

# MANTSOPA

LOCAL MUNICIPALITY

(Incorporating Ladybrand, Tweespruit, Excelsior, Hobbouse & Thaba Patchoa )
(As from 6 December 2000)

File no.:

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31 August 2011

9300

HEAD OF THE DEPARTMENT
COPERATIVE GORVENANCE AND TRADITIONAL AFFIARS
P.O. Box 211
Bloemfontein

Attention: Mr. Kopung Ralikontsane

SUBMISSION OF THE FINAL PERFORMANCE AGREEMENTS, PERFORMANCE PLANS AND SERVICUE DELIVERY AND BUDGET IMPLEMENTATION PLANS (SDBIP) FOR MANTSOPA LOCAL MUNICIPALITY (2011/2012 FINANCIAL YEAR)

Dear Sir/Madam,

The contents of this letter refers,

Attached please find the final Performance Agreements, Performance Plans and Service Delivery Budget and Implementation Plan (SDBIP) for 2011/2012 financial year as required in terms of section 69 (3) (a) (b) of the Local Government; Municipal Finance Management Act no 56 of 2003.

In line with the above we have attached herewith copies of the following for your attention:

- Performance Agreement, Performance Plan and Service Delivery and Budget Implementation Plan (SDBIP) for the (Acting) Municipal Manager;
- (2) Performance Agreement, Performance Plan and Service Delivery and Budget Implementation Plan (SDBIP) for the Chief Financial Officer;
- (3) Performance Agreement, Performance Plan and Service Delivery and Budget Implementation Plan (SDBIP) for the Director Corporate Services; and
- (4) Performance Agreement, Performance Plan and Service Delivery and Budget Implementation Plan (SDBIP) for the (Acting) Director Technical Services.

I hope you will find the attached documents in order.

Yours in faithfully

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SM Selepe (ACTING) MUNICIPAL MANAGER

# LOCAL MUNICIPALITY'S CHIEF FINANCIAL PERFORMANCE AGREEMENT: MANTSOPA OFFICER

# MANTSOPA LOCAL MUNICIPALITY

# PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

MANTSOPA LOCAL MUNICIPALITY AS REPRESENTED BY THE (ACTING) MUNICIPAL MANAGER

SM SELEPE

AND

MJ MAZINYO

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 1 JULY 2011 - 30 JUNE 2012

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# PERFORMANCE AGREEMENT

# ENTERED INTO BY AND BETWEEN:

Mantsopa local Municipality herein represented by SM Selepe in his/her capacity as the (Acting)

Municipal Manager (hereinafter referred to as the Employer or Supervisor)

And

MJ Mazinyo: Employee of the Municipality (hereinafter referred to as the Chief Financial Officer).

# 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.

# 2. PURPOSE OF THIS AGREEMENT

# The purpose of this Agreement is to -

- 2.1 comply with the provisions of Section 57(1) (b),(4A),(4B) and (5) of the 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;

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- 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 01 July 2011 and will remain in force until 30 June 2012 thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will 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 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 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.

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# 5 PERFORMANCE MANAGEMENT SYSTEM

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

| Key Performance Areas (KPA's)                          | Weighting |
|--|-----------|
| Basic Service Delivery                                 |           |
| Municipal Institutional Development and Transformation |           |
| Local Economic Development (LED)                       |           |
| Municipal Financial Viability and Management           | 100%      |
| Good Governance and Public Participation               |           |
| 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.

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5.8 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:

| CORE MANAGERIAL COMPETENCIES (CMC)  | 4          | WEIGHT |
|---|------------|--------|
| Strategic Capability and Leadership   |            | 5      |
| Programme and Project Management  |            | 5      |
| Financial Management  | compulsory | 5      |
| Change Management   |            | 5      |
| Knowledge Management  |            | 5      |
| Service Delivery Innovation   |            | 5      |
| Problem Solving and Analysis  |            | 5      |
| People Management and Empowerment   | compulsory | 5      |
| Client Orientation and Customer Focus   | compulsory | 5      |
| Communication   |            | 5      |
| Honesty and Integrity   |            | 5      |
| CORE OCCUPATIONAL COMPETENCIES (COC)  |            |        |
| Competence in Self Management   |            | 5      |
| Interpretation of and implementation within the legislative an national policy frameworks |            | 5      |
| Knowledge of Performance Management and<br>Reporting                                      |            | 5      |
| Knowledge of global and South African specific political, social and economic contexts    |            | 5      |
| Competence in policy conceptualisation, analysis and implementation                       |            | .5     |
| Knowledge of more than one functional municipal field<br>/ discipline                     |            | 5      |
| Skills in Mediation   |            | 5      |
| Skills in Governance  |            | 5      |
| Competence as required by other national line sector departments                          |            | 5      |
| Exceptional and dynamic creativity to improve the functioning of the municipality         |            | 5      |
| Total percentage  |            | 100%   |

# 6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (Annexure A) to this Agreement sets out -
  - 6.1.1 The standards and procedures for evaluating the Employee's performance; and
  - 6.1.2 The intervals for the evaluation of the Employee's performance.
  - 6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.
  - 6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.

