

PERFORMANCE AGREEMENT

Between

WITZENBERG MUNICIPALITY

("The Council")

Herein represented by the Executive Mayor, **Alderman H Smit**,

And

Mr David Nasson

("The Municipal Manager")

Financial Year 01 July 2023 – 30 June 2024

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1. RECORDAL

- 1.1. The Council and the Municipal Manager ("the parties") have entered into an Employment Contract ("the Employment Agreement").
- 1.2. The Employment Contract [read together with section 57 of the Local Government: Municipal Systems Act, 32 of 2000 ("the Systems Act")], provides for the parties to conclude a Performance Agreement within 90 days after appointment and after that by no later than 31 July of each year for the duration of the Employment Contract. Should the conclusion of the Performance Agreements not be completed by this date due to unforeseen circumstances, the parties may extend this date by mutual agreement.
- 1.3. The parties have taken into consideration the provisions of Chapter 6 of the Systems Act (sections 38 to 49) which deal with performance management, the Local Government: Municipal Planning and Performance Management Regulations, 2001 (published in Government Gazette No. 22602 of 24 August 2001), the Local Government: Municipal Performance Management Regulations for Municipal Managers, 2006 (published in Government Gazette No 29089 of 1 August 2006), and Regulation 21 of 17 January 2014.
- 1.4. The purpose of the Performance Agreement is to:
 - 1.4.1. 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;
 - 1.4.2. specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
 - 1.4.3. specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
 - 1.4.4. monitor and measure performance against set targeted outputs;
 - 1.4.5. use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
 - 1.4.6. in the event of outstanding performance, to appropriately reward the employee; and
 - 1.4.7. effect the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

1.5. The parties wish to record the terms of the Performance Agreement as they hereby do.

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2. PERFORMANCE MANAGEMENT FRAMEWORK

- 2.1. It is recorded that -
 - 2.1.1 The performance management framework utilized by the parties is a measurement tool for assessing an individual senior manager's contribution to his employer. It is the most significant component in the determination of the manager's performance bonus.
 - 2.1.2 The basis for the measurement will be derived by the Executive Mayor from the strategic priorities of Council, as depicted in its Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and any outcomes of strategic planning sessions of Council and the senior management team.
- 2.2 Annexed hereto marked "A" is the Performance Scorecard ("Plan") as agreed by the parties. It identifies the strategic aims, objectives, how the achievement of these objectives is to be measured, the proposed performance targets in respect of each objective, and the weighting, on a percentage basis, given to each strategic aim and/or objective. The Performance Scorecard may consists of two key components:
- 2.3 2.3.1 Annexure A: Part 1: Functional Objectives in terms of the five national municipal Key Performance Areas (80% weighting) and Annexure A: Part 11: Core Competency Requirements which identify certain generic managerial competencies (20%).

 2.3.2 Annexure B: Personal Development Plan if required.

3. DURATION

- 3.1. The Performance Agreement must be entered into for each financial year of the municipality, or part thereof.
- 3.2. The Performance Agreement will be deemed to have commenced on 1 July 2023 ("the commencement date") and shall govern the performance of the Municipal Manager in the period from the commencement date until 30 June 2024.
- 3.3. Notwithstanding the provisions of clause 3.1, the parties shall nevertheless remain bound by the provisions of this Performance Agreement until the employee has been paid his performance bonus in terms of clause 6 if allowed within the law and/or agreement.

- 3.4. The Municipal Manager must be employed for at least four months of this evaluation period in order to be considered for the payment of a prorata performance bonus in terms of this agreement.
- 3.5. The agreement will terminate on the termination of the employee's contract of employment.
- 3.6. If at any time during the validity of the agreement the work environment alters to the extent that the contents of the agreement are no longer appropriate, the contents may be revised by mutual agreement between the parties.

4. PERFORMANCE MANAGEMENT SYSTEM

- 4.1 The employee agrees to participate in the performance management framework or system that the employer adopts or introduces for the municipality.
- 4.2 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.
- 4.3 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.
- 4.4 The employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPAs) (including special projects relevant to the employee's responsibilities) within the local government framework.
- 4.5 The criteria upon which the performance of the employee must be assessed consist of two components, both of which must be contained in the performance agreement. The employee must be assessed against both components, with a weighting of 80: 20 allocated to the Key Performance Areas (KPAs) and the Leadership and Core Competency Requirements (LCCRs), respectively. Each area of assessment will be weighted and will contribute a specific part to the total score. KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.

