

Mogale City

Local Municipality

PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN:

MOGALE CITY LOCAL MUNICIPALITY

AS REPRESENTED BY THE

MUNICIPAL MANAGER:

MAANDA PRINGLE RAEDANI

AND


CHIEF AUDIT EXECUTIVE:

DUMISANI NGUTSHANA

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 JULY 2017 TO 30 JUNE 2018

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PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN

MOGALE CITY LOCAL MUNICIPALITY herein represented by **M.P. RAEDANI** as the **MUNICIPAL MANAGER** (hereinafter referred to as the Employer or Supervisor)

And

DUMISANI NGUTSHANA as the **CHIEF AUDIT EXECUTIVE** of **MOGALE CITY LOCAL MUNICIPALITY** (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee in Terms of Section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as the "the Parties".
- 1.2 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.
- 1.3 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B), 57(C) 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), (4C) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;

2017/2018 Performance Management Agreement entered into by and between
Municipal Manager: M.P. Raedani and Chief Audit Executive: D. Ngutshana

Page 2



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- 2.5 Use the Performance Agreement and Performance Plan as the basis for assessing whether the employee has met the performance expectations applicable to his job;
- 2.6 Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **01 JULY 2017** and will remain in force until **30 JUNE 2018**; where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.3 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.
- 3.4 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents 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.
- 4.2 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 and the Budget of the Employer, and shall include key objectives; key performance indicators; target and weightings.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe within which the

work must be achieved. The weightings show the relative importance of the key objectives to each other.

- 4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

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

6. THE EMPLOYEE AGREES TO PARTICIPATE IN THE PERFORMANCE MANAGEMENT AND DEVELOPMENTS SYSTEM THAT THE EMPLOYER ADOPTS

- 6.1 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.
- 6.2 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the performance agreement.
- 6.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs)/ Core Managerial Competencies (CMC) respectively.
- 6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 6.2.3 KPAs covering the main areas of work will account for 80 weighting and CCRs will account for 20 weighting of the final assessment.
- 6.3 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 weighting of the overall assessment result as per the weightings agreed to between the employer and Employee:

KEY PERFORMANCE AREAS (KPA'S)	WEIGHTING
Infrastructure Development and Service Delivery	-
Municipal Transformation and Organizational Development	76
Local Economic Development (LED)	-
Municipal Financial Viability and Management	-
Good Governance and Public Participation	24
Total	100

- 6.4 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:

CORE COMPETENCY REQUIREMENTS		
CORE MANAGERIAL COMPETENCIES (CMC)	√	WEIGHTS
Strategic Capability	√	20
Programme and Project Management		
Financial Management	√	20
People and Diversity Management	√	20
Accountability and Ethical Conduct	√	20
Change Management		
Knowledge Management		
Service Delivery Innovation		
Problem Solving and Analytical Thinking		
Client Orientation and Customer Focus	√	20
Communication		
Policy conceptualization and implementation		
Mediation skills		
Advanced negotiations skills		
Partnership and Stakeholder Relations		
Supply Chain Management		
TOTAL		100

7. EVALUATING PERFORMANCE

- 7.1 The Performance Plan (Annexure A) to this Agreement sets out-
- 7.1.1 The standards and procedures for evaluating the Employee's performance; and
- 7.1.2 The intervals for the evaluation of the Employee's performance.
- 7.2 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.

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

7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

7.5 The annual performance appraisal will involve:

7.5.1 Assessment of the achievement of results as outlined in the performance Plan:

- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to 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.

7.5.2 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) 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.

7.5.3 Overall rating

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

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

OVERALL PERFORMANCE	RATING	PERFORMANCE SCORE
Unacceptable Performance Performance does not meet the standard expected for the job. The employee has failed to demonstrate the commitment level expected in the job despite management efforts to encourage improvement.	1	0% - 59% and below
Performance 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.	2	60% – 74%
Performance Fully Effective Performance fully meets the standards expected in all areas of the job	3	75% – 79 %
Performance Significantly Above Expectations/ Exceptional Performance Performance is significantly higher than the standard expected in the job.	4	80% – 89 %
Outstanding Performance Performance far exceeds the standard expected of an employee at this level.	5	90% – 100 %

7.7 For purposes of evaluating the performance of the Chief Audit Executive, an evaluation panel constituted by the following persons must be established –

7.7.1 Municipal Manager;

7.7.2 Chairperson of the Performance Audit Committee or Audit Committee in the absence of a Performance Audit Committee;

7.7.3 Member of the Mayoral Committee;

7.7.4 Municipal Manager from another Municipality; and

8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of each Employee in relation to his or 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:

Quarter	Timeline	Date of the Review
First Quarter	July – September 2017	N/a
Second Quarter	October – December 2017	N/A
Third Quarter	January – March 2018	N/A
Fourth Quarter	April – June 2018	May 2018

- 8.2 The Employer shall keep a record of all formal and informal reviews, including the mid-year review and annual assessment meetings.
- 8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 8.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.
- 8.5 The Employer may amend the provisions of 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.

