

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

MAKANA LOCAL MUNICIPALITY AS REPRESENTED BY THE

NAME: Mr MOPPO MENE (HEREIN REFERRED TO AS THE 'EMPLOYER')

AND

NAME: Mr GERARD GOLIATH
CHIEF FINANCIAL OFFICER
(HEREIN REFERRED TO AS THE 'EMPLOYEE')

FOR THE FINANCIAL YEAR: 1st JULY 2018–30th JUNE 2019

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WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The **Employer** has entered into a contract of employment with the **Employee** in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The **Employer** and the **Employee** are hereinafter referred to as "the Parties".
- 1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the **Employee** to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.
- 1.5 The parties shall endeavour to discharge all duties in this Performance Agreement including those responsibilities attached to them in terms of Council delegation.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;
- 2.2 specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; and
- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

3 COMMENCEMENT AND DURATION

3.1 This Agreement will commence on the 1st December 2018 and will remain in force until 30th June 2019 thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.

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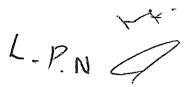
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee**'s contract of employment for any reason.
- 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 Performance Plan (Annexure A) sets out-
 - 4.1.1 the performance objectives and targets that must be met by the **Employee**; and
 - 4.1.2 the time frames within which those performance objectives and targets must be met.
- The performance objectives and targets reflected in Annexure A are set by the **Employer** in consultation with the **Employee** and are based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include key objectives; key performance indicators; target dates and weightings.
 - 4.2.1 The key objectives describe the main tasks that need to be done.
 - 4.2.2 The key performance indicators and means of verification provide the details of the evidence that must be provided to show that a key objective has been achieved.
 - 4.2.3 The target dates describe the timeframe in which the work must be achieved.
 - 4.2.4 The weightings show the relative importance of the key objectives to each other.
- 4.3 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

- The **Employee** agrees to participate in the performance management system that the **Employer** adopts or introduces for the **Employer**, management and municipal staff of the **Employer**.
- 5.2 The **Employee** accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the **Employer**, management and municipal staff to perform to the standards required.



- 5.3 The **Employer** will consult the **Employee** about the specific performance standards that will be included in the performance management system as applicable to the **Employee**.
- 5.4 The **Employee** undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5.5 The criteria upon which the performance of the **Employee** shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
 - 5.5.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs) respectively.
 - 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
 - 5.5.3 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 5.6 The **Employee**'s assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (**Annexure A**), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

REF	KEY PERFORMANCE AREAS (KPA'S)	WEIGHTING
KPA 01	Service Delivery Public Safety Community service	
KPA 02	Local Economic Development	10
KPA 03	Municipal Financial Management and Viability	10
KPA 04	Municipal transformation and but the time to	60
KPA 05	Municipal transformation and Institutional Development	10
TOTAL	Good Governance and Public Participation	10
TOTAL		100%

- 5.7 In the case of managers directly accountable to the municipal manager, key performance areas related to the functional area of the relevant manager, must be subject to negotiation between the municipal manager and the relevant manager.
- The CCRs will make up the other 20% of the **Employee**'s assessment score. CCRs that are deemed to be most critical for the **Employee**'s specific job should be selected (√) from the list below as agreed to between the **Employer** and **Employee**. Three of the CCRs are compulsory for Municipal Managers:

CCR		EQUIREMENTS (CCR) FOR EMPLOYE DEFINITION	WHEIGHT
CCR 01	Strategic Capability and Leadership	Skills to be able to provide a vision, set the direction for the municipality or department and inspire others in order to deliver on the municipality's mandate	WILIGHT
CCR 02	Financial Management	Skills required managing projects and	

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6. EVALUATING PERFORMANCE

- The Performance Plan (Annexure A) to this Agreement sets out -6.1
 - 6.1.1 The standards and procedures for evaluating the Employee's performance; and
 - 6.1.2 The intervals for the evaluation of the Employee's performance.
- Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.
- 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.
- The Employee's performance will be measured in terms of contributions to the goals 6.4 and strategies set out in the Employer's IDP.
- 6.5 The annual performance appraisal will involve:
 - 6.5.1 Assessment of the achievement of results as outlined in the performance plan:

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- (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 (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

6.5.2 Assessment of the CCRs

- (a) Each CCR should 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 CCR.
- (c) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final CCR score.