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- 4.6 The employee's assessment will be based on his or her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee.
- 4.7 The Competencies will make up the other 20% of the Employee's assessment score. The Competencies are split into two groups, leading competencies that drive strategic intent and direction and core competencies which drive the execution of the leading competencies.

5. PERFORMANCE OBJECTIVES

- 5.1 The performance plan sets out:
 - (a) The performance objectives and targets that must be met by the employee:
 - (b) The time frames within which those performance objectives and targets must be met; and
 - (c) The competencies (Annexure B definitions in terms of Regulation 21 of 17 January 2014) required to operate effectively as senior managers in the local government environment.
- 5.2 The performance objectives and targets reflected in the performance plan 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 municipality, and shall include key objectives; key performance indicators; target dates and weightings.
- 5.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 5.4 The employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the employer's Integrated Development Plan.
- 5.5 The objectives set for the employee will be spread amongst the Key Performance Areas referred to in 4.5 to form 80% of the overall assessment. The content and weighting of these various objectives and the respective KPAs, as agreed between the employer and the employee, is documented in Appendix A. The 5 broad national KPA categories are:

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- 5.5.1 Basic Service Delivery (BSD)
- 5.5.2 Municipal Institutional Development and Transformation (MTID)
- 5.5.3 Local Economic Development (LED)
- 5.5.4 Municipal Financial Viability and Management (MFVM)
- 5.5.5 Good Governance and Public Participation (GGPP)

6. REVIEW OF PERFORMANCE

- 6.1 The Executive Mayor must initiate quarterly review and feedback sessions with the Municipal Manager during which progress on the objectives articulated in Appendix A will be reviewed and any potential obstacles to performance will be identified and corrective action agreed upon.
- 6.2 The performance of the employee in relation to his or her performance agreement must be reviewed on the following dates with the understanding that reviews in the third quarter may be verbal if performance is satisfactory:

| Quarter | Period | Review Date |
|-------------------------|--------------------|--------------------|
| 1st quarter | July - September | October 2023 |
| 2 nd quarter | October - December | January 2024 |
| 3 rd quarter | January – March | April 2024 |
| 4 th quarter | April - June | July 2024 |

- 6.3 The outcomes of the review session shall be documented and distributed to the employee after conclusion of the review session. This performance feedback must be based on the employer's assessment of the employee's performance, based on the objectives agreed upon and documented in Appendix A.
- 6.4 The employer must keep a record of the reviews and annual assessment meetings according to the regulations.
- 6.5 The employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented and/or amended as the case may be on agreement between both parties.
- 6.6 The employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented and/or amended as the case may be on agreement between both parties.

7. ASSESSMENT PROCESS

- 7.1 As soon as possible after the conclusion of the financial year, but in any event by no later than 31 January, or by such later date as may be agreed by the parties in writing, the Executive Mayor shall assess the performance and determine the score of the Municipal Manager in accordance with the assessment framework as set out in clause 2.1-2.2 above.
- 7.2 The performance assessment will take place solely on the basis of the Performance Scorecard as described in 2.2 above.
- 7.3 The performance plan sets out -
 - 7.3.1 The standards and procedures for evaluating the employee's performance; and
 - 7.3.2 The intervals for the evaluation of the employee's performance.
- 7.4 Despite the establishment of agreed intervals for evaluation, the employer may in addition review the employee's performance at any stage while the employment contract remains in force.
- 7.5 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 if so preferred.
- 7.6 The annual performance appraisal must involve:
 - 7.6.1 Assessment of the achievement of results as outlined in the performance plan:
 - 7.6.1.1 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.
 - 7.6.1.2 An indicative rating on the five-point scale should be provided for each KPA.
 - 7.6.1.3 The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

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7.6.2 Assessment of the CCRs:

- 7.6.2.1 Each CCR should be assessed according to the extent to which the specified standards have been met.
- 7.6.2.2 An indicative rating on the five-point scale should be provided for each CCR.
- 7.6.2.3 This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.
- 7.6.2.4 The applicable assessment-rating calculator must then be used to add the scores and calculate a final CCR score.
- 7.7 The overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.
- 7.8 The assessment of the performance of the employee will be based on the following rating scale for KPA's:

| Rating | Level | 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 | Performed significantly above expectations | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year. |
| 3 | Fully effective | Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan |

