



CITY OF
TSHWANE
IGNITING EXCELLENCE

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE CITY OF TSHWANE

**AS REPRESENTED BY THE
ACTING CITY MANAGER**

MS MMASEABATA MUTLANENG

**MR JAMES MURPHY
CHIEF OPERATIONS OFFICER**

FOR THE FINANCIAL YEAR

1 JULY 2021 - 30 JUNE 2022

J.P.M.

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The City of Tshwane (CoT) herein represented by **Ms Mmaseabata Mutlaneng** in his/her capacity as Acting City Manager (hereinafter referred to as the **Employer** or Supervisor)

and

Mr James Murphy, Chief Operations Officer, employee of the Municipality (hereinafter referred to as the **Employee**).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The **Employer** has entered into a contract of employment with the **Employee** in terms of section 56 of the Local Government: Municipal Systems Act 32 of 2000, as amended, ("the Systems Act"). The **Employer** and the **Employee** are hereinafter referred to as "the Parties".
- 1.2 Section 56 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 the relevant Sections of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2.1 comply with the provisions of the Systems Act as well as the employment contract entered into between the parties;
- 2.2 specify national and municipal key performance areas (KPA's), key performance indicators (KPI's) 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 specify and plan for competency gaps as set out in a personal development plan (PDP), which forms an annexure to the performance agreement (a PDP for addressing developmental gaps which have been identified during the previous financial year must form part of the annual revised performance agreement);
- 2.5 monitor and measure performance against set targeted outputs;
- 2.6 use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 2.7 in the event of outstanding performance, to appropriately reward the employee; and

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- 2.8 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 **1 July 2021** and will remain in force until **30 June 2022**. 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 to July each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year not later than 31 July of each successive financial year for the next 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 above-mentioned period to determine the applicability of the matters agreed upon. The **Employee** will be fully consulted before any such change is made.
- 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 KEY PERFORMANCE AREAS (KPA's)

- 4.1 The Performance Plan (Annexure A) sets out-
- 4.1.1 the KPA's, KPI's and targets that must be met by the **Employee**; and
- 4.1.2 the time frames within which those KPA's, KPI's and targets must be met.
- 4.2 The KPA's, KPI's 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 KPA's, KPI's and targets, target dates and weightings.
- 4.2.1 The KPA's describe the main tasks that need to be done.
- 4.2.2 The KPI's provide the details of the evidence that must be provided to show that a KPA 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 KPA's to each other.

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 KPA's (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 KPA's and the Core Managerial Competencies (CMCs) respectively.
- 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.5.3 KPA's covering the main areas of work will account for 80% and CMCs 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 the 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**.
- 5.7 The CCR's will make up the other 20% of the **Employee's** assessment score. The CMCs of the Chief Operations Officer are in Annexure A to this agreement.

CORE MANAGERIAL COMPETENCIES (CMC)	WEIGHT
Financial Management (compulsory)	5
Service Delivery Innovation	2
Governance Leadership	4
Client Orientation and Customer focus (compulsory)	3
People Management and Empowerment (Compulsory)	6
Total weight	20

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.
- 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.
- 6.5 The annual performance appraisal will involve:
- 6.5.1 **Assessment of the achievement of results as outlined in the performance plan:**
- (a) Each KPA and its indicator(s) will be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.

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- (b) An indicative rating on the five-point scale will be used for each KPA and indicator (see paragraph 6.6).

6.5.2 Assessment of the CCR's

- (a) Each applicable CCR and its indicator(s) will be assessed according to the extent to which the performance indicators and standards have been met.
- (b) An indicative rating on the five-point scale will be provided for each CCR and indicator (see paragraph 6.6).
- (c) This rating will be multiplied by the weighting given to each CCR during the contracting process, to provide a score.

