

**COLLINS CHABANE
LOCAL MUNICIPALITY**

Since 2016



PERFORMANCE AGREEMENT

2023/2024

Collins Chabane Municipality herein represented by

SHILENGE RISENGA RICHARD,

in his capacity as the Municipal Manager (hereinafter referred to as the Employer
or Supervisor)

and

RADALI AZWIHANGWISI COLLEN,

employee of the Municipality (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. Introduction

- 1.1. The Employer has entered into a contract of employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".
- 1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement.
- 1.3 This agreement does not at all replace the Employment Contract signed between the parties.
- 1.4 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.
- 1.5 The Parties wish to ensure that there is compliance with Sections 57 (4A), 57 (4B) and 57 (5) of the Systems Act.

2. Purpose of this Agreement

The purpose of this Agreement is to:

- 2.2 Comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Act as well as the employment contract entered into between the parties
- 2.3 Specify objectives in terms of the key performance indicators and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality
- 2.4 Specify accountabilities as set out in a Performance Plan, which forms an Annexure to the Performance Agreement
- 2.5 Monitor and measure performance against set targeted outputs
- 2.6 Use the Performance Agreement as the basis for assessing whether the employee has met the performance expectations applicable to his job
- 2.7 In the event of outstanding performance, to appropriately reward the employee
- 2.8 Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery

3. Commencement and duration

- 3.1. This Agreement will commence on **1 July 2023** and will remain in force until **30 June 2024 (provided the employment contract signed with the employer is still in force)** thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or **any portion thereof**
- 3.2 The parties will review the provisions of this Agreement during June each year
- 3.3 The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than one month after the beginning of each successive financial year
- 3.4 This Agreement will **automatically terminate** on termination of the Employee's contract of employment for any reason
- 3.5 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon
- 3.6 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. Key Performance Areas that the employee should focus on
- 4.1.2. Core competencies required from employees
- 4.1.3. The performance objectives, key performance indicators, projects and targets that must be met by the Employee
- 4.1.4. The time frames within which those performance objectives and targets must be met
- 4.2. The performance objectives, key performance indicators and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include strategic objectives; key performance indicators, targets, projects and activities that may include dates and weightings. A description of these elements follows:
- 4.2.1. The strategic objectives describe the strategic intent of the organisation that needs to be achieved
- 4.2.2. The performance indicators provide the measurement on how a strategic objective needs to be achieved

- 4.2.3. The target dates describe the timeframe in which the work must be achieved
- 4.2.4. The weightings show the relative importance of the key performance areas, key objectives, key performance indicators to each other
- 4.2.5. The activities are the actions to be achieved within a project

5. Performance Management System

- 5.1. The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer
- 5.2. The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required
- 5.3. The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee
- 5.4. The Employee undertakes to actively focus towards the promotion and implementation of the KPA's (including special projects relevant to the employee's responsibilities) within the local government framework
- 5.5. The criteria upon which the performance of the Employee shall be assessed shall consist of two components, Key Performance Areas and core Competency Requirements, 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 Core Competency Requirements (CCRs) respectively.
 - 5.5.2. KPA's covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
 - 5.5.3. Each area of assessment will be weighted and will contribute a specific part to the total score.
 - 5.5.4. The Employee's assessment will be based on his performance in terms of the key performance indicator outputs / outcomes 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	Weighting
1. Municipal Transformation and Organisational Development	27.7%
2. Spatial Rationale	22.73%
3. Basic Service Delivery and Infrastructure Development	0%
4. Local Economic Development	18.18%
5. Municipal Finance Management and Viability	4.55%
6. Good Governance and Public Participation	27.27%
TOTAL WEIGHTING	100%

5.6. Municipal Manager's responsibilities are directed in terms of the abovementioned key performance areas.

5.7. The CCRs will make up the other 20% of the Employee's assessment score. The following CCRs are deemed to be most critical for the Employee's specific job.

AC
RR

COMPETENCES	
Leading Competencies	Weights
Strategic Capability and Leadership	
Programme and Project Management	
Financial Management(compulsory)	
Change Management	
Knowledge Management	
Service Delivery Innovation	
Problem Solving and Analysis	
People Management and Empowerment(compulsory)	
Client Orientation and Customer Focus(compulsory)	
Core Competencies:	Weights
Interpretation of and implementation within the legislative and national policy frameworks	
Knowledge of developmental local government	
Knowledge of more than one functional municipal field/discipline	
Competence as required by other national line sector Departments	
Exceptional and dynamic creativity to improve the functioning of the municipality	

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
- 6.1.2. The intervals for the evaluation of the Employee's performance

