



PERFORMANCE AGREEMENT

Made and entered into by and between:

CLLR Z MZINDLE

(Mayor of the Ray Nkonyeni Municipality)

AND

MR. KHETHUKUTHULA JOSEPH ZULU

(Municipal Manager)

N.P. Y.T. K2

1. INTRODUCTION

The Ray Nkonyeni Municipality ("the employer") has entered into a contract of employment with the Employee in terms of Section 57 (1)(1) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").

Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the employer and the employee, requires the parties to conclude an annual Performance Agreement.

The parties will 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 the Ray Nkonyeni Municipality's goals.

The parties will ensure that this is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. THE PARTIES

The Ray Nkonyeni Municipality duly represented by Her Worship, Clr. IS P Mqadi in his capacity of Mayor, (hereinafter referred to as "The Employer")

AND

KHETHUKUTHULA JOSEPH ZULU

(Hereinafter referred to as the "The Employee")

3. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to:-

comply with the provision of Section 57(1)(b), (4A), (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;

Specify objectives and targets established for the Employee and to communicate to the employee the Employer's expectations of the Employee's performance and accountabilities;

Specify accountabilities as set out in the Performance Plan (Annexure A);

Monitor and measure performance against set targeted outputs;

Use the Performance Agreement and Performance Plan as the basis for assessing whether the Employee has met with performance expectations applicable to his job;

Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance;

Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

4. COMMENCEMENT AND DURATION

This Agreement will commence on 1 July 2024 and will remain in force until 30 June 2025, where after 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.

The parties will review the provisions of this Agreement during April each year and will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year but not later than the beginning of each successive financial year.

This Agreement will terminate on the termination of the Employee's contract of employment for any reason.

The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.

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.

5. PERFORMANCE OBJECTIVES

The Performance Plan (Annexure A) sets out :-

- 5.1 The performance objectives and targets that must be met by the Employee; and
- 5.2 The time frames within which those performance objectives and targets must be met.

The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Budget and the Service Delivery and Budget Implementation Plan (SDBIP) of the Employer, and shall include key objectives, key performance indicators, target dates and weightings.

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.

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 (IDP).

6. PERFORMANCE MANAGEMENT SYSTEM

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.

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.

7. PERFORMANCE ASSESSMENT

The Employee agrees to participate in the performance management and development system that the Employer adopts.

The Employee undertakes to actively focus towards the promotion and implementation of the Key Performance Area's (KPA's) [including special projects relevant to the employee's responsibilities] within the local government framework.

The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

- 7.1 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 (CCR's) respectively.
- 7.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 7.3 KPA's covering the main areas of work will account for 80% and CCR's will account for 20% of the final assessment.

The Employee's assessment will be on his performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan (Annexure "A"), which are linked to KPA's and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

The CCR's will make up the other 20% of the Employee's assessment score, which will be recorded in the performance plan (Annexure "A")

8. EVALUATING PERFORMANCE

The Performance Plan (Annexure A) to this Agreement sets out :-

The standards and procedures for evaluation the Employee's performance ; and the intervals for the evaluation of the Employee's performance.

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.

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.

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

The annual performance appraisal will involve;

8.1 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) An indicative rating on the five-point scale should be provided for each KPA.

- (c) The applicable assessment rating calculator must then be used to add the scores and calculate final KPA score.

8.2 Assessment of the CCRs

- (a) Each CCR should be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the five-point scale should be provided for each CCR.
- (c) The applicable assessment rating calculator must then be used to add the scores and calculate final CCR score.

