

PERFORMANCE AGREEMENT  
OF THE  
ACTING MUNICIPAL MANAGER:  
MR. N. MAAPE

PERFORMANCE AGREEMENT  
OF THE  
Acting Municipal Manager:  
Ms. G. MAGOLE



# PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN THE  
MADIBENG LOCAL MUNICIPALITY

**DULY REPRESENTED BY THE  
EXECUTIVE MAYOR**

**JOSTINAH MOTHIBE**

THE EMPLOYER

**MP. MOTLOGELWA**

THE ADMINISTRATOR

AND

**GRACE MAGOLE**

THE EMPLOYEE

FOR THE

**FINANCIAL YEAR:  
01 JULY 2019 – 30 JUNE 2020**



**ENTERED INTO BY AND BETWEEN:**

The Municipality herein represented by **Advocate Motlogelwa** as Administrator and respectively **J. MOTHIBE** in her capacity as the Executive Mayor (hereinafter referred to as the **Employer** or Supervisor))

And

**Ms. G. MAGOLE** as Employee of the Municipality (hereinafter referred to as the **Employee**).

**WHEREBY IT IS AGREED AS FOLLOWS:**

<b>1. Introduction</b>	<p>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".</p> <p>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.</p> <p>1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.</p> <p>1.4 The Parties wish to ensure that there is compliance with Sections 57 (4A), 57 (4B) and 57 (5) of the Systems Act.</p>
<b>2. Purpose of this Agreement</b>	<p>The purpose of this Agreement is to:</p> <p>2.1 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.</p> <p>2.2 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.</p> <p>2.3 Specify accountabilities as set out in a Performance Plan, which forms an Annexure to the Performance Agreement.</p> <p>2.4 Monitor and measure performance against set targeted outputs.</p> <p>2.5 Use the Performance Agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job.</p> <p>2.6 In the event of outstanding performance, to appropriately reward the employee.</p> <p>2.7 Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.</p>
<b>3. Commencement and duration</b>	<p>3.1 This Agreement will commence on 01 July 2019 and will remain in force until 30 June 2020 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.</p>



	<p>3.2 The parties will review the provisions of this Agreement during June each year. 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.</p> <p>3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.</p> <p>3.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.</p> <p>3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or Council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.</p>
<p><b>4. Performance Objectives</b></p>	<p>4.1 The Performance Plan (Annexure A) sets out-</p> <p>4.1.1 Key Performance Areas that the employee should focus on.</p> <p>4.1.2 Core competencies required from employees.</p> <p>4.1.3 The performance objectives, key performance indicators and targets that must be met by the Employee.</p> <p>4.1.4 The time frames within which those performance objectives and targets must be met.</p> <p>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:</p> <p>4.2.1 The strategic objectives describe the strategic intent of the organization that needs to be achieved.</p> <p>4.2.2 The strategic performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.</p> <p>4.2.3 The target dates describe the timeframe in which the work must be achieved.</p> <p>4.2.4 The weightings show the relative importance of the key performance areas, key objectives, and key performance indicators to each other.</p>
<p><b>5. Performance Management System</b></p>	<p>5.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employee, management and municipal staff of the Employer.</p> <p>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.</p> <p>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.</p>



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.

5.6 The Employee's assessment will be based on his/her 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 (KPA's)	Weighting
Basic Service Delivery and Infrastructure Development	35%
Local Economic Development	6%
Municipal Transformation and Organisational Development	13%
Good Governance and Public Participation	30%
Municipal Financial Viability and Management	10%
Spatial Rationale and Transformation	6%
<b>Total</b>	<b>100%</b>

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

5.8 The Core Competencies Program will make up the other 20% of the Employee's assessment score. The competencies as prescribed by Regulation 21 of 2014 (Annexure A) and the applicable weightings out of 100% are indicated below:

Competencies	Components	Weighting % (total 100%)
<b>Leading competencies</b>		
Strategic Direction and Leadership	<ul style="list-style-type: none"> <li>• Impact and Influence</li> <li>• Institutional Performance Management</li> <li>• Strategic Planning and Management</li> <li>• Organisational Awareness</li> </ul>	15%
People Management	<ul style="list-style-type: none"> <li>• Human Capital Planning and Development</li> <li>• Diversity Management</li> <li>• Employee Relations Management</li> <li>• Negotiation and dispute Management</li> </ul>	10%



