change Management	√	5
People Management	√	5
Governance Leadership		
CORE OCCUPATIONAL COMPETENCIES (COC's)		
Moral competence	√	20 10 78
Planning and organising	√	10
Analysis and innovation	√	10
Knowledge and information Management	√	10
Communication	√	10
Results and quality focus	√	5
Total percentage		100%

- (8) Final Assessment scores shall be given according to each Key Performance Area either by working out a mean or by giving one final score to each KPA.
- (9) Final Assessment scores shall be awarded according to each Core Managerial Competency either by working out a mean or by giving one final score to each CMC.

#### EVALUATING PERFORMANCE

6. (1) The Performance Plan, attached hereto as Appendix "A", must set out the :-
- the standards and procedures for evaluating the Employee's performance; and
  - the intervals for the evaluation of the Employee's performance.
- (2) Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage during the validity of the Agreement of Employment.

T.F 32  
4/1



- (3) Personal growth and development needs identified during any performance review discussion, as well as the actions and time frames agreed to, must be documented in a Personal Development Plan, which must be in a format substantially compliant with Appendix "B.
- (4) The Employee's performance will be measured in terms of contributions to the goals and strategies contemplated in the Employer's Integrated Development Plan.
- (5) The annual performance appraisal must involve–
  - (a) an assessment of the achievement of results as outlined in the performance plan;
  - (b) an assessment of each Key Performance Area 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;
  - (c) a rating on the five-point scale for each Key Performance Area; and
  - (d) the use of the applicable assessment rating calculator to add the scores and calculate a final Key Performance Area score.
- (6) The Core Management Criteria must be assessed–
  - (a) according to the extent to which the specified standards have been met;
  - (b) with an indicative rating on the five-point scale for each Criteria; and
  - (c) by using the applicable assessment rating calculator to add the scores and calculating a final score.
- (7) An overall rating is calculated by using the applicable assessment-rating calculator, Which represents the outcome of the performance appraisal, provided that the performance assessment of the Employee will be based on the following rating scale for both Key Performance Indicators and Core Management Criteria:

Level	Terminology	Description Rating
-------	-------------	--------------------

TF  
 AB  
 LA

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.

(8) The performance of the Employee must be evaluated by an evaluation panel constituted

T.F PZ  
SAT

in terms of regulation 27(4)(d), (e) and (f) of the Regulations.

### **SCHEDULE FOR PERFORMANCE REVIEWS**

- 7.(1) The performance of each Employee in relation to his or her performance agreement must be reviewed during–
- (a) July to September for the First quarter;
  - (b) October to December for the Second Quarter;
  - (c) January to March for the Third quarter
  - (d) April to June for the Fourth quarter,

Provided that reviews in the first and third quarter may be verbal if performance is satisfactory.

- (2) The Employer must keep a record of all performance assessment meetings, and feedback must be based on the Employer's assessment of the Employee's performance.
- (3) The Employer may amend the provisions of the Performance Plan whenever the performance management system is adopted, implemented or amended, provided that the Employee must be consulted before any such change is made.
- (4) The work performance and performance review will not be confined and limited to the performance plan, any incidental work outside the performance plan shall be performed and evaluated accordingly.

### **OBLIGATIONS OF THE EMPLOYER**

8. The Employer must–
- (a) create an enabling environment to facilitate effective performance by the Employee;

T.F PE  
GPT

- (b) provide access to skills development and capacity building opportunities;
- (c) work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- (d) 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
- (e) make available to the Employee such resources as the Employee may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in this Agreement.

#### **CONSULTATION**

9. (1) The Employer agrees to consult the Employee timeously where the exercising of the powers will–
- (a) have a direct effect on the performance of any of the Employee's functions;
  - (b) commit the Employee to implement or to give effect to a decision made by the Employer; and
  - (c) have a substantial financial effect on the Employee.
- (2) The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in sub-clause (1) above, as soon as is practicable to enable the Employee to take any necessary action without delay.