8.3 Overall Rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

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

| Level | Terminology | Description | RATING 1 2 3 4 5 |
|-------|-------------------------|--|---------------------|
| 5 | Outstanding Performance | Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance Plan and maintained this in all areas of responsibility throughout the year. | |

| | | | |
|--------------|--|---|----------------------------|
| 4 | Performance significantly above 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 full achieved all others throughout the year. | |
| 3 | Fully Effective | Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan | |
| 2 | Not fully effective | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review / assessment indicates that the Employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan. | |
| Level | Terminology | Description | Rating 1 2 3 4 5 |
| 1 | Unacceptable Performance | Performance does not meet the standard expected for the job. The review / assessment indicates that the Employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The Employee has failed to demonstrate the commitment or | |

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| | | ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. | |
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For purposes of evaluating the performance of the Employees, an evaluation panel constituted by the following persons will be established:

- 8.4.1 Mayor of the Municipality
- 8.4.2 Chairperson of the Audit Committee,
- 8.4.3 Member of the Executive Committee,
- 8.4.4 The Mayor/ Municipal Manager of other municipality within the District
- 8.4.5 Ward Committee Member

9 SCHEDULE FOR PERFORMANCE REVIEWS

The performance of each Employee in relation to his performance agreement shall be reviewed on the following dates:

| Activity | 1 st quarter | 2 nd Quarter | 3 rd Quarter | 4 th Quarter |
|------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Submission of report | 07 October | 13 January | 14 April | 15 July |
| Management evaluation | 21 October | 29 January | 06 May | 05 August |
| Quarterly evaluation session | 21 November | 20 February | 04 June | 20 August |

The Employer shall keep a record of all reviews and assessment meetings.

Performance feedback shall be based on the Employers' assessment of the Employee's Performance.

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.

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.

10 DEVELOPMENT REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

11 OBLIGATIONS OF THE EMPLOYER

The Employer shall:-

- 11.1.1 create an enabling environment to facilitate effective performance by the employee;
- 11.1.2 provide access to skills development and capacity building opportunities;
- 11.1.3 work collaboratively with the Employee to solve problems and general solutions to common problems that may impact on the performance of the Employee;
- 11.1.4 where necessary delegate such powers to the 'employee to enable him to meet the performance objectives and targets established in terms of the Agreement; and
- 11.1.5 make available to the Employee such resources as the Employee may reasonably require from time to time to assist him to meet the performance objectives and targets established in terms of this Agreement.

12 MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2 A performance bonus of between 5% and 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance. In

determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment rating calculator; provided that:-

12.2.1 a score of 130% to a 149% is awarded, a performance bonus ranged from 5% to 9% and

12.2.2 a score of 150% and above is awarded, a performance bonus ranging from 10% to 14%.

12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least 12 (TWELVE) consecutive months service at the current remuneration package on 30 June (end of financial year) subject to a fully effective assessment.

12.4 In the case of unacceptable performance, the Employer shall, after appropriate performance counselling and having provided the necessary guidance and /or support as well as a reasonable time for improvement in performance take steps to terminate the contracts of employment of the employee on the grounds of unfitness or incapacity to carry out his or her duties

13 DISPUTE RESOLUTION

13.1 Any dispute about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment, and / or salary increment in this agreement shall be mediated by :-

- 13.1.1 Mayor
- 13.1.2 The mediation shall take place within a period of 30 (thirty) days of receipt of a formal dispute from the employee; and
- 13.1.3 The mediator's decision will be final and binding on both parties.

13.2 Any disputes about the outcome of the employee's performance evaluation, must be mediated by :-

13.2.1. a member of the Municipal Council provided that such member was not part of the evaluation panel referred to in Clause 8.7 above;

13.2.2. the mediation shall take place within a period of 30 (thirty) days of receipt of a formal dispute from the employee; and

13.2.3. the mediator's decision will be final and binding on both parties.

14 GENERAL

14.1 The contents of this agreement shall be placed on the Employer's website.

14.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his contract of employment, or the effect of existing or new regulations, circulars, policies, directives or other instruments.

