

**PERFORMANCE AGREEMENT**

**MADE AND ENTERED INTO BY AND BETWEEN**

**THE MUNICIPALITY OF EMALAHLENI**

**AS REPRESENTED BY THE ACTING MUNICIPAL MANAGER**

**MR G.P. DE JAGER**

**(Herein after referred to as Employer)**

**AND**

**DIRECTOR: PLANNING, ECONOMIC DEVELOPMENT, TOURISM AND AGRICULTURE**

**MR NKULULO MNTUYEDWA**

**(Herein after referred to as Employee)**

**FOR THE FINANCIAL YEAR:**

**01 JULY 2019 – 30 JUNE 2020**

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## **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) as amended. The Employer and Employee are hereinafter referred 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. The parties hereby agree to have this contract developed in terms of the Local Government Performance Regulations for Municipal Managers and Managers directly accountable to the Municipal Managers;
- 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 promote Local Government goals.
- 1.4** The parties wish to ensure there is compliance with Section 57(4)(b) and 57(5) of the Systems Act;
- 1.5** This performance agreement is between NKULULO MNTUYEDWA: DIRECTOR EDTA and Municipal Manager. The performance agreement is for the 2019/2020 financial year only. The expected performance reflected in this agreement is based on the Integrated Development Plan for 2019/2020 and the 2019/2020 Service Delivery and Budget Implementation Plan and annual budget which have been adopted as the working documents of Emalahleni Municipality and therefore, shall be the basis of the performance assessment;
- 1.6** In this Agreement the following terms will have the meaning ascribed thereto:
  - 1.6.1** this “Agreement” – means the performance agreement between the Employer and the Employee and the Annexures thereto;
  - 1.6.2** the “Employer” means Emalahleni Local Municipality;
  - 1.6.3** the “Employee” means the Municipal Manager appointed in terms of Section 82 of the Municipal Structures Act;
  - 1.6.4** the “Parties” mean the Employer and Employee

## **2. PURPOSE OF THIS AGREEMENT**

- 2.1** To specify objectives and targets established for the Employee and to communicate to the Employee the Employer’s expectations of the Employee’s performance targets and accountabilities;
- 2.2** To specify accountabilities set out in the Performance Plan (Annexure A)
- 2.3** To monitor and measure performance against set targeted outputs and outcomes;
- 2.4** To establish a transparent and accountable working relationship;
- 2.5** To appropriately reward the Employee in accordance with Section 11 of this Agreement;
- 2.6** To give effect to the Employer’s commitment to a performance orientated relationship with the Employee in attaining improved service delivery

### **3. COMMENCEMENT AND DURATION**

- 3.1** This Agreement will commence on 01 July 2019 and will remain in force until 30 June 2020 whereafter a new Performance Agreement shall be concluded between the Parties for the new financial year or any portion thereof;
- 3.2** The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31<sup>st</sup> July of the succeeding financial year;
- 3.3** This Agreement will terminate on the termination of the Employee's contract of employment for any reason; and
- 3.4** The content of this Agreement may be revised at any time during the abovementioned period to determine the current applicability of the matters previously agreed upon.

### **4. PERFORMANCE OBJECTIVES**

- 4.1** The Performance Plan sets out:
  - 4.1.1** the performance objectives and targets that must be met by the Employee;
  - 4.1.2** the time frames within which those performance objectives and targets must be met;
  - 4.1.3** the core competency requirements (Annexure B) as the management skills regarded as critical to the position held by the Employee;
- 4.2** The performance objectives and targets reflected and targets 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 and the Budget of the Employer and shall include:
  - 4.2.1** key objectives that describe the main tasks that need to be done;
  - 4.2.2** key performance indicators that provide 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 targets must be achieved; and
  - 4.2.4** Weightings showing the relative importance of the key objectives to each other.
- 4.3** The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and
- 4.4** The Employee's performance will, in addition, be measured in terms of the 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 adopted for the Employees 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 employees and service providers 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 applicable to the Employee;
- 5.4** The Employee undertakes to actively focus on the promotion and implementation of the Key Performance Areas (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 the two (2) components, Operational Performance and Core Competency Requirements (CCRs), both of which shall be contained in the Performance Agreement;
- 5.6** The Employee's assessment will be based on his performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan, which are linked to the KPAs and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and the Employee:

| KPA No | KEY PERFORMANCE AREAS                                  | Weight |
|--------|--|--------|
| 1      | Basic Service Delivery and Infrastructure              | 5      |
| 2      | Local Economic Development                             | 60     |
| 3.     | Municipal Transformation and Institutional Development | 20     |
| 4      | Good Governance and Public Participation               | 5      |
| 5      | Municipal Financial Viability and Management           | 10     |
| TOTAL  |  | 100%   |

- 5.7** The CCRs will make up the other 20% of the Employee's assessment score. CCRs that are deemed to be most critical for the Employee's specific job are reflected in the list below as agreed to between the Employer and Employee:

| CCR No | CORE COMPETENCY REQUIREMENTS          | Weight |
|--------|---------------------------------------|--------|
| 1      | Strategic Capability and Leadership   | 5      |
| 2      | Programme and Project Management      | 10     |
| 3      | Financial Management                  | 15     |
| 4      | Change Management                     | 10     |
| 5      | Knowledge Management                  | 5      |
| 6      | Service Delivery Innovation (SDI)     | 15     |
| 7      | Problem Solving and Analysis          | 5      |
| 8      | People and Diversity Management       | 10     |
| 9      | Client Orientation and Customer Focus | 10     |
| 10     | Communication                         | 10     |
| 11     | Accountability and Ethical Conduct    | 5      |
| TOTAL  |                                       | 100%   |