#### **MANAGEMENT OF EVALUATION OUTCOMES**

- 10.(1) The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

T.F. J.E.  
L.S.P.

- (2) A performance bonus of between 5% and 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance, as per regulation 32(2) of the Regulations.
- (3) In the case of unacceptable performance, the Employer–
- (a) must provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- (b) may, after appropriate performance counselling and having provided the necessary guidance and support as well as reasonable time for improvement in performance, consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.
- (4) *The following formula shall be used to calculate total scores for awarding performance bonus: -*
- i) (a) *Weight x Final score per KPA = V x 80% (for KPA) = score for each KPA*  
 (b) *Add up all KPA scores to get a total sum = W*  
 (c) *Sum total( W) /400x100=Y*
- ii) (a) *Weight x Final score per CMC = Y x 20% (for CMC) = score for each CCR*  
 (b) *Add up all CCR scores to get a total sum = Z*
- iii) *Y + Z = Total score*
- (5) The following formula shall be used to allocate the performance bonus after the total score has been calculated in accordance with section 10 (4) above:

FINAL SCORE	BONUS/REWARD
150 and above	10% to 14% of the annual total remuneration package
130 to 149%	5% to 9% of the annual total remuneration package
129% to 100%	Not entitled to performance bonus
99% and below	Compulsory Performance Counselling

T.F. PK  
 2/11

(6) The above mentioned formula in subsection 5 shall be normalised as follows:-

RANGE	SCORE	% Bonus
150 AND ABOVE	164 and above	14
	163	13.705
150 AND ABOVE	162	13.42
	161	13.135
	160	12.85
	159	12.565
	158	12.28
	157	11.995
	156	11.71
	155	11.425
	154	11.14
	153	10.855
	152	10.57
	151	10.285
	150	10

RANGE	SCORE	% Bonus
Between 130 and 149	149	9
	148	8.6
Between 130 and 149	147	8.4
	146	8.2
	145	8
	144	7.8
	143	7.6
	142	7.4
	141	7.2
	140	7
	139	6.8
	138	6.6
	137	6.4
	136	6.2
	135	6
	134	5.8
133	5.6	
132	5.4	
131	5.2	
130	5	

### SUB-STANDARD / POOR PERFORMANCE MANAGEMENT

11. (a) All endeavors shall be made to provide support in the form of guidance, training and counselling to the employee when displaying signs of sub-standard performance.

T.F. [Signature]  
G.M.

- (b) The employee shall be given adequate period ranging from four months to six months to improve performance.
- (c) Unequivocal performance targets with a succinct action plan shall be drawn up for the employee with clear results to be achieved.
- (d) The time needed for an employee to improve his/ her performance shall be dictated by the nature and level of the job.

## **DISPUTE RESOLUTION**

- 12.(1) Any disputes about the nature or content of the Employee's Performance Agreement, whether it relates to key responsibilities, priorities, methods of assessment and or salary increment in the agreement, must be mediated by –
  - (a) The Mayor, within thirty days of receipt of a formal dispute from the Employee, whose decision shall be final and binding to both parties
- (2) Any disputes about the outcome of the Employee's performance evaluation, must be mediated by–
  - (a) A member of the municipal Council, provided that such Councillor was not part of the evaluation panel contemplated in regulation 27(4)(e) of the Regulations, within thirty days of receipt of a formal dispute from the Employee, whose decision shall be final and binding on both parties.

## **GENERAL**

- 13.(1) The Employer must make the contents of this Agreement and the outcome of any review conducted in terms of the Performance Plan available to the public as contemplated in section 46 of the Systems Act.
- (2) Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his or her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- (3) The performance assessment results of the Municipal Manager must be submitted to the Member of the Executive Council responsible for local government in the Eastern Cape as well as the National Minister responsible for local government, within fourteen days after the conclusion of the assessment.

T.F. PC  
UP

- (4) The employee is required to complete the Financial Disclosure Form as per Item 5 of the Code of Conduct for municipal staff members which is attached to this agreement as Appendix "C".