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- 6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- 8.5 The annual performance appraisal will involve:

# 6.5.1 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 (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  |   | R | atir | ng |  |
|-------|-------------------------|--|---|---|------|----|--|
| 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. | 1 | 2 | 3    | 4  |  |

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| . Lendy |   | Description   | Ra  | ting |   |
|---------|---|---|-----|------|---|
| Level   | Terminology   | Description   | 1 2 | 3 4  | 1 |
| 4       | Performance<br>significantly<br>above<br>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 haif 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. |     |      |   |

- 6.7 For purposes of evaluating the annual performance of the municipal manager, an evaluation panel constituted of the following persons must be established -
  - 6.7.1 Executive Mayor or Mayor,
  - 6.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
  - 6.7.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council;
  - 6.7.4 Mayor and/or municipal manager from another municipality; and
  - 6.7.5 Member of a ward committee as nominated by the Executive Mayor or Mayor,
- For purposes of evaluating the annual performance of managers directly accountable to 6.8 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 performance audit committee or the audit committee in the absence of a performance audit committee;
  - Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
    - 6.8.4 Municipal manager from another municipality.

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6.9 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

# 7. SCHEDULE FOR PERFORMANCE REVIEWS

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

First quarter Second quarter Third quarter Fourth quarter

July 2011 – September 2011 October 2011 – December 2011 January 2012 – March 2012 April 2012 – June 2012

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

# 8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

# 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.

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# 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.

# 11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:
  - 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 14%.
- 11.3 In the case of unacceptable performance, the Employer shall -
  - 11.3.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
  - 11.3.2 After appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

# 12. DISPUTE RESOLUTION

- 12.1 Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by —
  - 12.1.1 the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or
  - 12.1.2 any other person appointed by the MEC.
    - 12.1.3 In the case of 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 20.3 of the Contract of Employment shall apply.

# 13. GENERAL

- 13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 13.3 The performance assessment results of the 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 LADY BRAND on this the 22 day of July 2011

AS WITNESSES

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AS WITNESSES:

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Employee

Municipal Manager

# **MUNICIPALITY'S CHIEF FINACIAL OFFICER** PERFORMANCE PLAN: MANTSOPA LOCAL

# PERFORMANCE PLAN

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# CHIEF FINANCIAL OFFICER

2011/2012 FINANCIAL YEAR

MANTSOPA LOCAL MUNICIPALITY

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# Annexure A

# PERFORMANCE PLAN

Entered into by and between

[SELBY MOHALERWA SELEPE]

["the Employer"]

And

[MATHOLASE JEMINAH MAZINYO]

["the Employee"]

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# 1. Purpose

The performance plan defines the Council's expectations of the Chief Financial Officer's 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's performance against set performance indicators:

- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner.
- 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 (KPAs) as outlined in the Local Government: Municipal Planning and Performance Management Regulations (2001) inform the strategic objectives listed in the table below:

- 3.1 Municipal Transformation and Organisational Development.
- 3.2 Infrastructure Development and Service Delivery.
- 3.3 Local Economic Development (LED).
- Municipal Financial Viability and Management.
- 3.5 Good Governance and Public Participation.

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| key Performance<br>Area               | Weight | Key Performance Indicator  | Baseline | Target         | Source of evidence  | Progress<br>on date<br>of review | Corrective<br>Measures to | Evaluation<br>Panel Score |
|---------------------------------------|--------|--|----------|----------------|---|----------------------------------|---------------------------|---------------------------|
| Financial Viability<br>and Management | 100%   | Number of finance directorate management meetings held according to schedule     | 12       | 12             | Proof of Finance Directorate<br>management meetings held available for<br>inspection                                |                                  |                           |                           |
| 11.1 ×                                |        | Signed performance contracts   | in       | 2              | Copies of performance contracts concluded with managers of the Finance Directorate available for inspection         | a Transport                      |                           | 1                         |
|                                       |        | Concluded performance assessment meetings  | ın       | in.            | Proof of performance assessment<br>meetings available for inspection  |                                  |                           |                           |
|                                       |        | Annual financial statements signed<br>by accounting officer by specified<br>date | F        | 31 Aug<br>2011 | Copy of annual financial statements signed by the accounting officer on the specified date available for inspection |                                  |                           |                           |
|                                       |        | Directorates receiving accurate expenditure reports on due dates                 | 4        | 4              | Proof of directorates receiving accurate trial balance on due dates available for inspection                        |                                  |                           |                           |
| **                                    |        | Assets physically identified and recorded on a asset register                    | Alf      | All            | Copy of the asset register with physical identification and records of all assets available for inspection          | estiller in                      |                           |                           |
| *****                                 |        | Budget process approved by council   | 1        | 31 Aug<br>2011 | Copy of the budget process and council resolution available for inspection  | and the                          |                           |                           |
|                                       |        | 2012/2013 budget approved by council   | H        | 30 Jun<br>2012 | Copy of the budget and council resolution available for inspection  |                                  |                           |                           |
|                                       |        | Adjustment budget approved by council  | -        | 25 Jan<br>2012 | Copy of adjusted budget and council resolution available for inspection   |                                  |                           |                           |
|                                       |        | Consumer accounts posted by the end month billed                                 | 11 505   | 11 505         | Proof of consumer accounts posted by<br>the end of the month available for<br>inspection                            |                                  |                           |                           |
|                                       |        | Monitor number of deviations   | Per case | Per            | Proof in number of deviations monitored available for inspection  |                                  |                           |                           |



