



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

SENQU MUNICIPALITY

“(Hereinafter referred to as the employer)”

Represented by

**The Municipal Manager
Mr Thembinkosi Mawonga**

and

Mr L.B.A LEKHU

Municipal Development and Town Planning Director

“(Hereinafter referred to as the employee)”

2025/2026

PERFORMANCE AGREEMENT: PART A

1. INTRODUCTION

- 1.1 The **Employer** has entered into a contract of employment with the **Employee** in terms of section 57(1) (a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The **Employer** and the **Employee** are hereinafter referred to as "the Parties".
- 1.2 Section 57(1) (b) (ii) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement within one (1) month after the beginning of each financial year of the Municipality.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of **both the Employer the Employee** to a set of outcomes that will secure Local Government policy goals.
- 1.4 Section 57(1) (a) (b), (4A), (4B) ,(4C) and (5) of the Systems Act; No 32 of 2000 and subsequent amendments (the Systems Act, No Act 7 of 2011) , read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement within 60 days after the beginning of the financial year. The updated Performance review of the previous year will occur no later than July each year.
- 1.5 In its comprehensive version, this Performance Agreement is made up of five components, namely.
 - 1.5.1 **PART A:** The generic contextualizing agreement, which is not to be measured / assessed for performance but rather sets the legal and relationship context and stage for all other subsequent assessable sections / parts of this performance agreement.
 - 1.5.2 **PART B (Approximate weighting = 80%): Employee's Core Contributory Performance – Top Layer SDBIP-Based Scorecard Issues.** It is the **Performance Plan** for which this executive employee alone leads and is accountable for achieving the specific and unique outcomes set out for his / her department across the whole municipality in the Top Layer SDBIP. Part B does not focus on outcomes that a generic for all executives performed within and for their departments. It is the first measurable Part, wherein measurable targets in all unique **Strategic (from the TL SDBIP) and Functional (From Job Profiles)** outcomes and objectives have been set. For brevity, these outcomes and objectives must come from all only those KPAs wherein the executive employee's work cannot be generalized with that of her / his other executive peers **(in Part C below)**. The individual executive employee targets are based on the (i) Top Layer (Institutional) and (ii) Departmental /Directorate SDBIPs objectives and targets wherein the

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section 57 Manager plays a unique significant leadership contribution (iii) whatever strategic targets set in the Executive's Employment Contract Performance Clause.

- 1.5.3 **PART C** (approximate weighting = 0%): This is a crucial part of the executive employee's scorecard. It measures those aspects of work that all executives at this level are expected to perform on and achieve working as Heads for their departments. Since all executive directors do most of their work through other employees below them (subordinate / divisional managers), at this executive level, this Part C carries the greatest weighting of all the other scorecards in the Performance Agreement. It plans out and measures all departmental level strategic (in the departmental SDBIP) and generic / core managerial competence areas largely found in the functional list of the **executive's COGTA Job Profile list of activities and outputs**. Though most important, these core managerial competences (CMC and Critical Competence Requirements (CCRs), these are not unique. They are generic competences and performances that every section 57 executive employee must perform and be assessed on. These cover all 6 KPAs though mostly weighted heaviest on KPAs 3 (Financial Management & Viability); KPA 4: Institutional Transformation and Municipal Development) and KPA 5: Good Governance & Public Participation). These come from annually selected and prioritized Core Managerial Competences (CMCs) and Core Competency Requirements (CCRs). This selection process in this year has been streamlined to pick and use only those aspects which are already listed in the various Directors & MM's Job Profiles combined with those leadership roles implied in achieving each of the Top Layer SDBIP objectives and targets unique to the department that the executive leads.

- 1.5.4 **PART D (0%): Antecedent Input Behaviours. These are strategically winning behaviours that define what an individual must do in order that they succeed in leading strategic - performance in the municipality and in their department.** These have been given a weighting of zero – meaning they will be understood to be applicable in future but are not measured this Financial Year as a way of not slowing down the overwhelming parts of change management. In the years when these will be measured, their weighting will be borrowed from Parts B and C above so that this Part D weighs a maximum of 15% and still retain the overall weighting of Parts B, C & D at 80. The logic of including Part D Scorecard in the Performance Agreement is that, any manager or any employee's performance is enhanced or reduced by certain behavioral habits / practices that they adopt and display, for example, how they manage time, how they make decisions, how they build, lead or work in teams to mention a few. To ensure that these winning antecedent behaviours are always at their most positive to impact performance, KPIs and Targets are set in this Part to measure the institutionally selected behaviours. The selection of the top five or so can be agreed at executive management level or assigned to the MM and her / his delegated director (like Corporate Services Director where Individual Performance resides).