SIGNED AT KWABHACA ON THIS 12 DAY OF September 2018

**AS WITNESSES:**

1.  .....

2.  .....

  
\_\_\_\_\_  
**SIGNATURE OF THE EMPLOYER REPRESENTATIVE**

**AS WITNESSES:**

1.  .....

2. S.N  .....

  
\_\_\_\_\_  
**SIGNATURE OF THE EMPLOYEE**



## APPENDIX B

### PERSONAL DEVELOPMENT PLAN- 2018 / 2019

<b>Incumbent</b>	<b>Tinashe Fundira</b>
<b>Employee No.</b>	<b>4504</b>
<b>Job Title</b>	<b>Chief Financial Officer</b>
<b>Report to</b>	<b>Municipal Manager</b>

1. What are the competencies required for this job (refer to competency profile of job description)?
  - a. **Bcom Degree in Finance**
  - b. **Managerial skills**
  - c.
2. What competencies from the above list, does the job holder already possess?

**A; B**

3. What then are the competency gaps? (If the job holder possesses all the necessary competencies, complete No's 5 and 6.)
  - Updated courses on MFMA,MSA,SCM,Treasury guidelines
4. Actions/Training interventions to address the gaps/needs
  - Attend training or update courses
5. Indicate the competencies required for future career progression/development
  - Up to date on Legislation
6. Actions/Training interventions to address future progression
  - Attend training and update courses

FE

TF  
GPT

7. Comments/Remarks of the Incumbent  
No

---

---

---

8. Comments/Remarks of the supervisor  
No

---

---

---

Agreed upon

Signature:  \_\_\_\_\_

Supervisor: S. M. NOIA

Date: 12/09/2018

Signature:  \_\_\_\_\_

Incumbent: T. FUNDIWA

Date: 12/09/2018

## Tinashe Fundira

Scorecard Details:	
<b>Ref:</b>	SDP18PM/SCD2
<b>Created By:</b>	Phindile Magadla
<b>Created On:</b>	12 February 2019 10:51
<b>Activated By:</b>	Phindile Magadla
<b>Activated On:</b>	12 February 2019 11:19
<b>Employee Job Details:</b>	
<b>Job Start Date:</b>	12 May 2017
<b>Department:</b>	Budget and Treasury
<b>Job Title:</b>	Chief Financial Officer
<b>Manager:</b>	Municipal Manager

### KPAs

Ref	Municipal KPA	Strategic Objective	Pre-determined Objectives	KPI	Unit of Measurement	Baseline	Source of Evidence	Sub-Directorate	KPI Owner	KPA Weight	Overall Weight
<b>Basic Service Delivery - KPAs</b>											
SDP18/D9	Basic Service Delivery	5. To provide access to improved, sustainable and modernized infrastructure to the community	1. Infrastructure Investment (Roads, water, sanitation, electricity, housing)	Number of indigent beneficiaries subsidised with solar, electricity and paraffin	Number	8722	Eskom Invoices with beneficiary listing, Invoices for alternative energy with beneficiary listing. Supplier Invoice for Paraffin with distribution register.	Budget and Treasury: Revenue & Debt Collection	CFO	100%	5%
<b>Total Basic Service Delivery - KPAs Weight:</b>										<b>100%</b>	<b>5%</b>
<b>Local Economic Development - KPAs</b>											
SDP18/D26	Local Economic Development	3. To develop and maintain a financial viable and sustainable institution that achieves full compliance with legislation	2. Economic and sectoral development (job creation, employment, LED Projects, tourism, Agriculture, rural development)	Percentage benefitatio on local contractors on capital and operational projects	Percentage	NA	Expenditure reports	Budget and Treasury: Supply Chain Management	CFO	100%	5%
<b>Total Local Economic Development - KPAs Weight:</b>										<b>100%</b>	<b>5%</b>
<b>Financial Management Viability - KPAs</b>											
<b>Total Basic Service Delivery - KPAs Weight:</b>										<b>100%</b>	<b>5%</b>