	Programme and Project Management	<ul style="list-style-type: none"> <li>• Programme and Project Planning and Implementation</li> <li>• Service Delivery Management</li> <li>• Programme and Project Monitoring and Evaluation</li> </ul>	15%	
	Financial Management	<ul style="list-style-type: none"> <li>• Budget Planning and Execution</li> <li>• Financial Strategy and Delivery</li> <li>• Financial Reporting and Monitoring</li> </ul>	10%	
	Change Leadership	<ul style="list-style-type: none"> <li>• Change Vision and Strategy</li> <li>• Process Design and improvement</li> <li>• Change Impact Monitoring and Evaluation</li> </ul>	10%	
	Governance Leadership	<ul style="list-style-type: none"> <li>• Policy Formulation</li> <li>• Risk and Compliance management</li> <li>• Cooperative Governance</li> </ul>	10%	
	<b>Core Competencies</b>			
	Moral competence			5%
	Planning and Organising			5%
	Analysis and Innovation			5%
	Knowledge and Information Management			5%
	Communication			5%
	Results and Quality Focus			5%
	<b>TOTAL WEIGHTING:</b>			<b>100%</b>
<b>6. Evaluating Performance</b>	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 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 automatically. These scores are carried over to the applicable employee's performance plan. During assessment, the employee has a chance to submit evidence of performance where a disagreement.		



(c) The applicable assessment ratings and scores will calculate a final KPA score.  
 6.5.2 Assessment of the Competencies:

- (a) Each Competency 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 Competency.
- (c) This rating should be multiplied by the weighting given to each Competency during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final Competency score.

6.5.3 Overall rating:

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcomes of the various weighted ratings contained in the performance Plan which represents the outcome of the performance appraisal.

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

Rating	Terminology	Description	% Score
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level.	167
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job.	133 - 166
3	Fully effective	Performance fully meets the standards expected in all areas of the job.	100 - 132
2	Performance 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.	67 - 99
1	Unacceptable performance	Performance does not meet the standard expected for the job. 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.	0 - 66

6.7 For the purpose of evaluating the performance of the municipal manager, an evaluation panel constituted of the following persons must be established-



	<p>6.7.1 Executive Mayor  6.7.2 Chairperson of the performance audit committee  6.7.3 Member of the executive committee  6.7.4 Mayor or Municipal manager from another municipality</p> <p>6.8 The Deputy Director Strategic Planning and Performance Monitoring &amp; Evaluation of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).</p>
<p><b>7. Schedule for Performance Reviews</b></p>	<p>7.1 The performance of each Employee in relation to his/her 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:</p> <p style="padding-left: 40px;"> <b>First quarter</b> : July – September 2019 (October 2019)  <b>Second quarter</b> : October – December 2019 (January 2020)  <b>Third quarter</b> : January – March 2020 (April 2020)  <b>Fourth quarter</b> : April – June 2020 (July 2020) </p> <p>7.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.</p> <p>7.3 Performance feedback shall be based on the Employer’s assessment of the Employee’s performance.</p> <p>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.</p> <p>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.</p>
<p><b>8. Developmental Requirements</b></p>	<p>The Personal Development Plan (PDP) for addressing developmental gaps is attached as <b>Annexure B</b>.</p>
<p><b>9. Obligations of the Employer</b></p>	<p>9.1 The Employer shall:</p> <p>9.1.1 Create an enabling environment to facilitate effective performance by the employee.</p> <p>9.1.2 Provide access to skills development and capacity building opportunities.</p> <p>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.</p> <p>9.1.4 On the request of the Employee delegate such powers reasonably required by the Employee to enable him/her to meet the performance objectives and targets established in terms of this Agreement.</p> <p>9.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this Agreement.</p>
<p><b>10. Consultation</b></p>	<p>10.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others –</p>