| % of customers satisfied quality and performance counter service. Fully compliant indigent developed and impleme Money banked daily and balance at end of day.  Mumber of section 71 resubmitted.  Review and implement to the regulations.  Number of the general account system maintain account system maintain expenditure policies.  % of asset and risk mane system implement as expenditure policies. | % of customers satisfied with >90% >90% proof in percentage of customers quality and performance at counter service. | Fully compliant indigent register Indige Copy of compliant indigent register developed and implemented Register nt available for inspection Regist er | Money banked daily and cashiers Daily Daily Proof of money banked daily and cashiers balance at end of day available for inspection | Meters read on a monthly basis 11 505 11 505 Proof of meters read on a monthly basis | Number of section 71 reports 12 Copies of monthly section 71 reports submitted | Review and implement the supply 1 1 Copy of the supply chain management chain management policy aligned to the regulations | Number of the general ledger 1 1 Proof in percentage of general ledger account system maintained | Review and implement applicable. 1 Copies of reviewed expenditure policies expenditure policies | % of asset and risk management 90% 90% Proof of asset and risk management system implemented as required |
|--|--|---|---|--|--|--|--|---|--|
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Signed and accepted by Chief Financial Officer. IN CALLY Date: 22 July 2011

Signed by the (Acting) Municipal Manager on behalf of Mantsopa Local Municipality:

Date: 22 01

# MANTSOPA LOCAL MUNICIPALITY'S CHIEF PERSONAL DEVELOPMENT PLAN: FINANCIAL OFFICER'S OFFICE

# PERSONAL DEVELOPMENT PLAN

| MUNICIPALITY:   | ILANTSOPA LOCAL  |
|---|--|
| INCUMBENT:  | M. J. MAZINYO  |
| SALARY:   | R750 448-14  |
| JOB TITLE:  | CHIEF FINANCIAL OFFICER  |
| REPORT TO:  | MUNICIPAL MANAGER  |
| description)?  Financial  Experianc  field  Manageri  2. What competencies from |  |
| PAP are   |  |
| Competance  | ions to address the gaps/needs  y level through Service  Lat are a gredited by  freasury |

|                    | Management                                     |
|--------------------|--|
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|                    | ng interventions to address future progression |
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# 2011/2012 MANTSOPA LOCAL MUNICIPALITY SDBIP: CHIEF FINANCIAL OFFICER'S OFFICE

# SERVICE DELIVERY BUDGET AND IMPLEMENTATION PLAN

2011/2012 SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN

[CHIEF FINANCIAL OFFICER'S]

Introduction

Legislative Framework in terms of MFMA

The SDBIP Concept

Components of the SDBIP

a) Manthly projections of revenue by vote

Mantilly projections of expenditure by vote

c) Monthly Projections of revenue by source

d) Monthly projections of expenditure by vote

Capital Projects

Conclusion

# 1. Introduction

This document provides for the annual solumission of the Service Delivery and Budget Implementation Plan (SDBIP) as required in terms of the Municipal Finance Management Act. It should be read in conjunction with the Municipality's integrated Development Plan (IDP). Budget and Strategic Business Unit Business Plans for the financial year 2011/2012. The SDBIP give effect to the integrated Development Plan (IDP) and budget of the municipality therefore the IDP and budget must are fully aligned with each other, as required by the MFMA. The SDBIP provides the vital link between the mayor, council (executive) and the administration, and facilitates the process for holding management accountable for its performance. The SDBP serves as a "contract" between the administration, council and community expressing the goals and objectives set by the council as quantifiable outcomes that can be implemented by the administration over the next twelve months. This provides the basis for measuring performance in service delivery against end of-year targets and implementing the budget.

# 2. Legislative Framework in terms of MFMA

The Municipal Finance Management Act (MFMA) of 2003 is aimed to secure sound and sustainable management of the financial affairs of municipalities and to establish treasury norms and standards through continually promoting transparency, participation and accountability of municipalities. the MFMA requires that municipalities prepare a Service Delivery and Budget Implementation Plan as a strategic financial management tool to ensure that budgetary decisions that are adopted by municipalities for the financial year are aligned with their integrated Development Plan Strategy. According to section 1 of the Act a service delivery and budget implementation plan means a detailed plan approved by the mayor of a municipality in terms of section 53(1)( c)(ii) for implementing the municipality's delivery of municipal services and its annual budget, and which must indicate-

- (a) Projections for each month of the year
- (i) Revenue to be collected, by source; and
- (ii) Operational and capital expenditure, by vote;
- (b) Service delivery targets and performance indicators for each quarter;
- Any other matter that may be prescribed, and includes any revisions of such plan by the Mayor in terms of section 54(1)(c): œ.