9. DEVELOPMENTAL REQUIREMENTS

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

10. OBLIGATIONS OF THE EMPLOYER

10.1 The Employer shall –

- 10.1.1 create an enabling environment to facilitate effective performance by the Employee;
- 10.1.2 provide access to skills development and capacity building opportunities;
- 10.1.3 work collaboratively with the Employee to solve problems and solutions to common problems that my impact on the performance of the Employee;
- 10.1.4 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

10.1.5 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.

11. CONSULTATION

11.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others –

11.1.1 a direct effect on the performance of any of the Employee's functions;

11.1.2 commit the Employee to implement or to give effect to a decision made by the Employer; and

11.1.3 a substantial financial effect on the Employer.

11.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

12.2 A performance bonus of 5% to 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of performance and the amount payable would be calculated on the following basis:

Performance Rating			Bonus Amount
1	0% - 49%	Performance unacceptable	• 0% of total package
2	50% - 59%	Performance Not Fully Effective	
3	60% - 64%	Performance Fully Effective	• Remuneration progression
4	65% - 74%	Performance Significantly Above Expectations/ Exceptional Performance	• Remuneration progression • 5% - 9% of total package
5	75% - 100%	Outstanding Performance	• Remuneration progression • 10% -14% of total package

12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least twelve months (12) service at the current remuneration package on 30 June (end of financial year) subject to a fully effective performance assessment results and above.

12.4 In the case of unacceptable performance, the Employer shall –

12.4.1 provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

12.4.2 after appropriate counseling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the employee on grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

13.1 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 provide for, shall be mediated by –

13.1.1 In the case of managers directly accountable to the municipal manager, the executive mayor or mayor within thirty (30) days of receipt of a formal dispute from the employee;

whose decision shall be final and binding on both parties.

13.2 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

14. GENERAL

14.1 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.

14.2 Nothing in this agreement diminished the obligations, duties or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

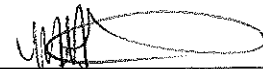
Thus done and signed at Krugersdorp on this the 31 day of July 2017

AS WITNESSES:

1. 



EMPLOYEE
(Chief Audit Executive)

2. 

Thus done and signed at KRUGERSDORP on this the 31st day of JULY 2017

AS WITNESSES:

1. 



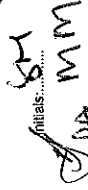
EMPLOYER
(Municipal Manager)

2. 

MOGALE CITY LOCAL MUNICIPALITY PERFORMANCE MANAGEMENT PLAN FOR 2017/2018

**INCUMBENT: DUMISANI NGUTSHANA
POST TITLE: CHIEF AUDIT EXECUTIVE**

Key Performance Area	Weighting	Performance Indicator	Performance Measurements	Baseline Information	Target			Evidence
					Time frame	Quality	Quantity	
1. Municipal Transformation and Organisational Development	40	% implementation of the Approved Internal Audit Plan	1=69% and Below implemented	91%			92%	Quarterly progress reports on the implementation of the Internal Audit Plan and/ or Yearly Internal Audit Report
			2=70 - 79% implemented					
			3=80 - 89% implemented					
			4=90-91 % implemented					
			5=92-100% implemented					
	3	No. of Individual Performance Management Agreements signed with Managers	1= 2 Performance Management Agreements of Managers signed after the 31/10/2017	2016/2017 Performance Management Agreements signed by Managers			31/08/2017	Two (2) 2017/2018 Performance Management Agreements signed with Managers
			2= 2 Performance Management Agreements of Managers signed by 30/09/2017					
			3= 2 Performance Management Agreements of Managers signed by 31/08/2017					
			4= 2 Performance Management Agreements of Managers signed by 25/08/2017					
			5=2 Performance Management Agreements of Managers signed by 20/08/2017					
3	Performance Management Assessment of Managers for the FY 2016/2017	1= Performance Assessment conducted by 28/02/2018	2015/2016 Performance Management Assessment for Managers			30/11/2017	Attendance register for the Assessments And Route Form of the Report on the outcome of the 2016/2017 Performance Assessment of Managers submitted to the Municipal Manager	
		2= Performance Assessment conducted by 31/01/2018						
		3= Performance Assessment conducted by 30/11/2017						
		4= Performance Assessment conducted by 15/11/2017						
		5= Performance Assessment conducted by 31/10/2017						