	<p>10.1.1 A direct effect on the performance of any of the Employee's functions.</p> <p>10.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer.</p> <p>10.1.3 A substantial financial effect on the Employer.</p> <p>10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay.</p>																						
<p><b>11. Management of Evaluation Outcomes</b></p>	<p>11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.</p> <p>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:</p> <table border="1" data-bbox="620 871 1286 1267"> <thead> <tr> <th>% Rating Over Performance</th> <th>% Bonus</th> </tr> </thead> <tbody> <tr> <td>130 - 133.8</td> <td>5%</td> </tr> <tr> <td>133.9 – 137.6</td> <td>6%</td> </tr> <tr> <td>137.7 – 141.4</td> <td>7%</td> </tr> <tr> <td>141.5 - 145.2</td> <td>8%</td> </tr> <tr> <td>145.3 – 149</td> <td>9%</td> </tr> <tr> <td>150 – 153.4</td> <td>10%</td> </tr> <tr> <td>153.5 – 156.8</td> <td>11%</td> </tr> <tr> <td>156.9 – 160.2</td> <td>12%</td> </tr> <tr> <td>160.2 – 163.6</td> <td>13%</td> </tr> <tr> <td>163.7 – 167</td> <td>14%</td> </tr> </tbody> </table> <p>11.3 In the case of unacceptable performance, the Employer shall:</p> <p>11.3.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance.</p> <p>11.3.2 After appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.</p>	% 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%
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160.2 – 163.6	13%																						
163.7 – 167	14%																						
<p><b>12. Dispute Resolution</b></p>	<p>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, whose decision shall be final and binding on both parties. The decision of the mediator (MEC) shall be final and binding on both parties whose decision shall be final and binding on both parties.</p> <p>12.2 Any disputes about the outcome of the employee's performance evaluation, must be mediated by MEC for local government in the province, within thirty (30) days of receipt of a formal dispute from the employee. The decision of the mediator shall be final and binding on both parties whose decision shall be final and binding on both parties.</p>																						



**13. General**

13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.


13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.


13.3 The performance assessment results of the 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.


**14. Signatures**

Thus done and signed at BRITS on this 30 day of JULY 2019.

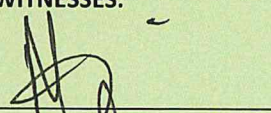
**AS WITNESSES:**

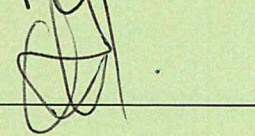
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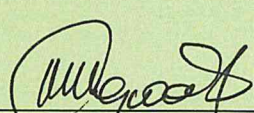
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ACTING MUNICIPAL MANAGER

**AS WITNESSES:**

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

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

  
EXECUTIVE MAYOR

  
THE ADMINISTRATOR  
30 July 2019

**ANNEXURE A**

**PERFORMANCE PLAN**

**FOR**

**Ms. GRACE MAGOLE**

**Acting: Municipal Manager**



## **Content**

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  - 3.1. Key Performance Areas (KPA)s, and**
  - 3.2. Core Competency Requirements (CCRs).**
- 4 Declaration Statement for Measurement.**
- 5 Signatories**



## 1. Purpose of the Agreement

This Performance Plan outlines Council's expectations on the performance specifically assigned targets by the Director: Community Development. The Performance Plan detailed hereunder is in fulfillment of the requirements of Section 56 of the Local Government: Municipal Systems Act, Act No. 32 of 2000 as amended, and is informed by the Integrated Development Plan (IDP), Annual Budget and Service Delivery Implementation Plan (SDBIP) respectively of the Municipality for the 2019/20 Financial Year.

## 2. Responsibilities of the Municipal Manager

The Municipal Manager in her capacity as Head of the Administration is responsible for the following:

- Provide ethically correct advice to the Executive Mayor and Council;
- Ensure implementation of Council Policies and resolutions;
- Provide vision, set direction for the municipality and inspire others to deliver on the mandate of the municipality.
- To ensure compliance with the Municipal Finance Management Act No 55 of 2003 and all other relevant legislation.
- Initiate and support municipal transformation.
- Explore and implement new ways of delivering services.
- Render strategic leadership during development, implementation and monitoring of the integrated Development plan and performance management System
- Communicate effectively with all stakeholders.
- Display and build the highest standards of ethical and moral conduct.
- Ensure accountability for municipal transformation and organization development, basic service delivery, local economic development, municipal financial viability and management and good governance and public participation.
- Represent the municipality at Provincial and National Forums.