6.2. Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force

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

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

6.5. The Annual performance appraisal will involve:

6.5.1. Assessment of the achievement of results as outlined in the Performance Plan

- (a) Each KPA 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) Values on actual performance are supplied for KPI's and Activities under each KPA as part of the Institutional Assessment. Based on the Target for an activity or KPI, over or under performance are calculated and converted to the 1-5-point scale. These scores are carried over to the applicable employee's performance plan. During assessment, the employee has a chance to motivate for higher scores. The panel members have a chance to ask questions regarding
- (c) The final scores are converted to % Performance by making use of COGTA Performance Assessment Rating Calculator

6.5.2. Assessment of the CCRs

- (a) Each CCR should be assessed according to the extent to which the specified standards have been met
- (b) An indicative rating on the five-point scale should be provided for each CCR
- (c) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score
- (d) The score is translated to a final CCR percentage through COGTA Performance Assessment Rating Calculator (refer to paragraph 6.5.1)

6.5.3. Overall rating

An overall rating is calculated by using the Performance Assessment Rating Calculator whereby a weighting of 80% is applied to KPA performance and a weighting of 20% to CCR's.

6.6. The assessment of the performance of the Employee by panel members will be based on the following rating scale for KPA's and CCRs:

The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CMCs:				
5	4	3	2	1
Outstanding Performance	Performance Significantly Above Expectations	Fully Effective	Not Fully Effective	Unacceptable Performance
Performance far exceeds the standard expected of an employee at this level.	Performance is significantly higher than the standard expected in the job.	Performance fully meets the standards expected in all areas of the job.	Performance is below the standard required for the job in key areas.	Performance does not meet the standard expected for the job.

6.7. For purposes of evaluating the annual performance of the Director, an evaluation panel constituted of the following persons must be established –

- 6.7.1. Municipal Manager
- 6.7.2. Chairperson of the Performance Audit Committee or a member of the Performance Audit Committee in the absence of the Chairperson of the Performance Audit Committee;
- 6.7.3. Member of the Executive Committee
- 6.7.4. Mayor or municipal manager from another municipality; and
- 6.7.5. The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

7. Schedule for Performance Reviews

7.1. The performance of each Employee in relation to his Performance Agreement shall be reviewed within the month following the quarters as indicated with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

- First quarter: July – September 2023
- Second quarter: October – December 2023
- Third quarter: January – March 2024
- Fourth quarter: April – June 2024

- 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 B.

9. Obligations of the Employer

The Employer shall:

- 9.1. Create an enabling environment to facilitate effective performance by the employee
- 9.2. Provide access to skills development and capacity building opportunities
- 9.3. Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee
- 9.4. On the request of the Employee delegate such powers reasonably required by the Employee to enable him to meet the performance objectives and targets established in terms of this Agreement
- 9.5. Make available to the Employee such resources as the Employee may reasonably require from time to time to assist him 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
 - 10.1.3. A substantial financial effect on the Employer

10.1.4. The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 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:

% Rating Over Performance %	% Rating Over Performance % Bonus
130 - 133.8	5%
133.9 - 137.6	6%
137.7 - 141.4	7%
141.5 - 145.2	8%
145.3 - 149	9%
150 - 153.4	10%
153.5 - 156.8	11%
156.9 - 160.2	12%
160.2 - 163.6	13%
163.7 - 167	14%

11.3. In the case of unacceptable performance, the Employer shall:

11.4. Provide systematic remedial or developmental support to assist the Employee to improve his performance

11.5. 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 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 the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee or any other person appointed by the MEC

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 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 Municipal Manager must be submitted to the MEC responsible for local government in the relevant province as well as the National Minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.


Thus, done and signed at Malamulele.....on the 5th day of July... 2023

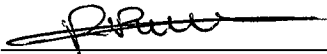
AS WITNESSES:

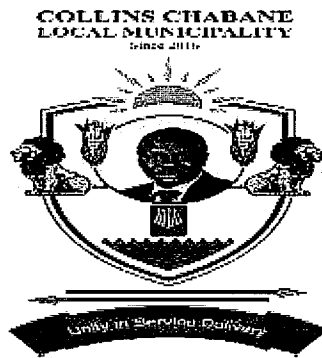
1.  _____


RADALI A.G
SENIOR MANAGER PLANNING AND
DEVELOPMENT

AS WITNESSES:

1.  _____


SHILENGE R.R
MUNICIPAL MANAGER



ANNEXURE A

PERFORMANCE PLAN

**SENIOR MANAGER PLANNING AND DEVELOPMENT: RADALI AC
2023/24**

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1. LEGISLATION

The following legislation governs the development of the SDBIP and Performance management plan and functions within the Budget and Treasury Office.

a. Legislation Governing the Development of the SDBIP and Performance Contracts of Section 57 Managers