6.5.3 Overall rating

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

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

Level	Terminology	Description	Ra	ating	
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 Performance Agreement and Performance plan and maintained this in all areas of responsibility throughout the year.	1 2	3	1 5
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.			

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Level	Terminology	Description	Rating 1 2 3 4 5
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 indicates 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 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.	

- 6.7 For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established -
 - 6.8.1 Municipal Manager;
 - 6.8.2 Chairperson of the audit committee
 - 6.8.3 Chairperson of the relevant portfolio committee
 - 6.8.4 Municipal manager from another municipality.
- 6.8 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (6.7).

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each **Employee** in relation to his/her performance agreement shall be reviewed on the following dates.

QUARTERS	REVIEW	PERIOD	TIMEFRAME
First Quarter	Informal Reviews:	July - September	Before October 2018
Second Quarter	Formal Review:		Before end January 2019
Third Quarter:	Informal Review	January - March	Before end April 2019
Fourth Quarter:	Formal Review	April – June	Before end July 2019



- 7.2 The Employer shall keep a record of all fourth quarter reviews and annual assessment meetings.
- 7.3 Performance feedback shall be based on the **Employer's** assessment of the **Employee's** performance.
- 7.4 The **Employer** will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The **Employee** will be fully consulted before any such change is made.
- 7.5 The **Employer** may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and /or amended as the case may be. In that case the **Employee** will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is will developed **Employee** in consultation with Employer.

9. OBLIGATIONS OF THE EMPLOYER

- 9.1 The Employer shall -
 - 9.1.1 Create an enabling environment to facilitate effective performance by the employee;
 - 9.1.2 Provide access to skills development and capacity building opportunities;
 - 9.1.3 Work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**;
 - 9.1.4 on the request of the Employee delegate such powers reasonably required by the Employee to enable him/her to meet the performance objectives and targets established in terms of this Agreement; and
 - 9.1.5 Make available to the **Employee** such resources as the **Employee** may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

- 10.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others —
 - 10.1.1 A direct effect on the performance of any of the Employee's functions;
 - 10.1.2 Commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and
 - 10.1.3 A substantial financial effect on the Employer.
- 10.2 The **Employer** agrees to inform the **Employee** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the **Employee** to take any necessary action without delay.

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- 12.1.2 Any other person appointed by the MEC.
- 12.1.3 In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee;

Whose decision shall be final and binding on both parties.

12.2 In the event that the mediation process contemplated above fails, clause 20 of the Contract of Employment shall apply.

13. GENERAL

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

Thus done and signed at 2T GRAHAMS Town	on this the 21 ST day of 2018
AS WITNESSES:	
1	EMPLOYEE
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AS WITNESSES:	
2.	MUNICIPAL MANAGER

11. MANAGEMENT OF EVALUATION OUTCOMES

- The evaluation of the Employee's performance will form the basis for rewarding 11.1 outstanding performance or correcting unacceptable performance.
- A performance bonus of 5% to 14% of the all-inclusive annual remuneration package 11.2 may be paid to the Employee in recognition of outstanding performance to be constituted as follows:
 - 11.2.1 A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%: and
 - 11.2.2 A score of 150% and above is awarded a performance bonus ranging from 10% to

SCORE	BONUS %				
Less than 100	Remedial action				
100 - 129	No bonus				
130 - 133	5				
134 - 137	6				
138 - 141	7				
142 - 145	8				
146 - 149	9				
150 - 153	10				
154 - 157	11				
158 - 161	12				
162 - 165	13				
166 - 167	14				

- 11.2.3 A pro rata bonus will be payable to the Employee based on the amount of full months employed, in the event that the evaluation period is not for a full financial year subject to the following: -.
 - 11.2.3.1 That the evaluation period be no less than 6 months
 - 11.2.3.2 That the employee be employed on the last day of the financial year and undergo a review during the agreed review period.
- in the case of unacceptable performance, the Employer shall -11.3
 - provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
 - 11.3.2 after appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

12. DISPUTE RESOLUTION

- Any disputes about the nature of the Employee's performance agreement, whether it 12.1 relates to key responsibilities, priorities, methods of assessment and/or any other matter provided for, shall be mediated by -
 - 12.1.1 The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or