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SIGNED AT PORT SHEPSTONE ON THIS THE 8th DAY OF
July 2024

AS WITNESSES:

1. [Signature]
2. A. Ngcobo

[Signature]
THE EMPLOYER

SIGNED AT PORT SHEPSTONE ON THIS THE 5th DAY OF
July 2024

AS WITNESSES:

1. [Signature]
2. [Signature]

[Signature]
THE EMPLOYEE

APPENDIX 1

Commitment of Management Team reporting directly to the Municipal Manager

We, the Senior Managers (S56) hereby make this commitment to support the Municipal Manager, to achieve targets as set in this performance contract between him and the employer. As support staff, we understand that his targets are impossible to achieve without our full support and co-operation. We, therefore, accept both our individual and collective responsibilities towards the attainment of the set targets.

Signed by



**Head of Department: Development Planning Services,
Mr D Zulu**



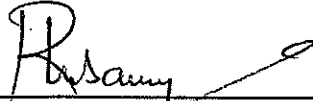
Acting Chief Financial Officer: Mr V Gqoboka



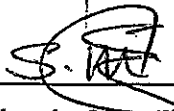
Head of Department: Technical Services, Mr MS Qwabe



Acting Head of Department: Public Safety, Ms S Ngwabe



Acting Head of Department: Corporate Services, Mr R Lubanyana



**Acting Head of Department: Strategic Planning and Governance,
Mr S April**



Head of Department: Community Services, Mr MB Ndwane

APPENDIX 2

1. OBLIGATIONS OF THE EMPLOYER (KEY ASSUMPTIONS)

1.1 Office Accommodation

During the full period of the performance agreement the employer shall provide adequate office accommodation for the Municipal Manager. The occupational cost including the attendant ground rent obligations will be borne by the Employer.

1.2 Personnel

The employer shall be required to hire managers reporting directly to the Municipal Manager.

1.3 Facilities and Equipment

1.3.1 During the full period of the performance contract, the employer shall avail to the Municipal Manager all existing facilities and equipment which he will need in executing his duties.

1.4 Other provisions

1.4.1 Approvals

The Employer shall make a decision/comment on items submitted for approval/comment within two (2) week of receipt of the items.

1.4.2 Tasks to the Employer

The employer undertakes to execute all crucial activities that fall under his responsibility as required by this contract in order not to derail the continuity of department operations. If there is failure on the employer's part and the Municipal Manager feels that the attainment of targets of

this contract is at stake, the two parties will meet and agree on the way forward.

1.4.3 Substitution of the Municipal Manager

The employer reserves the right to take appropriate action to replace the Municipal Manager as per employment contract of the Municipal Manager.

2 OBLIGATIONS OF THE MUNICIPAL MANAGER

2.1 Conditions of service

2.1.1 The Municipal Manager shall be the Head of the Administration, subject to the conditions of service as stipulated by the employer. The conditions of service of the Municipal Manager shall include but not restricted to:

2.1.1.1 Setting of specific of targets for managers reporting to him.

2.1.1.2 Advise Council on all matters including progress made in the implementation of the SDBIP.

2.1.1.3 Setting and monitoring of performance indicators for the municipality and execute corrective measures as and when necessary.

2.1.1.4 Ensuring that organisational assets are in a good working condition.

2.1.1.5 Provision of high quality service within all the departments in a cost effective manner within agreed time frames.

2.1.1.6 Completing and submitting performance reports for the municipality, to Council or Executive Committee on a quarterly basis for information purposes.

2.1.1.7 Assessing performance reports for departmental staff where necessary.

2.1.1.8 Preparation of the annual budget and once approved, adhering to it.

2.1.1.9 Implementing strategies to improve the morale of staff.

2.1.1.10 Attending meetings and other occasions on behalf of organisation.

2.1.2 The Municipal Manager shall ensure that his staff has access and is well informed about the disciplinary procedure of the municipality.

2.1.3 Determining the optimum staff level necessary for the accomplishment of targets and advising the employer on reduction or increase of staff in the department. Staff restructuring or reduction will utilize the existing municipal 'staff pool' as will be mutually agreed between the employer and the Municipal Manager in fulfilment of the current staff reduction policy. If such staff is to be laid off due to the staff reduction policy, the cost of severance and other terminal benefits shall be borne by the employer as required by the Labour Laws of RSA.