6.5.3 Overall rating

An overall rating will be calculated. 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:

Description		Rating
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.	5
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.	4
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.	3
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.	2
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.	1

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- 6.7 Each KPI (outputs and CCR's) will be rated according to the abovementioned five-point scale. The score of each KPI is calculated as follows:

$$\text{Weight per indicator} \times \frac{\text{rate}}{3}$$

The sum of respectively all the output KPI scores and all the CCR KPI scores is converted to 80% and 20%. The sum of these two scores is used for calculating performance bonuses (see paragraph 11.2)

- 6.8 For purposes of evaluating the annual performance of the Chief Operations Officer an evaluation panel constituted of the following persons must be established -

- 6.8.1 City Manager;
- 6.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 6.8.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
- 6.8.4 City Manager from another municipality.

7. SCHEDULE FOR PERFORMANCE COACHING

- 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 (July to September)	:	October 2021
Second quarter (October to December)	:	January 2022
Third quarter (January to March)	:	April 2022
Fourth quarter (April to June)	:	July 2022

- 7.2 The responsibility for rescheduling a canceled coaching session will be with the individual who requested the rescheduling.
- 7.3 The fourth quarter coaching is followed up by a review which may be conducted concurrently with the coaching session.
- 7.4 The **Employer** shall keep a record of the mid-year coaching and annual assessment meetings.
- 7.5 Performance feedback shall be based on the **Employer's** assessment of the **Employee's** performance.
- 7.6 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.
- 7.7 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 included 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.

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% and 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:

Score	Performance Rating		Bonus Amount
5	Score Above 150%	Outstanding Performance	10%-14% of Total Package
4	Score of 130% - 149%	Significantly above Expectation	5% - 9% of Total Package
3	Score of 100% - 129%	Fully effective	0%
2	Below 100%	Not fully Effective and Unacceptable Performance	No Bonus but Remedial Action is required

- 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.

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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 salary increment in the agreement, must be mediated by -
 - (a) In the case of the municipal manager, the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC; and
 - (b) In case of the Chief Operations Officer, the City Manager within thirty (30) days of receipt of a formal dispute from the employee.

- 12.2 Any disputes about the outcome of the employee's performance evaluation, must be mediated by-
 - (a) In the case of the municipal manager, the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC; and
 - (b) In case of the Chief Operations Officer, 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) within thirty (30) days of receipt of a formal dispute from the employee.

- 12.3 In the event that the mediation processes contemplated above fails, clause 22 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 must be submitted to the Mayoral Committee of the CoT within thirty (30) days after conclusion of the assessment.

Thus done and signed at PRETORIA on this the *30th day of 07 2021*

AS WITNESSES:

1. _____

2. _____



EMPLOYEE

AS WITNESSES:

1. _____

2. _____



EMPLOYER



CITY OF
TSHWANE
IGNITING EXCELLENCE

ANNEXURE A PERFORMANCE PLAN

FOR

**MR JAMES MURPHY
CHIEF OPERATIONS OFFICER**

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A handwritten signature in black ink, consisting of a stylized, cursive letter 'A' with a large loop at the top and a vertical stroke extending downwards.

1. PURPOSE

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

2. OBJECTIVES OF LOCAL GOVERNMENT

The following objectives of local government informed the IDP of the CoT and will inform the Chief Operations Officer's performance against set performance indicators:

- (a) Provide democratic and accountable government for local communities.
- (b) Ensure the provision of services to communities in a sustainable manner.
- (c) 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. SCORECARD OF THE CHIEF OPERATIONS OFFICER

3.1 The City of Tshwane approved 5 strategic pillars in the IDP of 2017-2021. The targets to achieve the objectives for the FY2021-22 are defined in the approved IDP and SDBIP. The Chief Operations Officer is to ensure that commitments made by the City Manager pertaining the cluster, which are appropriately resourced are achieved.