In Secrits of section 53 (3) of the Local Government: Municipal Finance Management Act (MFMA) No.56 of 2003. The Mayor must ensure-

- that the revenue and expenditure projections for each month and the service delivery targets and performance indicators for each quarter, as set out in the service delivery and budget implementation plan, are made public no later than 14 days after the approval of the service delivery and budget implementation plan; and 3
- that the performance agreements of the municipal manager, serior managers and any other categories of officials as may be prescribed, are made public no later than 14 days after the approval of the municipality's service delivery and budget implementation plan. Copies of such performance agreements must be submitted to the council and the MEC for local government in the province. 9

# 3. The SDBIP Concept

The SDRP is a management, implementation and monitoring tool that will assist the mayor, councillors, municipal manager, senior managers and community. It will facilitate the accountable role that managers hold to the Council and that Councillors hold to the community. It also fosters the management, implementation and monitoring of the budget, the performance of senior management and the achievement of the strateg< objectives as faid out in the IDP. Whilst the budget sets yearly service delivery and budget targets (revenue and expenditure per vote), it is imperative that in-year mechanisms are able to measure performance and progress on a continuous basis. Hence, the end-of-year targets must be based on quarterly and monthly targets, and the municipal manager must ensure that the budget is built around quarterly and monthly information. Being a start-of-year planning and target tool, the SDEIP gives meaning to both in-year reporting in terms of section 71 (monthly reporting), section 72 (mid-year report) and end-of-year annual reports.

# Components of the SDBIP

- Monthly projections of revenue to be collected for each source;
- Monthly projections of expenditure (operating and capital) and revenue for each vote; and
- Quarterly projections of service delivery targets and performance indicators for each vote.

A) Revenue and Expenditure Projections

Monthly projections of revenue by vote

| Description           | Jul<br>R(0) | Aug<br>R(a) | Sep<br>R(0) | R(0)  | Nov<br>R(0) | Dec R(0) | R(0)  | Feb<br>R(0) | Mar<br>R(0) | Apr<br>R(0) | May<br>R(0) | R(0)  | Budget<br>Year<br>2011/201 | Budget<br>Year<br>2012/2013 | Budget Year<br>2013/2014 |
|-----------------------|-------------|-------------|-------------|-------|-------------|----------|-------|-------------|-------------|-------------|-------------|-------|----------------------------|-----------------------------|--------------------------|
| Council               | 123         | 1           | e.          |       | 471         | ř        | ı     | į.          | ×           | 471         | i.          | 6     | 1,413                      | 1,500                       | 1,650                    |
| Municipal Manager     | 1,843       | 1           | x,          | X,    | 1,843       | 4        |       | A           | A           | 1,843       | Ä           |       | 5,529                      | 5,860                       | 6,446                    |
| Technical Services    | 12/51       | 8,531       | 8,331       | 7,681 | 8,281       | 6,931    | 7,681 | 7,581       | 6,581       | 6,581       | 6,731       | 5,484 | 88,275                     | 105,659                     | 129,007                  |
| Corporate Services    | 6,000       |             |             |       | 6,000       |          |       |             |             | 4,331       |             |       | 16,331                     | 16,077                      | 17,685                   |
| Financial Services    | 21,710      |             |             |       | 17,000      |          |       |             |             | 16,175      |             | (123) | 54,842                     | 58,263                      | 64,089                   |
| Total revenue by Vote | 38,985      | 8,531       | 8,331       | 7,681 | 33,595      | 6,931    | 7,681 | 7,581       | 6,581       | 29,401      | 6,731       | 6,361 | 166,390                    | 187,359                     | 238,877                  |

Monthly Projections of expenditure by vote

| Description               | R(0)   | Aug<br>R(0) | R(0)   | R(0)   | R(0)     | Dec R(0) | R(0)   | R(0)   | R(0)   | R(0)   | R(0)   | R(0)   | Year<br>2011/201 | Sudget<br>Year<br>2012/2013 | 2013/2014 |
|---------------------------|--------|-------------|--------|--------|----------|----------|--------|--------|--------|--------|--------|--------|------------------|-----------------------------|-----------|
| Council                   | 989    | 363         | 929    | 929    | 959      | 259      | 989    | 989    | 939    | 959    | 919    | 999    | 7,627            | -                           | 9,229     |
| Municipal Manager         | 54     | 154         | 159    | 159    | <b>S</b> | 19       | 139    | 59     | 461    | 19     | 461    | TI.    | 5,779            | 6,357                       | 6,993     |
| Technical Services        | 6,800  | 6,750       | 6,800  | 6,500  | 6,400    | 6,400    | 6,500  | 6,700  | 6,800  | 7,200  | 6,750  | 6,804  | 80,404           | 91,229                      | 100,352   |
| Corporate Services        | 138    | 1,363       | 1,363  | 1,363  | 1,363    | 1,363    | 1,363  | 1,363  | 1,363  | 1,363  | 1,363  | 1,115  | 16,112           | 17,596                      | 19,736    |
| Financial Services        | 3179   | 3,179       | 3,179  | 3,179  | 3,179    | 3,179    | 3,179  | 3,179  | 3,179  | 3,179  | 3,179  | 2,867  | 37, 832          | 41, 615                     | 45,777    |
| Total Expenditure by Vote | 12,438 | 12,388      | 12,438 | 12,138 | 12,038   | 12,038   | 12,138 | 12,338 | 12,438 | 12,838 | 12,388 | 12,133 | 147,754          | 165, 187                    | 181, 586  |

