

# **REVISED PERFORMANCE AGREEMENT**

**IN TERMS OF THE:**

**LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT,  
2000 (32 OF 2000), AS AMENDED**

**AND**

**LOCAL GOVERNMENT: MUNICIPAL PERFORMANCE REGULATION FOR  
MUNICIPAL MANAGERS AND MANAGERS DIRECTLY ACCOUNTABLE TO  
MUNICIPAL MANAGERS, 2006**

**AND**

**LOCAL GOVERNMENT: REGULATIONS ON APPOINTMENT AND CONDITIONS  
OF EMPLOYMENT OF SENIOR MANAGERS, 2014**

**Entered into by and between**

The CITY OF MATLOSANA herein represented by

**THEETSI SOLOMON ROGER NKHUMISE**

in his capacity as

**Municipal Manager**

(hereinafter referred to as the Employer)

and

**LESEGO SEAMETSO**

as the

**Director: Corporate Support**

(hereinafter referred to as the Employee)

For the Period

1 July 2020 to 30 June 2021

# PERFORMANCE AGREEMENT

## ENTERED INTO BY AND BETWEEN:

The CITY OF MATLOSANA herein represented by THEETSI SOLOMON ROGER NKHUMISE (ID NR. 7212265390082) in his capacity as the MUNICIPAL MANAGER (hereinafter referred to as the Employer) and LESEGO SEAMETSO (ID NR. 8703010275080) in her capacity as the DIRECTOR: CORPORATE SUPPORT of the Municipality (hereinafter referred to as the Employee).

## WHEREBY IT IS AGREED AS FOLLOWS:

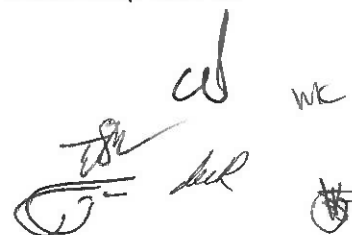
### 1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee in terms of section 57(1)(a) 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 57(1)(b) of the Systems Act, as amended 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 and Section 57(4c) of the Systems Amendment 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, Section 57(4c) of the Systems Amendment Act, as well as the employment contract entered into between the parties;
- 2.2 specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 specify accountabilities as set out in a performance plan, which forms an Annexure to the Performance Agreement;
- 2.4 monitor and measure performance against set targeted outputs and outcomes;
- 2.5 use the Performance Agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; with Section 11 of this agreement and
- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

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### 3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **1 JULY 2020** and will remain in force until **30 June 2021** 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 include a new performance agreement that replaces this agreement at least once a year not later than 31<sup>st</sup> of July of the succeeding financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment.
- 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.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

### 4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
  - 4.1.1 The performance objectives and targets that must be met by the **Employee**; and
  - 4.1.2 The time frames within which those performance objectives and targets must be met.
  - 4.1.3 The Competencies (Annexure B) – definitions in terms of regulation 21 of 17 January 2014 are required, to operate effectively as senior manager in the Local Government environment.
- 4.2 The performance objectives and targets reflected in the Performance Plan (Annexure A) are set by the **Employer** in consultation with the **Employee** and based on the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include:
  - 4.2.1 Key objectives that describe the main tasks that needs to be done.
  - 4.2.2 Key performance indicators that provide the details of the evidence that must be provided to show that a key objective has been achieved.
  - 4.2.3 Target dates that describe the timeframe in which the work must be achieved.
  - 4.2.4 Weightings that show the relative importance of the key objectives to each other.
- 4.3 The Personnel Development Plan (Annexure C) sets out the employee's personnel development requirements in line with the objectives and targets of the employer.
- 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**.

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- 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 and targets that will be included in the performance management system as applicable to the **Employee**.
- 5.4 The **Employee** undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5.5 The criteria upon which the performance of the **Employee** shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 5.5.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Competencies 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 Competencies will account for 20% of the final assessment.
- 5.6 The **Employee's** assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

| Key Performance Areas (KPA's)                          | Weighting   |
|--|-------------|
| Service Delivery & Infrastructure Development          | 0.0%        |
| Municipal Institutional Development and Transformation | 55.0%       |
| Local Economic Development (LED)                       | 0.0%        |
| Municipal Financial Viability and Management           | 10.0%       |
| Good Governance and Public Participation               | 35.0%       |
| <b>Total</b>   | <b>100%</b> |

- 5.7 In the case of Senior Managers directly accountable to the Municipal Manager, key performance areas related to the functional area of the relevant manager must be subject to negotiation between the municipal manager and the relevant manager.
- 5.8 The competencies will make up the other 20% of the **Employee's** assessment score. The competencies are split into two groups, Leading competencies that drive strategic intent and direction and Core competencies which drive the execution of the leading competencies.