The scorecard of the Chief Operations Officer is made up of the following:

- Core managerial competencies of the Chief Operations Officer (3.2 below)
- Core service delivery targets of the Chief Operations Officer (3.3 below)

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3.2 CORE MANAGERIAL COMPETENCIES OF THE CHIEF OPERATIONS OFFICER

The core managerial competencies form 20% of the Chief Operations Officer's total score. The core managerial competencies consist of the following and are scored as follows:

CORE MANAGERIAL COMPETENCIES (CMC)	CoT STRATEGIC PILLAR	INTENTION OF STRATEGIC PILLAR	DESCRIPTION OF WHAT IS REQUIRED OF THE COO	Weight	Target	Frequency	Evidence
Financial Management (Compulsory)	5 A city that is open, honest, and responsive	<ul style="list-style-type: none"> Ensuring financial synergy (balance between where to invest, where to harvest, how to balance risk and how to ensure customers pay) Ensure financial liquidity. (ability to be in a positive cash flow position, to be able to pay our short term financial obligations) Effective and efficient revenue, debtor, and credit rating system. The system must ensure financial synergies that will ensure the optimum receipt of payment for services provided. Re-evaluation of the financial management system. 	Expenditure Management programme % of creditors paid within 30 days	1	100%	Quarterly	*SAP quarterly report and excel spreadsheet that outlines: Name of the service provider, vendor number, date of receipt of invoice, date of payment and the days taken to pay the service provider
			Number of purchase orders issued after work being performed ¹ .	1	0	Quarterly	*Quarterly report from expenditure management on POs issued after invoice date for the COO's cluster. *Excel spreadsheet relevant to the department /cluster that outlines name of service provider, date PO was issued and invoice date

¹ Where CFO did not approve such

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CORE MANAGERIAL COMPETENCIES (CMC)	CoT STRATEGIC PILLAR	INTENTION OF STRATEGIC PILLAR	DESCRIPTION OF WHAT IS REQUIRED OF THE COO	Weight	Target	Frequency	Evidence
		<ul style="list-style-type: none"> An improved credit rating to; negotiate better terms with regards external funding and loans, increase the level of public private partnership interventions and funding from both Provincial and National Government. 	Grants and subsidies % of external grant funding spent in line with quarterly plans	1	100%	Quarterly	Report on grant received and the expenditure in line with donors' requirements for the cluster from GFS
			Asset management programme % compliance with requirements of the asset management policy, MFMA and Standards of GRAP	1	100% for COO's cluster	Quarterly	Certificate from Group Finance on Asset register for the COO's cluster
			Minimum Competency Levels Number of minimum competency certificate or progress reports Regulations, R493 of 2007 by the COO and his/her direct reports	1	100%	Quarter 1 and 4	Assessment or certificate of acquired competence for 3 Group Heads in the COO cluster ² .
Service Delivery Innovation	5 A city that is open, honest	<ul style="list-style-type: none"> Internal control system encompassing legislation, policies, procedures and people. 	Corporate portfolio Management Programme % achievement of targets on the business plans of departments within the COO's cluster	1	100%	Quarterly	Quarterly departmental business plan and performance report indicating % of achievement (all departments within

² Currently 3 GHs; i.e. HHS, USD and CSDS are still in process of MFMA competency training. All others including the COO have acquired competency as reported previously

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CORE MANAGERIAL COMPETENCIES (CMC)	CoT STRATEGIC PILLAR	INTENTION OF STRATEGIC PILLAR	DESCRIPTION OF WHAT IS REQUIRED OF THE COO	Weight	Target	Frequency	Evidence
	and responsive	<ul style="list-style-type: none"> Directing and control management activities with good systems and processes. Focus on the integration of systems and processes. Managing our processes to achieve economies of scale or value chain integration. Establishment of entities in line with Section 93(F) of the Local Government Municipal Systems Act 	% achievement of executive commitments against the plan	1	100%	Quarterly	COO's cluster) (performance reports as submitted to CSOP) *Circular 1 report indicating % of achievement *Status report from OEM
People Management and Empowerment (Compulsory)	5 A city that is open, honest and responsive	<ul style="list-style-type: none"> Capacitate people on business processes to be effective leaders. Putting in place processes and steps to create entrepreneurship, ownership and instil a sense of pride in achieving the vision and mission of CoT. Effective decision-making through empowered leaders. Building continuity and sustainability of institutional arrangements. Leadership taking ownership of decision and results. 	Optimised human capital programme % of staff sent for training courses in line with the WSP.	1	100% against the plan of the COO's cluster	Quarterly	*Approved work skills plan and training report from departments or training centers against approved work skills plan and proof of attendance from TLMA.
			% of step 1 and 2 grievances and disciplinary cases finalized within the policy and stipulated timeframes	1	100%	Quarterly	*Status report on grievances from Group Human Capital Management
			Occupational Health and safety (OHS): % compliance to Occupational Health and Safety (OHS) requirements/ procedures within each Cluster / Dept. within the financial year	1	100%	Quarterly (in line with OHS audit plan)	*OHS Status report from Group Human Capital Management

