

# PERFORMANCE AGREEMENT



Made and entered into by and between:

**Puseletso Isaac Radebe**  
**ID No: 6402195585080**

The Municipal Manager of the Mafube Local Municipality  
duly authorized by Council  
(‘the Municipal Manager’)

and

**Zandile Elizabeth Mofokeng**  
**ID No: 6706120420084**  
**(the Director: Community Services)**

A large, stylized handwritten signature in black ink, likely belonging to Puseletso Isaac Radebe.

A handwritten signature in black ink, likely belonging to Zandile Elizabeth Mofokeng.  
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## 1. INTRODUCTION

The Municipal Manager has entered into a contract of employment with the Director: Community Services for a period of five (5) years, starting from 01 April 2012 and ending 30 April 2017, in terms of section 56 (1) (a) (i) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").

Section 57 (1) (a) (ii) 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 wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Director: Community Services reporting to the Municipal Manager, to a set of actions that will secure local government policy goals.



The performance contract is between, the Director: Community Services and Mafube Local Municipality, represented by the Municipal Manager. It is for the 2014/2015 financial year only. The expected performance reflected in this contract is based on the Integrated Development Plan and the Performance Management System for 2014/2015 financial year. The Integrated Development Plan and Performance Management System have been adopted by the Council and will be the basis for the assessment of performance.

The parties wish to ensure that there is compliance with section 57 (4A); 57 (4B); 57 (4C) and 57 (5) of the Systems Act.

## 2. PURPOSE OF THIS AGREEMENT

The parties agree that the purposes of this Agreement are to:

- 2.1 Comply with the provisions of Section 57 (1) (a) (ii) of the Systems Act;
- 2.2 State objectives and targets established for the Director: Community Services;
- 2.3 Specify accountabilities;
- 2.4 Monitor and measure performance;
- 2.5 Establish a transparent and accountable working relationship; and
- 2.6 Give effect to the Municipality's commitment to a performance-orientated Relationship with its Director: Community Services in attaining equitable and improved service delivery.


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

- 3.1 The agreement will commence on the 01 July 2014 and will remain in force until 30 June 2015 where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year.
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new performance agreement, performance plan and personal development plan that replaces this Agreement at least once a year by not later than July each financial year.
- 3.3 This Agreement will terminate on the termination of the Director: Community Services contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the above mentioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this agreement the work environment alters (whether as a result of government or council decision or otherwise) to the extent that the contents of this agreement are no longer appropriate, the contents shall immediately be revised.

### **4. PERFORMANCE OBJECTIVES**

- 4.1 Annexure "A" sets out:
  - 4.1.1 The performance objectives and targets that must be met by the Director: Community Services
  - 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure "A" are set by the Municipal Manager in consultation with the Director: Community Services, and include key objectives; key performance indicators; target dates and weighting. The Municipal Manager shall report to the Executive Committee regarding the above.
- 4.3 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 weighting shows the relative importance of the key objectives to each other.
- 4.4 The Director: Community Services performance will be measured in terms of contributions to the goals and strategies set out in the Municipalities

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Integrated Development Plan and Performance Management System and the Core Managerial Competencies (CMC).

- 4.5 The municipality will make available to the Director: Community Services such employees as the Director: Community Services may reasonably require from time to time to assist her to meet the performance objectives and targets established in terms of this Agreement; provided that it will at all times remain the responsibility of the Director: Community Services to ensure that he complies with those performance obligations and targets.
- 4.6 The Director: Community Services will at her request be delegated such powers by the Municipal Manager as may in the discretion of the Municipal Manager be reasonably required from time to time to enable her to meet the performance objectives and targets established in terms of this Agreement.
- 4.7 The Municipal Manager will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Director: Community Services will be fully consulted before any such change is made.
- 4.8 The provisions of Annexure "A" may be amended by the Municipal Manager when the Municipality's Performance Management System is adopted, implemented and/or amended as the case may be.

## **5. PERFORMANCE MANAGEMENT SYSTEM**

- 5.1 The Director: Community Services agrees to participate in the Performance Management System that the municipality adopts or introduces for the Municipality, Management and Municipal Staff.
- 5.2 The Director: Community Services accepts that the purpose of the Performance Management System will be to provide a comprehensive system with specific performance standards to assist the Municipality, Management and Municipal Staff to perform to the standards required.
- 5.3 The Municipal Manager will consult the Director: Community Services about the specific performance standards that will be included in the performance management system as applicable to the Director: Community Services.