- **Municipal Finance Management Act 56 of 2003 (MFMA)**, requires municipalities to develop Service Delivery and Budget Implementation Plan (SDBIP) and must be signed by the Mayor within 28 days after the budget has been approved.
- **Municipal Systems Act 32 of 2000**, requires municipalities to develop Performance Management Plan that must be reviewed quarterly. The performance management plan must be aligned to the IDP and indicate measurable and realistic targets for each Key Performance Indicator.
- **Performance Regulations, 2006, for managers reporting to the municipal manager and the municipal manger**, outlines the process of the development of Performance agreements. The MFMA, 56 of 2003, further requires that Section 56 manager and municipal manager must develop performance agreement that must be signed by the municipal manager and the Mayor respectively. This Performance plans must be linked to the SDBIP, IDP and Budget.

b. Legislation Governing the departmental Functions:

- The Constitution
- The Municipal System Act, 32 of 2000
- The Municipal Structures Act
- Municipal Finance Management Act 56 of 2003
- Performance regulations of 2006

2. STRATEGIC OBJECTIVES

Chapter two of the IDP indicates Municipal Strategic Objectives which further indicates what the municipality needs to achieve. These strategic objectives were developed to ensure that all National Key Performance Areas are addressed.

Table A: Strategic Objectives are as follows:

KPA	STRATEGIC OBJECTIVES
1. Municipal Transformation and Organisational Development	Improved governance and administration
2. Spatial Rationale	Integrated spatial and human settlement
3. Basic Service Delivery and Infrastructure Development	Improved access to sustainable basic services and Promote community well-being and environmental welfare
4. Local Economic Development	Integrated Local economy
5. Municipal Finance Management and Viability	Sound Financial Management and Viability
6. Good Governance and Public Participation	Improved governance and administration and Effective Community Participation

3.KPA 1: INSTITUTIONAL TRANSFORMATION AND DEVELOPMENT

KPA 1: INSTITUTIONAL TRANSFORMATION AND DEVELOPMENT; KPA WEIGHT =27.27%													
OUTCOME NINE: RESPONSIVE, ACCOUNTABLE, EFFECTIVE AND EFFICIENT LOCAL GOVERNMENT SYSTEM													
OUTPUT 6: ADMINISTRATIVE AND FINANCIAL CAPABILITY													
STRATEGIC OBJECTIVE: IMPROVED GOVERNANCE AND ADMINISTRATION													
No.	Key Performance Indicators/Measurable Objective	Baseline	Annual Targets	Project Name	Funding Source	Budget 23/24	Start Date	End Date	1st Q Target	2nd Q Targets	3rd Q Targets	4th Q Targets	Portfolio of Evidence
01	To submit departmental inputs to the annual report by 30 June 2024	New indicator	departmental inputs to the annual report submitted by 30 June 2024	Annual Report	Own funding	Opex	01/07/2023	30/06/2024	N/A	N/A	Departmental inputs to the annual report submitted	N/A	Submission proof (E-mail correspondence)
02	To submit departmental inputs on quarterly SDBIP report by 30 June 2024	New indicator	Departmental inputs on quarterly SDBIP report submitted by 30 June 2024	SDBIP Quarterly Report	Own funding	Opex	01/07/2023	30/06/2024	Departmental inputs on the quarterly SDBIP submitted	Departmental inputs on the quarterly SDBIP submitted	Departmental inputs on the quarterly SDBIP submitted	Departmental inputs on the quarterly SDBIP submitted	Submission proof (E-mail correspondence)
03	% of departmental managers performance agreements signed by 30 June 2024	New indicator	100% of departmental managers performance agreements signed by 30 June 2024	departmental managers performance agreements	Own funding	Opex	01/07/2023	30/06/2024	100% of departmental managers performance agreements signed	N/A	N/A	N/A	Signed performance agreements
04	Number of performance assessment conducted by 30 June 2024 (middle managers)	New indicator	1 performance assessment conducted by 30 June 2024 (middle managers)	performance assessment	Own funding	Opex	01/07/2023	30/06/2024	N/A	N/A	Conduct formal mid-year performance assessment	N/A	Performance assessment report

05	To sign performance agreement within one month after the start of the new financial year by 31 July 2023	New indicator	performance agreement signed within one month after the start of the new financial year by 31 July 2023	performance agreement	Own funding	Opex	01/07/2023	30/06/2024	signed performance agreement within one month after the start of the new financial year	N/A	N/A	N/A	signed performance agreement
06	To provide inputs on back to basic quarterly report prepared by 30 June 2024	New indicator	Inputs provided on back to basic quarterly report prepared by 30 June 2024	back to basic quarterly report	Own funding	Opex	01/07/2023	30/06/2024	Departmental inputs on the quarterly back to basic submitted	Departmental inputs on the quarterly back to basic submitted	Departmental inputs on the quarterly back to basic submitted	Departmental inputs on the quarterly back to basic submitted	Submission proof (E-mail correspondence)