| LEADING COMPETENCIES               |   | WEIGHTING |
|------------------------------------|---|-----------|
| Strategic Direction and Leadership | <ul style="list-style-type: none"> <li>• Impact and Influence</li> <li>• Institutional Performance Management</li> <li>• Strategic Planning and Management</li> <li>• Organisational Awareness</li> </ul>         | 8.33%     |
| People Management                  | <ul style="list-style-type: none"> <li>• Human Capital Planning and Development</li> <li>• Diversity Management</li> <li>• Employee Relations Management</li> <li>• Negotiation and Dispute Management</li> </ul> | 8.33%     |

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|                                      |   |                  |
|--------------------------------------|---|------------------|
| Program and Project Management       | <ul style="list-style-type: none"> <li>• Program and Project Planning and Implementation</li> <li>• Service Delivery Management</li> <li>• Program and Project Monitoring and Evaluation</li> </ul> | 8.33%            |
| Financial Management                 | <ul style="list-style-type: none"> <li>• Budget Planning and Execution</li> <li>• Financial Strategy and Delivery</li> <li>• Financial Reporting and Monitoring</li> </ul>                          | 8.33%            |
| Change Leadership                    | <ul style="list-style-type: none"> <li>• Change Vision and Strategy</li> <li>• Process Design and Improvement</li> <li>• Change Impact Monitoring and Evaluation</li> </ul>                         | 8.33%            |
| Governance Leadership                | <ul style="list-style-type: none"> <li>• Policy Formulation</li> <li>• Risk and Compliance Management</li> <li>• Cooperative Governance</li> </ul>  | 8.33%            |
| <b>CORE COMPETENCIES</b>             |   | <b>WEIGHTING</b> |
| Moral Competence                     |   | 8.33%            |
| Planning and Organising              |   | 8.33%            |
| Analysis and Innovation              |   | 8.33%            |
| Knowledge and Information Management |   | 8.33%            |
| Communication                        |   | 8.33%            |
| Results and Quality Focus            |   | 8.33%            |
| <b>TOTAL PERCENTAGE</b>              |   | <b>100%</b>      |

## 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 (Annexure C) 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** SDBIP as described in 6.6 below.

6.5 The **Employee** will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report prior to the performance assessment meetings to the evaluation panel chairperson for distribution to the panel members for preparation purposes.

6.6 The annual performance appraisal will involve:

6.6.1 **Assessment of the achievement of results as outlined in the Performance Plan:**

- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
- (b) A rating on the five-point scale described in 6.7 below shall be provided for each KPI or group of KPI's which will then be multiplied by the weighting to calculate the score.

- (c) The **Employee** will submit his/her self – evaluation to the **Employer** prior to the final assessment.
- (d) In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The **Employee** should provide sufficient evidence in such instances.
- (e) An overall score will be calculated based on the total of the individual scores calculated above.
- (f) The applicable assessment rating calculator must be used to add the scores and calculate a final KPA score.

#### 6.6.2 Assessment of the Competencies

- (a) Each competency will be assessed in terms of the description provided in (Annexure B).
- (b) An indicative rating on the five-point scale should be provided for each competency.
- (c) This rating should be multiplied by the weighting given to each competency during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator must be used to add the scores and calculate a final competency score.




#### 6.6.3 Overall rating

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

- 6.7 The assessment of the performance of the **Employee** will be based on the following rating scale for KPA's and Competencies:

#### Rating scale for KPA's

| Level | Terminology                                  | Description  |
|-------|--|--|
| 5     | Outstanding performance                      | Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance Plan and maintained this in all areas of responsibility throughout the year. |
| 4     | 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.   |
| 3     | Fully effective                              | Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.  |

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| Level | Terminology              | Description   |
|-------|--------------------------|---|
| 2     | Not fully effective      | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.   |
| 1     | Unacceptable performance | Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. |

#### Rating scale for Competencies

| Level | Terminology | Description  |
|-------|-------------|--|
| 1     | Basic       | Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention.                                      |
| 2     | Competent   | Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analysis.                              |
| 3     | Advanced    | Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analysis.  |
| 4     | Superior    | Has a comprehensive understanding of local government operations, critical in strategic shaping direction and change, develops and applies comprehensive concepts and methods. |

6.8 For purposes of evaluating the annual performance of the Municipal Manager, an evaluation panel constituted of the following persons must be established:

- 6.8.1 Executive Mayor;
- 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 Committee;
- 6.8.4 Mayor and/or Municipal Manager from another municipality; and
- 6.8.5 Member of a ward committee as nominated by the Executive Mayor.

6.9 For purposes of evaluating the annual Performance of Senior Managers directly accountable to the Municipal Manager, an evaluation panel constituted of the following persons must be established:

- 6.9.1 Municipal Manager;
- 6.9.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 6.9.3 Municipal Manager from another municipality.

6.10 The Performance Management Unit of the municipality must provide secretariat services to the evaluation panels referred to in paragraphs 6.8 and 6.9.