## 6. PERFORMANCE ASSESSMENT

- 6.1** The Performance Plan (Annexure A) to this Agreement set out-

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- 6.1.1 the standards and procedures for evaluating the Employee's performance; and
    - 6.1.2 the intervals for 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 timeframes;
  - 6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP) as described in 6.6 – 6.12 below;
  - 6.5 The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation purposes;
  - 6.6 Assessment of the achievement of results as outlined in the performance plan:
    - 6.6.1 each KPI or group of KPIs shall be assessed according to the extent to which the specified standards or performance targets have been met and with due regard to ad-hoc tasks that had to be performed under the KPI;
    - 6.6.2 A rating on the five-point scale shall be provided for each KPI or group of KPIs which will then be multiplied by the weighting to calculate the final score;
    - 6.6.3 The Employee will submit her self-evaluation to the Employer prior to the formal assessment;
    - 6.6.4 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; and
    - 6.6.5 An overall score will be calculated based on the total of the individual scores calculated above.
  - 6.7 Assessment of the CCRs
    - 6.7.1 Each CCR shall be assessed according to the extent to which the specified standards for the required proficiency level have been met;
    - 6.7.2 A rating on the five-point scale shall be provided for each CCR which will then be multiplied by the weighting to calculate the final score;
    - 6.7.3 Each CCR will be assessed in terms of the definitions provided (Annexure B) on a 360 degree basis during the mid-year and year-end reviews and will inform the final score awarded by the Evaluation Committee. 360 degree means that the Employee's peers and managers reporting to her will assess her CCRs; and
    - 6.7.4 An overall score will be calculated based on the total of the individual scores calculated above;

#### 6.8 Overall Rating

- 6.8.1 An overall rating is calculated by adding the overall scores as calculated in 6.6.5 and 6.7.4 above; and
- 6.8.2 Such overall rating represents the outcome of the performance appraisal

**6.9** The assessment of the performance of the Employee will be based on the following rating scale for KPIs and CCRs.

| 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 expectation | 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  |
| 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 effort to encourage improvement |

**6.10** For purposes of evaluating the performance of the Employee for the mid-year and year-end reviews, an Evaluation Panel constituted of the following persons will be established:

- 6.10.1** Municipal Manager of Emalahleni Municipality
- 6.10.2** Municipal Manager from another municipality
- 6.10.3** Audit Committee member (Chairperson)
- 6.10.4** Member of the Executive Committee
- 6.10.5** Ward Committee member

**6.11** The assessment panel will evaluate the performance of the Employee as at the end of the second (nd) and fourth (4th) quarters; and

- 6.12** The Municipal Manager will give performance feedback to the Employee within five (5) working days after each quarterly and annual assessment meetings

## 7. SCHEDULE FOR PERFORMANCE REVIEWS

- 7.1** The performance of the Employee in relation to his performance agreement shall be reviewed on the following dates with the understanding that the reviews in the first and third quarters be verbal and performance must be satisfactory with Portfolio of Evidence:

| QUARTER | REVIEW PERIOD                 | REVIEW TO BE COMPLETED BY |
|---------|-------------------------------|---------------------------|
| 1       | July – September: Qrt 1       | October 2019              |
| 2       | October – December: Qrt 2     | January 2020              |
| 3       | January – March Qrt 3         | April 2020                |
| 4       | April – June Qrt 4 (Year End) | July 2020                 |

- 7.2** Formal assessment will require an employee to submit a report on achievements of each target objective as indicated in the service delivery and budget implementation plan with portfolio of evidence.
- 7.3** The Employer shall keep a record of the mid-year and year-end assessment meetings;
- 7.4** Performance feedback shall be based on the Employer's assessment of the Employee's performance;
- 7.5** The Employer will be entitled to review and make reasonable changes to the provisions of the Performance Plan from time to time for operational reasons. The Employee will be fully consulted before any such change is made; and
- 7.6** The Employer may amend the provisions of the Performance Plan whenever the performance management or amended as the case may be. In that case, the Employee will be fully consulted before any changes to this performance agreement to ensure effective implementation of reviewed service delivery and budget implementation plan where changes are made in terms of Section 54.

## 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. In that case, the Employee will be fully consulted before any such changes or plan is made.

## 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 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 assisting 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 its 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
- 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 clause 12.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

## 11. REWARD

**11.1** The evaluation of the Employee's performance will form the basis for indicating outstanding performance or correcting unacceptable performance;

**11.2** The performance bonus will be rated as follows:  
Performance rating:

|            |                       |
|------------|-----------------------|
| 0% - 45%   | poor performance      |
| 46% - 55%  | average performance   |
| 56% - 65%  | fair performance      |
| 66% - 75%  | good performance      |
| 76% - 100% | excellent performance |

**11.3** The Performance bonus will be paid as follows:

- 130%-149% is awarded a performance bonus ranging from 5%-9% of total remuneration package
- 150% and above is awarded a performance bonus ranging from 10% -14% of total remuneration package

## 12. MANAGEMENT OF EVALUATION OUTCOMES

**12.1** Where the Employer is, any time during the Employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the Employer will give notice to the Employee to attend a meeting;

**12.2** The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures;

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- 12.3 Where there is a dispute or difference as to the performance of the Employee under this Agreement, the Parties will confer with a view to resolving the dispute or difference; and
  - 12.4 In the case of unacceptable performance, the Employer shall-
    - 12.4.1 provide systematic remedial or developmental support to assist the Employee to improve her performance; and
    - 12.4.2 After appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out her duties