4. KPA 2: SPATIAL RATIONALE

KPA 2: SPATIAL RATIONALE: KPA WEIGHT = 22.73%													
OUTCOME NINE: RESPONSIVE, ACCOUNTABLE, EFFECTIVE AND EFFICIENT LOCAL GOVERNMENT SYSTEM													
OUTPUT 4: ACTIONS SUPPORTIVE OF THE HUMAN SETTLEMENT OUTCOMES													
No	Key Performance Indicators/Measurable Objective	Baseline	Annual Targets	Project Name	Funding Source	Budget 23/24	Start Date	End Date	1st Q Target	2nd Q Targets	3rd Q Targets	4th Q Targets	Portfolio of Evidence
07	To Demarcate and Survey 3000 Sites Madonsi, Tshikonelo, Xigalo, Bungeni and Hamutsha Traditional Councils By 30 June 2024	New indicator	3000 Sites Demarcated and Surveyed at Madonsi, Tshikonelo, Xigalo, Bungeni and Hamutsha Traditional Councils By 30 June 2024	Demarcation and Survey of Sites.	Own Funding	R 6 000 000.00	01/07/2023	30/06/2024	Inception Report	Draft Layout Plan	Specialist Studies	Draft General Plan	Q1: Inception Report Q2: Draft Layout Plan Q3: Specialist Studies Q4: Draft General Plans
08	To Formalize And Proclaim Mabandla, Majosi, Vuwani, Saselamani and Mitiiti area by 30 June 2024	New indicator	Mabandla, Majosi, Vuwani, Saselamani and Mitiiti Area Formalized and Proclaimed area by 30 June 2024	Formalization & proclamation of settlement: Mabandla, Majosi, Vuwani, Saselamani and Mitiiti	Own Funding	R 22 000 000.00	01/07/2023	30/06/2024	Draft General Plans	Prepare Conditions of Establishment	Approve the final Layout Plan	Open the township register	Q1: Draft General Plan Q2: Conditions of Establishment Q3: Final Layout Plan Q4: Gazette Notice

09	To conduct 4 Municipal Planning Tribunal Sittings by 30 June 2024.	New indicator	4 Municipal Planning Tribunal Sittings conducted by 30 June 2024.	Implementation Of SPLUMA	Own Funding	600 000.00	01/07/2023	30/06/2024	Conduct Municipal Planning Sitting	Conduct Municipal Planning Sitting	Conduct Municipal Planning Sitting	Conduct Municipal Planning Sitting	Conduct Municipal Planning Sitting	Q1-Q4: Invite, Minutes and Attendance Register
10	To transfer All Land Parcels Previously Registered in The Name of Thulamela and Makhado to Collins Chabane by 30 June 2024.	New indicator	All Land Parcels Previously Registered in The Name of Thulamela and Makhado transferred to Collins Chabane by 30 June 2024	Registration Of Land Parcels	Own Funding	R 500 000.00	01/07/2023	30/06/2024	Compile list of properties to be transferred.	Appoint Conveyancer to undertake the transfers.	Prepare transfer documents	Submit documents to Deeds Office	Q1: List of Properties to be Transferred Q2: Appointment Letter Q3: Copy of Transfer Documents Q4: Proof of Submission to Deeds Office.	
11	To compile Municipal Supplementary Valuation Roll and submit to Council for approval by 30 June 2024.	New indicator	Municipal Supplementary Valuation Roll compiled and submitted to council for approval by 30 June 2024.	Supplementary Valuation Roll	Own Funding	R 2 500 000.00	01/07/2023	30/06/2024	Compiling of inception report, Amendment of government properties category from State Owned to Public Service Infrastructure	Supplementary valuation roll.	Issue Public Notice for Comments and Processing of objections	Final Supplementary Valuation Roll submitted to Council	Q1: Inception Report, Category count amended report Q2: Draft Supplementary Valuation Roll Q3: Public Notice and	

Report Q4: Final Supplemental Valuation Roll and Council Resolution											
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INITIALS: SMPD AC MM RL