### ***The Municipal Manager in her capacity as the Accounting Officer is responsible for the following:***

- *Management of financial Administration of the Municipality, and must for this purpose take all reasonable steps to ensure that the resources of the Municipality are used efficiently, effectively, economically and transparently.*
- *Management of Assets and liabilities on behalf of the municipality.*
- *Management of Supply Chain as relates to demand management, procurement of goods and services in line with relevant policies and legislation.*
- *Budget Management, which includes budget formulation and implementation in line with adopted priorities in the IDP.*



### 3. Scorecard

#### 3.1. Ker Performance Areas (KPA's)

STRATEGIC GOAL	KEY PERFORMANCE INDICATOR	KPI WEIGHTS	BUDGET	BASELINE	2019/20 ANNUAL TARGET	QUARTERLY PERFORMANCE TARGETS				PORTFOLIO OF EVIDENCE (POE)	Responsible Person
						1 <sup>ST</sup> QUARTER PERFORMANCE TARGETS	2 <sup>ND</sup> QUARTER PERFORMANCE TARGETS	3 <sup>RD</sup> QUARTER PERFORMANCE TARGETS	4 <sup>TH</sup> QUARTER PERFORMANCE TARGETS		
<b>KEY PERFORMANCE AREA: BASIC SERVICE DELIVERY AND INFRASTRUCTURE DEVELOPMENT</b>											
Provision of access to basic level of electricity	<u>MM:1</u> Increase in number of households with access to basic level of electricity by 30 June 2020 KPI:24	6	0	New	5 015 households with access to basic level of electricity by 30 June 2020	1253	2506	3759	5015	Progress Report access basic level electricity, newly opened accounts, Proof of installation of electricity meters	Director ITS
Provision of access to basic level of water	<u>MM:2</u> Increase in number of households with access to basic level of water by 30 June 2020 KPI:25	7	126200	New	1 500 households with access to basic level of water by June 2020	375	750	1 125	1 500	Progress Report on access level of water.	Director ITS
Provision of access to basic level of sanitation	<u>MM:3</u> Increase in number of households with access to basic level of sanitation by 30 June 2020 KPI:26	7	48810	500	500 household with access to basic level of sanitation by June 2020	N/A	100	200	200	Progress newly opened accounts, Proof of installation of electricity meters s Report	Director ITS



STRATEGIC GOAL	KEY PERFORMANCE INDICATOR	KPI WEIGHTS	BUDGET	BASELINE	2019/20 ANNUAL TARGET	QUARTERLY PERFORMANCE TARGETS				PORTFOLIO OF EVIDENCE (POE)	Responsible Person
						1 <sup>ST</sup> QUARTER PERFORMANCE TARGETS	2 <sup>ND</sup> QUARTER PERFORMANCE TARGETS	3 <sup>RD</sup> QUARTER PERFORMANCE TARGETS	4 <sup>TH</sup> QUARTER PERFORMANCE TARGETS		
Increased provision of waste management services in line with the waste management services norms and standards	<u>MM:4</u> Increase in number of households with access to refuse removals services	5	0	73 400	1000 of households with access to refuse removal services by June 2020	250 (73 400)	500 (73 400)	750 (73 400)	1000 (73 400)	Monthly Reports, MSCOA Print outs and list of households	Director CS
	KPI:32										
	<u>MM:5</u> Number of Integrated Waste Management plan reviewed and adopted by Council KPI:34	6	0	1	1 Integrated Waste Management plan reviewed by June 2020	N/A	N/A	N/A	1	Copy of Integrated Waste Management Plan and Council resolution	Director CS
	<u>MM:6</u> % of disaster incidents responded to, as a proportion of requests received	4	0	100%	100% of disaster incidents responded to, as a proportion of requests received by June 2020	100%	100%	100%	100%	Quarterly incidents report + Worksheet	Director PSFFM
	KPI:38										
<b>KEY PERFORMANCE AREA :LOCAL ECONOMIC DEVELOPMENT</b>											
Increase EPWP job opportunities	<u>MM:7</u> Number of jobs created through LED initiatives, EPWP, CWP and capital projects by 30 June 2020	4	0	1075	1200 jobs created through LED initiatives, by 30 June 2020	1000	1080	1140	1200	Signed report on jobs created through LED initiatives. Appointment letters/Contracts	Director LED