2.2 Standard of Service

2.2.1 The Municipal Manager shall exercise all his skills, reasonable care, responsibility and diligence in discharge of his duties under this contract. The Municipal Manager shall do so with sound professional conduct in accordance with generally accepted standards.

2.2.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Municipal Manager in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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2.3 Supervision of Personnel in the Municipality

The Municipal Manager undertakes to ensure the supervision of personnel in the organisation. If he is dissatisfied with performance of any staff, provisions of the relevant internal policy and legislative framework of RSA shall apply.

2.4 Targets and Milestones

2.4.1 The Municipal Manager shall do all in his power to achieve the targets and milestones indicated in the municipal IDP and Performance Management System.

2.4.2 The Municipal Manager undertakes to achieve the organisational targets, which shall be directly related to the expected improvement in the level of services and therefore improvement in the quality of life within the municipality. The organisational targets are those defined as performance requirements in the Performance Plan of this contract.

2.5 Reporting

2.5.1 The Municipal Manager shall submit detailed quarterly reports on the operation of the municipality to the employer. The reports shall include details of achievement of targets and milestones for that quarter for information purposes. The quarterly report should reach the employer within one month after the quarter in question has lapsed.

2.5.2 The Municipal Manager also undertakes to submit any other report/s as required by the employer.

2.6 Expenditure

The Municipal Manager shall be responsible for the implementation of the approved operational and capital budget of the municipality.

2.7 Maintenance of Assets (fixed and movable) in the Municipality

The Municipal Manager shall assist the municipality in the maintenance of assets in the departments having authority to enter into service contracts with service providers to carry out such maintenance.

2.8 Purchases

2.8.1 The Municipal Manager undertakes to utilize the most recently approved Municipal Supply Chain Management Policy (SCM) to handle all procurement within the municipality, according to the provisions of this contract. No procurement shall be allowed to proceed outside of the approved SCM policy, and the Municipal Internal Auditor shall ensure that no payments are effected contrary to this arrangement.

2.9 Books and Records

The Municipal Manager shall keep accurate books and records of all finance operations and shall permit the employer to inspect them and make copies where necessary.

2.10 Financial Procedures

2.10.1 Financial year shall commence on the 1st July and end on the 30th June, such period defined as the financial year shall be used for purposes of budgets, expenditures, cash flows and other operational requirements.

2.10.2 The employer reserves the right to ensure that finances are operated in accordance with the government's financial regulations and can utilize the services of an auditor in this regard.

2.10.3 The Municipal Manager must ensure strict adherence of all approved municipal financial policies, including issues of cost effectiveness, cost efficiency and over expenditure.

2.11 Budget

2.11.1 During the budget process the Municipal Manager shall make the necessary submissions to financial services reflecting the projected financial needs of the municipality for the following financial year.

2.11.2 The approval of the municipal budget shall constitute the authority to the Municipal Manager to incur expenditure accordingly and in line with the performance targets indicated in this performance contract.

2.12 Liability

The Municipal Manager shall be responsible towards the municipality for the performance of services in accordance with the provisions of this contract, subject to the following limitation.

2.12.1 The Municipal Manager shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission, of any personnel in the organisation in the course of duty or anybody subcontracted by the municipality.

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3. **OTHER PROVISIONS**

3.1 **Unforeseen conditions**

There may be some unforeseen conditions necessary for the success of this performance contract. If either party discovers such circumstances, during the course of operation of this performance contract, the matter shall be brought to the attention of the other, in writing. A meeting, whose timing shall be mutually agreed, shall then be convened to discuss the outstanding issues. The minutes of such a meeting shall form an addendum to this contract.

MUNICIPAL MANAGER'S PERFORMANCE PLAN (Annexure A)

1. PURPOSE

The performance plan defines the Council's expectations of the Municipal Manager's 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 Municipal Manager's performance against set performance indicators:-

Provide democratic and accountable government for local communities;

Ensure the provision of services to communities in a sustainable manner;

Promote social and economic development;

Promote a safe and healthy environment;

Encourage the involvement of communities and community organisations in the matters of local government.