<b>Total Basic Service Delivery - KPAs Weight:</b>										<b>100%</b>	<b>5%</b>
<b>Total Local Economic Development - KPAs Weight:</b>										<b>100%</b>	<b>5%</b>
<b>Total Basic Service Delivery - KPAs Weight:</b>										<b>100%</b>	<b>5%</b>
<b>Total Local Economic Development - KPAs Weight:</b>										<b>100%</b>	<b>5%</b>
<b>Total Weight:</b>										<b>-</b>	<b>100%</b>

Ref	Municipal KPA	Strategic Objective	Pre-determined Objectives	KPI	Unit of Measurement	Baseline	Source of Evidence	Sub-Directorate	KPI Owner	KPA Weight	Overall Weight
SDP18/D11	Financial Management Viability	3. To develop and maintain a financial viable and sustainable institution that achieves full compliance with legislation	3. Financial viability (clean audit, corruption)	Number of Sec 72 reports submitted to PT and NT by the 28 Feb 2019	Number	1	Signed certificate by MM and Mayor, Proof of submission to National Treasury	Budget and Treasury: Reporting & Asset Management	CFO	6.67%	5%
SDP18/D12	Financial Management Viability	3. To develop and maintain a financial viable and sustainable institution that achieves full compliance with legislation	3. Financial viability (clean audit, corruption)	Number of adjustment budget submitted to PT and NT by the 28 Feb 2019	Number	1	Council Resolution for Budget approvals, Proof of submission to Provincial and National Treasury	Budget and Treasury: Reporting & Asset Management	CFO	6.67%	5%
SDP18/D13	Financial Management Viability	3. To develop and maintain a financial viable and sustainable institution that achieves full compliance with legislation	3. Financial viability (clean audit, corruption)	Number of draft budget submitted to council by the 31 March and final budget by the 30 May 2019	Number	1	Council Resolution on for Budget approvals, Budget Documents, proof of submission to Provincial and National Treasury	Budget and Treasury: Reporting & Asset Management	CFO	6.67%	5%
SDP18/D14	Financial Management Viability	3. To develop and maintain a financial viable and sustainable institution that achieves full compliance with legislation	3. Financial viability (clean audit, corruption)	Number of monthly sec 71 reports submitted to National Treasury by the 10 of every month	Number	12	Proof of submission on to Provincial and National treasury and a signed quality certificate by the Municipal Manager and the Mayor	Budget and Treasury: Reporting & Asset Management	CFO	6.67%	5%
SDP18/D15	Financial Management Viability	3. To develop and maintain a financial viable and sustainable institution that achieves full compliance with legislation	3. Financial viability (clean audit, corruption)	Number of GRAP compliant Asset Registers compiled and updated	Number	2	Asset additions schedule, Asset verification report, Complete AR	Budget and Treasury: Reporting & Asset Management	CFO	6.67%	5%
SDP18/D16	Financial Management Viability	3. To develop and maintain a financial viable and sustainable institution that achieves full compliance with legislation	3. Financial viability (clean audit, corruption)	Number of Lease Audit and data cleansing conducted by the 31 March 2019	Number	1	Audit & reconciled data from the VR to the Deeds and surveyor General Report	Budget and Treasury: Revenue & Debt Collection	CFO	6.67%	5%
SDP18/D17	Financial Management Viability	3. To develop and maintain a financial viable and sustainable institution that achieves full compliance with legislation	3. Financial viability (clean audit, corruption)	Amount Collected by 30 June 2019	Currency	33000000	Sec 71 Reports	Budget and Treasury: Revenue & Debt Collection	CFO	6.67%	5%
SDP18/D18	Financial Management Viability	3. To develop and maintain a financial viable and sustainable institution that achieves full compliance with legislation	3. Financial viability (clean audit, corruption)	Number of Financial Statements Prepared and Submitted for Assurance reviews	Number	3	GRAP Compliant AFS Set, Proof of Submission to AG, Internal and External Audit Reports	Budget and Treasury: Reporting & Asset Management	CFO	6.67%	5%
<b>Total Weight:</b>										-	<b>100%</b>