## **6. EVALUATING PERFORMANCE**

- 6.1 The criteria upon which the performance of the Director: Community Services shall be assessed consists of two components, both of which shall be contained in the performance agreement.
- 6.1.1 The Director: Community Services performance will be assessed against both components with a weighting of 80:20 allocated to the Key Performance Areas (KPA) and the Core Managerial Competencies (CMCs) respectively.



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- 6.1.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 6.1.3 KPAs covering the main areas of work will account for 80% and CMCs will account for 20% of the final score.
- 6.2 The Director: Community Services assessment will be based on her performance in terms of the outputs/outcomes (performance indicators) identified as per attached performance plan (Annexure A), which are linked to the KPAs, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Municipality and the Municipal Manager.
- 6.3 Annexure "A" to this Agreement sets out:
- 6.3.1 The standards for evaluating the Director: Community Services in terms of the KPA.
- 6.3.2 Intervals for the evaluation of the Director: Community Services performance;
- 6.4 Despite the establishment of agreed intervals for evaluation, the Municipal Manager may, in addition, review the performance of the Director: Community Services at any stage while the contract of employment remains in force.
- 6.5 Annexure "B" to this agreement sets out:
- 6.5.1 Core Competency requirements for the Director: Community Services and weighting for each CMC.
- 6.6 The CMCs will make up another 20% of the Director: Community Services assessment 'score.
- 6.7 Each CMC will be assessed according to the extent to which the specified standards have been met.
- 6.8 Personal growth and development needs identified during any performance review discussions must be documented and, where possible, actions agreed, implemented and evaluated.

## **7. PERFORMANCE REVIEWS**

- 7.1 The evaluation of the Director: Community Services performance will be done by:
- (i) The Municipal Manager
  - (ii) Chairperson of the Audit Committee
  - (iii) Representative from Department of COGTA & HS



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- (iv) Representative from SALGA Free State
- (v) Representative from Fezile Dabi District Municipality

7.2 An audited performance report will be tabled to the Executive Committee.

7.3 The performance of the Director: Community Services shall be reviewed on the following dates:

First Quarter: July –September	Date: Third Week of October 2014
Second Quarter: October-December	Date: Third Week of January 2014
Third Quarter: December-March	Date: Third Week of April 2015
Fourth Quarter: April-June	Date: Second month after the end of the financial year: Annual Performance 2015

7.4 The Municipality will keep a record of the mid year reviews and annual assessment meetings.

## 8. PERFORMANCE BONUS

8.1 If the Director: Community Services has performed acceptable, she shall qualify for the annual performance bonus in accordance with clause 37 of the contract of employment entered into by the Director: Community Services and the Municipal Manager. The level of performance of the Director: Community Services will be determined by the Municipal Manager in accordance with the provisions of this agreement, the Key Performance Indicators as reflected in “Annexure A” of this contract.

8.1.1 The assessment shall be done after the Municipal Manager has received an audited performance report from the Audit Committee.

8.2 An achievement of 80% and above shall be regarded as warranting 100% bonus. 65% to 79% shall warrant a proportional percentage of performance bonus. 64% and below shall be regarded as under-performance warranting no performance bonus.

## 9. CONSULTATION

9.1 The Municipal Manager agrees to timeously consult the Director: Community Services where the exercising of such powers will-

9.1.1 Have a direct effect on the performance of any functions of the Director: Community Services

9.1.2 Commit the Director: Community Services to implement or to give effect to a decision made by the Municipal Manager;

9.1.3 Have a substantial financial effect on the municipality

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- 9.2 The Municipal Manager agrees to inform the Director: Community Services of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 9.1 above as soon as is practicable to enable the Director: Community Services to take any necessary action without any delay.