## 7. SCHEDULE FOR PERFORMANCE REVIEWS

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

|                |   |                         |
|----------------|---|-------------------------|
| First quarter  | : | July – September 2020   |
| Second quarter | : | October – December 2020 |
| Third quarter  | : | January – March 2021    |
| Fourth quarter | : | April – June 2021       |

7.2 The **Employer** shall keep a record of the mid-year review and annual assessment meetings.

7.3 Performance feedback shall be based on the **Employer's** assessment of the **Employee's** performance.

7.4 The **Employer** will be entitled to review and make reasonable changes to the provisions of (Annexure A) from time to time for operational reasons. The **Employee** will be fully consulted before any such change is made.

7.5 The **Employer** may amend the provisions of (Annexure A) whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the **Employee** will be fully consulted before any such change is made.

## 8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as (Annexure C). Such plan may be implemented and/or amended as the case may be after each assessment.

## 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

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10.1.3 A substantial financial effect on the **Employer**.

- 10.2 The **Employer** agrees to inform the **Employee** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the **Employee** to take any necessary action without delay.

## 11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the **Employee's** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:

| Performance Score |      | Performance Bonus Percentage |
|-------------------|------|------------------------------|
| From              | To   |                              |
| 130%              | 133% | 5%                           |
| 134%              | 137% | 6%                           |
| 138%              | 141% | 7%                           |
| 142%              | 145% | 8%                           |
| 146%              | 149% | 9%                           |
| 150%              | 153% | 10%                          |
| 154%              | 157% | 11%                          |
| 158%              | 161% | 12%                          |
| 162%              | 165% | 13%                          |
| 166%              | 169% | 14%                          |

- 11.3 In the case of unacceptable performance, the **Employer** shall –

- 11.3.1 Provide systematic remedial or developmental support to assist the **Employee** to improve his or her performance; and
- 11.3.2 After appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the **Employer** may consider steps to terminate the contract of employment of the **Employee** on grounds of unfitness or incapacity to carry out his or her duties.

## 12. DISPUTE RESOLUTION

- 12.1 Any disputes about the nature of the **Employee's** performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –

- 12.1.1 The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the **Employee**; or

- 12.1.2 Any other person appointed by the MEC.

- 12.1.3 In the case of Senior Managers directly accountable to the Municipal Manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee;

whose decision shall be final and binding on both parties.

- 12.2 In the event that the mediation process contemplated above fails, clause relevant of the Contract of Employment shall apply.

### 13. GENERAL

- 13.1 The contents of this agreement and the outcome of any review conducted in terms of (Annexure A) may be made available to the public by the **Employer**.
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 13.3 The performance assessment results of the **Employee** must be submitted to the municipal council by the **Employer** within fourteen (14) days after the conclusion of the assessment for information purposes.

### 14. PERFORMANCE APPRAISALS

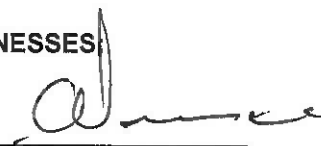
- 14.1 The **Employee** will be responsible for developing annual performance work plans and conducting performance appraisals with all staff in the Directorate as stipulated in Section 27 of the 2017 Performance Management System Framework document.

### 15. MINIMUM COMPETENCY LEVELS


- 15.1 The **Employee** shall ensure to attain the minimum competency levels required for the position within 18 months after the date of appointment, published in the Local Government Finance Management Act, 2003 Amendments to Municipal Regulations on Minimum Competency levels 2007, Government Notice 41996 of 26 October 2018.

Thus done and signed at KLERKSDORP on this the 30 day of June 2021

AS WITNESSES:

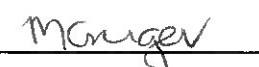
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2. 

  
EMPLOYEE

Thus done and signed at KLERKSDORP on this the 30 day of June 2021

AS WITNESSES:

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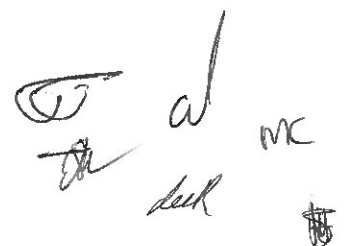
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EMPLOYER

# Revised Performance Plan

**DIRECTOR:  
CORPORATE SUPPORT  
L SEAMETSO**

**CITY OF MATLOSANA**  
Period 1 July 2020 to 30 June 2021

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# **DIRECTORATE CORPORATE SUPPORT**

TOTAL WEIGHTING PER KEY PERFORMANCE AREA (KPA) = 100%

Service Delivery & Infrastructure Development (8)

Municipal Institutional Development and Transformation (11)

Local Economic Development (5)

Municipal Financial Viability & Management (2)

Good Governance and Public Participation (7)