3. KEY PERFORMANCE AREAS

The following Key Performance Areas (KPAs) as outlined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers (2006), inform the strategic objectives listed in the table below: -

Municipal Transformation and Organisational Development

Service Delivery

Local Economic Development

Municipal Financial Viability and Management

Good Governance and Public Participation

Cross Cutting Issues

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4. KEY PERFORMANCE OBJECTIVES AND INDICATORS FOR THE MUNICIPAL MANAGER

The provisions and statutory time frames contained in the following legislation are required to be reported on and measured.

Section 157 of the Constitution of the Republic of South Africa, 1996, August 2006 Regulation No. 796 (Local Government: Municipal Planning and Performance Management Regulations, 2001) dated 24 August 2001 Municipal Finance Management Act, 2003, in particular, but not limited to, Chapter 8 (Must include, *inter alia*, tariff policy, rates policy, credit control and debt collection policy, supply chain management policy and unqualified Auditor General's report). Property Rates Act, 2004. Municipal Structures Act, 1998, in particular, but not limited to Chapter 5 (Powers and functions as determined by legislation or agreement), Municipal Systems Act, 2000, in particular, but not limited to section 55 to 57. Any other applicable legislation specific to the Municipal Manager.

The period of this plan is from 1 July 2024 to 30 June 2025.

SIGNED AND ACCEPTED BY : KJ ZULU

JOB TITLE: MUNICIPAL MANAGER

DATE: 05 / 07 /2024

Signed by Cllr Z Mzindle : [Signature]
Mayor of Ray Nkonyeni Municipality

DATE: 8 July /2024

CORE COMPETENCY REQUIREMENTS (CCR's) (20% OF THE FINAL SCORE)

| Leading Competencies | | | | |
|--------------------------------------|---|-------------|------------|-------------|
| | | Weights | Self-Score | Panel Score |
| Strategic Direction and Leadership | <ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning & Management • Organisational Awareness | 15 | | |
| People Management | <ul style="list-style-type: none"> • Human Capital Planning & Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management | 10 | | |
| Program and Project Management | <ul style="list-style-type: none"> • Program and Project Planning Management & Implementation • Service Delivery Management • Program and Project monitoring & evaluation | 10 | | |
| Financial Management | <ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring | 15 | | |
| Change Leadership | <ul style="list-style-type: none"> • Change Vision & Strategy • Process Design & Improvement • Change Impact & Monitoring & Evaluation | 10 | | |
| Governance Leadership | <ul style="list-style-type: none"> • Policy Formulation • Risk & Compliance Management • Cooperative Governance | 10 | | |
| Core Competencies | | | | |
| Moral Competence | | 5 | | |
| Planning & Organising | | 5 | | |
| Analysis and Innovation | | 5 | | |
| Knowledge and Information Management | | 5 | | |
| Communication | | 5 | | |
| Results and Quality Focus | | 5 | | |
| Total | | 100% | | |

| Score | Achievement Levels | Description |
|-------|--------------------|---|
| 1 - 2 | Basic | Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention. |
| 3 | Competent | Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analysis. |

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| 4 | Advanced | Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analysis. |
| 5 | Superior | Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods. |

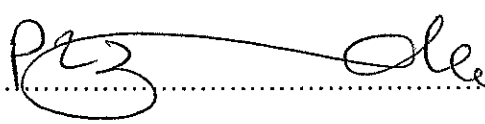
PERSONAL DEVELOPMENT PLAN

ANNEXURE B: PERSONAL DEVELOPMENT PLAN

| | | | |
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| Department | Office Of the Municipal Manager | | |
| Job title | Municipal Manager | | |
| Incumbent | Khethukuthula Joseph Zulu | | |
| Job Purpose | Head of administration responsible and accountable for overall council duties as delegated by the council as stated in the local Government Municipal Systems Act sec. 55(1) | | |
| Area identified for development | Objective of development | Type of intervention identified | Quarter targeted for completion |
| Governance and leadership | Ability to design, implement, monitor and evaluate the required innovative development, finance interventions or schemes | Board of Directors development programme through leadership | June 2025 |

