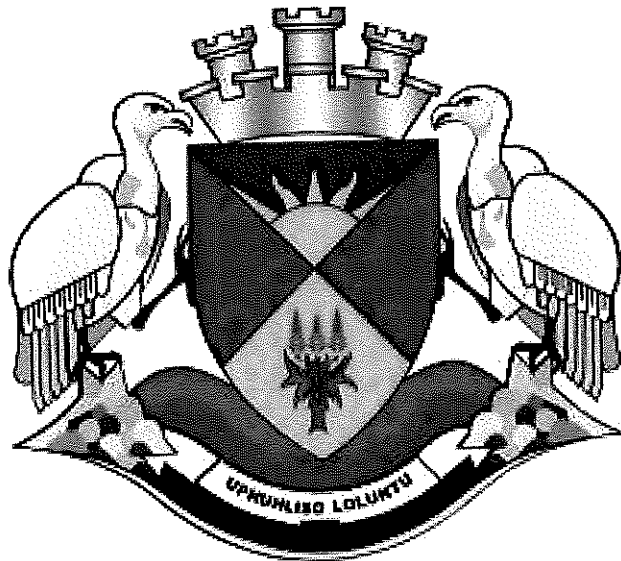


SERVICE DELIVERY AGREEMENT

entered into between

**O.R. TAMBO DISTRICT MUNICIPALITY
("ORTDM")**



**O.R. TAMBO
DISTRICT MUNICIPALITY**

and

**NTINGA O.R. TAMBO DEVELOPMENT DEVELOPMENT AGENCY SOC
LTD
("NTINGA")**



1. INTERPRETATION

In this Agreement:

1.1 clause headings shall not be used in its interpretation;

1.2 unless the context clearly indicates a contrary intention:

1.2.1 an expression, which denotes:

1.2.1.1 any gender includes the other genders;

1.2.1.2 a natural person includes an artificial person and vice versa;

1.2.1.3 the singular includes the plural and vice versa;

1.2.2 the following expressions shall bear the following meanings and related expressions bear corresponding meanings:

1.2.2.1 "ORTDM" means the O.R. Tambo District Municipality, a juristic body duly established in terms of the Local Government: Municipal Structures Act, No 117 of 1998, as amended;

1.2.2.2 "Ntinga" means Ntinga O.R. Tambo Development Agency, a Municipal Entity duly established in terms of section 86H of the Local Government: Municipal Systems Act, No 32 of 2000, as amended;

1.2.2.3 "Agreement" means this agreement;

1.2.2.4 "Auditors" means the Auditor-General of South Africa;

1.2.2.5 "MFMA" means the Municipal Finance Management Act, No. 56 of 2003;

1.2.2.6 "the District" means the designated geographical area of the ORTDM;

1.2.2.7 "IDP" means the Integrated Development Plan of the ORTDM.

1.2.2.8 "LEDS" means the Local Economic Development Strategy of the ORTDM.

1.2.2.9 "RURAL, ECONOMIC AND DEVELOPMENT PLANNING DEPARTMENT" means the Economic Development, Tourism and Agriculture Business Unit of the ORTDM.

1.2.2.10 "Business Day" means any day which is not a Saturday, Sunday or public holiday in the Republic of South Africa;

1.2.2.11 "Parties" means collectively the ORTDM and Ntinga and includes an individual reference to anyone or more of them, as the context may require;

- 1.2.4 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- 1.2.5 when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 1.2.6 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.2.7 expressions defined in this Agreement shall bear the same meanings as in the schedules or annexures to this Agreement which do not themselves contain their own definitions;
- 1.2.8 where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement notwithstanding that that term has not been defined in this interpretative clause;
- 1.2.9 the expiration or termination of this Agreement shall not affect the provisions of this Agreement that expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

2. RECORDAL

- 2.1 In terms of the IDP, the economic development of the Eastern Cape has been identified as a strategic focus area. The strategic priorities of the IDP are:
 - 2.1.1 Provision of support to assist with the acceleration of opportunities and initiatives within the District.
 - 2.1.2 Assistance with capacity building of SMME's.
 - 2.1.3 Assistance in the establishment of co-operatives.
 - 2.1.4 Investigation and implementation of an integrated agricultural job creation and poverty alleviation programme.
 - 2.1.5 Development and implementation of focused economic projects in impoverished areas within the District.
- 2.2 In accordance with its broader economic strategic approach, the ORTDM through the RURAL ECONOMIC AND DEVELOPMENT PLANNING DEPARTMENT acts