0.0%






55.0%

0.0%

10.0%

35.0%

100%

| OPERATIONAL              |                                    |                |          |   |   |   |   |   |                         |   |   |   |  |                      |                         |  |   |  |
|--------------------------|------------------------------------|----------------|----------|---|---|---|---|---|-------------------------|---|---|---|--|----------------------|-------------------------|--|---|--|
| Top Layer / Bottom Layer | IDP Linkage / Project ID           | Budget Linkage | Item No. | Responsible Person  | Key Performance Indicators (KPI) and Type   | Annual Performance Target   | Budget  | Revised Target / Adjustment Budget  | Base line               | Quarterly Projected Target  | Rating Key  | Quarterly Actual Achievement  | Actual Expenditure / Revenue                         | Reason for Deviation | Planned Remedial Action | Comments   | Portfolio of Evidence   |  |
| TL                       | Operational - Outcome 9 - Output 6 | N/A            | DCS1     | L Seemiso   | Percentage of external audit queries answered within required time frame<br>(Exception report / communications) | Answering 100% of all the office's audit queries (exception report) received from the Auditor-General within the required time frame by 30-November-2020/21 February 2021 | R 0   | GG 43582 dated 5 August 2020. Amendments due to COVID-19 - CC56/2020 dated 18/10/2020 | No AG queries received  | 1   | 100%<br>Nr received / Nr answered   |  | No exception queries received from AG                |                      |                         |  | PMS: This indicator is referring to exceptions and not RFI's. No exception report on the RFI was forwarded to your office by our offices) | Tracking document. Execution letters / notes |
|                          |                                    |                | 2        | 100%<br>Queries received / Nr answered  |   |   |   |   |                         |   |   |   |  |                      |                         |  |   |  |
|                          |                                    |                | 3        | 100%<br>Nr of AG exception queries received / Nr answered   |   |   |   |   |                         |   |   |   | 100%<br>3 AG exception queries received / 3 answered |                      |                         |  |   |  |
|                          |                                    |                | 4        |   |   |   |   |   |                         |   |   |   |  |                      |                         |  |   |  |
| BL                       | Operational                        | N/A            | DCS2     | L Seemiso   | To ensure that the all the directorate's KPI's are outlined for   | Providing the directorate's SDBIP inputs before the 2021/22 SDBIP is submitted by 25 May 2021   | R 0   | Credible 2021/22 SDBIP inputs provided  | 7 LIF meetings attended | 1   | 3 LIF meetings attended   |  |  |                      |                         |  | Sign-off SDBIP planning template. Attendance Register   |  |
|                          |                                    |                | 2        | 2 LIF meetings attended   |   |   |   |   |                         |   |   |   |  |                      |                         |  |   |  |
|                          |                                    |                | 3        | 2 LIF meetings attended   |   |   |   |   |                         |   |   |   |  |                      |                         |  |   |  |
|                          |                                    |                | 4        | 2 LIF meetings attended   |   |   |   |   |                         |   |   |   |  |                      |                         |  |   |  |
| TL                       | Operational                        | N/A            | DCS3     | Number of LIF meetings attended   | Attending 44/12 LIF meetings by 30 June 2021  | R 0   | Mid-Year Assessment CC59/2021 dated 09/02/2021  | 7 LIF meetings attended   | 1                       | 3 LIF meetings attended   |  | 3 LIF meetings attended   |  |                      |                         |  | Notice. Agenda. Attendance register. Minutes  |  |
|                          |                                    |                | 2        | 2 LIF meetings attended (6)   |   |   |   |   |                         | 1 Extra meeting was conducted during the second quarter due to labour unrest. |   | Annual target to be amended during Mid-Year Performance Assessment                |  |                      |                         |  |   |  |
|                          |                                    |                | 3        | 3 LIF meetings attended   |   |   |   |   |                         |   |   |   |  |                      |                         |  |   |  |
|                          |                                    |                | 4        | 3 LIF meetings attended   |   |   |   |   |                         |   |   |   |  |                      |                         |  |   |  |
| BL                       | Operational                        | N/A            | DCS4     | To ensure that the set goals of council are achieved  | Conducting 12 SDBIP meetings with senior personnel in own directorate by 30 June 2021                           | R 0   |   | 9 SDBIP meetings conducted  | 1                       | 3 SDBIP meetings conducted  |  | 3 SDBIP meetings conducted  |  |                      |                         |  | Notice. Agenda. Attendance Register. Minutes  |  |
|                          |                                    |                | 2        | 3 SDBIP meetings conducted  |   |   |   |   |                         |   |   |   |  |                      |                         |  |   |  |
|                          |                                    |                | 3        | 3 SDBIP meetings conducted  |   |   |   |   |                         |   |   |   |  |                      |                         |  |   |  |
|                          |                                    |                | 4        | 3 SDBIP meetings conducted  |   |   |   |   |                         |   |   |   |  |                      |                         |  |   |  |
| BL                       | Operational                        | N/A            | ADM1     | Number of sec 80 committees meetings to ensure comply with legislation to take informed decisions | Conducting 60/60/22/22 (sec 80 ) committees meetings (Portfolio Meetings) by 30 June 2021                       | R 0   | Amendments due to COVID-19 - CC56/2020 dated 18/10/2020. Mid-Year Assessment CC59/2021 dated 09/02/2021 | 45 (sec 80) committee meetings conducted  | 1                       | 40 (sec 80 ) committee meetings conducted (1)                                 |  | 1 Special FDN meeting conducted   |  |                      |                         | The number of meetings will be adjusted during the adjustment. | Attendance register, notices, agendas   |  |
|                          |                                    |                | 2        | 20 (sec 80 ) committee meetings conducted (14)  |   |   |   |   |                         | 10 (sec 80 ) committees meetings conducted                                    |   | KPI to be amended during the Mid-Year Assessment                                  |  |                      |                         |  |   |  |
|                          |                                    |                | 3        | 25/40 (sec 80 ) committee meetings conducted  |   |   |   |   |                         | 0 (sec 80 ) committees meetings conducted                                     |   | Portfolio meetings scheduled for May 2021.  |  |                      |                         |  |   |  |
|                          |                                    |                | 4        | 40/11 (sec 80 ) committee meetings conducted  |   |   |   |   |                         |   |   |   |  |                      |                         |  |   |  |