EMPLOYEES SIGNATURE: 

DATE: 05 / 07 / 2024

MAYOR'S SIGNATURE: 

DATE: 8 / July / 2024

KEY PERFORMANCE AREAS: 1. MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT

| Strategic Objectives | Key Performance Objectives | Key Performance Indicator | Annual Target | Performance status on date of | | Score 1-5 |
|--|---|---|------------------------------|-------------------------------|-------------|-----------|
| | | | | 2nd Quarter Review | 4th Quarter | |
| To attract and retain skilled employees | Align organisational structure to meet the IDP objectives of the Municipality and have skilled staff in place | Number of reports on employment equity stats submitted | 4 | | | |
| To ensure on-going human resource development | Ensure training and skills development | % of WSP expenditure allocation spent | 80% | | | |
| To be an innovative organisation with improved performance | Ensure attendance of scheduled meetings | Number of EXCO & Council meetings attended | 18 EXCO & 9 Council meetings | | | |
| | Ensure consistency in the reporting mechanisms by line managers and HoDs | Submit Service Delivery & Budget Implementation Plan (SDBIP) quarterly reports to Council | Quarterly | | | |
| To foster effective and efficient Inter governmental Relations (IGR) | Ensure a customer focussed municipality. | Implementation and monitoring of the Customer Services Charter | July 2024 - June 2025 | | | |
| | Maintain relations with other government structures | Participation in Ugu DM IGR structures (IDPF, Planners Forum, DCF, YAF) | July 2024- June 2025 | | | |

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KEY PERFORMANCE AREAS: 2. SERVICE DELIVERY

| Strategic Objectives | Key Performance Objectives | Key Performance Indicator | Annual Target | Performance status on date of | | Score 1-5 |
|--|--|--|-----------------------|-------------------------------|-------------------------|-----------|
| | | | | 2 nd Quarter | 4 th Quarter | |
| To provide access to basic services | Provision of efficient and effective service delivery to the community resulting in reduced complaints | Improved and effective refuse collection service, street cleaning and maintaining of public facilities | July 2024 - June 2025 | | | |
| To facilitate the provision of housing | To provide decent housing to citizens of Ray Nkonyeni Municipality | No. of houses built in the rural housing programme | 310 | | | |
| To extend the provision of basic services and infrastructure to rural areas | Number of projects aimed at improving road network infrastructure | No. of KMs of graded | 1900 km | | | |
| | | No. of KMs of roads rehabilitated | 8.5 km | | | |
| To improve delivery of capital projects through investment in infrastructure development | | No. of meters of storm water systems maintained | 12000 m | | | |
| | | | | | | |
| To extend the provision of basic services and infrastructure to rural areas | Households provide with access to electricity to the community of RNM | No. of households with access to electricity within municipal area of supply | 2 000 | | | |

Pg. 2 Annexure A: Municipal Manager's Performance Plan 2024-25 (Key Performance Areas)

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| Strategic Objectives | Key Performance Objectives | Key Performance Indicator | Annual Target | Performance status on date of | | Score 1-5 |
|--|---|---|-----------------------|--------------------------------|-------------------------|-----------|
| | | | | 2 nd Quarter Review | 4 th Quarter | |
| To improve delivery of capital projects through investment in infrastructure development | Extending access to quality facilities to community | No. of community facilities built No. of bridge structures constructed | 4 3 | | | |
| To ensure existing infrastructure is maintained and improved. | Implement programmes aimed at maintenance of council buildings, halls and other public amenities to reasonable standards. | Facilities management to be in place to respond to maintenance matters | July 2024 - June 2025 | | | |

Pg. 3 Annexure A: Municipal Manager's Performance Plan 2024-25(Key Performance Areas)