1.5.5 **PART E (20%): Competence – based Individual Development or Learning Plan (CBIDP).**

These are commonly called Personal Development Plans (PDPs) or Individual Development Plans (IDPs). Different from previous practices in many organisations, in this Part E, these competence development areas will be planned and measured against (i) competence gaps in fulfilling current job requirements and performances (**roughly 40% of this Part E**) (ii) generic individual managerial or developmental competence / performance gaps (**roughly 40% weighting of this Part E**) (iii) life development goals (**at 20% weighting at own cost but leave time allowed for examinations**). Unlike in Senqu's previous practices on the PDPs, and unlike what many other municipalities where PDPs are just a "wish list", whose actual achievement does not impact the employee's performance, in this case these Competence-Based Individual Development Plans CBIDPs have set targets and will constitute 20% of the overall performance of that employee in line with the provisions of the Skills Dev Act.

- 1.5.6 This Performance Agreement cannot be interpreted as if it is replaceable by the Performance Clause in the Executive's 5 Year Contract of Employment as some do at times. This agreement is an annualized sub-set through whose cumulative performance measurement and tracking, whatever the executive would have committed to deliver in 5 years gets achieved.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement, as agreed by both parties, is to, inter alia.

- 2.1 comply with the provisions of Section 57(1)(b), (4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;
- 2.2 specify objectives and targets defined and agreed with the employee and to communicate to 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.
- 2.3 specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement.
- 2.4 monitor and measure performance against set targeted outputs.
- 2.5 use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job.

- 2.6 in the event of outstanding performance, to appropriately reward the employee; and
- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

3 COMMENCEMENT AND DURATION

- 3.1 Notwithstanding the date of signature hereto, this Agreement will commence on the **1st July 2025** and will remain in force until **30th June 2026**. Thereafter, a new Performance Agreement, made up of the Performance Plan (the four parts B, C, & D Scorecards) and Personal Development Plan (CBIDP) shall be concluded between the parties for the next financial year or any portion thereof along the lines explained above.
- 3.2 The parties will review all the provisions of this Performance Agreement against its own efficaciousness as well as against existing and / or new local government policy changes in June of each year as part of the Performance Management System Annual Review. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than 31st July of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee's** 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 re-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 decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.
- 3.6 All revisions and amendments of this Agreement must be **immediately** noted and **immediately** counter-signed by the two agreeing parties, namely, the Employer and the Employee.

4 PERFORMANCE OBJECTIVES, KEY PERFORMANCE INDICATORS (KPIs), BASELINES AND TARGETS

- 4.1 Mutually aligned performance objectives, related KPIs, their KPI related baselines and targets form the basis and value chain of any strategic – performance management system of any organisation like the municipality.
- 4.2 They are kept in proper alignment through a Performance Plan as described below.
- 4.3 The full Performance Plan or Scorecard (**Parts B, C, D & E**) sets out-
 - 4.1.1 the performance objectives and targets that must be met by the **Employee**; and
 - 4.1.2 the time frames within which those performance objectives and targets must be met.
- 4.4 The performance objectives and targets reflected in (**Parts B, C and D**) as well as the Part E: (Competence Based Individual Development Plan (CBIDP) are set by the **Employer** in consultative agreement (hence the term Performance Agreement) with the **Employee** and are all based on or clearly aligned to the approved Integrated Development Plan, Top Layer Service Delivery and Budget Implementation Plan (TL SDBIP) and the Budget of the **Employer** and shall include key strategic and functional objectives; key performance indicators; target dates, weightings to reflect urgency and prioritisation, resource requirements, Means of Evidence Verification (MOVs).
 - 4.2.1 The key objectives describe the main intended achievements that need to be accomplished as derived from the Institutional (Top Layer) and Departmental SDBIPs wherein the Director makes their contribution in the Municipality.
 - 4.2.2 The **key performance indicators** provide the details of the evidence that must be provided to show that a key objective has been achieved. **Key** here means that there are many indicators from where one can chose, so the choice must prioritise only the few that will move forward the strategic objectives the most.
 - 4.2.3 The **baselines** are very important and must be decided consistent with language and units implied in the performance indicator when measurement of the indicator starts at the beginning of the year.