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| | | b b t the least the should be suited for the job in |
|---|--------------|---|
| 2 | Performance | > Performance is below the standard required for the job in |
| | not fully | key areas. |
| | effective | > 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 does not meet the standard expected for the |
| 1 | - | |
| | performance | job. |
| | | > The review/ assessment indicate 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 |
| | | of ability to bring performance up to the level expected in the |
| | | job despite management efforts to encourage improvement. |
| | | |

7.9 The assessment of the LCCR competencies will be based on the following rating scale:

| Achievement Levels | Score | Description |
|-----------------------|---------|---|
| Poor | 0 | Do not apply the basic concepts and methods to proof a basic understanding of local government operations and requires extensive supervision and development interventions. |
| Basic | 1 - 2 | Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention |
| Competent | 3 – 3,5 | Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses |
| Advanced | 4 | Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in- depth analyses |
| Superior | 5 | Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods |

- 7.10 The outcome of the performance assessment will be documented in a review report and the Executive Mayor will provide feedback to the Municipal Manager within 10 working days after the assessment.
- 7.11 The Municipal Manager shall be given the opportunity to respond to the report in writing within 10 working days after receipt of the report.
- 7.12 Should the Executive Mayor cease to hold this office during the assessment period, the parties hereby agree that an interim assessment

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will take place at least 5 working days prior to the Executive Mayor leaving this position. The parties hereby agree further that this assessment will carry a pro-rata weight in the annual assessment of the Municipal Manager, and that this specific provision will only be negated with the explicit consent of both parties.

8. THE ASSESSMENT PANEL

- 8.1 For purposes of evaluating the annual performance of the Municipal Manager, an evaluation panel constituted of the following persons must be established
 - 8.1.1 Executive Mayor;
 - 8.1.2 Municipal Manager from another municipality
 - 8.1.3 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
 - 8.1.4 Member of the Mayoral Committee (Portfolio Chairperson; and
 - 8.1.5 A Performance Management specialist appointed by the Executive Mayor to assist with the process.
- 8.2 The manager responsible for human resources of the municipality must provide secretariat services to the assessment panel.

9. DEVELOPMENTAL REQUIREMENTS

- 9.1 A personal development plan (PDP) for addressing developmental gaps may form part of the performance agreement.
- 9.2 Any developmental gaps, initiatives and/ or remedial actions identified at any time during the duration of this agreement, including during performance review sessions, may be documented on the PDP which may be attached as "Annexure B" hereto.

10. OBLIGATIONS OF THE EMPLOYER

- 10.1 The Employer must
 - 10.1.1 create an enabling environment to facilitate effective performance by the employee;
 - 10.1.2 provide access to skills development and capacity building opportunities;
 - 10.1.3 work collaboratively with the employee to solve problems and generate solutions to common problems that may impact on the performance of the employee;



- 10.1.4 on the request of the employee delegate such powers reasonably required by the employee to enable him or her to meet the performance objectives and targets established in terms of the agreement; and
- 10.1.5 make available to the employee such resources as the employee may reasonably require from time to time assisting him or she to meet the performance objectives and targets established in terms of the agreement.

11. CONSULTATION

- 11.1 The Employer agrees to consult the employee timeously where the exercising of the powers will have, amongst others:
 - a. a direct effect on the performance of any of the employee's functions:
 - b. commit the employee to implement or to give effect to a decision made by the employer; and
 - c. a substantial financial effect on the employer.
- 11.2 The employer agrees to inform the employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 above as soon as is practicable to enable the employee to take any necessary action without delay.

12. MANAGING OF ASSESSMENT OUTCOMES

12.1 Rewarding Performance

- 12.1.1 The evaluation of the employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance;
- 12.1.2 The payment of the performance bonus is determined by the performance score obtained during the 4th quarter and as informed by the quarterly performance assessments;

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12.1.3 The performance bonus will be awarded based on the following scheme:

| Perf | ormance Rating | Bonus Calculation |
|------------|-----------------------|----------------------|
| 0% - 45% | Poor Performance | 0% of Total Package |
| 46% - 55% | Average Performance | 5% of Total Package |
| 56% - 65% | Fair Performance | 8% of Total Package |
| 66% - 75% | Good Performance | 11% of Total Package |
| 76% - 100% | Excellent Performance | 14% of Total Package |

- 12.1.4 In the event of the Employee terminating his services during the validity period of this Agreement, the Employee's performance will be evaluated for the portion during which he was employed and he will be entitled to a pro-rata performance bonus based on his evaluated performance for the period of actual service;
- 12.1.5 The Employer will submit the total score of the annual assessment and of the Employee, to the Executive Mayor for purposes of recommending the bonus allocation.