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| Top Layer / Bottom Layer | IDP Linkage / Project ID | Budget Linkage | Item No. | Responsible Person | Key Performance Indicators (KPI) and Type  | Annual Performance Target   | Budget | Revised Target / Adjustment Budget            | Base line  | Quarter | Quarterly Projected Target   | Rating Key | Quarterly Actual Achievement  | Actual Expenditure / Revenue | Reason for Deviation | Planned Remedial Action | Comments   | Portfolio of Evidence  |
|--------------------------|--------------------------|----------------|----------|--------------------|--|---|--------|---|--|---------|--|------------|---|------------------------------|----------------------|-------------------------|--|--|
| TL                       | Compliance               | N/A            | ADM2     | JF van Rensburg    | To conduct Mayoral Committee meetings to align with political mandates   | Conducting 14 15 Mayoral Committee meetings (special meetings included) by 30 June 2021   | R 0    | Mid-Year Assessment CCS/2021 dated 09/02/2021 | 17 Mayoral Committee meetings  | 1       | 3 MayCo meetings conducted   | ✓          | 4 Special MayCo meetings conducted  |                              |                      |                         | Special meetings held as per the need to deal with urgent compliance matters   | Notices & Attendance Register                                  |
|                          |                          |                |          |                    |  |   |        |   |  | 2       | 5 MayCo meetings conducted   |            | 4 Special MayCo meetings conducted  |                              |                      |                         |  |  |
|                          |                          |                |          |                    |  |   |        |   |  | 3       | 3 MayCo meetings conducted   |            | 3 Special MayCo meetings conducted  |                              |                      |                         |  |  |
|                          |                          |                |          |                    |  |   |        |   |  | 4       | 3 MayCo meetings conducted   |            | 3 MayCo meetings conducted  |                              |                      |                         |  |  |
| TL                       | Compliance               | N/A            | ADM3     | JF van Rensburg    | To ensure effective Council administration and compliance with legislation in order to convey feedback after considering political and community mandate | Conducting 48 18 Council meetings (special meetings included) by 30 June 2021   | R 0    | Mid-Year Assessment CCS/2021 dated 09/02/2021 | 13 Council meetings conducted  | 1       | 3 Council meetings conducted (5)                                     | ✗          | 5 Special Council meetings conducted  |                              |                      |                         | 1 Civic Funeral held for Cllr Mkh. Addlani Special Council meeting to deal with urgent compliance matters  | Notices & Attendance Register                                  |
|                          |                          |                |          |                    |  |   |        |   |  | 2       | 4 Council meetings conducted   |            | 4 Special Council meetings conducted  |                              |                      |                         |  |  |
|                          |                          |                |          |                    |  |   |        |   |  | 3       | 4 Council meetings conducted   |            | 3 Special Council meetings conducted  |                              |                      |                         | Council meetings to be conducted to comply legislatively. To advise Speaker.   |  |
|                          |                          |                |          |                    |  |   |        |   |  | 4       | 4-5 Council meetings conducted                                       |            | 5 Notices issued 2 months before expiry dates of contracts. Contract Register Updated |                              |                      |                         | Request Speaker to conduct Council meetings according to meetings schedule   | Contract Register  |
| BL                       | Operational              | N/A            | LEG1     | M Mkhamsi          | To comply with legal requirements (see 116 of MSA)   | Managing the Contract Register of Council and informing relevant departments and service providers of expiry dates of contracts within 3 months of expiry of the contract by 30 June 2021 | R 0    |   | 106 Notices issued and contract register updated. 4th Quarter report not approved by Council | 1       | Notices issued. Updated Register. Progress report to MayCo / Council | ✗          | Contract register updated. No notices issued.   |                              |                      |                         | Notices will be issued on time in future, as the country is in Alert level 1 and all employees are back at work. Will serve when Council sit again | Contract Register Follow-up letter Updated Register Resolution |
|                          |                          |                |          |                    |  |   |        |   |  | 2       | Notices issued. Updated Register. Progress report to MayCo / Council |            | Contract register updated. No notices issued.   |                              |                      |                         | Contract register will be presented in the next council meeting in quarter 3.  |  |
|                          |                          |                |          |                    |  |   |        |   |  | 3       | Notices issued. Updated Register. Progress report to MayCo / Council |            | 29 notices issued, updated contract register. No Council resolution.                  |                              |                      |                         | Contract register will be presented in Portfolio committee meetings scheduled for May 2021 and Q3 which deal with previous MayCo matters.          |  |
|                          |                          |                |          |                    |  |   |        |   |  | 4       | Notices issued. Updated Register. Progress report to MayCo / Council |            | 29 notices issued, updated contract register. No Council resolution.                  |                              |                      |                         |  |  |
| BL                       | Operational              | N/A            | LEG2     | M Mkhamsi          | To comply with legal requirements (see 116 of MFMA)  | Ensuring 100% SLA are drafted to all allocated tenders / projects as received from Office of the Municipal Manager by 30 June 2021  | R 0    |   | 69 SLAs received / 68 SLAs drafted   | 1       | 100% N/A received / N/A drafted                                      | ✓          | 100% 7 received / 7 drafted   |                              |                      |                         |  | SLA register   |
|                          |                          |                |          |                    |  |   |        |   |  | 2       | 100% N/A received / N/A drafted                                      |            | 100% 28 Documents received / 28 SLA drafted   |                              |                      |                         |  |  |
|                          |                          |                |          |                    |  |   |        |   |  | 3       | 100% N/A received / N/A drafted                                      |            | 100% 34 Documents received / 34 SLA drafted   |                              |                      |                         |  |  |
|                          |                          |                |          |                    |  |   |        |   |  | 4       | 100% N/A received / N/A drafted                                      |            | 100% N/A received / N/A drafted   |                              |                      |                         |  |  |