STRATEGIC GOAL	KEY PERFORMANCE INDICATOR	KPI WEIGHTS	BUDGET	BASELINE	2019/20 ANNUAL TARGET	QUARTERLY PERFORMANCE TARGETS				PORTFOLIO OF EVIDENCE (POE)	Responsible Person
						1 <sup>ST</sup> QUARTER PERFORMANCE TARGETS	2 <sup>ND</sup> QUARTER PERFORMANCE TARGETS	3 <sup>RD</sup> QUARTER PERFORMANCE TARGETS	4 <sup>TH</sup> QUARTER PERFORMANCE TARGETS		
Adherence to Street Trading Bylaws	KPI:42 MM:8 Number of Street Trading Bylaws Reviewed KPI:43	2	0	1	1 street trading bylaws reviewed by 30 June 2020	N/A	N/A	N/A	1	Reviewed Street Trading Bylaws and Council resolution	Director LED
<b>KEY PERFORMANCE AREA: TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT</b>											
Review of 5 year IDP document	MM:9 Number of 2020/21 IDP Reviewed submitted to council	6	0	2019-2020 reviewed IDP	2020/21 IDP reviewed by 30 June 2020	N/A	N/A	N/A	Draft 2020/21 IDP review	Reviewed 2020/21 IDP and Council resolution	Deputy Director SPM&E
Submit the Mid-year S72 report to the Mayor	MM:10 No. of Mid-year budget and Performance assessment reports submitted to the Executive Mayor, Provincial Treasury and National treasury	7	0	1	1 Mid-year budget and performance assessment report submitted by 25 Jan 2020	N/A	N/A	N/A	1	Copy of Mid-year budget and Performance assessment report + Proof of Submissions	Deputy Director SPM&E
<b>KEY PERFORMANCE AREA: GOOD GOVERNANCE AND PUBLIC PARTICIPATION</b>											
Improved Good Governance systems	MM:11 Number of 2018/19 Oversight	5	0	2017/18 Final Annual report	1 X Final 18/19 Oversight compiled and tabled to	Submission of the draft Annual Report	N/A	N/A	Tabling of the Oversight report on the	Copy of the 2018/19 Oversight report	Deputy Director SPM&E



STRATEGIC GOAL	KEY PERFORMANCE INDICATOR	KPI WEIGHTS	BUDGET	BASELINE	2019/20 ANNUAL TARGET	QUARTERLY PERFORMANCE TARGETS				PORTFOLIO OF EVIDENCE (POE)	Responsible Person
						1 <sup>ST</sup> QUARTER PERFORMANCE TARGETS	2 <sup>ND</sup> QUARTER PERFORMANCE TARGETS	3 <sup>RD</sup> QUARTER PERFORMANCE TARGETS	4 <sup>TH</sup> QUARTER PERFORMANCE TARGETS		
	compiled and tabled to Council for approval by May 2020				Council for approval by May 2020	to AGSA by 30 August 2020		Final 2018/19 annual report		with Council Resolution	
Improved implementation of fraud prevention plans	MM:12 % of implemented fraud prevention plans	3	0	100%	100% of implemented fraud prevention plans by 30 June 2020	100%	100%	100%	100%	Quarterly Progress Report on the implementation of the Fraud Prevention Plan	Deputy Director SPM&E
Increased implementation of the Monitoring and Evaluation System	MM:13 Number of Sec 56 Performance reviews Conducted	2	0	New	4 section 54/56 performance assessment by 30 June 2020	1 x Formal Assessment	1 x Informal Assessment	2 x Formal Assessment	2 x Informal Assessment	Signed Performance assessed report	Deputy Director SPM&E
<b>KEY PERFORMANCE AREA: FINANCIAL VIABILITY AND MANAGEMENT</b>											
Submit the Annual Financial Statements to the Office of the Auditor-General	MM:14 Number of 2019/20 Annual Financial Statements compiled submitted to AGSA by 30 <del>June</del> <i>August</i> 2020  KPI:57	10	0	Final 2019/2020	1 AFS submitted by 31 August 2020	1	N/A	N/A	N/A	Copy of signed 2019/20 Annual Financial Statements and proof of submission to AG	CFO