12.2 Handling Poor Performance.

- 12.2.1 In the case of unacceptable performance, the employer shall
 - (a) Provide systematic remedial or developmental support to assist the employee to improve his or her performance; and
 - (b) If after appropriate performance counselling and guidance and/or support and reasonable time for improvement in performance, the performance does not improve, the employer may consider steps to terminate the employment of the employee on grounds of incapacity to carry out his or her duties.
- 12.2.2 Where the Executive Mayor is, at any time during the Municipal Manager's employment, not satisfied with the Municipal Manager's performance with respect to any matter dealt with in this Agreement, the Executive Mayor will define the nature of the performance problem and give notice to the Municipal Manager to attend a meeting to discuss the performance.
- During this meeting, the areas of concern will be pointed out by the Executive Mayor and agreement will be reached on the remedies to be taken to address the noted areas of concern.

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- Over and above the ad hoc discussions provided for in 12.2.2 above, the Review Process set out in clause 6 will be utilised to identify and address any performance problems noted.
- 12.2.5 If at any stage thereafter the Executive Mayor holds the view that the performance of the Municipal Manager is not satisfactory, the Municipality will, subject to compliance with applicable labour legislation, be entitled by notice in writing to terminate the Municipal Manager's employment in accordance with the employment contract of the Municipal Manager.

13. DISPUTE RESOLUTION

- 13.1 Any disputes about the nature and content of the employee's performance agreement, must be mediated by the Executive Mayor within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.
- 13.2 Any disputes about the outcome of the employee's performance evaluation, must be mediated by a member of the municipal Council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e), within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.
- 13.3 The provisions of this clause shall not derogate whatsoever from the rights of the Council in terms of the Employment Contract.

14. ALIGNMENT WITH MUNICIPAL PERFORMANCE MANAGEMENT REGULATIONS

- 14.1 The parties agree that the abovementioned regulations were used as a guideline in drafting this agreement, and at the time of conclusion of this agreement certain aspects prescribed in the regulations require further clarification from the MEC for Local Government and/ or the National Department of Local Government or court precedent.
- 14.2 In the absence of clarity on the interpretation of any prescriptions of this agreement, the parties agree that any deviations from the agreement in this regard will be by mutual consent and with the approval of the municipal Council or a delegated authority of Council.

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15. PROVISIONS OF THE EMPLOYMENT CONTRACT

The provisions of the Employment Contract *mutatis mutandis* apply to this Performance Agreement as if specifically incorporated herein.

| Signe | ed at Ceres on this the | day of June | 2023. |
|-------|--------------------------------|----------------------------------|-------|
| AS W | /ITNESSES: | | |
| 1. | Mokak | Mr D Nasson Municipal Manager | |
| Signe | ed at Ceres on this the | day of June | 2023. |
| AS W | /ITNESSES: | | |
| 1. | monkak | | |
| 2. | - fMl | Ald H Smit | |
| | | Executive Mayor | |