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| OPERATIONAL              |                 |   |          |                              |   |   |                               |  |   |                              |                                       |            |   |                              |                      |   |   |   |  |  |
|--------------------------|-----------------|---|----------|------------------------------|---|---|-------------------------------|--|---|------------------------------|---------------------------------------|------------|---|------------------------------|----------------------|---|---|---|--|--|
| Top Layer / Bottom Layer | Project ID      | Budget Linkage                              | Item No. | Responsible Person           | Key Performance Indicators (KPI) and Type   | Annual Performance Target   | Budget                        | Revised Target / Adjustment Budget   | Base line   | Quarter                      | Quarterly Projected Target            | Rating Key | Quarterly Actual Achievement                          | Actual Expenditure / Revenue | Reason for Deviation | Planned Remedial Action   | Comments  | Portfolio of Evidence                       |  |  |
| TL                       | Compliance      | N/A   | OHS1     | E Maunye                     | Number of OHS inspections in Council departments conducted  | Conducting 120 OHS inspections in Council departments by 30 June 2021   | R0                            |  | 90 OHS inspections conducted                          | 1                            | 30 OHS inspections conducted          |            | 30 OHS inspections conducted                          |                              |                      |   | Due to COVID-19 a special template was used during July and August 2020 | Inspection reports, Resolution              |  |  |
|                          |                 |   | 2        | 30 OHS inspections conducted |   |   |                               |  |   | 30 OHS inspections conducted |                                       |            |   |                              |                      |   |   |   |  |  |
|                          |                 |   | 3        | 30 OHS inspections conducted |   |   |                               |  |   | 30 OHS inspections conducted |                                       |            |   |                              |                      |   |   |   |  |  |
|                          |                 |   | 4        | 30 OHS inspections conducted |   |   |                               |  |   | 30 OHS inspections conducted |                                       |            |   |                              |                      |   |   |   |  |  |
| BL                       | Operational     | N/A   | OHS2     | E Maunye                     | To conduct OHS audits to ensure that all divisions are corrected according to the Act   | Conducting 2 OHS Audits by 30 June 2021   | R0                            |  | 2 OHS audits conducted                                | 1                            | 1 OHS audit conducted                 |            | 1 OHS audit conducted                                 |                              |                      |   |   | Audit report, Resolution                    |  |  |
| TL                       | NKP - Indicator | 60152930410PRMRCZZHO, 350529303900PRMRCZZHO | SK11     | N Lezage                     | To spend a percentage of municipality's budget on implementing its workplace skill plan (National Indicator)                        | Spending on Skills Development (Training) for 2020/21 by 30 June 2021   | R546 000 (R46 000 + R500 000) | Mid-Year Assessment C55/2021 dated 09/02/2021  | R509 112 spent  | 1                            | 5% — R27 300<br>0% — R0               |            | 0%  | R0                           |                      | The matter was elevated to the Director as it is not a new thing, who in turn requested Municipality has not appointed a panel of Skills Development Providers to conduct identified training needs for employees | Appointment letter GO40, Attendance registers, S.A. Names of attendees  |   |  |  |
|                          |                 |   | 2        |                              |   |   |                               |  |   | 14%                          | R77 400                               |            |   |                              |                      |   |   |   |  |  |
|                          |                 |   | 3        |                              |   |   |                               |  |   |                              | 20%                                   |            | R109 484  |                              |                      |   |   |   |  |  |
|                          |                 |   | 4        |                              |   |   |                               |  |   |                              | 100%                                  |            | R 109 484   |                              |                      |   |   |   |  |  |