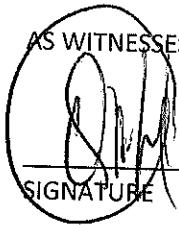
### 13. DISPUTE RESOLUTION

- 13.1 In the event that the Employee is dissatisfied with any decision or action of the Employer in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Employee has achieved the performance objectives and targets established in terms of this Agreement, the Employee may, within seven (7) business days, meet with the Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing;
- 13.2 If the Parties cannot resolve the issues within ten (10) business days, an independent arbitrator, acceptable to both parties, shall be appointed to resolve the matter within thirty (30) business days; and
- 13.3 In the event that the mediation process contemplated above fails, the relevant clause of the contract of employment shall apply

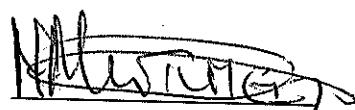
### 14. GENERAL

- 14.1 The contents of this agreement and the outcome of any review conducted in terms of the Performance Plan may be made available to the public by the Employer; and
- 14.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Employee in terms of her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

THUS DONE AND SIGNED AT Gaborone ON THE 08 DAY OF July 2019

AS WITNESSES  
  
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DIRECTOR PEDTA:

FOR AND ON BEHALF OF THE EMALAHLENI MUNICIPALITY

THUS SIGNED AT CACASCI ON THE 08 DAY OF July 2019

AS WITNESSES

  
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ACTING MUNICIPAL MANAGER

## **ANNEXURE A**

### **PERFORMANCE PLAN: 2019/2020**

**MR NKULULO MNTUYEDWA**

#### **EMALAHENI LOCAL MUNICIPALITY**

This Performance Plan defines the Council's expectations and legal prescribes that the Municipal Manager must at all material times comply and uphold in accordance with the Performance Agreement to which this document is attached. Section 5(5) of the Municipal Systems Act and the Performance Regulations gazetted in Notice Number 805 provides that performance objectives and targets must be based on the Key Performance Indicators enshrined in the Municipality's Integrated Development Plan and determined in agreement with the Mayor (as representative of Council).

The following are three (3) parts to this performance plan, which are:

1. Scorecard detailing IDP goals (Key Performance Areas) and their related key performance indicators, weightings and target dates
2. Core Competency Requirements
3. Personal Development Plan

#### **STATEMENT ON PURPOSE OF POSITION**

To perform all the duties and functions of the Director: Planning, Economic Development, Tourism and Agriculture as required by the relevant legislation or reasonably stipulated by the Municipal Manager, to be accountable for the execution of all the resolutions of the Municipality, the coordination of all the activities of the municipality, to be accountable for the general supervision, control and efficiency of the Directorate of Planning, Economic Development, Tourism and Agriculture and to ensure compliance with all of the key performance areas as set out in the contract of employment between the Council, as represented by the Municipal Manager and the Director: Planning, Economic Development, Tourism and Agriculture.

#### **PERFORMANCE REVIEW PROCEDURE**

A performance review will be held on a quarterly basis with a formal performance review in December/January and in June/July after the end of the financial year with the understanding that review in the first and third quarter may be verbal if performance is satisfactory.

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The Municipal Manager may request input from agendas, minutes and "customers" on the Director's performance throughout the review period. This may be done through discussion or by asking "customers" to complete a rating form to submit to the Evaluation Panel for consideration. Customers are people who are able to comment on the Director's performance since they have worked closely with her on some or all aspects of her job.

The Director: Planning, Economic Development, Tourism and Agriculture should prepare for quarterly performance evaluation by providing a brief description of achievements, including reference to evidence, supporting documentation (documents, reports and/or resolutions with dates of submission) in the relevant column in the KPA scorecard below. Achievement should be reported on cumulatively

The Director: Planning, Economic Development, Tourism and Agriculture will provide a rating for herself for the final assessment against the agreed objectives in the column provided in the KPA Scorecard.

The Director: Planning, Economic Development, Tourism and Agriculture and the Evaluation Panel should meet to conduct formal performance rating and agree on final score. It may be necessary to have two (2) meetings, that is, give the Director: Planning, Economic Development, Tourism and Agriculture scores and allow her time to consider them before final agreement. In the event of disagreement, the Evaluation Panel has the final say with regard to the final score that is given.

The Evaluation Panel should provide ratings of the Director's performance against agreed objectives as a result of portfolio of evidence and/or comments and input.

Initially the scoring should be recorded on the scorecard then transferred onto the consolidated score sheet.

Any reason for non-compliance should be recorded during the review session by keeping of minutes of the review session.

The assessment of the performance of the Director: Planning, Economic Development, Tourism and Agriculture will be based on the rating scale for KPAs as set out in the Performance Agreement.

Only those items relevant for the review period in question should be scored.

The assessment of the performance of the Director: Planning, Economic Development, Tourism and Agriculture on the applicable CCRs will be based on the rating scale as reflected in Section 4 of the Performance Plan.

The Honourable Mayor and Municipal Manager should prepare and agree on a Personal Development Plan for addressing developmental gaps.

The Municipal Manager and Director: Planning, Economic Development, Tourism and Agriculture should set new objectives, targets, performance indicators, weightings and dates for the following financial year.

Poor work performance will be dealt with in terms of Regulation 32 (3) of the Performance Regulations.