Ref	Municipal KPA	Strategic Objective	Pre-determined Objectives	KPI	Unit of Measurement	Baseline	Source of Evidence	Sub-Directorate	KPI Owner	KPA Weight	Overall Weight
SDP18/D19	Financial Management Viability	3. To develop and maintain a financial viable and sustainable institution that achieves full compliance with legislation	3. Financial viability (clean audit, corruption)	Percentage of Capital budget spent by 30 Jun 2019	Percentage	100%	Expenditure reports	Budget and Treasury: Revenue & Debt Collection	CFO	6.67%	5%
SDP18/D20	Financial Management Viability	3. To develop and maintain a financial viable and sustainable institution that achieves full compliance with legislation	3. Financial viability (clean audit, corruption)	Percentage of operating budget spent by 30 Jun 2019	Percentage	100%	Expenditure reports	Budget and Treasury: Revenue & Debt Collection	CFO	6.67%	5%
SDP18/D21	Financial Management Viability	3. To develop and maintain a financial viable and sustainable institution that achieves full compliance with legislation	3. Financial viability (clean audit, corruption)	Number of sites disposed as per vision 2030	Number	NA	Council approval to dispose the list of identified sites, sales agreement	Budget and Treasury: Supply Chain Management	CFO	6.67%	5%
SDP18/D22	Financial Management Viability	3. To develop and maintain a financial viable and sustainable institution that achieves full compliance with legislation	3. Financial viability (clean audit, corruption)	Outstanding Services debtors to revenue	Number	90 days	Section 71 reports	Budget and Treasury: Revenue & Debt Collection	CFO	6.67%	5%
SDP18/D23	Financial Management Viability	3. To develop and maintain a financial viable and sustainable institution that achieves full compliance with legislation	3. Financial viability (clean audit, corruption)	Debt coverage	Ratios	67	Sec 71 reports	Budget and Treasury: Revenue & Debt Collection	CFO	6.67%	5%
SDP18/D24	Financial Management Viability	3. To develop and maintain a financial viable and sustainable institution that achieves full compliance with legislation	3. Financial viability (clean audit, corruption)	Percentage of Capital budget spent by 30 Jun 2019	Percentage	100%	Expenditure Reports	Budget and Treasury: Budget, Reporting & Asset Management	CFO	6.67%	5%
SDP18/D25	Financial Management Viability	3. To develop and maintain a financial viable and sustainable institution that achieves full compliance with legislation	3. Financial viability (clean audit, corruption)	Cost Cover	Currency	25	Sec 71 report	Budget and Treasury: Expenditure	CFO	6.67%	5%
<b>Total Financial Management Viability - KPIs Weight: 100%</b>											
<b>Total Financial Management Viability - KPIs Weight: 75%</b>											
<b>Institutional Development and Transformation - KPIs</b>											
SDP18/D10	Institutional Development and Transformation	2. To build and strengthen the administrative and institutional capability of the municipality	5. Institutional integration and coordination (institutional development, organogram, workforce, principles development)	Number of MSCOA training Conducted for Councillors and Staff	Number	5	Attendance Registers for workshop and Training,	Budget and Treasury: Budget, Reporting & Asset Management	CFO	100%	5%
<b>Total Weight:</b>										<b>-</b>	<b>100%</b>