- 2.3 This mandate necessitates the implementation of programmes and policies to be carried out through the municipal entity of the ORTDM, Ntinga.
- 2.4 The ORTDM wishes to enter into an agreement with Ntinga for the latter to be appointed as the implementing agent for the ORTDM for all its strategic projects within the District in accordance with sections 76 (b)(1) and 80(1)(a) of the Municipal Systems Act 32 of 2000.

3. APPOINTMENT

The ORTDM hereby appoints Ntinga as its implementing agent in respect of all its existing and potential strategic projects within the District on the terms and conditions more fully described in this agreement.

4. DURATION

Irrespective of the date of signing hereof, this agreement shall commence on 1st July 2017 and shall be for an initial period of twelve (12) months.

5. GENERAL RIGHTS AND OBLIGATIONS OF THE ORTDM

The ORTDM will:

- 5.1 facilitate, develop and approve policies designed to market and promote the District.
- 5.2 through the brand marketing framework, set out the parameters for the development and implementation of a tourism development and marketing strategy for the District and specifically the O.R. Tambo District.
- 5.3 promote communication and co-operation between local business within the District and Ntinga in respect of its existing and potential strategic projects.
- 5.4 provide a framework through the IDP on the identification of projects to be implemented by Ntinga.
- 5.5 in conjunction with Ntinga, prepare specific terms of reference for each strategic project within the District.
- 5.6 in all matters not specifically dealt with in terms of this agreement, act in accordance with the provisions of the MFMA and the Municipal Systems Act.
- 5.7 provide budget for Ntinga as provided for in the MFMA.

6. GENERAL RIGHTS AND OBLIGATIONS OF NTINGA

Ntinga will:

- 6.1 represent the interest of the ORTDM and its partners and all the key priority sectors as outlined in the LEDS to facilitate economic and social development within the District.
- 6.2 implement the LEDS and other related policies of the ORTDM to promote economic development in the District.
- 6.3 guided by the ORTDM's economic development strategic framework implement strategic projects within the District.
- 6.4 in all matters act loyally to the ORTDM and obey their instructions in respect of strategic projects authorised by the ORTDM. In the absence of any such instructions in relation to a particular matter, Ntinga will act in such a manner as Ntinga reasonably considers to be most beneficial to the interests of the ORTDM.
- 6.5 in the event of any dispute arising between Ntinga and a third party in respect of the implementation of a strategic project within the District, forthwith inform the ORTDM of the dispute and will not without the ORTDM's written consent take any action in respect of such dispute.
- 6.6 in all matters disclose to third parties that it acts as Ntinga to the ORTDM.
- 6.7 only be entitled to effect material amendments to its project plans with the prior written approval of the ORTDM.
- 6.8 be entitled to enter into agreements on behalf of the ORTDM in respect of the implementation of all authorised strategic projects within the District.
- 6.9 be entitled to consult with international, national and provincial stakeholders in respect of any strategic project undertaken within the District.
- 6.10 in all matters not specifically dealt with in terms of this agreement, act in accordance with the provisions of the MFMA and the Municipal Systems Act.
- 6.11 Utilise grant funding received from the ORTDM in terms of the Board approved budget.

7. BANK ACCOUNT

- 7.1 Ntinga must open and maintain at least one bank account in the name of Ntinga and all money received by Ntinga must be paid into its bank account.
- 7.2 Ntinga may not open a bank account:
 - 7.2.1 abroad;

7.2.4 without the approval of its board of directors.

8. FINANCIAL YEAR

The financial year of Ntinga is the same as that of the ORTDM, which is, 1st July to 30th June of the succeeding year.

9. BUDGET

9.1 The board of directors of Ntinga shall, for each financial year submit proposed budget for Ntinga to the ORTDM not later than 150 days before the beginning of Ntinga's financial year and/or on an earlier date that has been determined by the ORTDM.