#### **FUNCTIONAL ALIGNMENT OF THE INDIVIDUAL PERFORMANCE SCORECARD TO THE IDP**

The IDP of the Emalahleni Municipality for the 2019/20 financial year is aligned to the prescribed Key Performance Areas:

1. Good Governance and Public Participation
2. Basic Service Delivery
3. Local Economic Development
4. Institutional Development and Transformation
5. Financial Viability and Management

All Directorates within the organisation are accountable for the successful fulfilment of the IDP specific programmes listed under each of the above KPIs. The Director: Planning, Economic Development, Tourism and Agriculture is directly accountable for the following programmes directly linked to the IDP for 2019/20 as indicated in the IDP column of the scorecard.

1. KEY PERFORMANCE AREA SCORECARD

| KPA 1 - BASIC INFRASTRUCTURE AND SERVICE DELIVERY = 5%       |   |  |               |   |   |
|--|---|--|---------------|---|---|
| STRATEGIC OBJECTIVE  | KEY PERFORMANCE INDICATOR   | Indicator Code   | ANNUAL TARGET | WEIGHT  | AUDIT EVIDENCE REQUIRED   |
| To promote and support agricultural development by June 2020 | Number of Irrigation Scheme Funding Proposals developed and submitted to relevant institutions (CHDA and CHDM ) | 2 Irrigation Scheme Funding Proposal developed and submitted to relevant institutions (CHDA and CHDM ) | 5%            | 2 Funding proposals and proof of submissions to CHDA and CHDM | Quarter 1 Targets<br>Follow up on submitted proposals conducted |

| KPA 2 - LOCAL ECONOMIC DEVELOPMENT = 60 %  |   |                |  |        |   |
|--|---|----------------|--|--------|---|
| OBJECTIVES   | KEY PERFORMANCE INDICATOR   | INDICATOR CODE | ANNUAL TARGET  | WEIGHT | AUDIT EVIDENCE REQUIRED   |
| To facilitate formalization and support development of SMMEs within ELM by June 2020 | Number of information dissemination and advisory sessions conducted | 2_22_22.1_P049 | 4 SMME information dissemination and advisory sessions facilitated by 30 June 2020 | 4%     | Quarterly reports on SMME Information Dissemination Session facilitated |
|  | Number SMME's supported   | 2_22_22.2_P050 | 1 SMME supported (Mphothulo Youth Project)   | 4 %    | Consultative engagement Reports on support provided Mphothulo           |

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**KPA 2 - LOCAL ECONOMIC DEVELOPMENT = 60 %**

| OBJECTIVES   | KEY PERFORMANCE INDICATOR                       | INDICATOR CODE | ANNUAL TARGET   | WEIGHT | AUDIT EVIDENCE REQUIRED   | REPORT ACHIEVEMENTS – Indicate target met or not met by X (with reference to support documentation) |   |   |   | DSC SCORE 1-5    | PANEL SCORE 1-5 |
|--|---|----------------|---|--------|---|---|---|---|---|------------------|-----------------|
|  |   |                |   |        |   | QUARTER 1 TARGETS   | QUARTER 2 TARGETS   | QUARTER 3 TARGETS   | QUARTER 4 TARGETS                                   |                  |                 |
| To facilitate formalization and support development of SMMEs within ELM by June 2020 | Number of Business Hawker licenses issued       | 2_22_22.3_P051 | In Ward 1 by 30 June 2020   | 4%     | 20 Businesses licenses issued (6 Indwe, 8 Cacadu and 6 Dordrecht) by 30 June 2020 | 20 Licences Issued  | Stakeholder engagement on Business Licensing facilitated  | 8 Business licences issued in Cacadu                        | 6 Business Licences issued in Indwe                 | Inputs conducted |                 |
| To promote and support agricultural development by June 2020                         | Number of advisory sessions. Conducted          | 2_23_23.1_P052 | 3 Advisory Sessions (Crop Production, Wool Production and Livestock Improvement and Wool) in Cacadu (1), Indwe (1) and Dordrecht (1) conducted in ELM by 30 June 2020 | 4%     | Quarterly reports on advisory sessions  | 1 Advisory session on Livestock Improvement conducted in Indwe                                      | 1 Advisory session on Crop Production conducted in Cacadu | 1 Advisory session on Wool Production conducted in Dodrecht | 1 Advisory session on Wool                          | Not Applicable   |                 |
|  | Number of livestock branded                     | 2_23_23.3_P054 | 500 livestock branded in ELM by 30 June 2020  | 4 %    | branding receipt book   | 125 livestock branded   | 125 livestock branded                                     | 125 livestock branded                                       | 125 livestock branded                               |                  |                 |
|  | Number Livestock Marketing Sessions facilitated | 2_23_23.4_P055 | 4 Livestock Marketing Sessions facilitated in Indwe (1), Dordrecht (1)  | 5%     | Quarterly Reports on Livestock Marketing sessions facilitated                     | 1 Livestock Marketing Session facilitated in Cacadu   | 1 Livestock Marketing Session facilitated in Indwe        | 1 Livestock Marketing Session facilitated in Dordrecht      | 1 Livestock Marketing Session facilitated in Cacadu |                  |                 |