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CORE MANAGERIAL COMPETENCIES (CMC)	CoT STRATEGIC PILLAR	INTENTION OF STRATEGIC PILLAR	DESCRIPTION OF WHAT IS REQUIRED OF THE COO	Weight	Target	Frequency	Evidence
		<ul style="list-style-type: none"> Building a centre of excellence through research and development. The implementation of the Tshwane Service Excellence awards is an initiative in this strategic objective To implement effective Change Management initiatives in department or region 	Individual Performance Management % of quarterly coaching sessions of subordinates takes place against approved performance agreements	1	100%	Quarterly	* Attendance register and coaching minutes, rating sheet signed by the incumbent and the supervisor
			% of employees (direct reports) signed Performance Agreement with Plan for the FY 2021/22	1	100%	Quarter 1 and Quarter 3	*Signed Performance Agreements with performance plan
			% of disciplinary cases finalized within the policy and stipulated timeframes.	1	100%	Quarterly	*Status report on disciplinary cases from Group Legal and Secretarial Services.
Governance Leadership	5 A city that is open, honest and responsive	Able to promote, direct and apply professionalism in managing risk and compliance requirements of the Department/Division/Section and apply a thorough understanding of governance practices and obligations.	Governance Leadership % of MAYCO / EXCO and Council commitments/resolution implemented by departments in COO cluster	1	100%	Quarterly	Quarterly progress report
			Audit programme % of AG and internal audit issues related to COO's cluster resolved.	1	100%	Quarterly	*MCAM/MLOG progress report from Internal audit indicating % of AG and internal audit issues resolved for the COO's cluster
			Nr of repeat findings (both internal and external audit) for COO's cluster	1	0	Quarterly for internal audit and annually for external audit	*MCAM/MLOG progress report from Internal audit showing Nr of repeat findings of the COO's cluster

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CORE MANAGERIAL COMPETENCIES (CMC)	CoT STRATEGIC PILLAR	INTENTION OF STRATEGIC PILLAR	DESCRIPTION OF WHAT IS REQUIRED OF THE COO	Weight	Target	Frequency	Evidence
			Risk Management % of risk management action plan implemented	1	100%	Quarterly	Quarterly report on prior quarter for the cluster risk management plan.
Client Orientation and Customer Focus (Compulsory)	5 A city that is open, honest and responsive	<ul style="list-style-type: none"> • Having satisfied customers. • Positive customer relationships. • Implement Batho Pele to ensure an accessible and accountable service. 	Customer relationship management programme % responses to petitions within the stipulated timelines	1	100%	Quarterly	*Certificate of compliance or report from the Office of Speaker on the petitions resolved pertaining to the COO's cluster.
			% of Public Protector and Promotion of Access to information (PAIA) requests within the stipulated timelines	1	100%	Quarterly	*Status report from office of the city manager on public protector and PAIA response pertaining to the COO's cluster
			% of Presidential and Gauteng Premier Hotline cases responded to within the stipulated timelines	1	100%	Quarterly	*Quarterly status reports from OEM on presidential and Gauteng Premier responses pertaining to the COO cluster.
Total				20			

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3.3 DETAILED SCORECARD OF THE CHIEF OPERATIONS OFFICER

The following KPAs totalling a minimum of 80 points Chief Operations Officer (COO) of the scorecard apply.

The following dependencies apply to the achievement of the targets:

- 1 Timeous approvals of relevant authorities
- 2 Cooperation to all communicated requirements by relevant stakeholders
- 3 Provision of required resources (human and financial) as required
- 4 The targets are based on the approved SDBIP and MTREF³
- 5 Timeous resolution of escalated risks by relevant decision makers.