9.2 The aforementioned budget must:

9.2.1 be balanced;

9.2.2 be consistent with this service delivery agreement and/or any other agreement between Ntinga and the ORTDM;

9.2.3 be within legal limits determined and stipulated by the ORTDM including any limits on tariffs, revenue, expenditure and borrowing;

9.2.4 include a multi-year business plan for Ntinga that:

9.2.4.1 sets out key financial and non-financial performance objectives and measurement criteria as agreed with the ORTDM;

9.2.4.2 is consistent with the budget and IDP of the ORTDM;

9.2.4.3 is consistent with this service delivery agreement and/or other agreement between Ntinga and the ORTDM;

9.2.4.4 reflect actual and potential liabilities and/or commitments including particulars of any proposed borrowing of money during the period to which that plan relates.

9.2.5 comply with the requirements of section 17(1) and (2) of the MFMA where applicable.

9.3 The ORTDM must consider Ntinga's proposed budget, assess Ntinga's priorities and objectives and may make recommendations on the proposed budget.

9.4 Where the ORTDM makes any recommendations, the board of directors of Ntinga shall consider such recommendations and, where necessary, submit a revised budget to the ORTDM not later than 100 days before the start of the financial year.

- 9.6 The board of directors of Ntinga shall approve the budget of Ntinga not later than 30 days before the start of the financial year, taking into account any recommendations submitted by the ORTDM Council.
- 9.7 The board of directors of Ntinga may, with the approval of the Executive Mayor, revise the budget, only for the following reasons:
 - 9.7.1 To adjust the revenue and expenditure estimates downward when there is material under collection of revenue during the current year;
 - 9.7.2 To authorise expenditure of any additional allocations to Ntinga from the ORTDM;
 - 9.7.3 To authorise any unforeseeable and unavoidable expenditure approved by the Mayor;
 - 9.7.4 To authorise any other expenditure within a prescribed framework.
- 9.8 Any projected allocation of funds to Ntinga from the ORTDM must be provided for in the annual budget of the ORTDM.
- 9.9 Ntinga may only incur expenditure in accordance with its approved budget or an adjusted budget.
- 9.10 The Executive Mayor must table to council the budget or adjusted budget or any amended budget of Ntinga as approved by its board of directors, at the next council meeting of the ORTDM.
- 9.11 Ntinga's approved budget or adjusted budget must be made public in substantially the same way as the budget of the ORTDM.

10. REPORTING AND COMMUNICATION

- 10.1 The Accounting Officer of Ntinga must submit to the ORTDM in writing:
 - 10.1.1 within 90 days after Ntinga has opened a new bank account, the name of the bank where the account has been opened, the type and number of the account; and
 - 10.1.2 annually before the start of a financial year, the name of each bank where Ntinga holds a bank account, the type and number of each account.
- 10.2 The Accounting Officer of Ntinga must by no later than 7 (seven) working days after the end of each month submit to the Accounting Officer of the ORTDM a statement in the prescribed format on the state of Ntinga's budget reflecting the following particulars for that month and for the financial year up to the end of that month:
 - 10.2.1 actual revenue per source;

- 10.2.4 actual capital expenditure;
 - 10.2.5 amount of allocations received;
 - 10.2.6 actual expenditure on the allocations mentioned above, excluding expenditure exempted by the annual Division of Revenue Act;
 - 10.2.7 any material variances from Ntinga's projected revenue by source, and from Ntinga's expenditure projections;
 - 10.2.8 any material variances from the service delivery agreement and the business plan;
 - 10.2.9 any remedial or corrective steps taken or to be taken to ensure that projected revenue and expenditure remain within Ntinga's approved budget;
 - 10.2.10 projection of revenue and expenditure for the rest of the financial year, and any revision from initial projections;
 - 10.2.11 the amounts reflected in the statement must in each case be compared with the corresponding amounts budgeted for in Ntinga's approved budget.
- 10.3 The Accounting Officer of Ntinga must, in addition to clause 10.2 submit within 7 (seven) working days, a report on the financial performance of all the business units under his/her implemented as stated in annexure 1:
- 10.4 The Accounting Officer of Ntinga must by 20 January of each year
- 10.4.1 Assess the performance of Ntinga during the first half of the financial year and submit a report on such assessment to the ORTDM in accordance with the provisions of section 88(a) and (b) of the MFMA.
- 10.5 The Accounting Officer of Ntinga must within 7 (Seven) days of the end of each quarter, submit to the Accounting Officer of the ORTDM, a report on the implementation of the SCM policy for submission to council.
- 10.6 The Accounting Officer of Ntinga must disclose to the ORTDM all material facts, including those reasonably discoverable, which in any way may influence the decisions or actions of the ORTDM.
- 10.7 Ntinga must report to the ORTDM within 7 (Seven) days after the end of each quarter on all expenditure incurred by Ntinga on directors and staff remuneration matters in a manner that discloses such expenditure per type of expenditure in accordance with the provisions of section 89 of the MFMA.
- 10.8 Communication between the ORTDM and Ntinga shall be as follows:
- 10.8.1 The Executive Mayor of the ORTDM shall communicate with the Chairperson of the Board of Ntinga through the MM responsible for Local Economic Development who sits in the