Ref	Municipal KPA	Strategic Objective	Pre-determined Objectives	KPI	Unit of Measurement	Baseline	Source of Evidence	Sub-Directorate	KPI Owner	KPA Weight	Overall Weight
<b>Total Institutional Development and Transformation - KPIs Weight:</b>											
<b>Good Governance &amp; Public Participation - KPIs</b>											
SDP18/D27	Good Governance & Public Participation	3. To develop and maintain a financial viable and sustainable institution that achieves full compliance with legislation	3. Financial viability (clean audit, corruption)	Number of opinion expressed on financial statements by internal and external Auditors	Number	1 - qualified report	Report from AG	Budget and Treasury: Budget, Reporting & Asset Management	CFO	50%	5%
SDP18/D28	Good Governance & Public Participation	3. To develop and maintain a financial viable and sustainable institution that achieves full compliance with legislation	3. Financial viability (clean audit, corruption)	Percentage of creditors paid within 30 days of submission of a valid invoice	Percentage	100%	Expenditure reports	Budget and Treasury: Expenditure	CFO	50%	5%
<b>Total Good Governance &amp; Public Participation - KPIs Weight:</b>										<b>100%</b>	<b>10%</b>
<b>Total Weight:</b>										<b>-</b>	<b>100%</b>

### Core Competencies

Core Competency	Description	Weight
Analysis and Innovation	Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives	10%
Change Leadership	Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community	5%
Communication	Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders	10%
Financial Management	Able to compile, plan and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognised financial practices. Further to ensure that all financial transactions are managed in an ethical manner	20%
Governance Leadership	Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation of relevant policies and enhance cooperative governance relationships	5%
Knowledge and Information Management	Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government	10%
Moral competence	Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competence	10%
People Management	Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives	5%
Planning and Organising	Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk	10%
Programme and Project Management	Able to understand programme and project management methodology; plan, manage, monitor and evaluate specific activities in order to delivery on set objectives	5%
Results and Quality Focus	Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage other to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives	5%
Strategic Direction and Leadership	Provide and direct a vision for the institution, and inspire and deploy others to delivery on the strategic institutional mandate	5%

## Component Weights

Indicators	Lines	Weights	Component Weights
KPAs	20	100%	80%
Basic Service Delivery - KPAs	1	5.00%	
Local Economic Development - KPAs	1	5.00%	
Financial Management Viability - KPAs	15	75.00%	
Institutional Development and Transformation - KPAs	1	5.00%	
Good Governance & Public Participation - KPAs	2	10.00%	
Activities	0	0%	0%
<b>Total Indicators:</b>	<b>20</b>		<b>80%</b>
<b>Core Competencies:</b>	<b>12</b>	<b>100%</b>	<b>20%</b>
<b>Total:</b>	<b>32</b>		<b>100%</b>

## APPENDIX A

# PERFORMANCE PLAN 2018/2019

**Entered into by and between**

**uMzimvubu Local Municipality**

**and**

**Tinashe Fundira**

### **1. Purpose**

The performance plan defines the Council's expectations of the **Chief Financial Officer** performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

### **2. Key responsibilities**

The following objects of local government will inform the **Chief Financial Officer** performance against set performance indicators:

- 2.1 Provide democratic and accountable government.
- 2.2 Ensure sound governance within the municipality.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community organisations in the matters of local government.

### **3. Key Performance Areas**

The following Key Performance Areas (KPA's) as outlined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers (2006), inform the strategic objectives listed in the table below:

- 3.1 Municipal Institutional Development and Transformation.

T.F  
G.M.T



- 3.2 Local Economic Development
- 3.3 Municipal Financial Viability and Management.
- 3.4 Good Governance and Public Participation

**4. Key Performance Objectives and Indicators, for the Chief Financial Officer**

The provisions and statutory time frames contained in the following legislation are required to be reported on and measured:

- 4.1 Local Government: Municipal performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Manager, 2006 (Regulation No. R805, dated 1 August 2006)
- 4.2 Regulation No. 796 (Local Government: Municipal Planning and Performance Management Regulations, 2001) dated 24 August 2001
- 4.3 Municipal Finance Management Act, 2003,
- 4.4 Municipal Structures Act, 1998, in particular but not limited to Section 29 and 50
- 4.5 Umzimvubu Delegation of powers, particularly, powers delegated to **Chief Financial Officer**
- 4.6 Municipal Systems Act, 2000, in particular, but not limited to, Chapter 6, 7 sections 66 and 71, Schedule 2

