

# SUNDAYS RIVER VALLEY MUNICIPALITY

**PERFORMANCE AGREEMENT AND PERFORMANCE PLAN**  
**of**  
**Director Infrastructural Development**

**FINANCIAL YEAR: 1 JULY 2025 – 30 JUNE 2026**



**Sundays River Valley**  
**Municipality**

042 230 7700



078 266 6230



srvm@srvm.gov.za



@sundaysrivervalley



www.srvm.gov.za



23 Middle Street, Kirkwood, 6120



P.O. Box 47, Kirkwood, 6120

## PERFORMANCE AGREEMENT

### ENTERED INTO BY AND BETWEEN:

The Sundays River Valley Local Municipality herein represented by **Mr. Thabiso Klaas** in his capacity as Municipal Manager (hereinafter referred to as the **Employer**) **Mr. Zolile Maqhinyana** Director: Infrastructural Development of the Sundays River Valley 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 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 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;
- 2.5 use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the **Employee** for permanent employment and/or to assess whether the **Employee** has met the performance expectations applicable to his/her 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.



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 DEVELOPMENT 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) 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% and CCRs will account for 20% 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% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

<b>Key Performance Areas (KPA's): 80%</b>	<b>Weighting</b>
Spatial Planning	5
Basic Service Delivery and Infrastructure	51
Municipal Institutional Development and Transformation	7
Local Economic Development	10
Financial Viability and Management	18
Good Governance and Public Participation	9
<b>Total</b>	<b>100%</b>

6.4 The CCRs will make up the other 20% of the **Employee's** assessment score.

<b>LEADING COMPETENCIES</b>		<b>WEIGHT</b>
<b>01</b>	Strategic Direction and Leadership	<b>15%</b>
<b>02</b>	People Management	<b>10%</b>
<b>03</b>	Program and Project Management	<b>20%</b>
<b>04</b>	Financial Management	<b>20%</b>
<b>05</b>	Change Leadership	<b>15%</b>
<b>06</b>	Governance Leadership	<b>20%</b>
<b>CORE COMPETENCIES</b>		
<b>TOTAL</b>		<b>100</b>
<b>WEIGHT</b>		<b>20%</b>

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Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an <b>Employee</b> at this level. The appraisal indicates that the <b>Employee</b> has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the <b>Employee</b> has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the <b>Employee</b> 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 <b>Employee</b> 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 <b>Employee</b> has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The <b>Employee</b> 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.					

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- 10.1.3 work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**.
- 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 ranging from of 5% to 14% of the all-inclusive remuneration package may be paid to the **Employee** in recognition of outstanding performance. In determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment rating calculator; provided that-
  - 12.2.1 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%;  
and
  - 12.2.2 a score of 150% and above is awarded a performance bonus ranging 10% to 14%
- 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 assessment.
- 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 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

4.2 Any disputes about the outcome of the employee's performance evaluation, must be mediated by the MEC responsible for Local Government in the Province of the Eastern Cape, within thirty (30) days of receipt of a formal dispute from the employee, whose decision shall be final and binding on both parties.

**5. GENERAL**

5.1 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**.

5.2 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.