- 10.8.2 As stipulated in clause 93D (1) of the Municipal Systems Act 3 of 2000, the MMC responsible for LED shall represent ORTDM in all meetings of the Board of Directors and shall, with the assistance of the Ntinga Accounting Officer, report to the standing committee all issues relating to Ntinga operations.
- 10.8.3 Furthermore, as stipulated in the same section 93D(1) in 10.8. above, the Director RURAL, ECONOMIC AND DEVELOPMENT PLANNING, at an administrative level, shall represent ORTDM in all meetings of the Board of Directors and shall, with the assistance of the Ntinga Chief Executive Officer report to the municipal manager and senior management of ORTDM on all administrative issues relating to Ntinga operations.
- 10.8.4 The Chief Executive Officer of Ntinga at an administrative level must submit all compliance reports at management level to the Municipal Manager of the ORTDM.

11. ACCOUNTING AND AUDITS

11.1 Ntinga must:

- 11.1.1 keep full and proper books of account and records showing clearly all enquiries, transactions and proceedings relating to Ntinga and, in particular, all transactions undertaken by or through Ntinga in respect of other strategic projects;
- 11.1.2 ensure that the resources of Ntinga are used effectively, efficiently, economically and transparently;
- 11.1.3 implement effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and financial mismanagement;
- 11.1.4 ensure that irregular, fruitless and wasteful expenditure and other losses are prevented;
- 11.1.5 allow any person authorised by the ORTDM to have access at all reasonable times to Ntinga's premises for the purpose of inspecting the said books and records;
- 11.1.6 adopt a consistent and as far as possible uniform policy in the preparation of its financial statements based on sound and generally accepted accounting principles and practices in the Republic of South Africa;
- 11.1.7 ensure that disciplinary or, when appropriate, criminal proceedings, are instituted against any official of Ntinga who has allegedly committed an act of financial misconduct or an offence in terms of Chapter 15 of the MFMA;

12. **PROCUREMENT**

- 12.1 Ntinga shall be obliged to implement the supply chain management policy in terms of section 111 of the MFMA
- 12.2 The supply chain management policy of Ntinga must be consistent to the extent determined by ORTDM supply chain management policy as stipulated in Clause 2(2) of the Supply Chain Management Regulations
- 12.3 If the supply chain management policy of Ntinga is not consistent to that of ORTDM, the ORTDM Council must take appropriate steps to ensure consistency.

13. **INDEMNITY**

- 13.1 Ntinga hereby indemnifies ORTDM from and against any claims, costs, damages, penalties or expenses, suffered or incurred by ORTDM as a result of the negligence of Ntinga, its agents, contractors, employees or assigns.
- 13.2 In the same token, ORTDM hereby indemnifies Ntinga from and against any claims, costs, damages, penalties or expenses, suffered or incurred by Ntinga as a result of the negligence of ORTDM, its agents, contractors, employees or assigns.

14. **ASSIGNABILITY**

The Parties' rights or obligations hereunder shall not be transferable or assignable either voluntarily or involuntarily in whole or part whether by operation of law or otherwise without the prior written consent of the other party.