KPA	Performance Indicator ⁴	Weight	5 year target (2021-2026)	Cumulative baseline (as at 30/03/2021 – Unaudited)	Target 2021/22	Quarterly roll-out of year end targets				Evidence Reference
						Q1	Q2	Q3	Q4	
Oversee that departments in the cluster achieve planned SDBIP targets	Nr of planned CSDS targets achieved	8	All planned targets achieved	1 of 5 targets achieved	3	3	3	3	3	CSOP quarterly report and Departmental workbooks.
Oversee that departments in the cluster achieve planned SDBIP targets	Nr of planned Energy and Electricity targets achieved	8	All planned targets achieved	3 of 4 targets achieved	4	4	4	4	4	CSOP quarterly report and Departmental workbooks
Oversee that departments in the cluster achieve planned SDBIP targets	Nr of planned Water and Sanitation targets achieved	8	All planned targets achieved	4 of 8 targets	17	16	17	17	17	CSOP quarterly report and Departmental workbooks.

³ Due to the financial challenges of the City, departments were instructed to rebase their budgets. This has an impact on numerous targets, which are at odds with the approved SDBIP.

⁴ Indicators on the SDBIP that are only reporting indicators, are not included herein



KPA	Performance Indicator ⁴	Weight	5 year target (2021-2026)	Cumulative baseline (as at 30/03/2021 – Unaudited)	Target 2021/22	Quarterly roll-out of year end targets				Evidence Reference
						Q1	Q2	Q3	Q4	
Oversee that departments in the cluster achieve planned SDBIP targets	Nr of planned Roads and Transport targets achieved	8	All planned targets achieved	5 of 6 targets achieved	8	8	8	8	8	CSOP quarterly report and Departmental workbooks.
Oversee that departments in the cluster achieve planned SDBIP targets	Nr of planned Human Settlements targets achieved	7	All planned targets achieved	2 of 4 targets achieved	18	6	4	4	18	CSOP quarterly report and Departmental workbooks.
Oversee that departments in the cluster achieve planned SDBIP targets	Nr of planned Environment and Agriculture targets achieved	7	All planned targets achieved	3 of 4 targets achieved	10	9	9	9	10	CSOP quarterly report and Departmental workbooks.
Oversee that departments in the cluster achieve planned SDBIP targets	Nr of planned Health targets achieved	8	All planned targets achieved	3 of 3 targets achieved	3	3	3	3	3	CSOP quarterly report and Departmental workbooks.
Oversee that departments in the cluster achieve planned SDBIP targets	Nr of planned ROC targets achieved	7	All planned targets achieved	3 of 9 targets achieved	23	23	23	23	23	CSOP quarterly report and Departmental workbooks.
Contribute to financial sustainability	Percentage average of non-revenue water (USD)	2	27%	32.4%	29%	30.00%	29.75%	29.5%	29.0%	CSOP quarterly SDBIP or quarterly performance report as



KPA	Performance Indicator ⁴	Weight	5 year target (2021-2026)	Cumulative baseline (as at 30/03/2021 – Unaudited)	Target 2021/22	Quarterly roll-out of year end targets				Evidence Reference
						Q1	Q2	Q3	Q4	
										submitted to CSOP
Contribute to financial sustainability	Percentage of total electricity losses (energy losses) (annual measure)	2	≤15%	20.22%	≤17%	≤18,75%	≤18,25%	≤17,65%	≤17%	CSOP quarterly SDBIP or quarterly performance report as submitted to CSOP
Ensure efficacy of departmental budgeting in line with relevant legislative prescripts	Value of unauthorised, irregular, fruitless and wasteful expenditure incurred	1	0	0	0	0	0	0	0	Section 71 report from GFS, SCM performance report, confirmed by GAR through investigation.
To ensure the delivery of financial management programmes	Percentage revenue collected based on YTD projections ⁵	1	95%	93%	93%	93%	93%	93%	93%	Quarterly Mayco report of GFS on revenue and SAP extract report
	Percentage of overall opex budget vs opex targets spent against YTD projections for departments	1	98%	104%	50%	50%	50%	50%	50%	Quarterly Mayco report / Section 71 on Opex from finance department or SAP Extract report