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ADJUSTER

The Particular Control Contr	Predetermined	Kev Focus Area	Pof Mo	I I	CHIEF FINA	ROFMANCE PLAN 2018-	6		
Part	Objective(IDP			Š	Key P	Quarter 3 Target- Ending 30 March 201			Portfolio Evidence
Principle Captering Test The percentage of the ministry integral framicials Captering Test The percentage of the ministry captering Test Te					KPA 1. FINANCIAL MA	AND CREATERS			
Part Company Part Pa	inally reporting on the % he hildrest actually spent	Financial- Capital		_	The percentage of the municipal capital hudget actually and	MAGEMEN			
Principle Prin	ually reporting on the %	Financial Onemismo	T1.42		on capital projects as at 30 June 2019	RO	%56	%56	AFS and Section 71 In-Year Monthly &
Management Repeated Repeated Repeated Repeat	ne budget actually spent	Budget	TL43	~	The percentage of the municipal operational budget actually spent on repairs and maintananance(ORM) as at 30 June 2019	2%	5%	5%2	AFS and Section 71 in-Vaar Mantell, o
Flancial-Credit Control 1.55 Debt consistent distribution to make a light captured in the basic Services 1.55	ually reporting on the % ie budget actually spent	Financial- Revenue Management	Tl.44	60	Collect 90% of budgeted income by 30 June 2019 for resorts	95%	3006		Quarterly Budget Statement
Flancial-Revented 14.4 Dick coverage ratio 0		Financial, Cradit contr			(בירו מתחקבונים מפסג (Lavi augusta)			%% %	Monthly Budget Statement transfers & grant
Filtancial-Rowenius 1,44 6 Outstanding service deblots to revenue rigio 0		יייים מון סופתו מחוות		4	Debt coverage ratio				
Filtancial-Revenue T.4.9 Constituential grant/gr	-	Financial-Revenue	71.46	5	Debt to revenue ratio	0	7,5	7,5	Per Calculation
Hamegement 1148 Coat Overlage Committee 1148 Coat Overlage Committee Commi	-	Financial-Revenue		e e	Olitetandina occión datas te	%0	15%	15%	Per Calculation
Financial-Grants		Management	TL47	,	Caustanding Service debitors to revenue ratio	%0	700.0		
The Normanial Crambs The Normal Continue N		i ilalical-control	TL 48	7	Cost coverage	¢	8257	23%	rei calculation
Financial-SCM TL 50 Tu 5	the %	Financial- Grants		80	7,000	>	1	1	Per Calculation
Financial-GV Tr.50 Tr	g	Financial-SCM	TL 49	o	(Total amount spent/ Total allocation received) x100]	9008	100%	%001	Table SC7(1) of the Monthly Section 21
Financial-GV Financial-GV TLS1 Financial-GV TLS1 Fine basic Services TLS3 Fine basic Services TLS4 Fine basic Services TLS4 Fine basic Services TLS5 Fine basic Services TL			i i	0	Convine Supplier day for SMME's annualy				TO T
Financial-GV 10 Compile and updated General and Supplemetary valaution roll authority of public submitted for publ			1,50			H	o	1	Agenda of Council
Free basic Services TLS4 Provide free basic refuse removal to indigent households TLS5 TLS4 Provide free basic refuse removal to indigent households TLS5 TLS4 TLS5 TLS5 TLS5 TLS5 TLS5 TLS5 TLS5 TLS5		inancial-GV		10	Compile and updated General and Summan				
Free basic Services TL 52 11 Provide free basic water to indigent households 3 3 12 Free basic Services TL 53 12 3 3 12 12 Free basic Services TL 54 Provide free basic sanitation to indigent households 3 3 12 In 54 Free basic Services TL 55 13 Provide free basic refuse removal to indigent households 3 3 12 In 54	nuncipality that is account and report tonies spent for delivery purposes		Tl.51		by 30 June 2019	Final valaution roll submitted for public inspection	Updated General and Supplemetary valaution roll for implemenation	Updated General and Supplemetary valaution roll for implemenation	Updated General and Supplemetary valaution roll for implemenation
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QURTER FOUR	Threer(3) Monthly reports	Threer(3) Monthly reports	100%	Threer(3) Monthly reports		100%	Annual stock count conducted		One Report	Threer(3) Monthly reports				1	Conduct One Report