15. **NON-DISCLOSURE**

The Parties hereby agree and represent that, in the absence of prior written authorisation from the other Party to the contrary, a party will not divulge to the other parties any information in respect of any authorised strategic project with the District and will undertake all necessary measures and precautions to ensure that management and employees are aware of, and comply with, this non-disclosure provision.

not in any way be affected or impaired. The Parties shall nevertheless negotiate in good faith in order to agree the terms of mutually satisfactory provisions, achieving as nearly as possible the same commercial effect, to be substituted for the provisions found to be void or unenforceable.

17. DISPUTES

17.1 In the event of a dispute arising between the Parties, such dispute will be dealt with through mediation by the Executive Mayor of the ORTDM to ensure an amicable resolution. The authorised representatives of the Parties undertake to meet within 14 days after either party has notified the other party in writing of such dispute.

17.2 Save as otherwise provided in this Agreement and should any dispute not be resolved within 3 (three) days after the Parties have met in terms of paragraph 18.1 above, then the dispute shall, unless the Parties thereto otherwise agree in writing, be referred to an expert ("Expert") for determination in accordance with the remaining provisions of this clause 18.

17.3 The Expert shall:

17.3.1 if the matter in issue is primarily an accounting matter, be an independent South African practising chartered accountant of not less than 15 (fifteen) years standing;

17.3.2 if the matter in issue is primarily a legal matter, be a South African practising senior counsel of not less than 5 (five) years' standing and practising at the Mthatha bar;

17.3.3 if the matter in issue is any other matter, be an independent South African senior counsel as envisaged in clause 18.3.2 or be any other independent person;

17.3.4 be agreed upon by the Parties to the dispute or failing agreement be appointed by the President for the time being of the South African Institute of Chartered Accountants, or the Chairman for the time being of the Mthatha Bar Association or their successors-in-title at the request of any party to the dispute.

17.4 The Expert selected as aforesaid shall in all respects act as an expert and not as an arbitrator.

17.5 The Expert shall be vested with entire discretion as to the procedure to be followed in arriving at his decision. It shall not be necessary for the Expert to observe or carry out either the strict rules of evidence or any other legal formalities or procedures, but the Expert shall be bound to follow principles of law in deciding matters submitted to him.

17.6 The Expert shall have the power, inter alia, to:

the books, records, documents and other things in the possession of any party to the dispute or under its control, the right to inspect goods and property of the Parties, the right to take copies and/or make extracts therefrom and the right to have them produced and/or delivered to any place reasonably required by him for the aforesaid purposes;

17.6.2 interview and question under oath any of the Parties or other parties to the dispute, including the right to cross examine such Parties;

17.6.3 summon witnesses;

17.6.4 record evidence;

17.6.5 make an interim award;

17.6.6 make an award regarding legal fees/costs and the Expert's remuneration. If he fails or declines to do so, then each of the Parties to the dispute shall bear and pay its own costs. Until such time as the Expert's decision is given, the Parties to the dispute shall bear and pay such costs in equal shares;

17.6.7 call for the assistance of any other person who he may deem necessary to assist him in arriving at his decision; and

17.6.8 exercise any additional powers which may be exercised by an arbitrator in terms of the Arbitration Act 1965 as amended.

17.7 Any hearing by the Expert shall be held in Mthatha, South Africa unless the Expert determines that it is more convenient or equitable that the hearing of any part thereof (including, but without limitation, the taking of evidence) be held elsewhere, in which event the hearing (or the relevant part thereof) shall be held in the place so determined by the Expert.

17.8 The Parties shall use their best endeavours to procure that the decision of the Expert shall be given within 30 (thirty) days or so soon thereafter as possible after it has been demanded.

17.9 The decision of the Expert shall be final and binding on all Parties affected thereby, shall be carried into effect and may be made an order of a competent court at the instance of any party to the dispute.

17.10 This clause shall not preclude any party from obtaining relief by way of motion proceedings on an urgent basis or from instituting any interdict, injunction or any similar proceedings in any court of competent jurisdiction pending the decision of the Expert.

17.11 The provisions of the Arbitration Act 1965 as amended shall not apply in respect of this clause or any other provision of the Agreement, save for the provision in paragraph 18.6.8 above.

17.12 This clause is severable from the rest of the Agreement and shall remain in effect even if the Agreement is terminated for any reason.