Monthly Projections of Revenue by Source

| Description                                     |             |             |             |             | Ba          | Budget Year 2011/2012 | 1/2012      |             |             |             |             |             | Media                      | Medium Term and Expenditure<br>Framework | penditure                |
|---|-------------|-------------|-------------|-------------|-------------|-----------------------|-------------|-------------|-------------|-------------|-------------|-------------|----------------------------|--|--------------------------|
|   | Jul<br>R(0) | Aug<br>R(0) | Sep<br>R(0) | Oct<br>R(0) | Nov<br>R(0) | Dec R(0)              | Jan<br>R(0) | Feb<br>R(0) | Mar<br>R(0) | Apr<br>R(0) | May<br>R(0) | Jun<br>R(0) | Budget<br>Year<br>2011/201 | Budget<br>Year<br>2012/2013              | Budget Year<br>2013/2014 |
| Property rates                                  | 916         | 910         | 910         | 910         | 910         | 016                   | 910         | 910         | 910         | 910         | 910         | 910         | 10,919                     | 12,011                                   | 13,212                   |
| Property rates – penalties & collection charges | ingr.       |             | +           |             | i.i.        | (A)                   | N.          | 9           | 4           | *           |             |             |                            | )  | ă.                       |
| Service charges – electricity revenue           | 3,000       | 2,850       | 2,550       | 2,400       | 2,200       | 2,250                 | 2,200       | 2,200       | 2,300       | 2,500       | 2,850       | 672         | 27, 972                    | 35,000                                   | 42,000                   |
| Service charges - water revenue                 | 1200        | 1,800       | 1,900       | 1,900       | 2,200       | 2,300                 | 2,300       | 2,200       | 1,900       | 1,700       | 1,500       | 1,478       | 22,678                     | 24,287                                   | 25,987                   |
| Service charges - sontation rewinue             | 1,516       | 1,516       | 1,516       | 1,516       | 1,516       | 1,516                 | 1,516       | 1,516       | 1,516       | 1,516       | 1,516       | 1,516       | 18,197                     | 19,486                                   | 20,850                   |
| Service charges - refuse reneme                 | 598         | 865         | 965         | \$65        | 538         | 865                   | 885         | 392         | S88         | 992         | 985         | 538         | 10,355                     | 17,671                                   | 30,940                   |
| Service charges - other                         |             | ,           | ě           |             | - 8         | ks                    | 82          | ).          | 1           | N.          | i           |             |                            | 10                                       | 5                        |
| -Rental of facilities and equipment             | X           | ,           | 9           | 9           | 2           | X                     | 4           |             | *           | 20          |             | x           | *                          | 8  | v                        |
| Interest earned – external investments          |             | ÷           | y.          | r           | 50          |                       |             | 95          |             |             |             | T .         | .80                        | £.                                       |                          |
| Interest earned - outstanding debtors           |             | ž           | ý.          | ,           | 5.          | *                     |             | ,           |             |             |             |             | 4                          | ,  | 9                        |
| Other revenue                                   | 23,095      | 1,016       | 1,016       | 1,016       | 20,855      | 1,016                 | 1,016       | 1,015       | 1,016       | 20,055      | 1,016       | (71, 838)   | 1,095                      | 1, 204                                   | 1,325                    |
| Total Revenue by source                         | 30,885      | 8,959       | 8,759       | 8,609       | 28,548      | 8,859                 | 8,803       | 8,709       | 8,509       | 28,348      | 8,659       | 8,739       | 166,390                    | 187,359                                  | 218,877                  |