## **10. CONSEQUENCES OF SUBSTANDARD PERFORMANCE**

- 10.1 Where the Municipal Manager, at any time during the employ of the Director: Community Services, is not satisfied with her performance with respect to any matter dealt with in this Agreement, the Municipal Manager will give notice to the Director: Community Services to attend a meeting with the Municipal Manager.
- 10.2 The Director: Community Services will have the opportunity at the meeting to satisfy the Municipal Manager of the measures being taken to ensure that the performance of the Director: Community Services becomes satisfactory and any program, including any dates, for implementing these measures.
- 10.3 Where there is a dispute or difference as to the performance of the Director: Community Services under this Agreement, the parties will confer with the view to resolving the dispute or difference.
- 10.4 If at any stage the Municipal Manager holds the view that the performance of the Director: Community Services is not satisfactory, the Municipality will, subject to compliance with applicable labour legislation, be entitled by notice in writing from the Municipal Manager to terminate the employment of the Director: Community Services in accordance with the notice period set out in the Director: Community Services contract of employment.
- 10.5 Nothing contained in this Agreement in any way limits the right of the Municipality to terminate the contract of employment of the Director: Community Services with or without notice for any other breach by the Director: Community Services of her obligations to the Municipality or for any other valid reasons in law.

## **11. RULING LANGUAGE**

- 11.1 The contract is made in English, which shall be the ruling language. All correspondence between the parties to this contract and all reports and documentation pertaining to this contract shall be in English language.

## **12. TERM OF CONTRACT**

- 11.1 This contract shall be deemed to have been entered into on 01 July 2013 and will expire on the 30<sup>th</sup> of June 2014. The parties will enter into a new performance agreement that replaces this Agreement by no later than 01 Aug 2013.



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### 13. DISPUTES RESOLUTION

- 13.1 In the event that the Director: Community Services is dissatisfied with any decision or action of the Municipal Manager or Municipality in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Director: Community Services has achieved the performance objectives and targets established in terms of this Agreement, the Municipal Manager and the Executive Committee may meet with the Director: Community Services with the view of resolving the issue.

At the request of the Director: Community Services the Performance Review Committee will record the outcome of the meeting in writing through the Municipal Manager.

- 13.2 In the event that the Director: Community Services remains dissatisfied with the outcome of the meeting, she may raise the issue in writing with the Municipal Executive Committee by requesting that the issue be placed on the agenda of a meeting of the Executive Committee.

The Executive Committee will determine the process for resolving the issue, which will involve at least, providing the Director: Community Services with an opportunity to state his case orally or in writing. At the request of the Director: Community Services, the Executive Committee will record its decision on the issue in writing. The decision of the Executive Committee on the issue will be made within 2 weeks of the issue being raised, or as soon thereafter as possible.

- 13.3 In the event that one party is dissatisfied with the outcome of the meeting, the matter shall be mediated by the MEC for Cooperative Governance, Traditional Affairs and Human Settlement in the province or any other person appointed by the MEC within thirty days of the receipt of a formal dispute from the Municipality.

### 14. LIMITATIONS OF THE CONTRACT

- 14.1 This performance agreement is between the Municipal Manager and the Director: Community Services on the expected performance of the Director: Community Services during the 2014/2015 financial year. The performance agreement is subject to the South African Legislative Framework and the employment contract entered into by and between Municipal Manager and the Director: Community Services. The performance agreement shall therefore be within the South African Legislative Framework.

- 14.2 In cases of ambiguity, the employment contract shall prevail over this performance agreement.

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- 14.1 The contents of the Agreement and the outcome of any review conducted in terms of Annexure "A" and "B" will not be confidential, and may be made available to the public by the Municipality, where appropriate.
- 15.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Director: Community Services of her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

**16. WHOLE AGREEMENT**

- 16.1 The parties to this contract agree that this contract constitutes the whole agreement and arrangement for the performance of the Director: Community Services with effect from 01 July 2014.
- 16.2 No agreement, adding to, deleting from or cancellation, and varying to this contract shall be effective unless reduced to writing and signed by both parties.
- 16.3 Annexure A and B form part of this contract.



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Signed at FRANKFORT on this 17 day JULY of 2014.

Signature \_\_\_\_\_

Signed on behalf of Mayor/Council by:

Puseletso Isaac Radebe (the Municipal Manager)

**AS WITNESSES**

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

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

Signature.....