Thus, done and signed at Nqweba on this the..... day of 01/11/..... 2025

**AS WITNESSES:**

1.  \_\_\_\_\_

  
EMPLOYEE

2. \_\_\_\_\_

Thus, done and signed at Nqweba on this the 01 day of 11/..... 2025

1.  \_\_\_\_\_

  
MUNICIPAL MANAGER

2. \_\_\_\_\_

## 10. OBJECTIVES AND STRATEGIES

KPI No	Strategy	Projects	Key Performance Indicator	Spatial Reference	Annual Target	Budget	Q1	Q2	Q3	Q4	Means of Verification	Responsible Dept
<b>INFRASTRUCTURE PLANNING AND DEVELOPMENT</b>												
<b>IDP Goal 1 : Improve Infrastructure Quality and Accessibility</b>												
<b>Strategic Objective: Ensure access and a continuous supply of good quality water and sanitation to each Household/User by 2026</b>												
INFR-001	Upgrading of the Water Reticulation Network	- Augmentation of the Water Reticulation Network in Paterson (Installation of pipelines, taps, connection of households to sewer, installation of water meters) - Provision of Water and Sanitation services of Nomathamsanga and Molly Blackburn	% progress of implementation of water projects	Ward 6	100% progress of implementation of water projects	R6 041 976	25% progress of implementation of water projects	50% progress of implementation of water projects	75% progress of implementation of water projects	100% progress of implementation of water projects	- Monthly project report - Quarterly progress report - Completion certificates - Photos - Signed acknowledgement by Ward Councillor for completion of the project (not for payment purposes) - Attendance registers of project oversight visit (by Council, Province, etc), if any	Infrastructure Planning and Development
INFR-002	Refurbishment to sewer treatment works and sewer reticulation	Refurbishment of Addo sewer treatment works and Moses Mabhida Seer Reticulation (in response to the AG Material Irregularity finding) - Refurbishment of Enon and Bersheba Water Borne Sanitation (Budget Maintenance)	% progress of implementation of sewer treatment works projects	Ward 5 Ward 6 Ward 8	% progress of implementation of sewer treatment works projects	R12 941 335	20% progress of implementation of sewer treatment works projects	50% progress of implementation of sewer treatment works projects	70% progress of implementation of sewer treatment works projects	100% progress of implementation of sewer treatment works projects	- Monthly project report - Quarterly progress report - Completion certificates - Photos - Signed acknowledgement by Ward Councillor for completion of the project (not for payment purposes) - Attendance registers of project oversight visit (by Council, Province, etc), if any	Infrastructure Planning and Development
INFR-003	Water quality monitoring	- Compliance to SANS 241 of 2015 (12) - Daily quality	Number of water quality monitoring projects	All Wards	24 water quality monitoring projects implemented	R450 000	6 water quality monitoring projects implemented	12 water quality monitoring projects	18 water quality monitoring projects	24 water quality monitoring projects	- Monthly IRIS reports - Daily compliance checks/sample report/electronic listing - Quarterly report	Infrastructure Planning and Development

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KPI No	Strategy	Projects	Key Performance Indicator	Spatial Reference	Annual Target	Budget	Q1	Q2	Q3	Q4	Means of Verification	Responsible Dept
<b>Strategic Objective: Ensure reliable, safe, and cost-effective electricity supply to all licensed areas.</b>												
INFR-009	Electrification programs	- Electrification of Msengeni (Ward 2) - Replacement of High Mast Lights to LED lighting - Replacement of lights in municipal buildings - Planned maintenance	% progress in implementation of electrification projects	Ward 7 Ward 2	100% progress in implementation of electrification projects	R5 576 521 R90 000	25% progress in implementation of electrification projects	50% progress in implementation of electrification projects	75% progress in implementation of electrification projects	100% progress in implementation of electrification projects	- Listing of households electrified - Electronic listing of High Mast Lights replaced - Electronic listing of lights replaced in municipal buildings - Signed acknowledgment letters by office custodians - Signed acknowledgement letters by households residents/owners - Monthly report - Quarterly report - Photos	Infrastructure Planning and Development
INFR-010	PMU	Grant monitoring EPWP - R1 435 000 MIG - R30 413 000 INEP - R6 413 000 EED - R4 000 000 WSIG - R12 000 000	% expenditure of all conditional grants	All Wards	100% expenditure of all conditional grants	R54 261 000	15% expenditure of all conditional grants	40% expenditure of all conditional grants	70% expenditure of all conditional grants	100% expenditure of all conditional grants	- Electronic Payment listing - Monthly Progress report - Quarterly progress report - Proofs of payment	Infrastructure Planning and Development
<b>COMMUNITY AND PROTECTION SERVICES</b>												
<b>IDP Goal 3: Enhance Safety, Security, and Risk Preparedness</b>												
<b>Strategic Objective: Communities have sufficient and affordable solid waste disposal option to encourage clean and healthy environment</b>												
COM-01	Cleansing and waste management	- Maintenance of landfill sites - Licensing of landfill site - Endorsement of the IWMP - Eradication of illegal dumping	Number of waste management projects implemented	All Wards	4 waste management projects implemented	R3 000 000	1 waste management project implemented	2 waste management projects implemented	3 waste management projects implemented	4 waste management projects implemented	- Proof of submission to MEC - Appointment of service provider for maintenance of landfill site - Pictures before and after (same angle)	Community and Social Services
<b>IDP Goal 4: Promote Social Inclusion and Community Participation</b>												
<b>Strategic Objective: To increase literacy and lifelong learning outcomes within the SRVM community</b>												
COM-02	Library management	- Library outreach programmes (12) - Renovate Valencia Library (1) - Maintenance of 6 libraries (1)	Number of library projects implemented	All wards	14 library projects implemented	R1,802 000	3 library projects implemented	7 library projects implemented	103 library projects implemented	14 library projects implemented	- Attendance register for the outreach - Pictures before and after - Advert - Appointment letter for service provider - Monthly and quarterly reports on library function	Community and Social Services
<b>IDP Goal 3: Enhance Safety, Security, and Risk Preparedness</b>												
<b>Strategic Objective: To ensure safety and compliance to roads, Fire safety requirement, disaster management plan and bylaw</b>												