- 4.2.4 The **targets** describe the quantity or quality of the performance achieved in that objective and key performance indicator. In most cases, because the timeframe for achieving such a target is understood to be quarterly, semi-annually or annually, timeframes are not mentioned beyond these terms or columns.
- 4.2.5 The **weightings in %** show the importance of the key performance indicators and their targets relative to each other. They are crucial in computing the weighted average ratings at the end of period (quarterly, semi-annually, or annually). It is prudent to always work with an internal total weighting of 100% for each Scorecard (be it Part B, C, D or E).
- 4.5 The **Employee's** performance will, always, be measured in terms of contributions to the goals and strategies set out in the **Employer's** Integrated Development Plan and other sub-ordinate plans and projects that support the achievement of this IDP.

5 THE MUNICIPALITY'S PERFORMANCE MANAGEMENT SYSTEM

- 5.1 At a sitting between the employer and the employee, held onto discuss and agree on this year's performance, the Employee herewith agrees to participate in the performance management system that the Employer has adopted as reflected in this entire Performance Agreement document and its annexures (Parts B, C, D and E) s, as applicable for the Employer, management, and all other municipal staff of the Employer.
- 5.2 The Employee accepts that the purpose of the performance management system is to provide a comprehensive system with specific performance standards and targets to assist the Employer, Management and Municipal staff to perform to reach the standards required for each local government KPA.
- 5.3 The Employer will consult and support the Employee about all aspects required to achieve the specific performance standards that will be included in the performance management system as applicable to the Employee.
- 5.4 The Employee undertakes to actively focus towards the promotion and implementation of all the KPAs, objectives and KPIs (including special projects relevant to the employee's responsibilities) within the Local Government framework.
- 5.5 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

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- 5.5.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas, Objectives and Targets set in PARTS B, C, & D (when Part D is being measured) and the Competence Based Individual Development Plans (CBIDP in lieu of the usual PDP) based on prioritized Learning & Development Requirements (CCRs) respectively.
- 5.5.2 Each area of assessment (as per the four Parts described above) will be weighted and will contribute a specific part to the total score accordingly.
- 5.5.3 KPAs covering the main areas of work (PARTS B, C & D) will account for 80% and selected Developmental CRs (in the PART E – CBIDP) will account for 20% of the final assessment.
- 5.5.4 The total score must be determined using the rating calculator which will always be appropriately calibrated to accommodate all the three or four measurable scorecards and the weighting given to each KPI and target within each KPA as found in the four measurable scorecards, namely, Parts B, C, D and E. (This year Part D has been left out for introduction next year).
- 5.6 The Employee's assessment will be based on his / her performance in terms of the outputs / outcomes (measured through the performance indicators and their related targets) identified as per attached Performance Plan (**PARTS B, C & D**), which are collectively and distributively linked to all the 6 KPA's, and will constitute **80%** of the overall assessment result as per the weightings agreed to between the Employer and Employee. The weightings are set based, firstly, on this director's key job profiles which specify key activities / roles assigned to the incumbent as the director (HOD) of the department in their pursuit of each their own core KPAs, notwithstanding that this director, like all others must play supportive roles in the work done in other KPAs (signified by varying weighting each year).
- 5.7 The weightings shown below, while changeable to align with both the prevailing strategic and functional thrusts that this director must pursue, they must align with the average weighting per KPA assigned to each of the 80% Scorecards (Parts B and C combined). The Table below shows the weightings agreed for this current year for this director.

Key Performance Areas (KPA's)	Weighting
Basic Service Delivery	39%
Local Economic Development (LED)	18%
Municipal Financial Viability and Management	24%

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Key Performance Areas (KPA's)	Weighting
Good Governance and Public Participation	12%
Spatial Planning and Environmental Development	10%
Total	100%

- 5.7 In the case of managers / directors directly accountable to the Municipal Manager, the weighting of the key performance areas related to the strategic and functional area of the relevant Manager, will always be subject to negotiation between the Municipal Manager and the relevant manager / director. These agreed weightings must be translated to the top of each KPA in the actual Plan templates (PARTS B, C & D).
- 5.8 The developmental Competency Requirements (CR) (learning requirements in the CBIDP) will make up part of the other 20% of the Employee's assessment score. CRs that are deemed to be most critical for the Employee's specific job should be selected (✓) from the list below as agreed to between the Employer and Employee. Three of the CRs are compulsory for Municipal Managers. These Leading CRs make PART C – Generic / Core Managerial Competences (which are common to every Director / Senior Manager as agreed. A selection of Optional Core Competencies is selected each year and will form part of the Antecedent Input Behaviours (as explained earlier).
- 5.9 In this year's Performance Agreement, all of the critical and desired competency requirements have mostly been taken care of through Part C built largely on the directors' Job Profiles, which, coming from COGTA have already selected which of the CRs are important. So the table below is only a guide not a prescription for the KPIs and targets set out in Part C.