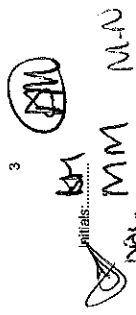
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MOGALE CITY LOCAL MUNICIPALITY PERFORMANCE MANAGEMENT PLAN FOR 2017/2018

**INCUMBENT: DUMISANI NGUTSHANA
POST TITLE: CHIEF AUDIT EXECUTIVE**

Key Performance Area	Weighting	Performance Indicator	Performance Measurements	Baseline Information	Target		Evidence
					Time frame	Quantity	
	30	% implementation of the Ethics Management Programme	1=59% and Below implemented 2=60-69% implemented 3=70-79% implemented 4=80-89% implemented 5=90-100% implemented	New Target		70%	Quarterly progress reports on the implementation of the Ethics Management Programme
NOT APPLICABLE IN THE CASE OF THE CAE DUE TO A TENDER BEING IN PLACE							
2. Local Economic Development (LED)							Internal Audit plan to be submitted, submission date and date submitted (Email on the submission and/ or Acknowledgement of receipt) And Copies of policies, Acts and legislation which stipulates the due dates for the compliance reports to be submitted
	10	% compliance to the regulatory framework	1=100% submission after the 30 September 2017 2= 100% submission on or before the 31 August 2017 3=100% submission on or before the 31 July 2017 4=100% submission on or before the 20 July 2017 5=100% submission on or before the 10 July 2017	100% Submission of IA Plan		100%	
	4	% implementation rate of mitigation actions taken per action plan on the strategic and/ or operational risk register (Target and Baseline will be confirmed after the assessment of the 4th Quarter Risk Register)	1=59% and Below 2=60-79% 3=80% 4=82% 5=84%	78%		80%	Dashboard Risk Management Reports from M&E

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MOGALE CITY LOCAL MUNICIPALITY PERFORMANCE MANAGEMENT PLAN FOR 2017/2018

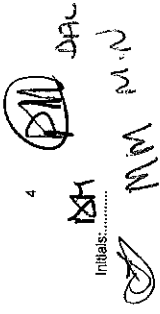
**INCUMBENT: DUMISANI NGUTSHANA
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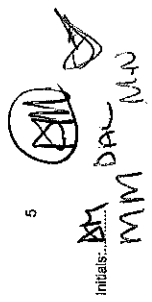
Key Performance Area	Weighting	Performance Indicator	Performance Measurements	Baseline Information	Target		Evidence
					Time frame	Quality Quantity	
3. Good Governance and Public Participation	2	% Implementation of OHS 16.2 Delegation of Power Responsibilities	1=59% and Below implemented	New Target			Signed Health and Safety Reps Checklists, Quarterly Health and Safety minutes, Signed Appointment Letters, Signed Written Response to Executive Manager: CSS (OHS Section), Attendance Registers (OHS Section to provide)
			2=60-69% implemented				
			3=70-79% implemented				
			4=80-89 % implemented				
			5=90-100 % implemented				
2	Departmental Training Needs Identified and Submitted	1=Report submitted after the 31 October 2017	New Target 30/09/2017			Minute or Email submission on departmental training needs analysis submitted to HCD&T	
		2=Report Submitted before the 31 October 2017					
		3=Report submitted before the 30 September 2017					
		4=Report submitted before the 30 August 2017					
		5=Report submitted before the 15 August 2017					
2	No. of reports on GEYODI projects implemented	1=Less than 4 reports submitted	4			GEYODI Quarterly Reports submitted to OD (Email)	
		2=4 reports submitted after the due date					
		3=4 reports submitted on the due date					
		4=all 4 reports submitted one to four days before the due date					
		5=all 4 reports submitted five days and more before the due date					

MOGALE CITY LOCAL MUNICIPALITY PERFORMANCE MANAGEMENT PLAN FOR 2017/2018

**INCUMBENT: DUMISANI NGUTSHANA
POST TITLE: CHIEF AUDIT EXECUTIVE**

Key Performance Area	Weighting	Performance Indicator	Performance Measurements	Baseline Information	Target			Evidence
					Time frame	Quality	Quantity	
	4	No. of days taken to respond to the Auditor General's queries and/ or requests and/ or recommendations (For the year under review)	1=100% response submitted 5 days and more after receipt 2=100% response submitted 4 days after receipt 3=100% response submitted 3 days after receipt 4=100% response submitted 2 days after receipt 5=100% response submitted 1 day after receipt	3		3	Request/ Queries/ Recommendations from the AG and submission dates Letters of response (AG's queries response implementation plan) submitted to Budget & Treasury	
TOTAL = 100%								