**KPA 2 - LOCAL ECONOMIC DEVELOPMENT = 60 %**

| OBJECTIVES  | KEY PERFORMANCE INDICATOR  | INDICATOR CODE | ANNUAL TARGET   | WEIGHT | AUDIT EVIDENCE REQUIRED  | REPORT ACHIEVEMENTS – Indicate target met or not met by X (with reference to support documentation) |   |   | DSC SCORE 1-5   | PANEL SCORE 1-5   |
|---|--|----------------|---|--------|--|---|---|---|---|---|
|   |  |                |   |        |  | QUARTER 1 TARGETS   | QUARTER 2 TARGETS   | QUARTER 3 TARGETS   |   |   |
| To promote and support agricultural development by June 2018      | Number of funding proposals developed for operations of Xonxa and Tshatshu Irrigation Schemes    | 2_24_24.1_P056 | 1 funding proposal developed for operations of Xonxa and Tshatshu Irrigation Schemes by 30 June 2020 and Cacadu (2) | 5 %    | Funding Proposal   | 1 Funding Proposal developed and submitted to CHDM and CHDA   | Follow up on submitted funding proposals conducted                | Follow up on submitted funding proposals conducted                |   |   |
| To promote sustainable use of Forest Plantation by June 2020      | Number of Forestry Management Funding Proposals developed and submitted to relevant stakeholders | 2_25_25.1_P057 | Forestry Management Funding Proposal developed and submitted to relevant stakeholders by 30 June 2020               | 5%     | Quarterly reports on establishment forestry management committee | 1 Funding Proposal developed and submitted to CHDM  | Follow up on submitted funding proposals conducted                | Follow up on submitted funding proposals conducted                |   |   |
| To promote economic development within Emalahleni LM by June 2020 | Monitor implementation of the signed MOU between Ibuyambo and ELM                                | 2_26_26.2_P059 | Implementation of the signed MOU between Ibuyambo and ELM by 30 June 2020   | 5%     | Quarterly reports, Signed MOU                                    | Implementation of the signed MOU between Ibuyambo and ELM   | Monitor implementation of the signed MOU between Ibuyambo and ELM | Monitor implementation of the signed MOU between Ibuyambo and ELM | Monitor implementation of the signed MOU between Ibuyambo and ELM | Monitor implementation of the signed MOU between Ibuyambo and ELM |
| To Implement Tourism and Heritage Management Plan by June 2020    | Number of Tourism Roadshows conducted  | 2_27_27.4_P134 | 4 Tourism Roadshows conducted in ELM by 30 June 2020  | 5 %    | Quarterly reports on tourism events conducted                    | 1 Tourism Roadshow conducted in Cacadu  | 1 Tourism Roadshow conducted in Dordrecht                         | 1 Tourism Roadshow conducted in Indwe                             | 1 Tourism Roadshow conducted in Cacadu                            | 1 Tourism Roadshow conducted in Indwe                             |

**KPA2 - LOCAL ECONOMIC DEVELOPMENT = 60 %**

| <b>OBJECTIVES</b>  | <b>KEY PERFORMANCE INDICATOR</b>   | <b>INDICATOR CODE</b> | <b>ANNUAL TARGET</b>   | <b>WEIGHT</b> | <b>AUDIT EVIDENCE REQUIRED</b>   | <b>REPORT ACHIEVEMENTS – Indicate target met or not met by X<br/>(with reference to support documentation)</b> |   |   |  | <b>DSC SCORE 1-5</b>  | <b>PANEL SCORE 1-5</b>   |
|--|--|-----------------------|--|---------------|--|--|---|---|--|---|--|
|  |  |                       |  |               |  | <b>QUARTER 1 TARGETS</b>   | <b>QUARTER 2 TARGETS</b>  | <b>QUARTER 3 TARGETS</b>  | <b>QUARTER 4 TARGETS</b>   |   |  |
|  |  | 2_27_27.4_P063        | 1 heritage event and 3 heritage awareness programs conducted in Cacadu, Dordrecht and Indwe by 30 June 2020                | 5%            | Quarterly reports on heritage event and awareness programs conducted in Cacadu | 1 Heritage Awareness programme conducted in Cacadu   | 1 Heritage Event conducted  | 1 Heritage Awareness programme conducted in Dordrecht                               | 1 Heritage Awareness programme conducted in Indwe                                    |   |  |
| To Implement Tourism and Heritage Management Plan by June 2020   | Number of capacity building sessions facilitated for Tourism Establishments    | 2_27_27.6_P064        | 4 Tourism capacity building sessions for Tourism Establishments facilitated in Cacadu, Dordrecht and Indwe by 30 June 2020 | 5 %           | Quarterly reports on Capacity Building Sessions                                | 1 Tourism capacity building session for Tourism Establishments facilitated in Cacadu                           | 1 Tourism capacity building session for Tourism Establishments facilitated in Dordrecht | 1 Tourism capacity building session for Tourism Establishments facilitated in Indwe | 1 Tourism capacity building session for Tourism Establishments facilitated in Cacadu | 1 Tourism capacity building session for Tourism Establishments facilitated in Indwe | 1 Tourism capacity building session for Tourism Establishments facilitated in Cacadu |
| To streamline mining activities for acceleration of socio-economic development within ELM by June 2020 | Number of small-scale mining cooperatives provided with administrative support | 2_29_29.1_P066        | 5 small scale mining Cooperatives provided with administrative support in Indwe (Ward 15) by 30 June 2020                  | 5%            | Support Plan   | Engagement with Brick Making Cooperatives for needs analysis conducted   | Support Plan for 5 brick-making cooperatives developed and implemented                  | Support Plan implemented  | Support Plan implemented   |   |  |