Signed and Accepted by: Zandile Elizabeth Mofokeng

(Director: Community Services)

**AS WITNESSES**

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

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

# PERFORMANCE DEVELOPMENT PLAN

Entered into by and between

**MAFUBE LOCAL MUNICIPALITY**

**“the Employer”**

**Represented by:**

**Mr Puseletso Isaac Radebe**

**(Municipal Manager)**

**and**

**Mrs Zandile Elizabeth Mofokeng**

**(Director: Community Services)**

**[“the Employee”]**



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## 1. Purpose

The performance plan defines the Council's expectations of the Director Community Services performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

## 2. Key responsibilities

The following objects of local government will inform the Director Community Services performance against set performance indicators:

- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community organisations in the matters of local government.

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### 3. Key Performance Areas

The following Key Performance Areas (KPA's) as outlined in the Local Government: Municipal Planning and Performance Management Regulations (2001) inform the strategic objectives listed in the table below:

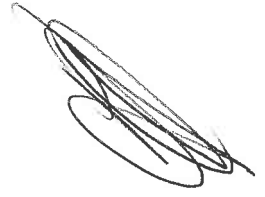
3.1 Municipal Transformation and Organisational Development.

3.2 Infrastructure Development and Service Delivery.

3.3 Local Economic Development (LED).

3.4 Municipal Financial Viability and Management.

3.5 Good Governance and Public Participation.



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#### 4. Municipal Integrated Development Planning (IDP) Key Strategic Objectives

##### 4.1 Infrastructural Development


The municipality has committed itself to ensure that the infrastructural backlog is addressed and communities are provided with clean water, bucket system is eradicated, streets and stormwater drainage are upgraded, all houses are electrified, waste disposal is managed effectively to avoid health hazards, cemeteries are provided, cleaned and fenced.

##### 4.2 Land Development and Housing

Municipality has committed itself to coordinate the process of housing delivery and development, through provision of land for economic activities, commercial, residential development and ensure that land reform is sustainable.

##### 4.3 Safety and Security

Municipality will ensure that its property, asset and community are protected through working hand in hand with the South African Police Services, making sure that all public places are secured and will strive to encourage more satellite police stations and corruption is eliminated

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#### **4.4 People Development**


The municipality committed itself to comply with regulations in terms of the Environment Conservation Act and making its environment pleasant and healthy for its community and the future residents area, provide and facilitate sufficient care for the aged, frail and disabled, pay points pension, provisions of adequate health care, education facilities, promotion of arts and culture, youth women and children and prepared them to be part of economic mainstream

#### **4.5 Economic Growth and Job Creation**

The municipality will strive to promote economic development through reducing the unemployment rate through employing the following factors of production effectively, that is, land, labour, entrepreneurship, promotion of tourism, local economic development, SMMEs, involvement of youth, women, disable people, promoting of small scale farming, and facilitation of business centres, industries and partners with mining houses.

#### **4.6 Institutional Development**


The municipality will ensure effective functioning of all municipal offices and will ensure that all personnel is integrated in the system with one conditions of employment and will integrate all municipal assets into one asset register, develop operational systems, policies, procedures and by-laws and implement any legislation affecting local governance.

  
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# DEPARTMENTAL BALANCE SCORE CARD


## DEPARTMENT: COMMUNITY SERVICES AND LED

Strategic Priority (SP)	Key Performance Area	Programmes	Objectives	Key Performance Indicators	Baseline (2013/14)	Budget	Annual Target 2014/2015	1 <sup>st</sup> Quarter Projected	2 <sup>nd</sup> Quarter Projected	3 <sup>rd</sup> Quarter Projected	4 <sup>th</sup> Quarter Projected
SP: Build our local economy to create more employment, decent work and sustainable livelihoods	KPA : Local Economic Development	Job creation	To make a meaningful and visible contribution to employment creation	> 50 employment opportunities created through EPWP initiatives	25	R 1000 000	50	25	25	Monitoring and progress report	Monitoring and progress report
				> Monitoring and Evaluation of EPIP project implemented by the National Government	0	DEA	Steering Committee Meetings	Monitoring through Steering Committee Meeting and report progress to council	Monitoring through Steering Committee Meeting and report progress to council	Monitoring through Steering Committee Meeting and report progress to council	Monitoring through Steering Committee Meeting and report progress to council
				> Monitoring and Evaluation of youth in Waste implemented by the National government	18	DEA	Steering Committee Meetings	Monitoring through Steering Committee Meeting and report progress to council	Monitoring through Steering Committee Meeting and report progress to council	Monitoring through Steering Committee Meeting and report progress to council	Monitoring through Steering Committee Meeting and report progress to council
				> Maintenance plan developed and implemented	0	N/A	Develop and implement maintenance Plan	Develop a draft plan & conduct Public Participation	Itemised Council approval for	Implementation and Monitoring	Implementation and Monitoring
	Service delivery	Community facilities	To promote access and utilisation of public and community amenities. (Sports Facilities)	> Develop a general maintenance plan for equipment	0	R950 000	Develop and implement general maintenance plan for equipment	Develop a draft maintenance plan	Implementation and Monitoring	Implementation and Monitoring	Implementation and Monitoring
				> Existing community parks upgraded and		R6 000 000 National department budget	Steering committee meetings(4)	Steering committee meeting (1).	Steering committee meeting (1)	Steering committee meeting (1)	Steering committee meeting (1)