| | | | | Coming | | | | | | | | | | The state of the s |
|-------------------------|----------|---------------|-----------|----------|----------------|--|---|--|---------|----------------|----------------|----------------|----------------|--|
| Department Manager | Mana | | Top Layer | Managem | Circular 88 | Key Performance Indicator | Unit of Measurement | Source of Evidence | Annual | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter | Senior Manage ment |
| | | | | Contract | | | | | 2023/24 | Target | Target | Target | Target | Weight |
| IDP Hofmeester A | Hofmees | ter A | | × | × | Percentage of ward committees with 6 or more ward committee members (excluding the ward councillor) | ((1) The number of ward committees with 6 or more members) / (2) Total number of wards) | Trim nr | %06 | %06 | %06 | %06 | %06 | 2% |
| IDP Hofmeester A | Hofmeest | ter A | | × | | fraft IDP to Council by ch | Trim nr | Trim nr | 1 | | | н | | 7% |
| IDP Hofmeester A | Hofmeest | er A | | × | | Effective functioning of ward committees to ensure consistent and regular communication with residents. Measured in total number off meetings per quarter. | Number of ward committee meetings held | Minutes/attendanc e register of meetings. Trim no. | 48 | 12 | 24 | 36 | 48 | %% |
| IDP Hofmeester A | Hofmee | ster A | × | × | | Number of IDP community engagements held. | Bi-annual community engagements as per IDP As per KPI S Process Plan held in each of the Description 7 towns. | As per KPI System Description | 14 | | 7 | | 14 | 3% |
| Internal Audit Louw G | Louw G | | | × | | Preparation and submission of quarterly progress reports to the MM on the implementation of the RBAP. | of reports | Report and date submitted on trim. Trim no. | 4 | 1 | 2 | ю | 4 | 2% |
| Internal Audit Louw G | Louw G | | | × | | Preparation and submission of quarterly Performance Audit reports submitted to the MM in terms of regulation 14 of the PMS | Number of reports | Report and date submitted on trim. Trim no. | 4 | 1 | 7 | m | 4 | 2% |
| Performance Swanepoel J | Swanep | oel J | | × | | Quarterly Risk Management report submitted to the MM. | Number of reports | Report and date submitted on trim. Trim no. | 4 | 1 | 2 | m | 4 | 1% |
| Internal Audit Louw G | Louw G | | | × | | Number of Performance, Risk & Audit Committee meetings held. | Number of meetings held | Trim Minutes of meetings. Trim no. | 4 | 1 | 2 | m | 4 | 2% |
| Legal Services Nieuw | Nieuw | Nieuwenhuis L | | × | | Submit quarterly report on all legal actions against and on behalf of Council to the Municipal Manager. | Submit quarterly report on all legal against and on behalf of Council to the Municipal Manager. | Report and trim nr. | 4 | н | 2 | m | 4 | 5% |
| ces | Nieuwe | Nieuwenhuis L | | × | | Annual review of at least 5 by- laws of the municipality. | Report to Council on by-laws reviewed. | Report and trim nr. | S | 1 | 2 | 4 | 5 | 7% |
| Municipal Manager | Nasson | ٥ | | × | | Submit Section 72 Report to Mayor by the 25th of January | Report submitted to Mayor | Trim nr. | 1 | | | 1 | | 2% |







| - H - + | | | | | | | | | 30 |
|--------------------------------------|--|--|---|--|---|--|---|---|---|
| Senior Manage ment Weight | 3% | 7% | 5% | 3% | 3% | 3% | 5% | 7% | 10% |
| 4th Quarter Target | 4 | 100% | %06 | | | 18 | | н | 80% |
| 3rd Quarter Target | m | 100% | %06 | | 4 | 12 | П | | 80% |
| 2nd Quarter Target | 2 | 100% | %06 | | | 7 | | | %08 |
| 1st Quarter Target | 1 | 100% | %06 | 4 | | 2 | | | %08 |
| Annual Target 2023/24 | 4 | 100% | %06 | 4 | 4 | 18 | 1 | 1 | %08 |
| Source of Evidence | Trim nr. | Report subtracted from iComply System by Head Internal Audit. | Report subtracted from BarnOwl System by Head Internal Audit. | Signed agreements. Trim no. | Signed minutes of evaluations. Trim no. | Minutes/attendanc e register of meetings. Trim no. | Trim nr. | Trim nr. | Performance system report |
| Unit of Measurement | Report submitted to Mayor | | 90% of notifications allocated to staff (risk owner) in Directorate completed by due date. | Number of performance agreements. | Number of evaluations | Number of meetings held | Tabling at Council of Annual Report by end of February | ons | dicators |
| Key Performance Indicator | Submit Section 52D Report to Mayor within 30 days after quarter end. | All Compliance System Notifications (iComply/Eunomia) 100% of notifications allocated allocated to Directorate completed within prescribed completed by due date. | All Risk Actionplan Notifications (BarnOwl) allocated to Directorate completed within prescribed time period. | No of section 56 and 57 performance agreements signed by the end of July | Formal evaluation of the performance of Senior Management by February and March in terms of their signed agreements to ensure municipal performance against targets set and the adherence with the Performance Framework. | Liaison with senior leadership team to ensure good governance | Tabling at Council of Annual Report by end of February | Submit revision of Council delegations to Executive Mayor. | Achievement of at least 80% of departmental in departmental in (excluding top layer & Circular 88 achieved at period end indicators) allocated to (cumulative) Municipal Manager Directorate |
| Circular 88 | | | | | | | | | |
| Senior Managem ent Contract | × | × | × | × | × | × | × | × | × |
| Top Layer | | | | | | | | | |
| Manager | Nasson D | Nasson D | Nasson D | Nasson D | Nasson D | Nasson D | Nasson D | Nasson D | Nasson D |
| Department | Municipal Manager | Municipal Manager | Municipal Manager | Municipal Manager | Municipat Manager | Municipal Manager | Municipal Manager | Municipal Manager | Municipal Manager |
| Directorate | Municipal Manager | Municipal [| Municipal I | Municipal Manager | Municipal | Municipal Manager | Municipal Manager | Municipal Manager | Municipal Manager |
| Ref | MM11 | MM12 | MM13 | MM3 | MM4 | MM5 | MM6 | MM7 | MM15 |