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**KPA 3 - GOOD GOVERNANCE AND PUBLIC PARTICIPATION = 5%**

| STRATEGIC OBJECTIVE   | KEY PERFORMANCE INDICATOR                   | INDICATOR CODE  | ANNUAL TARGET   | WEIGHT            | AUDIT EVIDENCE REQUIRED                     | REPORT ACHIEVEMENTS – Indicate if target met or not met by X (with reference to supporting documentation) | DCS SCOR E                                | PANEL SCORE 1-5                               |
|---|---|-----------------|---|-------------------|---|---|---|---|
|   |   |                 |   | QUARTER 1 TARGETS | QUARTER 2 TARGETS                           | QUARTER 3 TARGETS   | QUARTER 4 TARGETS                         |   |
| To ensure that the municipality operates free of anticipated risk of maladministration, fraud and corruption by June 2020 | Directorate Risk Register                   | 3_36_36.1_P0 79 | Directorate Risk Register updated and implemented by 30 June 2020 | 1%                | PEDTA Updated and Implemented Risk Register | PEDTA Risk Register implemented d   | PEDTA Risk Register implemented d         | PEDTA Risk Register updated and implemented d |
| To maximize participation of all external and internal stakeholders by June 2020  | Number of IGR Meetings convened             | 3_38_38.1_P0 82 | 4 IGR Meetings convened by 30 June 2020                           | 3%                | Quarterly Report                            | 1 IGR Meeting convened  | 1 IGR Meeting convened                    | 1 IGR Meeting convened                        |
| To achieve clean administration by June 2020  | Implement PEDTA 2018/2018 Audit Action Plan | 3_39_39.1_P0 83 | Implement the PEDTA 2018/2019 Audit Action Plan                   | 1%                | Inputs submitted                            | Not Applicable  | 2018/2019 Audit Action Plan implemented d | 2018/2019 Audit Action Plan implemented d     |

**KPA 4 MUNICIPAL TRANSFORMATION & DEVELOPMENT = 20 %**

| STRATEGIC OBJECTIVE | KEY PERFORMANCE INDICATOR | INDICATOR CODE | ANNUAL TARGET | WEIGHT            | AUDIT EVIDENCE REQUIRED | REPORT ACHIEVEMENTS – Indicate if target met or not met by X (with reference to supporting documentation) | DCS SCOR E        | PANEL SCORE 1-5 |
|---------------------|---------------------------|----------------|---------------|-------------------|-------------------------|---|-------------------|-----------------|
|                     |                           |                |               | QUARTER 1 TARGETS | QUARTER 2 TARGETS       | QUARTER 3 TARGETS   | QUARTER 4 TARGETS |                 |
|                     |                           |                |               |                   |                         |   |                   |                 |

|   |  |                    |  |    |  |   |  |   |
|---|--|--------------------|--|----|--|---|--|---|
| To develop the skills of the workforce by June 2019   | Number of Performance and Accountability Agreements signed and implemented         | 4_41_41.1_P0<br>85 | 6 Performance and 12 Accountability Agreements signed and implemented by 30 June 2020                    | 4% | 6 Performance and 12 Accountability Agreements signed, Quarter 4 Performance Reviews facilitated | Quarter 1 Performance e Assessments facilitated   | Quarter 2 Performance Assessments facilitated  | Quarter 3 Performance e Assessments facilitated   |
| To ensure a developmentally oriented planning institution in line with requirements of local government laws and regulations by June 2020 | IDP/PMS and Budget process plan reviewed and implemented                           | 4_54_54.1_P1<br>05 | IDP/PMS & Budget Process Plan 2020/2021 reviewed and Implemented by 30 June 2020                         | 4% | Approved Process Plan,Council Resolution   | IDP/PMS & Budget Process Plan implemented   | IDP/PMS & Budget Process Plan implemented  | IDP/PMS & Budget Process Plan implemented   |
| To ensure a developmentally oriented planning institution in line with requirements of local government laws and regulations by June 2020 | Number of IDP documents developed and submitted to Council structures for approval | 4_54_54.2_P1<br>06 | 1 IDP reviewed and submitted to Council structures for approval by 30 June 2020                          | 4% | 1 Reviewed IDP, Council Resolution   | Draft Reviewed Situational Analysis Report developed and presented to Council Structures for noting | Draft Reviewed IDP developed and submitted to Council Structures for noting            | Final Draft Reviewed IDP submitted to Council Structures for noting and Council               |
| To ensure a developmentally oriented planning institution in line with requirements of local government laws and regulations by June 2020 | Number of Annual reports developed, approved by Council and published              | 4_55_55.1_P1<br>07 | 1 Annual Report for 2018/2019 developed, submitted to Council for approval and published by 30 June 2020 | 4% | Annual Report, Council Resolution on approved annual report                                      | 1 Draft Annual Report 2018/2019 developed and submitted to Council Structures and AG for compliance | Draft Annual Report 2018/2019 submitted to Council Structures and Council for approval | Schedule on the Preparation of Annual Report prepared and circulated to relevant stakeholders |
|   | Reviewed Performance   | 4_55_55.2_P1<br>08 | Reviewed Performance Management Framework,   | %  | Quarterly Reports  | 4th Quarter Performance   | 1st Quarter Performance  | 2019/2020 Mid Year Performance  |
|   |  |                    |  |    |  |   | 3rd Quarter Performance  |   |

|  |   |   |  |  |   |  |
|--|---|---|--|--|---|--|
|  | Management Framework, Policy and Procedure Manual implemented | Policy and Procedure Manual Implemented by 30 June 2020 | Report prepared and submitted to Council Structures for noting | e Report prepared and submitted to Council Structures for noting | Report prepared and submitted to Council for noting and publicized, Draft SDBIP 2020/2021 developed and submitted to Council for noting | e Report prepared and submitted to Council Structures for noting |
|--|---|---|--|--|---|--|