  
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Strategic Priority (SP)	Key Performance Area	Programmes	Objectives	Key Performance Indicators	Baseline (2013/14)	Budget	Annual Target 2014/15	1 <sup>st</sup> Quarter Projected	2 <sup>nd</sup> Quarter Projected	3 <sup>rd</sup> Quarter Projected	4 <sup>th</sup> Quarter Projected
SP: Build our local economy to create more employment, decent work and sustainable livelihoods	KPA : Basic Service Delivery	Waste management	To provide affordable, effective, efficient and accessible waste management services to all communities.	<p>➤ Number of houses, having access to basic refuse removal services (removal at least once a week)</p> <p>➤ Business premises receiving refuse removal services</p>	17 754	R 2 500 000	Service all the households	Tender and Procurement process of Two compacters Trucks. To develop a questionnaire and conduct a survey per ward.	Inspection in logo (no. of staff per truck, no. of houses serviced per day)	Monitoring and evaluation	Monitoring, evaluation and reporting
					81		Service rendered to businesses twice a week	To develop a questionnaire and conduct a survey per ward.	Inspection in logo (no. of staff per truck, no. of business serviced)	Monitoring and evaluation	Monitoring, evaluation and reporting
Implemented by National Department	All units			<p>➤ Existing community parks maintained</p> <p>➤ Existing stadiums upgraded</p>	3	R 780 554.52 - Tweeling Stadium, R484 953.92 - Cornelia, R1 966 141.56 Khatholoha Stadium (MIG)	Steering committee meetings	Steering committee meeting	Completion of all Stadiums and Handover	Advertise and appointment of service provider for Cornelia stadium	Maintenance and monitoring
					3	R 600 000	Continue with the maintenance in all cemeteries and inclusion of building plans for ablution blocks	Advertisement of tenders for Qalabotjha and namahadi cemeteries.	Appointment of service providers and implementation	Implementation and monitoring	Implementation and monitoring
						R 500 000	Establish a new cemetery	Identification of a land in Namahadi, Conducting a study and Development of plan	Proper fencing of a cemetery and installation of ablution block. Report progress	Report progress	Report progress


  
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## ANNEXURE B

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES		
CORE MANAGERIAL COMPETENCIES (CMC)		WEIGHTING
Strategic Capability		7
Programme and Project Management		6
Financial Management		7
Change Management		3
Knowledge Management		4
Service Delivery Innovation		7
Problem Solving and Analytical Thinking		6
People and Diversity Management		6
Client Orientation and Customer Focus		7
Communication		7
Accountability and Ethical Conduct		7
Policy Conceptualization and Implementation		7
Mediation Skills		4
Advanced negotiation skills		6
Advanced influencing skills		5
Partnership and stakeholder relations		6
Supply chain management		7
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Signed and Accepted by:

Zandile Elizabeth Mofokeng  
Director Community Services

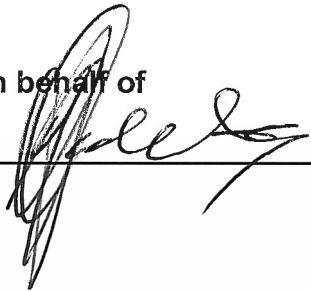


Date 17/07/2014

Signed by:

The Municipal Manager on behalf of  
Mayor/Council

Date \_\_\_\_\_



As Witness

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