Monthly Projections of Expenditure by Vote

| Description  |         |             |             |             | 20          | Budget Year 2011/2012 | 1/2012  |             |             |             |             |             | Medium Te                | rm and Expend               | Medium Term and Expenditure Framework |
|--|---------|-------------|-------------|-------------|-------------|-----------------------|---------|-------------|-------------|-------------|-------------|-------------|--------------------------|-----------------------------|---------------------------------------|
|  | A(0)    | Aug<br>R(0) | Sep<br>R(0) | Oct<br>R(0) | Nov<br>R(0) | Dec R(0)              | Alo)    | Feb<br>R(0) | Mar<br>R(0) | Apr<br>R(0) | May<br>R(0) | Jun<br>R(0) | Budget Year<br>2011/2012 | Budget<br>Year<br>2012/2013 | Budget Year<br>2013/2014              |
| Employee related cost  | 4,150   | 4,150       | 6150        | 6,150       | 4,150       | 4,150                 | 4,158   | 4,158       | 4,150       | 4,150       | 4,150       | 4,150       | 49, 801                  | 54,781                      | 60, 260                               |
| Remuneration of councillors                                  | 0       | , Ac        | 41          |             | ):          | 1                     | 120     |             | ,           | ,           |             | 3,897       | 3,897                    | 4, 287                      | 4,715                                 |
| Debt impairment  |         | 4           | 3           |             |             |                       | ,       |             | ,           |             | 1           | 5,655       | 5,655                    | 6, 220                      | 6,842                                 |
| Depreciation & asset impairment.                             | ,       | 1           |             |             | c           |                       | ,       | ÷           | j.          |             | 4           | 20          |                          | 1                           | 1                                     |
| Finance charges  | 7       | À           | 7           | -           | 30          | ,                     | Ŷ       |             | +           | +           |             |             |                          |                             | 7                                     |
| Bulk porchase  | 2,500   | 2,400       | 2,200       | 2,000       | 1,800       | 1,800                 | 1,800   | 1,800       | 2,200       | 2,300       | 2,400       | 2,520       | 25,720                   | 32,030                      | 35,225                                |
| Other moterial   |         |             | 21          | 400         | 10          | ,                     |         |             | 4           | 196         | 9           |             | 4                        |                             | Ť                                     |
| Contracted services  | 38      | 4,          | 12          |             | ×           | 316                   | +       | į.          | п           | 4.          | E           | 300         | 200                      | 3,000                       | 3300                                  |
| Fransfers and grants   |         |             | 140         | S.C.        |             |                       | ě       | 12          |             | 7           | á           | 9.          | ,                        |                             | ı                                     |
| Other expenditure  | 5,174   | 5,174       | 5,174       | 5,174       | 5,174       | 5,174                 | 5,174   | 5,174       | 5,174       | 5,174       | 5,174       | 5,174       | 62, 083                  | 64,869                      | 71,244                                |
| Lots on dispessal of APPE                                    | 14      | .A.         | 95a         |             | 28          | .*                    | 4       | 4           | 7           | 4           | ŭ.          | 97          | -                        | 8.                          |                                       |
| Total expenditure  | 11, 824 | 11,724      | 11, 536     | 11,324      | 11,124      | 11,440                | 11,124  | 11,124      | 11, 535     | 11,624      | 11,724      | 21, 655     | 147, 754                 | 165, 187                    | 181, 586                              |
| Surplus/(deficit)  | 19,064  | (2,765)     | (1,777)     | (2,715)     | 17,424      | (2,581)               | (2,315) | (2,415)     | (3,026)     | 16,724      | (3,065)     | (12,915)    | 18,636                   | 22,172                      | 37,291                                |
| Transfers recognised - capital                               | 9       |             | 1           |             |             | ,                     |         | 1           |             | 7_          | W.          |             | <u>.</u>                 | ı                           | 5                                     |
| Contributions recognist - capital                            | TP.     |             | ,           |             |             |                       |         | ¥           |             |             | v.          | ·           | V.                       | ¥.                          | 10                                    |
| Contributed assets   | ¥;      |             | .0          | ,,          |             |                       | i       | j           | ř           |             | ,c          |             |                          |                             |                                       |
| Surplus/(Deficit) after capital<br>transfers & contributions | 19, 064 | (2,765)     | (2,777)     | (2,715)     | 17,424      | (2,581)               | (2,315) | (2,415)     | (3,026)     | 16,724      | (3,065)     | (12,915)    | 18,636                   | 271,22                      | 37,291                                |
| Taxation   |         | 9.          |             | 7           |             | 5                     |         | ×           |             | ٠           | 1           |             | 9                        |                             |                                       |
| Attributable to minorities                                   | ŭ       | ata.        |             | 1           |             |                       | ×.      | 3           | ×           | a_          | ( -         |             | <u>-</u>                 | ·                           | *                                     |
| Share of surplus<br>Adeficit) of associate                   |         | 2           | ,           | 9           |             | л                     | (4      | 3           |             | ,           | x           | ,           | 3                        |                             | ř.                                    |
| -Surplus/(Deficit)   | 19.064  | (2.765)     | (2,777)     | (2,715)     | 17,424      | (2,581)               | (2,315) | (2,415)     | (3,026)     | 16,724      | (3,065)     | (12,915)    | 18,636                   | 27,172                      | 37,291                                |

B) Quarterly Projections of Service Delivery Targets and Performance Indicators for each Vote