Signed and accepted by: \_\_\_\_\_

TINASHE FUNDIRA 

Job title: \_\_\_\_\_

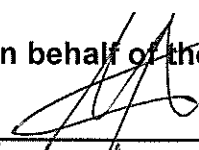
CHIEF FINANCIAL OFFICER

Date: \_\_\_\_\_

12/09/2018

Signed by the Municipal Manager on behalf of the uMzimvubu Local Municipality

Municipal Manager: \_\_\_\_\_



Date: \_\_\_\_\_

12/09/18

APPENDIX C

FINANCIAL DISCLOSURE FORM - 2018 / 2019

I, the undersigned (surname and initials) Tinashe Fundira of

14 Tottenham Road, Baysville East London

(Postal address) and

14 Tottenham Road, Baysville East London, 5421

(Residential address)

employed as Chief Financial Officer at uMzimvubu Local

Municipality hereby certify that the following information is complete and correct to the best of my knowledge:

**1. Shares and other financial interests** (Not bank accounts with financial institutions)

See information sheet: Note (1)

No	Number of shares/ extent of financial interest	Nature	Nominal value	Name of Company or entity
1	49%	Shares	R1	Aridnuf (PTY) LTD
2	5%	Shares	R1	Ivyland holdings (PTY) LTD
3	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A
5	N/A	N/A	N/A	N/A

T.F

## 2. Directorships and Partnerships

See information sheet: Note (2)

No	Name of Corporate entity, partnership or firm	Type of business	Amount of Remuneration or Income
1	Aridnuf (PTY) LTD	General trader	R0.00
2	Ivyland holdings (PTY) LTD	Property investments	R0.00
3	N/A	N/A	N/A
4	N/A	N/A	N/A
5	N/A	N/A	N/A

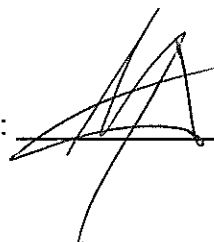
## 3. Remunerated work outside the Municipality (As sanctioned by Council)

See information sheet: Note (3)

No	Name of Employer	Type of business	Amount of Remuneration or Income
1	N/A	N/A	N/A
2	N/A	N/A	N/A
3	N/A	N/A	N/A
4	N/A	N/A	N/A
5	N/A	N/A	N/A

Council sanction confirmed:

Signature of Mayor/Municipal Manager/Head of department:



Date: 30/7/18

**CONFIDENTIAL**

**4. Consultancies and retainerships**

*See information sheet: Note (4)*

No	Name of client	Nature	Type of business activity	Value of benefits received
1	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A
5	N/A	N/A	N/A	N/A

**5. Sponsorships**

*See information sheet: Note (5)*

No	Source of sponsorship	Description of sponsorship	Value of sponsorship
1	N/A	N/A	N/A
2	N/A	N/A	N/A
3	N/A	N/A	N/A
4	N/A	N/A	N/A
5	N/A	N/A	N/A

6. Gifts and hospitality from a source other than a family member

See information sheet: Note (6)

No	Description	Value	Source
1	N/A	N/A	N/A
2	N/A	N/A	N/A
3	N/A	N/A	N/A
4	N/A	N/A	N/A
5	N/A	N/A	N/A

7. Land and property

See information sheet: Note (7)

No	Description	Extent	Area	Value
1	Vacant land	1012 square metres	Sunrise on Sea	R350 000
2	Vacant land	628 square metres	Beacon bay	R200 000
3	Vacant land	506 square metres	Beacon Bay	R130 000.00
4	N/A	N/A	N/A	N/A
5	N/A	N/A	N/A	N/A

  
SIGNATURE OF EMPLOYEE

DATE:

12/09/2018

PLACE:

KWA BHACA

**CONFIDENTIAL**

**OATH/AFFIRMATION**

1. I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down her/his answers in his/her presence:

(i) Do you know and understand the contents of the declaration?