**KPA5 - FINANCIAL VIABILITY AND MANAGEMENT = 10 %**

| STRATEGIC OBJECTIVE  | KEY PERFORMANCE INDICATOR  | INDICATOR CODE         | ANNUAL TARGET  | WEIGHT | AUDIT EVIDENCE REQUIRED              | REPORT ACHIEVEMENTS – indicate target met or not met by X (with reference to supporting documentation) |  |  |  | DCS SCORE 1-5  | PANEL SCORE 1-5 |
|--|--|------------------------|--|--------|--------------------------------------|--|--|--|--|----------------|-----------------|
|  |  |                        |  |        |                                      | QUARTER 1 TARGETS  | QUARTER 2 TARGETS  | QUARTER 3 TARGETS  | QUARTER 4 TARGETS  |                |                 |
| Development of comprehensive audit action plan and tightening of internal controls and their implementation inclusive of general controls. | 100% submission of Directorate information requested by AG for the 2018/2019 and 2019/2020 audit | 5_57_5<br>7.2_P11<br>3 | 100% submission of Directorate information requested by AG for the 2018/2019 and 2019/2020 audit | 5%     | Information requested by AG provided | 100% submission of Directorate information requested by AG for the 2018/2019 and 2019/2020 audit       | 100% submission of Directorate information requested by AG for the 2018/2019 and 2019/2020 audit | 100% submission of Directorate information requested by AG for the 2018/2019 and 2019/2020 audit | 100% submission of Directorate information requested by AG for the 2018/2019 and 2019/2020 audit | Not Applicable |                 |
|  |  |                        |  |        |                                      |  |  |  |  |                |                 |

|  |  |                        |  |         |                                     |                |                |  |  |
|--|--|------------------------|--|---------|-------------------------------------|----------------|----------------|--|--|
| To improve compliance and adherence to MFMA legislation. | Submit Directorate inputs towards 2019/2020 adjustment budget to BTO | 5_57_5<br>7.4_P11<br>5 | Submit Directorate inputs towards 2019/2020 adjustment budget to BTO | 2%<br>0 | 19/20 Directorate adjustment budget | Not Applicable | Not Applicable | Submit Directorate inputs towards 2019/2020 adjustment budget to BTO | Submit Directorate inputs towards 2019/2020 adjustment budget to BTO |
|  | 2020/2021 PEDTA Budget inputs submitted to BTO                       | 5_57_5<br>7.1_P11<br>6 | 2020/2021 PEDTA Budget inputs submitted to BTO by 30 June 2020       | 3%      | Council Resolution approving budget | Not Applicable | Not Applicable | 2020/2021 PEDTA Budget inputs submitted to BTO                       | 2020/2021 PEDTA Budget inputs submitted to BTO                       |

## 5. CORE COMPETENCY REQUIREMENTS FOR THE DIRECTOR: PEDTA

The ratings attached to this section will impact on the final performance score and will assist in identifying areas of development for inclusion in the Personal Development Plan for addressing developmental gaps

| CORE MANAGEMENT COMPETENCIES           | DESCRIPTION / DEFINITION   | GENERIC STANDARD FOR FULLY EFFECTIVE PERFORMANCE  | WEIGHT | RATING 1-5 |
|--|--|---|--------|------------|
| 1. Strategic Capability and Leadership | Provides vision, sets direction for the municipality and inspire others in order to deliver on the municipality's mandate. | <ul style="list-style-type: none"> <li>Understands the municipality's strategic initiatives, but weak in inspiring others to achieve the set objectives;</li> <li>describes how specific tasks link to municipality's strategies, but experiences difficulty in putting the links into practice;</li> <li>aligns and prioritises own action plans to municipality's strategies but has limited influence in determining the strategic direction;</li> <li>demonstrates commitment through actions, and</li> </ul> | 15%    |            |

|                                     |   |  |     |
|-------------------------------------|---|--|-----|
|                                     |   | <ul style="list-style-type: none"> <li>Requires support for defining performance measures to evaluate the success of strategies.</li> </ul>  |     |
| 2. Programme and Project Management | Plans, manages, monitors and evaluates specific activities in order to ensure that policies are implemented and that Local Government objectives are achieved | <ul style="list-style-type: none"> <li>Commences project after council approval;</li> <li>understands procedures of project management, its implications and the importance of stakeholder involvement;</li> <li>understands the outcome of the project in relation to municipality's goals;</li> <li>possesses basic project management skills;</li> <li>documents and communicates issues and risks associated with own work;</li> <li>uses results of other successfully completed projects as points of reference; and</li> <li>Applies existing policies in own field of work.</li> </ul>   | 15% |
| 3. Financial Management             | Comply with requirements for the accounting officer of the municipality as prescribed in the Municipal Finance Management Act No 56 of 2003.                  | <ul style="list-style-type: none"> <li>Articulates basic financial concepts and techniques as they relate to municipal processes and tasks (e.g. performance budgeting and value for money);</li> <li>is familiar with the different sources of financial data, reporting mechanisms and financial processes and systems;</li> <li>understands importance of financial accountability;</li> <li>understands the necessity for asset control;</li> <li>recognises key expenditure and financial accounting and reporting concepts;</li> <li>performs key financial management processes (expenditure, accounting and reporting) with guidance / direction;</li> <li>tracks and measures actual expenditure against budget; and</li> <li>understands the role of an audit function.</li> </ul> | 15% |
| 4. Change Management                | Initiate and support municipal transformation and change in order to implement new initiatives successfully and deliver on service delivery commitments.      | <ul style="list-style-type: none"> <li>Communicates status, benefits and issues relating to change;</li> <li>identifies gaps between the current and the desired situation and reasons for resistance to change;</li> <li>accepts and successfully performs a supporting role in the change effort;</li> <li>identifies the need for change;</li> </ul>  | 5%  |