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KEY PERFORMANCE AREAS: 3. LOCAL ECONOMIC DEVELOPMENT (LED)

| Strategic Objectives | Key Performance objectives | Key Performance Indicator | Annual Target | Performance status on date of Review | | Score 1-5 |
|---|--|---|-----------------------|--------------------------------------|-------------------------|-----------|
| | | | | 2 nd Quarter | 4 th Quarter | |
| To facilitate participation of youth and previously disadvantaged individuals in the economy | Implementing programmes aimed at promoting youth involvement in the mainstream economy | Facilitate youth projects and programmes that foster youth participation in RNM | July 2024 – June 2025 | | | |
| To grow the economy of the municipality through investment attraction and tourism development | Maintaining Blue flag status during 2024 - 25 | Maintaining the Blue Flag status for our current 5 beaches | July 2024 - June 2025 | | | |
| To promote sustainable livelihoods and enhance the fight against poverty | To ensure effective assistance of indigents & Implementation of the Indigent Policy To provide access to alternative energy to indigent community of Ray Nkonyeni | % of indigent households supported as per indigent register No. of households benefiting from gel distribution | 100% 8664 | | | |
| To grow the economy of the municipality through investment attraction and tourism development | To ensure that the tourism market is enhanced through various activities | Facilitate the hosting of events and programmes that market Ray Nkonyeni as a tourism destination | July 2024 - June 2025 | | | |

Pg. 4 Annexure A: Municipal Manager's Performance Plan 2024-25(Key Performance Areas)

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x. N.P. A.

| Strategic Objectives | Key Performance objectives | Key Performance Indicator | Annual Target | Performance status on date of | | Score 1-5 |
|---|---|--|--|--------------------------------|-------------------------|-----------|
| | | | | 2 nd Quarter Review | 4 th Quarter | |
| To drive job creation initiatives | To ensure municipality creates a conducive environment for job creation | No. of SMME & Co-operatives assisted supported in line with Entrepreneurship support programme | 35 | | | |
| To grow the economy of the municipality through investment attraction and tourism development | | EPWP facilitated as required and reported on (jobs created, committee meetings held, grant expenditure) Facilitate development of proposals, policies and strategies that drive development and enhance investments | July 2024 - June 2025 July 2024 - June 2025 | | | |

Pg. 5 Annexure A: Municipal Manager's Performance Plan 2024-25(Key Performance Areas)

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KEY PERFORMANCE AREAS: 4. MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT

| Strategic Objectives | Key Performance Objectives | Key Performance Indicator | Annual Target | Performance status on date of Review | | Score 1-5 |
|---|--|---|-----------------------|--------------------------------------|-------------------------|-----------|
| | | | | 2 nd Quarter | 4 th Quarter | |
| To improve revenue, cost reduction and management of debt | Improved debt and revenue management by the municipality and enhancing revenue collection | % collection rate achieved | 90% | | | |
| To ensure efficient and effective management of council assets and properties | To ensure that the Asset Register is in place and timeously updated | Implement and monitor an asset management policy. | July 2024 - June 2025 | | | |
| To improve revenue, cost reduction and management of debt | Ensure organisational awareness of the clean audit preparation | Proper monitoring controls on deviations of SCM policy and submission of reports to finance portfolio | July 2024 - June 2025 | | | |
| To ensure expenditure on long-term capital infrastructure project plans | Ensuring that expenditure allocation for long-term capital programmes is finalised within financial year | % of Capital Funding spent on Infrastructure Capital Programmes (IUDG) | 100% | | | |

Fig. 6 Annexure A: Municipal Manager's Performance Plan 2024-25(Key Performance Areas)