Answer YES

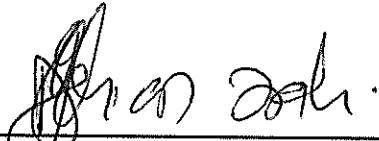
(ii) Do you have any objection to taking the prescribed oath or affirmation?

Answer NO

(iii) Do you consider the prescribed oath or affirmation to be binding on your conscience?

Answer YES

2. I certify that the deponent has acknowledged that she/he knows and understands the contents of this declaration. The deponent utters the following words: "I swear that the contents of this declaration are true, so help me God." / "I truly affirm that the contents of the declaration are true". The signature/mark of the deponent is affixed to the declaration in my presence.

  
\_\_\_\_\_

**Commissioner of Oath /Justice of the Peace**

Full first names and surname: Dunstan Hamilton Zili (Block letters)

Designation (rank): Constable Ex Officio Republic of South Africa

Street address of institution: Mount Frere S.A.P.S  
Main Street Mount Frere

Date: 2018-09-12

Place: Mount Frere

SOUTH AFRICAN POLICE SERVICE
COMMUNITY SERVICE CENTRE
2018 -09- 12
MT FRERE
SOUTH AFRICAN POLICE SERVICE

## ***INFORMATION SHEET FOR THE GENERIC FINANCIAL DISCLOSURE FORM***

The following notes is a guide to assist with completing the Financial Disclosure form (Annexure A):

### **NOTE 1: Shares and other financial interests**

Designated employees are required to disclose the following details with regard to shares and other financial interests held in any private or public company or any other corporate entity recognised by law:

- The number, nature and nominal value of shares of any type;
- The nature and value of any other financial interests held in any private or public company or any other corporate entity; and
- The name of that entity.

### **NOTE 2: Directorships and partnerships**

Designated employees are required to disclose the following details with regard to directorships and partnerships:

- The name and type of business activity of the corporate entity or partnership/s; and
- The amount of any remuneration received for such directorship or partnership/s.

Directorship includes any occupied position of director or alternative director, or by whatever name the position is designated.

Partnership is a legal relationship arising out of a contract between two or more persons with the object of making and sharing profits.

### **NOTE 3: Remunerated work outside the Municipality (As sanctioned by Council)**

Designated employees are required to disclose the following details with regard to remunerated work outside the public service:

- The type of work;
- The name and type of business activity of the employer; and
- The amount of the remuneration received for such work.

Remuneration means the receipt of benefits in cash or kind, and work means rendering a service for which the person receives remuneration.

**NOTE 4: Consultancies and retainerships**

Designated employees are required to disclose the following details with regard to consultancies and retainerships:

- The nature of the consultancy or retainerhip of any kind;
- The name and type of business activity, of the client concerned; and
- The value of any benefits received for such consultancy or retainerships.

**NOTE 5: Sponsorships**

Designated employees are required to disclose the following details with regard to sponsorships:

- The source of the sponsorship;
- The description of the sponsorship; and
- The value of the sponsorship.

**NOTE 6: Gifts and hospitality from a source other than a family member**  
Designated employees are required to disclose the following details with regard to gifts and hospitality:

- A description and the value and source of a gift with a value in excess of R350.00;
- A description and the value of gifts from a single source which cumulatively exceed the value of R350.00 in the relevant 12 month period; and
- Hospitality intended as a gift in kind.

Designated employees must disclose any material advantages that they received from any source e.g. any discount prices or rates that are not available to the general public. All personal gifts within the family and hospitality of a traditional or cultural nature need not be disclosed.

**NOTE 7: Land and Property**

Designated employees are required to disclose the following details with regard to their ownership and other interests in land and property (residential or otherwise both inside and outside the Republic):

- A description of the land or property;
- The extent of the land or property;
- The area in which it is situated; and
- The value of the