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MOGALE CITY LOCAL MUNICIPALITY PERFORMANCE MANAGEMENT PLAN FOR 2017/2018

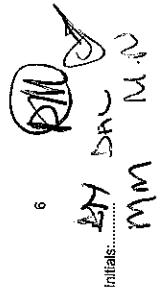
**INCUMBENT: DUMISANI NGUTSHANA
POST TITLE: CHIEF AUDIT EXECUTIVE**

Key Performance Area	Weighting	Performance Indicator	Performance Measurements	Baseline Information	Target		Evidence	Total
					Time frame	Quality		
Core Managerial	20	% implementation of the Approved Internal Audit Plan	Performance Measurement	Quaterly progress reports on the implementation of the Internal Audit Plan and/ or Yearly Internal Audit Report				
			1=59% and Below implemented 2=60-69% implemented 3=70-79% implemented 4=80-89% implemented 5=90-100% implemented					
Financial Management	20	% Negative Variance on operational budget spent	Performance Measurement	Variance Report and/ or 2017/2018 AFS				
			1= 8% unauthorised expenditure 2= 6% unauthorised expenditure 3= 4% unauthorised expenditure 4= 2% unauthorised expenditure 5= 0% unauthorised expenditure					
	4	Grievance and Disciplinary cases attended to	Performance Measurement	Report on Grievance and Disciplinary cases				
			1= 79-70% of requests attended to					
			2= 89- 80% of requests attended to					
			3= 89-90% of requests attended to					
			4= 91-92% of requests attended to					
5= 93-94% of requests attended to								

MOGALE CITY LOCAL MUNICIPALITY PERFORMANCE MANAGEMENT PLAN FOR 2017/2018

INCUMBENT: DUMISANI NGUTSHANA
POST TITLE: CHIEF AUDIT EXECUTIVE

Key Performance Area	Weighting	Performance Indicator	Performance Measurements	Baseline Information	Target		Evidence
					Time frame	Quality Quantity	
People and Diversity Management	5	Quarterly Performance Management Reviews conducted with immediate subordinates	1= Quarterly Reviews conducted on the 30 March and 30 June 2018	Agenda, Attendance Registers and/ or Minutes on the quarterly reviews conducted			
			2= Quarterly Reviews conducted on the 15 March and 15 June 2018				
			3= Quarterly Reviews conducted on the 28 February and 31 May 2018				
			4= Quarterly Reviews conducted on the 20 February and 01 May 2018				
			5= Quarterly Reviews conducted on the 10 February and 15 April May 2018				
	6	Communication to employees	1= 5-1 meetings	Attendance Registers for Departmental meetings convened			
			2= 9-6 meetings				
			3= 10 meetings				
			4= 11-12 meetings				
			5= 24 meetings				
	5	% implementation of Departmental employment equity sub-plans	1=59% and Below implementation	Approved quarterly position management reports			
			2=60-69% implementation				
			3=70-79% implementation				
			4=80-89 % implementation				
			5=90-100 % implementation				
Client Orientation and Customer Focus	20	Internal and External information requests responded to within 10 working days from date of receipt	1= Requests responded to 30 working days from the date of receipt	Minutes of the meetings and Attendance Register for the meetings and/ or Cancellation of meetings by Organised Labour			
			2= Requests responded to 15 working days from the date of receipt				
			3= Requests responded to 10 working days from the date of receipt				

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MOGALE CITY LOCAL MUNICIPALITY PERFORMANCE MANAGEMENT PLAN FOR 2017/2018


INCUMBENT: DUMISANI NGUTSHANA
POST TITLE: CHIEF AUDIT EXECUTIVE

Key Performance Area	Weighting	Performance Indicator	Performance Measurements	Baseline Information	Target		Evidence
					Time frame	Quality Quantity	
Accountability and Ethical Conduct	20	receipt Submission of the Disclosure Form for Benefits And Interests 2017/2018 FY	4= Requests responded to 5 working days from the date of receipt	Acknowledgement of Receipt signed by Ethics Division			
			5= Requests responded to 3 working days from the date of receipt				
			1= Submission made on the 30 September 2017				
			2= Submission made on the 31 August 2017				
			3= Submission made on the 31 July 2017				
4= Submission made on the 25 July 2017							
Total: 100%			5= Submission made on the 10 July 2017				

Ps: The signed agreements will be enhanced after automation of PMS (ePMS) to enable progress in monitoring and reporting



Signed and accepted by Chief Audit Executive: Dumisani Ngutshana

Date: 31/July/2017


Signed by the Municipal Manager: Maanda Pringle Raedani

Date: 31/July/2017