5. KPA 4: LOCAL ECONOMIC DEVELOPMENT

KPA 4: LOCAL ECONOMIC DEVELOPMENT: KPA WEIGHT=18.18%													
OUTCOME NINE: RESPONSIVE, ACCOUNTABLE, EFFECTIVE AND EFFICIENT LOCAL GOVERNMENT SYSTEM													
OUTPUT 3: IMPLEMENTATION OF THE COMMUNITY WORK PROGRAMME													
STRATEGIC OBJECTIVE: INTEGRATED LOCAL ECONOMY													
No.	Key Performance Indicators/Measurable Objective	Baseline	Annual Targets	Project Name	Funding Source	Budget 23/24	Start Date	End Date	1st Q Target	2nd Q Targets	3rd Q Targets	4th Q Targets	Portfolio of Evidence
12	To review LED strategy and submit to Council for approval by 30 June 2024	New indicator	LED strategy reviewed and submitted to Council by 30 June 2024	Reviewing of LED strategy	Own Funding	500 000.00	01/07/2023	30/06/2024	Appointment of the service provider	Conduct inception meeting	Draft report	Final report	Q1:appointment letter Q2: inception report and status quo report Q3: Draft report Q4:Final report
13	To Support 6 Cooperatives with equipment by 30 June 2024	New indicator	6 Cooperatives at Four Municipal with equipment by 30 June 2024	Cooperative support	Own Funding	R 600 000.00	01/07/2023	30/06/2024	Compilation List of cooperatives	Compile needs analysis	Compile specifications of equipments	Delivery of equipment	Q-1 list of identified cooperatives to be supported & Public Notice Q-2 Needs assessment Q-3 Specifications and appointment letter

14	To coordinate and Host Business EXPO by 30 June 2024	New indicator	Business EXPO Coordinated and Hosted by 30 June 2024	Business Expo	Own Funding	R 200 000.00	01/07/2023	30/06/2024	N/A	Appointment of the service provider and inception report	Coordinate and host Business Expo	N/A	Q.2.Appointment letter and inception report Q3: Invite and attendance register
15	To purchase and install 50 street pole advertising board by 30 June 2024	New indicator	50 street pole advertising board purchased and installed by June 2024	Street pole advertising	Own Funding	R 100 000.00	01/07/2022	30/06/2023	N/A	N/A	Appointment of the service provider	Delivery of the advertising boards	Q2: appointment letter Q3: Delivery note

6.KPA 5: MUNICIPAL FINANCE MANAGEMENT AND VIABILITY

KPA 5: MUNICIPAL FINANCE MANAGEMENT AND VIABILITY KPA WEIGHT =4.55%													
OUTCOME NINE: RESPONSIVE, ACCOUNTABLE, EFFECTIVE AND EFFICIENT LOCAL GOVERNMENT SYSTEM													
OUTPUT 6: ADMINISTRATIVE AND FINANCIAL CAPABILITY													
STRATEGIC OBJECTIVE: SOUND FINANCIAL MANAGEMENT AND VIABILITY													
No.	Key Performance Indicators/Measurable Objective	Baseline	Annual Targets	Project Name	Funding Source	Budget 23/24	Start Date	End Date	1st Q Target	2nd Q Targets	3rd Q Targets	4th Q Targets	Portfolio of Evidence
16	% of departmental own capital budget spent(Excluding grants)	New indicator	100% of departmental own capital budget spent(Excluding grants)	capital budget excluding grants	Own funding	Opex	01/06/2023	30/06/2023	100% spending on quarterly projected capital budget	100% spending on quarterly projected capital budget	100% spending on quarterly projected capital budget	100% spending on quarterly projected capital budget	Capital expenditure report

7. KPA 6: GOOD GOVERNANCE AND PUBLIC PARTICIPATION

KPA 6: GOOD GOVERNANCE AND PUBLIC PARTICIPATION KPA WEIGH=27.27%

OUTCOME NINE: RESPONSIVE, ACCOUNTABLE, EFFECTIVE AND EFFICIENT LOCAL GOVERNMENT SYSTEM

OUTPUT 5: DEEPEN DEMOCRACY THROUGH A REFINED WARD COMMITTEE MODEL

OUTPUT 6: ADMINISTRATIVE AND FINANCIAL CAPABILITY

STRATEGIC OBJECTIVE: IMPROVED GOVERNANCE AND ADMINISTRATION AND EFFECTIVE COMMUNITY PARTICIPATION

No.	Key Performance Indicators/Measurable Objective	Baseline	Annual Targets	Project Name	Funding Source	Budget 23/24	Start Date	End Date	1st Q Target	2nd Q Targets	3rd Q Targets	4th Q Targets	Portfolio of Evidence
17	% Implementation of 100% recommendations by auditor general by 30 June 2024	New indicator	100% Implementation of 100% recommendations by auditor general by 30 June 2024	Auditor general recommendations	Own funding	Opex	01/06/2023	30/06/2023	N/A	N/A	Implemented 100% recommendations by auditor general	Implemented 100% recommendations by auditor general	Progress report on the AG action plan
18	% Implementation of 100% recommendations by internal audit by 30 June 2024	New indicator	100% Implementation of 100% recommendations by internal audit by 30 June 2024	Auditor general recommendations	Own funding	Opex	01/06/2023	30/06/2023	N/A	N/A	Implemented 100% recommendations by internal audit	Implemented 100% recommendations by internal audit	Progress report on the internal audit action plan
19	Number of Portfolio Committee meetings held by 30 June 2024	12	12 portfolio committee meetings held by 30 June 2024	portfolio committee	Own funding	OPEX	01/07/2023	30/06/2024	3	3	3	3	Portfolio Committee Minutes & Attendance Registers