Directorate: Financial Services

| Vote:                   | 411         | Financial Services directorate management meetings held according to schedule | Signed performance<br>contracts | Concluded performance assessment meetings | Annual financial statements signed by accounting officer by specified date | Directorates receiving accurate trial balance on the dates | % of queries attended to<br>satisfactority by directorates<br>on the dates | Appaint service provider to perform the unbunding of all municipal assets | Assets physically identified and recorded on a asset register | Budget process approved by council | 2012/2013 budget approved<br>by council | Submission of needs analysis to budget and treasury office | Adjustment budget approved by council | Annual policy amendments<br>proposals |
|-------------------------|-------------|---|---------------------------------|---|--|--|--|---|---|------------------------------------|---|--|---------------------------------------|---------------------------------------|
| asurement               |             | ance<br>stragement<br>according to  | папсе                           | formance                                  | al statements<br>unting officer<br>te                                      | sceiving<br>valance on                                     | tended to<br>y directorates  | e provider to<br>sbundling of<br>ssets                                    | lly identified<br>on a asset                                  | s approved by                      | dget approved                           | needs<br>get and   | dget                                  | imendments                            |
| Actual                  | 124         | 77  | in.                             | s   | ī  | ą.   | >80  | 1   | All   | 1                                  | 1                                       | 4  | 1                                     |                                       |
| Annual                  | rypanimie   |   |                                 |   |  |  |  |   |   |                                    |   |  |                                       |                                       |
| Annual                  | accuant     |   |                                 |   |  |  |  |   |   |                                    |   |  |                                       |                                       |
| 1" Quarter              | Projections | m   | in.                             | v   | 0  | ব  | 084  | н   | IIV   | 0                                  | 0                                       | 0  | ŏ                                     | 0                                     |
| iarter                  | Actual      | a   | 0                               | 0   | 0  | 0  | 0  | ٥   | o   | 0                                  | 0                                       | 0  | 0                                     | 0                                     |
| 2 <sup>ml</sup> quarter | Projections |   | 0                               | 0   | e.   | 4  | >80  | 0   | All   | Ŧ                                  | 0                                       | 0  | 0                                     | 0                                     |
| irter                   | Actual      | 0   | 0                               | 0   | o  | 0  | a i  | 0   | o   | 0                                  | 0                                       | o  | 0                                     | 0                                     |
| 3" quarter              | Projections | m   | 0                               | 0   | 0  | 4  | >80  | 0   | TQ.   | 0                                  | 0                                       | 0  | 1                                     | 0                                     |
| ter                     | Actual      | 0   | 0                               | 0   | 0  | 0  | 0  | 0   | 0   | 0                                  | 0                                       | 0  | 0                                     | 0                                     |
| 40.00                   | Projections | E   | 0                               | 0   | 0  | 4  | >80  | 0   | N All   | 0                                  |   | 4:   | 0                                     | -                                     |
| 4" quarter              | Actual      | 0   | 0                               | 0   | 0  | 0  | 0  | o   | 0   | 0                                  | 0                                       | 0  | 0                                     | 0                                     |

| 0 Per case 0 11505<br>0 -90% 0 -90%<br>0 1 0 1 |
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# MUNICIPALITY'S CHIEF FINANCIAL OFFICER CODE OF CONDUCT FOR MUNICIPAL STAFF **MEMBERS: MANTSOPA LOCAL**

# Appendix B

# Schedule 2

# [Sch. 2 amended by s. 29 of Act No. 44 of 2003.] Wording of Sections

 Definitions. — 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 must at all times-
  - (a) loyally 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
  - act impartially and treat all people, including other staff members, equally without favour or prejudice.

# Commitment to serving the public interest

- 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 achieve 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, for private gain or to improperly benefit another person; or
  - (b) take a decision on behalf of the municipality concerning a 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
    - (c) be engaged in any business, trade or profession other than the work of the municipality.

# Disclosure of benefits

- (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.

# Unauthorised 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 unauthorised person.
  - (2) For the purpose of this Item "privileged or confidential information" includes any information—
    - 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;
    - (c) 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

- 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 councillor, with a view to obtaining any appointment, promotion, privilege, advantage 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 councillor without the prior written consent of the council of the municipality.

# Rewards, gifts and favours

- A staff member of a municipality may not request, solicit or accept any reward, gift or favour for —
  - persuading the council of the municipality, or any structure or functionary of the council, with regard to the 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

 A staff member of a municipality may not use, take, acquire, or benefit from any 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

 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

 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

 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.

# Disciplinary steps

- 14A(1)A breach of this Code is a ground for dismissal or other disciplinary steps against a staff member who has been found guilty of such a breach.
  - (2) Such other disciplinary steps may include—
    - (a) suspension without pay for no longer than three months;
    - (b) demotion;
    - (c) transfer to another post;
    - (d) reduction in salary, allowances or other benefits; or

(e) an appropriate fine. [Item 14A inserted by s. 29 of Act No. 44 of 2003.]

# FINANCIAL DISCLOSURE FORM: MANTSOPA **LOCAL MUNICIPALITY'S CHIEF FANANCIAL** OFFICER

# INFORMATION SHEET FOR THE FINANCIAL DISCLOSURE FORM

The following notes is a guide to assist with completing the attached Financial Disclosure form (Appendix C):

### 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 recognized 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 public service (All remunerated employment must be sanctioned prior to the work being done.)

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.

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 retainership 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 and description of direct financial sponsorship or assistance; and
- · The value of the sponsorship or assistance.

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

Designated employees must disclose any material advantage 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 and extent of the land or property;
- · The area in which it is situated; and
- · The value of the interest.