Save as otherwise provided in this Agreement, should either party commit a breach of any provision of this Agreement and fail to remedy such breach within fourteen days after receiving written notice from the party aggrieved thereby requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's other rights in law, to claim immediate specific performance of all of the defaulting party's obligation. In either event, without prejudice to the aggrieved party's right to claim damages it is agreed that neither party shall be entitled to cancel this Agreement for any reason whatsoever, except in the event of a material breach.

19. DOMICILIUM AND NOTICES

19.1 The Parties choose domicilium citandi et executandi for all purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement, as follows:

19.1.1 ORTDM: Physical: ***Myezo House, Nelson Mandela Drive, Mthatha***

Postal: ***Private Bag X6043***

Telefax: ***(+27)47 532 3045***

(Marked for the attention of the Municipal Manager)

19.1.2 Ntinga: Physical: ***Old Government Printers, 5 Textile Road, Vulindlela Heights, Mthatha***

Postal: ***P.O Box 1134***

Telefax: ***(+27)47 531 4121***

(Marked for the attention of the CEO)

19.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax.

20. GENERAL

20.1 This Agreement constitutes the sole record of the agreement between the Parties in relation to the subject matter hereof.

20.2 No party shall be bound by any representation, warranty, promise or the like not recorded herein.

20.3 No addition to, variation, or agreed cancellation of this Agreement shall be in any force or effect unless in writing and signed by on or behalf of the Parties.

20.4 No indulgence, which any part may grant to any other, shall constitute a waiver of any right or obligation under this Agreement.

20.5 This Agreement supersedes all prior agreements, understandings and arrangements existing between the Parties relating to the subject matter hereof.

21. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall together constitute one and the same instrument.

SIGNED at Mthatha on this 01st day of July / 2017

AS WITNESSES:

For : **ORTDM**

1. Mawethu Rasi

2. _____



Municipal Manager, who warrants that he is duly authorised hereto

SIGNED at Mthatha on this 01st day of July / 2017

AS WITNESSES:

For : **NTINGA**

1. Kholeka Skolo

2. Sizeka Kozani



RE A

in the approved budget and in partnership with the Rural Economic and Development Planning Department, the following service delivery areas to be covered by, but not limited to, Ntinga O.R Tambo Development Agency:

Item Name	Description of Service Delivery Activity	Value Add on Service Delivery	Service Delivery Performance Indicators (by 30 June 2018)
Economic	<ul style="list-style-type: none"> Ntinga shall conduct intensive financial resource mobilization such that for every R1 invested by the parent municipality Ntinga brings forth R0.10c. Ntinga Development Agency shall participate and give technical support in the facilitation and implementation of Special Economic Zones. 	<ul style="list-style-type: none"> This is necessary to ensure improvement on the going concern of the Entity as it has been reflective in the previous audits that this aspect is at risk. Enhanced job creation. Increase Growth Domestic Product for the O.R Tambo Region. Increased contribution to the major Economic Drivers of the O.R Tambo Region. 	<ul style="list-style-type: none"> 10% Return on investment Support the SEZ Project Management Office to ensure that it has reasonable access to stakeholders and required land. Participate and influence decisions of the SEZ meetings for the benefit of ORTDM and development of its communities.
Projects.	<ul style="list-style-type: none"> Ntinga Development Agency shall participate and give technical support in the facilitation and implementation of Agri-parks programme. 	<ul style="list-style-type: none"> Enhanced job creation. Increase Growth Domestic Product for the O.R Tambo Region. 	<ul style="list-style-type: none"> Support the Agri-parks Project Management Office to ensure that it has reasonable access to stakeholders and