| TL                       | NKP - Indicator | 601513853300RZZZZZHO                        | SK12     | N Lezage                     | To obtain a percentage of municipality's budget on implementing its workplace skill plan (National Indicator)                       | Receiving a mandatory grant from SETA Training Income for 2020/20 by 30 June 2021                             | R554 000 R1 000 000           | Amendments due to COVID-19 - C55/2020 dated 18/10/2020. Adjustment Budget CC17/2021 dated 31/03/2021 | R701 631 received                                     | 1                            | 5% — R32 700<br>0% — R0               |            | 0%  | R0                           |                      |   | LGSETA determines payments of mandatory grants. The R124                | Vote Number, Reimbursement letter from SETA |  |  |
|                          |                 |   | 2        |                              |   |   |                               |  |   | 22%                          | R 124 200                             |            |   |                              |                      |   |   |   |  |  |
|                          |                 |   | 3        |                              |   |   |                               |  |   |                              | 50%                                   |            | R 124 200   |                              |                      |   |   |   |  |  |
|                          |                 |   | 4        |                              |   |   |                               |  |   |                              | 100%                                  |            | R554 000 R1 000 000                                   |                              |                      |   |   |   |  |  |
| TL                       | Compliance      | N/A   | SK13     | N Lezage                     | To comply with WSP legislation  | Submitting the 2021/22 WSP and 2020/21 ATR to LGSETA by 30 April 2021   | R0                            |  | 2020/21 WSP / 2020/21 ATR submitted in May 2020       | 1                            |                                       |            |   |                              |                      |   |   | WSP Plan, ATR                               |  |  |
|                          |                 |   |          |                              |   |   |                               |  |   | 2                            | 2021/22 WSP and 2020/21 ATR submitted |            |   |                              |                      |   |   |   |  |  |
| TL                       | Compliance      | N/A   | SK14     | N Lezage                     | Number of Employment Equity Reports submitted to the Department of Labour   | Electronically submitting the 2020/21 Employment Equity Report to the Department of Labour by 15 January 2021 | R0                            |  | 2020/21 EE Report submitted to DoL on 15 January 2020 | 1                            |                                       |            |   |                              |                      |   |   | Proof of submitting EEP Report              |  |  |
|                          |                 |   |          |                              |   |   |                               |  |   | 2                            | 2020/21 EE report submitted to DoL    |            |   |                              |                      |   |   |   |  |  |
|                          |                 |   |          |                              |   |   |                               |  |   | 3                            | 2020/21 EE report submitted to DoL    |            | 2020/21 EE report submitted to DoL on 15 January 2020 |                              |                      |   |   |   |  |  |
| BL                       | Operational     | N/A   | SK15     | N Lezage                     | To conduct Employment Equity Consultative Forum meetings to comply with legislation and monitoring of the implementation of EE plan | Conducting 4 EECF consultative meetings by 30 June 2021   | R0                            |  | 3 EECF consultative meetings conducted                | 1                            | 1 EECF consultative meeting conducted |            | 1 EECF consultative meeting conducted                 |                              |                      |   | Noises, Attendance Register, Minutes, EEP Plan                          |   |  |  |
|                          |                 |   |          |                              |   |   |                               |  |   | 2                            | 1 EECF consultative meeting conducted |            | 1 EECF consultative meeting conducted                 |                              |                      |   | A meeting was scheduled but could not form a quorum. An                 |   |  |  |
|                          |                 |   |          |                              |   |   |                               |  |   | 3                            | 1 EECF consultative meeting conducted |            | 1 EECF consultative meeting conducted                 |                              |                      |   |   |   |  |  |
|                          |                 |   |          |                              |   |   |                               |  |   | 4                            | 1 EECF consultative meeting conducted |            | 1 EECF consultative meeting conducted                 |                              |                      |   |   |   |  |  |