# FINANCIAL DISCLOSURE FORM

| I, the undersigned (surname and initials) (Postal address) BOX 63 | 59                       |
|---|--------------------------|
| BLOEMFONTEIN,   | 9300                     |
| (Residential address) NOI BOO                                     | BUET, CHR ROELF DREIER & |
| (Position held) CHIEF FI  | VANCIAL OFFICER          |
| (Name of Municipality)  MANTSO PA                                 |                          |
| Tel: 051 9240654  | Fax: 086 576 4260        |

Shares and other financial interests (Not bank accounts with financial institutions.)
 See information sheet: note (1)

| Number of shares/Extent of financial interests | Nature        | Nominal Value | Name of Company/Entity |
|--|---------------|---------------|------------------------|
| Inzaho   | unlisted      | 100 shares    | Sasol                  |
| Investment                                     | Call account  |               | ABSA                   |
| Investment                                     | Fixed Deposit |               | CAPTIEC                |
|  | 1             |               |                        |
|  |               |               |                        |

Directorships and partnerships
 See information sheet: note (2)

| Name of corporate entity,<br>partnership or firm | Type of business | Amount of Remuneration/<br>Income |  |
|--|------------------|-----------------------------------|--|
| Lavender Hill 547                                | Manufaduring     | 14/A                              |  |
|  |                  |                                   |  |
|  |                  | 44                                |  |
|  |                  |                                   |  |
|  |                  |                                   |  |

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3. Remunerated work outside the Municipality

# Must be sanctioned by Council. See information sheet: note (3)

| Name of Employer     | Type of Work | Amount of remuneration/<br>Income |
|----------------------|--------------|-----------------------------------|
|                      | 1/4          |                                   |
| 04                   | //!          |                                   |
| Council              |              |                                   |
| Signature by Council | 1.           | Date                              |

# Consultancies and retainerships See Information sheet: note (4)

| Name of client | Nature | Type of business activity | Value of any<br>benefits received |
|----------------|--------|---------------------------|-----------------------------------|
|                | 11/1   |                           |                                   |
|                | /4/A   |                           |                                   |
|                |        |                           |                                   |

# Sponsorships See information sheet: note (5)

| Source of assistance/sponsorship | Description of assistance/<br>Sponsorship | Value of<br>assistance/sponsorship |
|----------------------------------|---|------------------------------------|
|                                  |   |                                    |
|                                  |   |                                    |
|                                  |   |                                    |
|                                  |   |                                    |

# Gifts and hospitality from a source other than a family member See information sheet: note (6)

| Description | Value | Source           |
|-------------|-------|------------------|
| TICKETS     | 500   | M7M.             |
| LAPTOP      | 8000  | Harvad Institute |
|             |       |                  |

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# Land and property

See information sheet; note (7)

| Description | Extent | Area         | Valu | e   |
|-------------|--------|--------------|------|-----|
| House       |        | Bleenfortein | 700  | 000 |

|   | ALC NEWS POLICE TO THE PROPERTY OF THE PROPERT |
|---|--|
|   |  |
| SIGNATURE OF EMPLOYEE   |  |
|   |  |
| DATE: 22 JULY 2011  |  |
| PLACE:  |  |
| OATH/AFFIRMATION  |  |
| <ol> <li>I certify that before administering the oath/affir<br/>questions and wrote down her/his answers in his/hi</li> </ol>   | mation I asked the deponent the following<br>er presence:  |
| (i) Do you know and understand the contents   | of the declaration?  |
| Answer YCS  |  |
| (ii) Do you have any objection to taking the pr   | rescribed oath or affirmation?   |
| (iii) Do you consider the prescribed oath or af  Answer $Yes$   | firmation to be binding on your conscience?  |
|   |  |
| <ol> <li>I certify that the deponent has acknowledged that<br/>this declaration. The deponent utters the follow<br/>declaration are true, so help me God." / "I truly of</li> </ol>   | ing words: "I swear that the contents of this affirm that the contents of the declaration are  |
| I certify that the deponent has acknowledged that     this declaration. The deponent utters the follow  | ing words: "I swear that the contents of this affirm that the contents of the declaration are  |
| <ol> <li>I certify that the deponent has acknowledged that<br/>this declaration. The deponent utters the follow<br/>declaration are true, so help me God." / "I truly of</li> </ol>   | ing words: "I swear that the contents of this affirm that the contents of the declaration are  |
| 2. I certify that the deponent has acknowledged that this declaration. The deponent utters the follow declaration are true, so help me God," / "I truly of true". The signature/mark of the deponent is affix  Commissioner of Oath /Justice of the Peace   | Masico (Block letters)   |
| 2. I certify that the deponent has acknowledged that this declaration. The deponent utters the follow declaration are true, so help me God," / "I truly of true". The signature/mark of the deponent is affix  Commissioner of Oath /Justice of the Peace   | Masico (Block letters)   |
| 2. I certify that the deponent has acknowledged that this declaration. The deponent utters the follow declaration are true, so help me God." / "I truly of true". The signature/mark of the deponent is affix.  Commissioner of Oath /Justice of the Peace  Full first names and surname:  CONFIDENTIAL | Masico (Block letters)   |
| 2. I certify that the deponent has acknowledged that this declaration. The deponent utters the follow declaration are true, so help me God." / "I truly of true". The signature/mark of the deponent is affix.  Commissioner of Oath /Justice of the Peace  Full first names and surname:  CONFIDENTIAL | Mesico (Block letters)  (Block letters)  (Block letters)   |

|                 | 1/       |        |              |   |
|-----------------|----------|--------|--------------|---|
|                 | the      | / 1    |              |   |
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