Item Name	Description of Service Delivery Activity	Value Add on Service Delivery	Service Delivery Performance Indicators (by 30 June 2018)
		<ul style="list-style-type: none"> Increased contribution to the major Economic Drivers of the O.R Tambo Region. 	<ul style="list-style-type: none"> required land. Participate and influence decisions of the Agri-parks meetings for the benefit of ORTDM and development of its communities.
Water Billing	<ul style="list-style-type: none"> Revenue enhancement through identification (demarcated area) and billing of peri-urban (rural) villages that are supplied with potable water by ORTDM. 	<ul style="list-style-type: none"> Enhancement of access to potable water by rural communities. Increased own revenue of ORTDM and Ntinga. Instil a culture of paying for services rendered to communities. Fair distribution of resources and cross subsidisation. 	<ul style="list-style-type: none"> Conduct an assessment of peri-urban water schemes.
Management of Water Schemes	<ul style="list-style-type: none"> Manage personnel that is operating 79 ORTDM water schemes, 	<ul style="list-style-type: none"> Enhancement of Operation, Maintenance and Monitoring (OM&M) of ORTDM Water schemes. Enhancement of access to potable water by communities. 	<ul style="list-style-type: none"> Manage and remunerate stipend to operators of 79 Water Schemes of ORTDM at an agreed fee (SLA to be signed).
Trade and Investment	<ul style="list-style-type: none"> Facilitate development and implementation of Trade and Investment Strategy and Plan for 	<ul style="list-style-type: none"> Promotion of conducive environment for trade and 	<ul style="list-style-type: none"> Ensure that R10 million investment is attracted into O.R. Tambo region.

Item Name	Description of Service Delivery Activity	Value Add on Service Delivery	Service Delivery Performance Indicators (by 30 June 2018)
n	O.R. Tambo region.	<p>investment to thrive in the O.R. Tambo region.</p> <ul style="list-style-type: none"> Attraction of rand value investment rand value of trade and investment in the O.R, Tambo region. 	
Red abattoir	<ul style="list-style-type: none"> Ensure that local communities have access to the abattoir so that they do not have to slaughter from their backyards thereby dealing with health and hygiene. Revenue enhancement to ensure sustainability of the abattoir. Facilitate an anchor client to ensure that the abattoir is operating at almost maximum capacity. 	<ul style="list-style-type: none"> The O.R. Tambo District Municipality, as guided by the its powers and functions assigned to District municipalities, has a responsibility to ensure coordination and support to Fresh Produce Markets and Municipal abattoirs. Sustainability of abattoir operations. 	<ul style="list-style-type: none"> 600 units of livestock slaughtered for communities, butcheries and other entities at the abattoir. R3 million revenue generated from slaughter fee and meat sales at the abattoir. Partnership concluded and signed with one (1) anchor client.
Fresh Produce (KFPM)	<ul style="list-style-type: none"> Establishment, conduct and control of Fresh Produce Markets serving the area of a major proportion of the municipalities in the O.R. Tambo District. 	<ul style="list-style-type: none"> Enhancement of full value chain of local agricultural produce. Implementation of powers and functions of ORTDM as reflected in Part B, Schedule 5 of the Constitution of Republic of South 	<ul style="list-style-type: none"> 19 742 tons of agricultural produce marketed through KFPM. R3.3 Million revenue generated from 5% commission on sales of agricultural produce and rental of floor and office space at KFPM.

Project Name	Description of Service Delivery Activity	Value Add on Service Delivery	Service Delivery Performance Indicators (by 30 June 2018)
		<p>Africa (Act 108 of 1996) and section 84(1)(k) of Municipal Structures Act No. 117 of 1998.</p> <ul style="list-style-type: none"> • Make markets accessible to poor communities. • Enhancement of primary agricultural produce and full value. • Enhancement of food security and nutrition in the O.R. Tambo region. • Value add will be derived from involvement of public and private partners with enhanced technical capacity. 	<ul style="list-style-type: none"> • Facilitate and sign one (1) off-take agreement with local farmers to market their agricultural produce through KFPM.
K Farms.	<ul style="list-style-type: none"> • Run and manage orchard, beef production and grain production. 	<ul style="list-style-type: none"> • Since ORTDM consolidates its financial statements with that of Ntinga, this will ensure that it does not negatively affect the ORTDM audit outcome. • This will attract investment in the O.R. Tambo district. 	<ul style="list-style-type: none"> • R3 Million revenue generated from sales of cattle at Adam Kok Farms.
governance Clean Administration.	<ul style="list-style-type: none"> • Ensure that Ntinga implements its service delivery in a manner that portrays good governance and clean administration. 		<ul style="list-style-type: none"> • Unqualified Audit Report. • No unauthorised expenditure.