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| | | | | | Senior | Circular | | | | Annual | 1st | 2nd | 3rd | | Senior |
|----------|----------------------|---------------------------|---------------|-----------|-----------------|----------|---|---|---|-------------------|-------------------|-------------------|---------|-------------------|--------|
| Ref | Directorate | Department | Manager | Top Layer | ent Contract | 88 | Key Performance Indicator | Unit of Measurement | Source of Evidence | Target 2023/24 | Quarter Target | Quarter Target | Quarter | Quarter Target | ment |
| MM1 | Municipal Manager | Municipal Manager | Nasson D | × | × | | Percentage expenditure on the preventative- & corrective planned maintenance budget of the whole of the municipality. | Percentage of budget spend | As per KPI Operating procedure | %86 | 15% | 40% | 75% | %86 | 2% |
| MM2 | Municipal Manager | Municipal Manager | Nasson D | × | × | | Percentage spend on Capital Budget for the whole municipality. | Percentage of budget spend | As per KPI Operating procedure | 85% | 10% | 40% | %09 | 95% | 2% |
| MMPerf14 | Municipal Manager | Performance Management | Swanepoel J | | × | | Monthly prepare sdbip reports for the Municipal Manager meetings within 10 working days after closure of system. Report on previous month. Actual is previous month's report. | Number of reports submitted within 10 days | Trim email with date & report submitted. Trim no. | 10 | 1 | 4 | 7 | 10 | 2% |
| MMPerf15 | Municipal Manager | Performance Management | Swanepoel J | | × | | Revision of KPI indicators during IDP Strategic Process. | Revision of KPI indicators during IDP Strategic Process. | Trim nr of report & email request to be placed on agenda. | п | | | 4 | | 7% |
| MMPerf17 | Municipal Manager | Performance Management | Swanepoel J | | × | | Submission of Annual Performance Report to Auditor- General by 30 August. | APR submitted to Auditor- General by 30 August. | AG proof of receipt. Trim | 1 | | - | | | %4 |
| MMProj19 | Municipal Manager | Project Management | Swanepoel J | | × | | Quarterly update of 5 yr infrastructure investment plan | Existing 5 yr infrastructure investment plan updated quarterly with inputs from management. | Trim nr of report & email request to be placed on SMM agenda. | 4 | П | 2 | m | 4 | 2% |
| MMProp20 | Municipal Manager | Property Management | Nieuwenhuis L | | × | | Quarterly monitoring the contract management system for Quarterly update lease of municipal properties. | | Signed updated contract report on trim to MM. Trim no. | 4 | н | 2 | m | 4 | 1% |
| MMProp21 | Municipal Manager | Property Management | Nieuwenhuis L | | × | | Quarterly report on the alienation of municipal properties to support economic growth. | Report on implementation of Land Audit Plan | As per KPI operating procedure | 4 | П | 2 | т | 4 | 5% |
| (99) 92 | Municipal Manager | Municipal Manager | Nasson D | | × | × | Number of formal (minuted) meetings between the Mayor, Speaker and MM were held to deal with municipal matters | This is a count of the number of formal (minuted) meetings between the Mayor, Speaker, and MM held. | Trim nr | ∞ | П | m | 'n | ∞ | 1% |

2 Mark