STRATEGIC GOAL	KEY PERFORMANCE INDICATOR	KPI WEIGHTS	BUDGET	BASELINE	2019/20 ANNUAL TARGET	QUARTERLY PERFORMANCE TARGETS				PORTFOLIO OF EVIDENCE (POE)	Responsible Person
						1 <sup>ST</sup> QUARTER PERFORMANCE TARGETS	2 <sup>ND</sup> QUARTER PERFORMANCE TARGETS	3 <sup>RD</sup> QUARTER PERFORMANCE TARGETS	4 <sup>TH</sup> QUARTER PERFORMANCE TARGETS		
Unqualified Audit Opinion achieved (Annual)	<u>MM:15</u> Unqualified Audit opinion	5	0	Qualified Audit opinion achieved	N/A	N/A	Audit opinion	N/A	N/A	Annual Financial statement and Annual Report	CFO
Ensure financial sustainability	<u>MM:16</u> Revenue collected as a % of amount billed for the year by 30 June 2020	6	0	95%	95% of revenue collected as a % amount of billed by June 2020	75%	80%	93%	95%	Monthly financial report (MFMA 71)	CFO
Improved Revenue Management	<u>MM:17</u> % of total operating budget revenue raised KPI:55	5	0	98%	95% of total operating budget revenue raised by 30 June 2020	25%	49%	60%	95%	Monthly financial report (MFMA 71)	CFO
Improve quality of life through sports and recreation initiatives	<u>MM:18</u> % of approved Capital Budget spent KPI:60	4	0	100%	100% of approved capital budget spent 30 June 2020	100%	100%	100%	100%	BTO Expenditure report	
<b>NATIONAL KEY PERFORMANCE AREA: SPATIAL RATIONALE</b>											
Land Use applications processed	<u>MM:19</u> Percentage compliant of land Use applications processed and approved	4	0	100%	100% of land Use applications processed by 30 June 2020	100%	100%	100%	100%	Signed land use applicant register	Director PHS



STRATEGIC GOAL	KEY PERFORMANCE INDICATOR	KPI WEIGHTS	BUDGET	BASELINE	2019/20 ANNUAL TARGET	QUARTERLY PERFORMANCE TARGETS				PORTFOLIO OF EVIDENCE (POE)	Responsible Person
						1 <sup>ST</sup> QUARTER PERFORMANCE TARGETS	2 <sup>ND</sup> QUARTER PERFORMANCE TARGETS	3 <sup>RD</sup> QUARTER PERFORMANCE TARGETS	4 <sup>TH</sup> QUARTER PERFORMANCE TARGETS		
Monitoring and assessment of building constructions	<b>MM:20</b> No of days taken to assess compliant of building plans within legislative requirements from date of submission by June 2020	2	0	30	days taken to assess compliant of building plans within legislative requirements by June 2020	30 Days	30 Days	30 Days	30 Days	Spreadsheet + register + signed report	Director PHS



### 3.2. Core Competency Requirements (CCRs)

Competency	Driving Competency	Driving Competency Weight	Total Competency Weight
<b>LEADING COMPETENCIES (70 %)</b>			
Strategic Direction	Impact and Influence	3	15
	Institutional Performances Management	4	
	Strategic Planning and Management	5	
	Organizational Awareness	3	
People Management	Human Capital Planning and Development	4	10
	Diversity Management	2	
	Employee Relations Management	2	
	Negotiations and Dispute Management	2	
Program and Project Management	Program and Project Planning and Implementation	5	15
	Service Delivery and Delivery	5	
	Programme and Project monitoring and Evaluations	5	
Financial Management	Budget Planning and Execution	4	10
	Financial Strategy and Delivery	2	
	Financial Reporting and Monitoring	4	
Change Leadership	Change vision and Strategy	4	10
	Process Design and Improvement	2	
	Change Impact Monitoring & Evaluation	4	
Governance Leadership	Policy Formulation	4	10
	Risk and Compliance Management	3	
	Cooperative Governance	3	

Competency	Driving Competency	Driving Competency Weight	Total Competency Weight
<b>LEADING COMPETENCIES (70 %)</b>			
<b>CORE COMPETENCIES (30%)</b>			
Moral Competence		5	5
Planning and Organizing		5	5
Analysis and Innovation		5	5
Knowledge & Information Management		5	5
Communication		5	5
Results and Quality Focus		5	5
<b>TOTAL WEIGHTINGS</b>		100%	



**4. Declaration Statement for Measures**

The Acting Municipal Manager: hereby declares to be fully aware of the contents of this Performance Plan, and to do all that is legally possible to achieve the intended results and to be held accountable for work done in the Department. The Director also acknowledged that she will be held accountable for the work performed by the Units within the Department's jurisdictional operations.

**5. Signatories**

Signature of the Employee:  .....

Signed and accepted by (full names): MASEKHE G. MACOLE (Designation): ACTING MUNICIPAL MANAGER, duly representing the Madibeng Local Municipality " the Employee"

Date: 30 July - 2019 .....

Signature of Employer : .....

Signed and accepted by (full names): ..... (Designation): ....., the employee of the Madibeng Local Municipality " the Employer"

Date: 30 July - 2019 .....