O QUARTER	Threer(3) Monthly	Threer(3) Monthly reports	100%	Threer(3) Monthly		100%	N/A		One Report	Threer(3) Monthly reports			Compilation	П	One Report
QUARTER ONE QUARTER TWO	Threer(3) Monthly	Threer(3) Monthly reports	100%	Threer(3) Monthly reports		100%	N/A		One Report	Threer(3) Monthly reports		Conducted		1	Conduct One Report
QUARTER ON	Threer(3) Monthly		100%	Threer(3) Monthly reports	3	100%	N/A		One Report	Threer(3) Monthly reports				1	One Report
ANNUAL	12 Monthly reports on updating the annual indigent	register Increase in households provided with free basic services	100%	12 Monthly finanancial reports	SMMEs Capacited on SCM Policy	100%	Annual stock count report submitted to	Number of training conducted	4 Quarterly Reports of Unauthorised, Irregular, Fruitless and Wasteful expenditure and Minor Breaches	100	1 Supplementary Valuation Roll conducted	Report on 100% Expenditure of the	Report on 100% Expenditure of the	Capital Budget	4.42.42.1P234 C
BUDGET	Municipal running cost	R 30 463	R 343 493	R 432 937	R 136 647	R 157 162	R 25 030	R 100	R7 500	R 157 162	R 1 500 4 V	R 2 200 E	R 69 049 R	R 136 647	N/A 4.
PROJECT NAME	Annual review of Indigent register	Free basic services	Revenue collection	MFMA Reporting	Empowering SMME's and Suppliers	Bid Committee function	Stock Management	Capacity Building and F	Decrease in unauthorised, irregular, fruitless, wasteful expenditure	Creditors payment R	General Valuation R Roll and Supplementary	Report on 100% R Expenditure of the	T		Assest register N
IDP NO	P080	P081	P215	P219	P220	P221	P222	P223	P225 W	P226 C	P230 R 8	P231	P232 E.	P233 m	P234 A
KEY FOCUS AREA	Free basic services	Free basic services	Revenue	Finanacial Management	SCM Management	SCM Management	SCM Management	SCM Management	Expenditure Management	Expenditure Management	Properties P.	Expenditure Management	Expenditure Management	Asset management	Asset management
INDICATOR CODE	1.14.14.1P080	1.14.14.2P081	4.36.36.1P215	4.37.37.1P219	4.38.38.1P220	4.38.38.2P221		4.39.39.1P223	Q	4.39.39.4P226	4.39.39.8P230	4.40.40.1P231 E	4.40.40.2P232 E	4.41.41.1P233 A	4.42.42.1P234 A
KEY PERFOMANCE INDICATOR	Update indigent register annually	Provision of free basic service to registered indigent househould	100% collection of revenue in service charges quarterly	100% Compliance to 4.37.37.1P2 MFMA report requirement	One SCM policy capacity session	Percentage of fenders processes completed within 120 days	1	E _ B		Compliance to Section 99b of MFMA	Conduct of supplementary valuation roll	Compilation of Annual budget 2017/2018	% Capital Jaffy		Fully GRAP 4. Compilant Asset register
KPI NO	14.1	14.2	36,1	37,1	38,1	38,2	38,3	39,1		39,4	8'88	40,1	40,2	41,1	42,1
STRATEGIC OBJECTIVES	Increase % of households with access to free basic service	Increase % of households with access to free basic service			To ensure the efficient and efficient and efficitive procurement of goods and services	To ensure the efficient and efficitive procurement of goods and services	To ensure the efficient and effictive procurement of goods and services	To become a financial viable municipality that is able to account and report on all monies spent for service delivery purposes	To become a financial viable municipality that is able to account and report on all monies spent for service delivery purposes	Capacity building and effective financial management	Capacity building and effective financial management	edible	To provide a credible budget	Maintaining fully GRAP compliant asset register annually	Maintaining fully GRAP compliant asset register annually
ON	14	14	36	37	38	38	38	39	39	39 .	39 6	40 b	40 b	41 c	42 c

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