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| Top Layer / Bottom Layer | IDP Linkage / Project ID | Budget Linkage | Item No. | Responsible Person | Key Performance Area (KPA)                             | Back to Basics         | Weighting | Objectives   | Key Performance Indicators (KPI) and Type  | Annual Performance Target   | Budget   | Revised Target / Adjustment Budget  | Base line   | Quarter  | Quarterly Projected Target   | Rating Key  | Quarterly Actual Achievement  | Actual Expenditure / Revenue | Reason for Deviation | Planned Remedial Action   | Comments  | Portfolio of Evidence  |
|--------------------------|--------------------------|----------------|----------|--------------------|--|------------------------|-----------|--|--|---|--|---|---|--|--|---|---|------------------------------|----------------------|---|---|--|
| B1                       | Operational              | N/A            | 97MS     | N Leasing          | Municipal Institutional Development and Transformation | Institutional Capacity | 4.76%     | To ensure effective human resource management  | Number of skills gaps of all new appointees on level 1 - 6 personnel identified  | Identifying the skills gaps for all new appointees on level 1 - 6 in 4 quadrants by 30 June 2021  | R 0  | Mid-Year Assessment CC5/2021 dated 09/02/2021   | Skills gap audit of all level 1 - 6 council employees in 4 quadrants conducted (IFD, Public Safety, Office of the | 1 Financial Services gaps identified<br>2 Planning and Human Settlements gaps identified<br>3 Technical and Infrastructure skills gaps identified<br>4 Corporate Support | 3 LIF meetings convened<br>2 LIF meetings convened (3)<br>3 LIF meetings convened<br>3 LIF meetings convened | ✓   | Financial Services skills gaps identified<br>Planning and Human Settlements skills gaps identified<br>Technical and Infrastructure skills gaps identified |                              |                      |   |   | Notices<br>Attendance register, Minutes  |
| B1                       | Compliance               | N/A            | LRI      | A Sobelole         | Municipal Institutional Development and Transformation | Institutional Capacity | 4.76%     | To convene LIF meetings to ensure industrial harmony   | Number of LIF meetings convened  | Convening 44 LIF meetings by 30 June 2021   | R 0  | Mid-Year Assessment CC5/2021 dated 09/02/2021   | Skills gap audit of all level 1 - 6 council employees in 4 quadrants conducted                                    | 1 3 LIF meetings convened<br>2 2 LIF meetings convened (3)<br>3 3 LIF meetings convened<br>4 3 LIF meetings convened   | ✓  | 3 LIF meetings convened<br>2 LIF meetings convened<br>3 LIF meetings convened |   |                              |                      |   | 3 Meetings were convened but 2 meetings were postponed<br>An additional meeting was scheduled to deal with the outstanding agenda items | Notices<br>Attendance register, Minutes  |
| B1                       | Operational              | N/A            | LP2      | A Sobelole         | Municipal Institutional Development and Transformation | Institutional Capacity | 4.76%     | To conduct workshops on employment-related issues and the Collective Agreement to ensure effective condition of labour relations matters | Number of workshops on employment-related issues and the Collective Agreement conducted  | Conducting and/or co-ordinating 2 workshops on employment-related issues and the Collective Agreement by 30 June 2021                                     | R 0  | Amendments due to COVID-19 - CC5/2020 dated 18/02/2020<br>Mid-Year Assessment CC5/2021 dated 09/02/2021 | 2 Workshops on employment related issues and the Collective Agreement conducted                                   | 1 4.0 Workshop conducted<br>2 1 Workshop conducted   | ✗  | 1 Workshop conducted  |   |                              |                      | The targeted group of employees were mostly on leave at the time when we were preparing for workshop and could not take off<br>COVID-19 also played a big role<br>Due to Covid 19 measures on arrivals, causing delays and impeding. On the availability of officials to be trained as they are a large number at depots numerous disruptions that befell the municipality in the month of March disabled us from implementing accordingly<br>That is why we were able to conduct only 1 training workshop for quarter (3) being level 1-5 officials. | The workshops will be conducted in the 4th quarter.<br>The workshops will be conducted in the 4th quarter.                              | Notices<br>Attendance register, Course material                                    |
| B1                       | Operational              | N/A            | EM1      | SM-Mshumbe         | Good Governance and Public Participation               | Public Participation   | 4.76%     | To host a Youth Day event to enhance youth public participation  | Number of Youth Day events hosted  | Hosting 1 Youth day event by 30 June 2021   | R80-400<br>(R50-000<br>Catering +<br>R30-000<br>Event) | Amendments due to COVID-19 - CC5/2020 dated 18/02/2020  | N/A   | 1 -<br>2 -<br>3 Youth day event hosted -<br>4 R80-000  | !  |   |   |                              |                      |   |   | Advertisements<br>Attendance register, Report to Council, Vote Number, GGD, Photos |
| B1                       | Operational              | N/A            | SPC1     | TE Mokohele        | Municipal Institutional Development and Transformation | Good Governance        | 4.76%     | To comply with MSA Act 32 (2)(3) Chapter 4 to identify and evaluate the service delivery/burning issues within the CoM municipal area    | Number of Ward Committee reports submitted to council to identify and evaluate the service delivery/burning issues within the CoM municipal area | Submitting 4 Ward Committee reports to council to identify and evaluate the service delivery/burning issues within the CoM municipal area by 30 June 2021 | R 0  | Amendments due to COVID-19 - CC5/2020 dated 18/02/2020  | N/A   | 1 4 Ward Committee report submitted<br>2 4 2 Ward Committee report submitted   | ✗  | Reports compiled, but not submitted to Council                                |   |                              |                      | Three (3) reports to be submitted at next scheduled ordinary Council Meeting<br>Four (4) reports to be submitted at next Portfolio Committee Meeting and next scheduled ordinary Council Meeting  | Report will be submitted in Q2 after the easing of the  | Reports to Council, Council resolution   |

100% KPI 21

**SECRET**

**DIRECTOR CORPORATE SUPPORT**

**TSR NIKHUMISE  
MUNICIPAL MANAGER**

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