⁵ If the EAM budget is cut, the revenue generation will be affected and the target will have to be lowered

J.P.M



KPA	Performance Indicator ⁴	Weight	5 year target (2021-2026)	Cumulative baseline (as at 30/03/2021 – Unaudited)	Target 2021/22	Quarterly roll-out of year end targets				Evidence Reference
						Q1	Q2	Q3	Q4	
	within the COO's cluster									
	Percentage of overall capital budget spent against YTD projections for the departments within the COO's cluster	1	98%	86%	70%	70%	70%	70%	70%	Quarterly Mayco report / Section 71 of Finance department on capital budget spent against YTD budget or SAP Extract report
	% of quarterly planned capital projects milestones achieved	1	98%	13%	80%	25%	50%	60%	80%	Quarterly report on planned capital project milestones / deliverables or Quarterly performance report from CSOP
	Nr of tenders cancelled ⁶	2	0	7	0	0	0	0	0	*Quarterly SCM report
Revenue enhancement	% of COO cluster departmental financial recovery plan targets	2	100%	29%	100%	100% (Q4 20/21 FY)	100% (Q1 21/22FY)	100% (Q2 21/22 FY)	100% (Q3 21/22 FY)	Approved city-wide implementation plan and quarterly status report from

⁶ This excludes tenders cancelled due to non-responsiveness. The indicator reflects on tenders cancelled due to irregularities in this case confirmed irregularities due to actions of the COO cluster departments, as confirmed by GAR.


J.P.M. 

KPA	Performance Indicator ⁴	Weight	5 year target (2021-2026)	Cumulative baseline (as at 30/03/2021 – Unaudited)	Target 2021/22	Quarterly roll-out of year end targets				Evidence Reference
						Q1	Q2	Q3	Q4	
	achieved against approved plans									GFS for 2020/21 (for Q1) and 2021/22 FY (for Q2-4)
Promoting good governance	Unqualified Audit opinion achieved	2	Unqualified Audit opinion	Unqualified Audit opinion	0	N/A	N/A	NA	Unqualified Audit opinion	Final AG Report to Council.
Job Intensive Economic Growth	Number of new income earning opportunities facilitated by the COO cluster.	2	85000 for the entire city	6325	14257	1835	2913	4264	5245	*Quarterly EPWP status report from Community and Social Development Services Department.
Build a good image of the City and manage reputational	% timeous response to media queries within 3 days from receipts	2	100%	83%	100%	100%	100%	100%	100%	*Certification from Group Communication Marketing and Events
SUB-TOTAL FOR CORE DELIVERY PROGRAMMES		80								
SUB TOTAL FOR CORE MANAGEMENT COMPETENCIES		20								
TOTAL		100								

J.P.M

ANNEXURE B PERSONAL DEVELOPMENT PLAN

Learning and Development Need <i>Provide a specific description of the desired change(e.g. skills to be gained, knowledge acquired, topics themes/content covered</i>	Type of Development <i>E.g. Course, workshop, conference, self-development (researcher, reading, etc.)</i>	Time-frame <i>E.g. Within a specific performance cycle. (July – June)</i>	Who is responsible <i>E.g. Incumbent or his/her Manager. Also specify the accredited Service Provider</i>	Further comments <i>E.g. Resource requirements, additional notes.</i>
Keeping abreast of the latest developments in board level governance	KING IV ACCREDITED TRAINING	WITHIN THE FINANCIAL YEAR	TLMA TO ENSURE THAT TRAINING IS SOURCED FROM THE OWNERS OF KING IV	APPROXIMATELY R10 000.

J.P.M.


4 ACCEPTANCE OF PLAN

PERFORMANCE PLAN FOR CHIEF OPERATIONS OFFICER Period: 1 JULY 2021 to 30 JUNE 2022

Signed and accepted by incumbent:
Name: Mr James Murphy



Date:

30 July 2021

Signed by the incumbent's immediate supervisor:
Name: Ms Mmaseabata Mutlaneng



Date:

30 July 2021