20	To review and submit the 2024/25 IDP to Council for approval by 30 June 2024	New indicator	2024/25 IDP reviewed and submitted to Council for approval by 30 June 2024	IDP Review	Own Funding	OPEX	01/07/2023	30/06/2024	IDP Process Plan Tabled to Council for Adoption & Needs Analysis conducted.	IDP Strategic Planning conducted	Draft IDP Tabled to Council for Adoption	IDP public Participation conducted. & Final IDP Table to Council for Adoption	Q1; IDP process Plan and Council Resolution & Need Analysis Report and Attendance Registers Q2: Invite, Attendance Registers & Strategic Planning Report Q3. Draft IDP & Council Resolution Q4: Invite, Public Notice, Attendance Registers & Final IDP and Council Resolution
21	To conduct IDP Strategic Planning by 30 June 2024	New indicator	IDP Strategic Planning conducted by 30 June 2024	Strategic Planning	Own Funding	800 000.00	01/07/2023	30/06/2024	N/A	IDP Strategic Planning conducted	N/A	N/A	Q2: Invite, Attendance Registers & Strategic Planning Report
22	To conduct IDP public Participation by 30 June 2024	New indicator	IDP public Participation conducted by 30 June 2024	IDP Public Participation	Own Funding	900 000.00	01/07/2023	30/06/2024	N/A	N/A	N/A	IDP public Participation conducted by 30 June 2024	Q4: Invite, Public Notice and Attendance Registers

8.PERFORMANCE WEIGHTINGS PER KEY PERFORMANCE AREAS

The criterion upon which the performance of the employee must be assessed consists of 2 components both of which must be contained in the performance agreement.

The employee will be assessed against both components, with a weight of 80:20 allocated to the Key Performance Areas (KPA) and the Core Competency Requirements (CCRs), respectively. Each area of assessment will be weighted and will contribute a specific part to the total score. KPAs covering the main areas of work will account for 80% and CCR will account for 20% of final assessment.

Table B: WEIGHTING ON KPAs

KEY PERFORMANCE AREAS	WEIGHT
1.Municipal Transformation and Organisational Development	27.7%
2. Spatial Rationale	22.73%
3. Basic Service Delivery and Infrastructure Development	0%
4. Local Economic Development	18.18%
5. Municipal Finance Management and Viability	4.55%
6. Good Governance and Public Participation	27.27%
TOTAL WEIGHTING	100%

TABLE C: CORE COMPETENCY REQUIREMENTS (CCRs)

CORE MANAGERIAL COMPETENCIES:	Weight (75%)
Strategic Capability and Leadership	
Programme and Project Management	
Financial Management(compulsory)	
Change Management	
Knowledge Management	
Service Delivery Innovation	
Problem Solving and Analysis	
People Management and Empowerment(compulsory)	
Client Orientation and Customer Focus(compulsory)	
CORE OCCUPATIONAL COMPETENCIES:	Weight (25%)
Interpretation of and implementation within the legislative and national policy frameworks	
Knowledge of developmental local government	
Knowledge of more than one functional municipal field/discipline	
Competence as required by other national line sector Departments	
Exceptional and dynamic creativity to improve the functioning of the municipality	
Total	100%

9.PERFORMANCE EVALUATION

Performance evaluation will be done in line with section 23(c) of the Performance Regulation of 2006: Performance Regulation of Managers Reporting to the Municipal Manager and the Municipal Manager.

10.PERFORMANCE ASSESSMENT

	Score	Definition
Outstanding Performance	5	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.
Performance Significantly Above Expectations	4	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.
Fully Effective	3	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.
Not Fully Effective	2	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.
Unacceptable Performance	1	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. 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.

11.PERSONAL DEVELOPMENT PLANS (PDP)

Section 29 of the Performance Regulation of 2006, requires that managers must develop personal Development Plan that must address all gaps and this plan must be part of the performance agreement.

This performance is signed in line with the Municipal Finance Management Act 56 of 2003. All s57 Managers are required performance plan and sign performance agreements with the accounting officer.

This performance plan serves as an Annexure to the signed Performance Agreement.