|   |   |   |     |
|---|---|---|-----|
|   |   | <ul style="list-style-type: none"> <li>participates in change programmes and piloting of change initiatives; and</li> <li>understands the impact of change initiatives on the municipality within the broader political and social context.</li> </ul>  |     |
| <b>5. Knowledge Management</b>                  | Promotes the generation and sharing of knowledge and learning in order to enhance the collective knowledge of the municipality.                       | <ul style="list-style-type: none"> <li>Collects, categorises and tracks relevant information required for specific tasks and projects;</li> <li>analyses and interprets information to draw conclusions;</li> <li>seeks new sources of information to increase own knowledge base; and</li> <li>shares information and knowledge with co-workers.</li> </ul>  | 5%  |
| <b>6. Service Delivery Innovation (SDI)</b>     | Explores and implements new ways of delivering services that contribute to the improvement of municipal processes in order to achieve municipal goals | <ul style="list-style-type: none"> <li>Recommends new ways of performing tasks within the municipality;</li> <li>identifies and seeks potential sources of new ideas and approaches to enhance service delivery;</li> <li>proposes simple remedial solutions to simple service delivery orientated problems; and</li> <li>listens to the ideas and perspectives of others and explores opportunities to enhance these ideas.</li> </ul>               | 10% |
| <b>7. Problem Solving and Analysis</b>          | Systematically identify, analyse and resolve existing and anticipated problems in order to reach optimum solutions in a timely manner                 | <ul style="list-style-type: none"> <li>Understands the basic steps in problem solving and analysis and solves basic problems using municipal guidelines;</li> <li>identifies when to solve problems independently and when to consult others for resolution beyond own authority;</li> <li>participates actively and constructively in problem solving discussions; and</li> <li>identifies and documents issues associated with problems.</li> </ul> | 5%  |
| <b>8. People and Diversity Management</b>       | Manage and encourage people, optimise their outputs and effectively manage relationships in order to achieve the municipality's goals                 | <ul style="list-style-type: none"> <li>Participates in team goal setting and problem solving;</li> <li>interacts and collaborates with diverse groups of people;</li> <li>understands team strengths, weaknesses and preferences; and</li> <li>is aware of the appropriate steps and guidelines for employee development and feedback, but not yet fully able to implement these.</li> </ul>  | 5%  |
| <b>9. Client Orientation and Customer Focus</b> | Deliver services effectively and efficiently in order to put the spirit   | <ul style="list-style-type: none"> <li>Acknowledges customers rights;</li> <li>applies customer knowledge to improve own organisation or department;</li> </ul>   | 5%  |

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|   |   |   |     |
|---|---|---|-----|
|   | of customer service (Batho Pele) into practice.   | <ul style="list-style-type: none"> <li>• maintains good relationship with customers and understands their priorities;</li> <li>• redirects queries to the most appropriate person / solution provider and follows through to ensure customer needs are met; and</li> <li>• understands and complies with the content and requirements of chapter 4 of the Municipal Systems Act.</li> </ul> |     |
| <b>10. Communication</b>                      | Exchange information and ideas in a clear and concise manner appropriate for the audience in order to explain, persuade, convince and influence others to achieve the desired outcomes. | <ul style="list-style-type: none"> <li>• Shows understanding for communication tools appropriate for the audience but needs assistance in utilizing them; expresses ideas in a clear and coherent manner but not always taking into account the needs of the audience; and assimilates information reasonably well.</li> </ul>  | 10% |
| <b>11. Accountability and Ethical Conduct</b> | Display and build the highest standards of ethical and moral conduct in order to promote confidence and trust in the Public Service   | <ul style="list-style-type: none"> <li>• Realizes the implications of not speaking and acting with integrity, but needs guidance in implementing these principles;</li> <li>• follows through on commitments under supervision; and</li> <li>• follows the rules and regulations of the organisation.</li> </ul>  | 10% |

**PERSONAL DEVELOPMENT PLAN****NAME: NKULULO MNTUYEDWA****JOB TITLE: DIRECTOR: EDTA****DATE: 8 JULY 2019**

EMPLOYEE NUMBER: 2104

DIRECTORATE: EDTA

| SKILLS / PERFORMANCE GAPS        | EXPECTED OUTCOMES   | SUGGESTED TRAINING AND/ OR DEVELOPMENT ACTIVITY | SUGGESTED MODE OF DELIVERY | SUGGESTED TIMEFRAMES | WORK OPPORTUNITY CREATED TO PRACTICE SKILL / DEVELOPMENT AREA | SUPPORT PERSON    |
|----------------------------------|---|---|----------------------------|----------------------|---|-------------------|
| PERFORMANCE MANAGEMENT           | Ability to interpret and cascade PMS Framework                                      | Formal training                                 | 1 week short course        | 1 week               |   | Municipal Manager |
| POLICY DEVELOPMENT               | To be able to develop policies in house   | Formal training                                 | 1 week short course        | 1 week               |   | Municipal Manager |
| FINANCIAL MANAGEMENT             | Ability to interpret Financial information and manage financial affairs of the Dept | Formal training                                 | Block attendance           | 1 year               |   | Municipal Manager |
| MASTERS IN PUBLIC ADMINISTRATION |   |   | Class attendance           | 2 years              |   | Municipal Manager |

**SIGNATURE: N. MNTUYEDWA  
DIRECTOR: PEDTA**  
**SIGNATURE: G.P DE JAGER  
ACTING MUNICIPAL MANAGER**