Signature of Employer :  .....

Signed and accepted by (full names): MOTLALEPULA M. MPHAHLELE (Designation): ADMINISTRATOR ....., the employee of the Madibeng Local Municipality " the Employer"

Date: 30 July 2019 .....

# ANNEXURE B

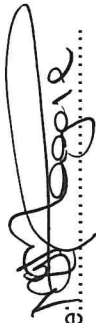
## PERSONAL DEVELOPMENT PLAN

SURNAME: MACOLE ..... NAME (S): MASERENE GRACE ..... EMPLOYEE CODE: .....  
 DEPARTMENT: OFFICE OF THE MUNICIPAL MANAGER ..... DESIGNATION: ACTING MUNICIPAL MANAGER .....  
 CURRENT QUALIFICATIONS: B.A HONS. PUBLIC ADMINISTRATION .....

### AREAS OF INTERVENTIONS

Financial Year	Learning Goals/Objectives	Skills, Knowledge or Experience	Development Initiatives (Training, Mentoring, Coaching, Guidance and Instruction). Identify specific learning Programmes or courses	Estimated Costs	Duration
2019/20	Strategic Management	PUBLIC ADMINISTRATION	MASTERS IN PUBLIC ADMINISTRATION	R35 000.00	12 MONTHS





Signature of the Employee:.....

Signed and accepted by (full names): MAGSEREHE G. MPHAHLELE (Designation): ACTING MUNICIPAL MANAGER, duly representing the Madibeng Local Municipality "the Employee"

Date: 30 July - 2019



Signature of Employer:.....

Signed and accepted by (full names): JUSTINA MOTSHABE (Designation): EXECUTIVE MAJOR, the employee of the Madibeng Local Municipality "the Employer"

Date: 30 July 2019



Signature of Employer:.....

Signed and accepted by (full names): MOTLOGELWA M.P. (Designation): ADMINISTRATOR, the employee of the Madibeng Local Municipality "the Employer"

Date: 30 July 2019

***ANNEXURE C***



***FINANCIAL DISCLOSURE  
FORM***

**MADIBENG LOCAL MUNICIPALITY**

**GRACE MAGOLE**

**FOR THE**

**FINANCIAL YEAR:  
1 JULY 2019 - 30 JUNE 2020**

*Strictly Confidential*



I, the undersigned (surname and initials) MAGOLE M.C

(Postal address) 1497 MECKHOUT STREET MAGALIESBURG  
COUNTRY ESTATE

(Residential address) SAME AS POSTAL ADDRESS

(Position held) ACTING MUNICIPAL MANAGER

(Name of Municipality) MADIBENG LOCAL MUNICIPALITY

Tel: (012) 318 9501 Fax: -

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

1. Shares, securities and other financial interests (Not bank accounts with financial institutions.)

Number of shares/Extent of financial interests	Nature	Nominal Value	Name of Company/Entity
NONE	NONE	NONE	NONE

2. Interest in a trust

Name of trust	Amount of Remuneration / Income
NONE	NONE

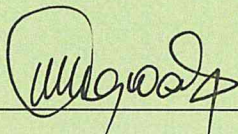
3. Membership, directorships and partnerships

Name of corporate entity, partnership or firm	Type of business	Amount of Remuneration/ Income
NONE	NONE	NONE

4. Remunerated work outside the Municipality (Must be sanctioned by Council)

Name of Employer	Type of Work	Amount of remuneration/ Income
PRIVATE	RENTAL INCOME	R10 000.00 month
—	—	—

CONFIDENTIAL

Signature by the Executive Mayor:  Date 30-Jul-2019

5. Consultancies, Retainerships and Relationships



Name of client	Nature	Type of business activity	Value of any benefits received
NONE	NONE	NONE	NONE

6. Subsidies, grants and sponsorships by any organisation

Source of assistance	Description of assistance	Value of assistance
NONE	NONE	NONE

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

Description	Value	Member
NONE	NONE	NONE

8. Land and property

Description	Extent	Area	Value
Residential	1100m <sup>2</sup>	Amandasig	±R3 million
Apartment	30m <sup>2</sup>	ALASIA	±R500 000
Apartment	80m <sup>2</sup>	ALASIA	±R500 000.
—	—	—	—

  
 GRACE MAGOLE  
 ACTING MUNICIPAL MANAGER

DATE: 2019.07.30