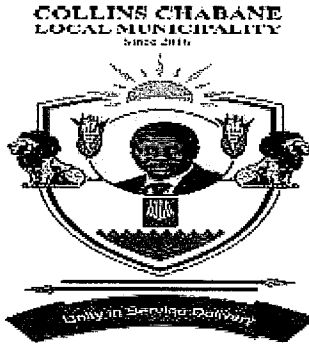
12.SIGNATURES

DATE *Radali*

**RADALI A.C
SENIOR MANAGER PLANNING AND DEVELOPMENT**

DATE *05th July 2023*

Shilenger R
**SHILENGER.R
MUNICIPAL MANAGER**



ANNEXURE B

PERSONAL DEVELOPMENT PLAN

2023/2024

Collins Chabane Local Municipality herein represented by

SHILENGE R.R.

In his capacity as the Municipal Manager (hereinafter referred to as the Employer or Supervisor)

and

RADALI A.C.

Employee of the Municipality (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

AC
RR

1. INTRODUCTION

The Aim of the Personal Development Plan (PDP) is to ensure that Employees are skilled to meet Objectives as set out in the Performance Management Agreement as prescribed by legislation. Successful career path planning ensures competent employees for current and possible future positions. It there for identifies, prioritise and implement training needs

Legislative needs taken into account comes from the Municipal Systems Act Guidelines: Generic senior management competency framework and occupational competency profiles, Municipal Finance Management Competency Regulations, such as those developed by the National Treasury and other line sector departments' legislated competency requirements need also be taken into consideration during the PDP process.

2. COMPETENCY MODELLING

The COGTA has decided that a competency development model will consist of both managerial and occupational competencies:

- Managerial competencies should express those competencies, which are generic of all management positions.
- Occupational competence refers to competencies which are job/function specific.

3. COMPILING THE PERSONAL DEVELOPMENT PLAN ATTACHED AS THE APPENDIX

The Municipal Manager, in consultation with the employee is to compile a Personal Development Plan. The PDP has 7 columns that need to be completed. Appendix A serves as the Action Plan for the PDP

3.1. Table 1: Action Plan for PDP

1. Skills /Performance Gap (in order of priority)	2. Outcomes Expected (measurable indicators quantity-quality and time frames)	3. Suggested training and/or development activity	4. Suggested mode of delivery	5. Suggested Time Frames	6. Work opportunity created to practice skill/development area	7. Support Person
Municipal governance	Certificate	Advance certificate :Municipal governance	Training	-+12 months	Managing projects	Municipal manager
GIS geographical information system mapping	Certificate	National certificate geography information science	Training	-+12 months	geographical information system mapping	Municipal manager
occupational directed education training and development practice	Certificate	National certificate: occupational directed education training and development practice	Training	-+12 months	training and development	Municipal manager
Municipal Integrated development planning	Certificate	National certificate :Municipal Integrated development planning	Training	-+12 months	Municipal planning	Municipal manager
Monitoring and evaluation	Certificate	Advance certificate :monitoring and evaluation	Training	-+12 months	Monitoring and evaluation projects	Municipal manager
Employment equity	Certificate	National certificate	Training	-+12 months	organisational	Municipal manager

Ac
ll

		organisational transformation and change management			transformation and change management	
Contract management	Certificate	Contract management	Training	-+12 months	Managing projects	Municipal manager
Project management	Certificate	Project management	Training	-+12 months	Managing projects	Municipal manager

Thus, done and signed at Malamulele on the 05th day of July 2023

AS WITNESSES:

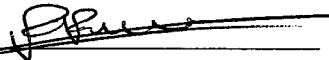
1.  _____



**SENIOR MANAGER PLANING AND DEVELOPMENT
RADALI A.C**

AS WITNESSES:

1.  _____



**MUNICIPAL MANAGER
SHILENGE R.R**



ANNEXURE C

FINANCIAL DISCLOSURES

SENIOR MANAGER PLANNING AND DEVELOPMENT: RADALI AC
2023/24

STRICTLY CONFIDENTIAL

Financial Disclosure Form

CONFIDENTIAL

I, the undersigned (surname and initials) RADALI A.C.

(Postal address) Box 3232
SIBASA 0970

(Residential address) STAND 802, MAHLUMA VILLAGE 0982

(Position held) SENIOR MANAGER

(Name of Municipality) COLLINS HABANE LOCAL

Tel: 015 851 0110 Fax: _____

Hereby certify that the following information is complete and correct to the best of my knowledge:

1. Shares and other financial interests (Not bank accounts with financial institutions.) See information sheet: note (1)

Number of shares/Extent of financial interests	Nature	Nominal Value	Name of Company/Entity
100	Close Corporation	100	Murwa Funeral Portals
100	Private Company	100	Murwa Public Services
/			

2. Directorships and partnerships See information sheet: note (2)

Name of corporate entity, partnership or firm	Type of business	Amount of Remuneration/Income
N/A		
/		

3. Remunerated work outside the Municipality must be sanctioned by Council. See information sheet: note (3)

Name of Employer	Type of Employment	Amount of Remuneration/Income
I.E.C	Municipal Elector Officer	R1000-00 p.m.
/		