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KEY PERFORMANCE AREAS: 5. GOOD GOVERNANCE AND PUBLIC PARTICIPATION

| Strategic Objectives | Key Performance Objectives | Key Performance Indicator | Annual Target | Performance status on date of Review | | Score 1-5 |
|---|---|---|-----------------------|--------------------------------------|-------------|-----------|
| | | | | 2nd Quarter | 4th Quarter | |
| To promote and uphold principles of good governance and legal compliance | To ensure effective administration of the budgeting process and reporting within legislated framework | Facilitating adoption of budget and budget related policies | 31-May-25 | | | |
| | To ensure that adequate processes are introduced to address issues raised by the Auditor General | Facilitate processes that deal with internal controls, addressing AG findings and ensuring clean audit is achieved. | July 2024 - June 2025 | | | |
| | Ensuring Implementation of Organisational performance management and reporting on processes | PMS Framework implemented by Council. | July 2024 - June 2025 | | | |
| To ensure a safe and crime free municipality by reducing crime through law and by-law enforcement | Ensure by-laws are enforced, road safety & crime prevention programmes are in place and effective | No. of parking fines issued Number of fines issued for contravening by-laws | 8 000 8 000 | | | |
| To Promote and uphold principles of good governance and legal compliance | To ensure fully functional Margate Airport | Airport complying with regulations fully | July 2024 - June 2025 | | | |

Pg. 7 Annexure A: Municipal Manager's Performance Plan 2024-25(Key Performance Areas)

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| Strategic Objectives | Key Performance Objectives | Key Performance Indicator | Annual Target | Performance status on date of Review | | Score 1-5 |
|---|--|--|---------------|--------------------------------------|-------------|-----------|
| | | | | 2nd Quarter | 4th Quarter | |
| | To ensure that orderly planning is promoted and is within legal framework | % compliance with NBR regarding processing of building plans and issuing of valuation certificates | 100% | | | |
| To promote a culture of participatory democracy | Ensure that RNM promotes social cohesion through encouraging educational processes | No. of cyber-cadet workshops conducted Number of creative programmes conducted | 16 4 | | | |

KEY PERFORMANCE AREAS: 6. CROSS CUTTING ISSUES

| Strategic Objectives | Key Performance Objectives | Key Performance Indicator | Annual Target | Performance status on date of Review | | Score 1-5 |
|---|---|---|-----------------------|--------------------------------------|-------------|-----------|
| | | | | 2nd Quarter | 4th Quarter | |
| To create sustainable and resilient settlements | Number of projects facilitated to improve delivery of human settlements by 30 June 2025 | No. of housing Consumer Education Workshop held with affected communities | 4 | | | |
| | | Number of projects facilitated that impact on disaster management and visibility of protection services by 30 June 2025 | 420 | | | |
| To create sustainable and resilient settlements | Number of OHS programmes facilitated by 30 June 2025 | Number of emergency incidents responded to OHS operational and inspections conducted | July 2024 - June 2025 | | | |

Fig. 8 Annexure A: Municipal Manager's Performance Plan 2024-25(Key Performance Areas)

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| Strategic Objectives | Key Performance Objectives | Key Performance Indicator | Annual Target | Performance status on date of Review | | Score 1-5 |
|---|---|---|---------------|--------------------------------------|-------------|-----------|
| | | | | 2nd Quarter | 4th Quarter | |
| | Number of programmes facilitated that assist with waste minimisation by 30 June 2025 | Number of compliance audits conducted on Oatlands Landfill Site management | 4 | | | |
| To facilitate participation of youth and previously disadvantaged individuals in the economy. | To ensure that the Ray Nkonyeni community benefits from innovation programmes and investments | Number of Investment Promotions Presentation made to potential Investors / developers | 4 | | | |

| Key Performance Areas | Weighting % |
|---|-------------|
| Municipal Transformation & Organisational Development | 20 |
| Service Delivery & Infrastructure | 20 |
| Local Economic Development & Social Development | 15 |
| Good Governance and Public Participation | 20 |
| Municipal Financial Viability and management | 15 |
| Cross Cutting Issues | 10 |

Fig. 9 Annexure A: Municipal Manager's Performance Plan 2024-25(Key Performance Areas)

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|-------|-----|
| Total | 100 |
|-------|-----|

Pg. 10 Annexure A: Municipal Manager's Performance Plan 2024-25 (Key Performance Areas)

Handwritten notes: A, K2, Y, P.