4. Consultancies and retainerships

See information sheet: note (4)

Name of client	Nature	Type of business activity	Value of any benefits received
N/A	N/A	N/A	N/A

5. Sponsorships

See information sheet: note (5)

Source of assistance/sponsorship	Description of assistance/Sponsorship	Value of assistance/sponsorship
N/A	N/A	N/A

6. Gifts and hospitality from a source other than a family member

See information sheet: note (6)

Description	Value	Source
N/A	N/A	N/A

7. Land and property

See information sheet: note (7)

Description	Extent	Area	Value
28 Richmond street	± 991 SQM	CRYSTAL PARK-BENONI	± R1020 000 - 00
802 MAULUMA VILLAGE	± 1000 SQM	TSHIKONELD	± R780 000 - 00

SIGNATURE OF EMPLOYEE : U. Gdali
 DATE : 05/07/2023
 PLACE : Malamulele

OATH/AFFIRMATION

1. I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down her/his answers in his/her presence:

(i) Do you know and understand the contents of the declaration?

Answer yes

(ii) Do you have any objection to taking the prescribed oath or affirmation?

Answer NO

(iii) Do you consider the prescribed oath or affirmation to be binding on your conscience?

Answer YES

2. I certify that the deponent has acknowledged that she/he knows and understands the contents of this declaration. The deponent utters the following words: "I swear that the contents of this declaration are true, so help me God." / "I truly affirm that the contents of the declaration are true". The signature/mark of the deponent is affixed to the declaration in my presence.

[Signature]
SGT

Commissioner of Oath /Justice of the Peace

Full first names and surname:

Dunisani MABEDIE (Block letters)

Designation (rank) SGT Ex Officio Republic of South Africa

Street address of institution MALAMULELE SAPS



Date 2023.07.05 Place MALAMULELE

CONTENTS NOTED: SHILENGE RR

SIGNATURE : [Signature]

DATE : 05-07-2023

INFORMATION SHEET FOR THE FINANCIAL DISCLOSURE FORM

The following notes is a guide to assist with completing the attached Financial Disclosure form (Appendix C):

1. SHARES AND OTHER FINANCIAL INTERESTS

Designated employees are required to disclose the following details with regard to shares and other financial interests held in any private or public company or any other corporate entity recognized by law:

- The number, nature and nominal value of shares of any type;
- The nature and value of any other financial interests held in any private or public company or any other corporate entity; and
- The name of that entity.

2. DIRECTORSHIPS AND PARTNERSHIPS

Designated employees are required to disclose the following details with regard to directorships and partnerships:

- The name and type of business activity of the corporate entity or partnership/s; and
- The amount of any remuneration received for such directorship or partnership/s.

Directorship includes any occupied position of director or alternative director, or by whatever name the position is designated.

Partnership is a legal relationship arising out of a contract between two or more persons with the object of making and sharing profits.

3. REMUNERATED WORK OUTSIDE THE PUBLIC SERVICE (ALL REMUNERATED EMPLOYMENT MUST BE SANCTIONED PRIOR TO THE WORK BEING DONE.)

Designated employees are required to disclose the following details with regard to remunerated work outside the public service.

- The type of work;
- The name and type of business activity of the employer; and
- The amount of the remuneration received for such work.

Remuneration means the receipt of benefits in cash or kind.

Work means rendering a service for which the person receives remuneration.

4. CONSULTANCIES AND RETAINERSHIPS

Designated employees are required to disclose the following details with regard to consultancies and retainerships:

- The nature of the consultancy or retainerships of any kind;
- The name and type of business activity, of the client concerned; and
- The value of any benefits received for such consultancy or retainerships.

5. SPONSORSHIPS

Designated employees are required to disclose the following details with regard to sponsorships:

- The source and description of direct financial sponsorship or assistance; and
- The value of the sponsorship or assistance.

6. GIFTS AND HOSPITALITY FROM A SOURCE OTHER THAN A FAMILY MEMBER

Designated employees are required to disclose the following details with regard to gifts and hospitality:

- A description and the value and source of a gift with a value in excess of R350;
- A description and the value of gifts from a single source which cumulatively exceed the value of R350 in the relevant 12-month period; and
- Hospitality intended as a gift in kind.

Designated employees must disclose any material advantage that they received from any source e.g. any discount prices or rates that are not available to the general public.

All personal gifts within the family and hospitality of a traditional or cultural nature need not be disclosed.

7. LAND AND PROPERTY

Designated employees are required to disclose the following details with regard to their ownership and other interest's in land and property (residential or otherwise both inside and outside the Republic):

- A description and extent of the land or property;
- The area in which it is situated; and
- The value of the interest.