CORE COMPETENCY REQUIREMENTS (CCRs) FOR EMPLOYEES – Same Weighting for executives and managers at the same level		
LEADING COMPETENCIES	✓	WEIGHT
Strategic Direction and Leadership	✓	10%
People Management	✓	10%
Program and Project Management	✓	10%
Financial Management	✓	10%
Change Leadership	✓	10%
Governance Leadership	✓	10%
CORE COMPETENCIES		
Moral Competence	✓	10%
Planning and Organising	✓	10%

CORE COMPETENCY REQUIREMENTS (CCRs) FOR EMPLOYEES – Same Weighting for executives and managers at the same level		
LEADING COMPETENCIES	√	WEIGHT
Analysis and Innovation	√	10%
Knowledge and Information Management	√	10%
Communication	√	0%
Results and Quality Focus	√	0%
Total percentage	-	100%

6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan Scorecards (Parts B, C and D) to this Agreement each set out -
- 6.1.1 the standards and procedures for evaluating the Employee's performance; and
 - 6.1.2 the intervals for the evaluation of the Employee's performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition, review the Employee's performance at any stage while the contract of employment remains in force, subject to sufficient notice and reasons for justifying the variation being given to the employee.
- 6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Competence-Based Individual Development Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.
- 6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP and subordinate TL SDBIP and Departmental SDBIP and operational plans.
- 6.5 The annual performance appraisal will involve:
- 6.5.1 **Assessment of the achievement of results as outlined in the performance plan:**
 - (a) Each KPA should be assessed according to the extent to which the specified standards or performance targets set for each key performance indicator (KPI) 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 target first and then aggregated for each KPA.
- (c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final weighted average rating for each KPA score.

6.5.2 Assessment of the Competency Requirements

- (a) Each Competency Requirement should be assessed according to the extent to which the specified standards (based on the standard being treated as a KPI and calibrated targets set, agreed and subsequently met).
- (b) An indicative rating on the five-point scale should be provided for each selected CR based on set KPIs and related targets.
- (c) This rating should be multiplied by the weighting given to each selected CR during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final CR score.

6.5.3 Overall rating

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

6.6 The calibration of all set targets in each section / PART of the Performance agreement as well as the subsequent assessment of the performance attained by the Employee for each target will be based on the following rating scale for KPA's and the selected Competence Requirements (CRs) as reflected Part C taking from the Directors' Job Profiles which in turn have drawn them from the following CRs.

6.7 Below is the local government municipal regulations rating scale that each municipality has adopted.

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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 fully achieved all others throughout the year.					
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.					

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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 ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.					

6.7 For purposes of evaluating the annual performance of the Municipal Manager, an evaluation panel constituted of the following persons must be established moderate the ratings first agreed between the Employee – i.e. the MM and their supervisor (Executive Mayor)-

- 6.7.1 Executive Mayor or Mayor.
- 6.7.2 Chairperson of the performance audit Committee or the Audit Committee in the absence of a performance audit committee.
- 6.7.3 Member of the Mayoral or Executive Committee or in respect of a plenary type of Municipality, another member of Council.
- 6.7.4 Mayor and/or Municipal Manager from another Municipality; and
- 6.7.5 Member of a Ward Committee as nominated by the Executive Mayor or Mayor.

6.8 For purposes of evaluating the annual performance of Managers directly accountable to the Municipal Managers, an evaluation panel constituted of the following persons must be established;

- 6.8.1 The Municipal Manager.
- 6.8.2 Chairperson of the performance Audit Committee or the Audit Committee in the absence of a performance Audit Committee.
- 6.8.3 Member of the Mayoral or Executive Committee or in respect of a plenary type of Municipality, another member of Council; and
- 6.8.4 another Municipal Manager from another Municipality.

6.9 The Manager responsible for Human Resources of the Municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (6.7) and (6.8).

7. SCHEDULE FOR PERFORMANCE REVIEWS

- 7.1 Before the on-set of the Performance Management Cycle, all targets in PARTS B, C, and D must be calibrated against the rating scale of 1 – 5 in order to minimize common subjectivity that occurs when assessments are done during appraisal time.
- 7.2 The performance of each **Employee** in relation to his / her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

First quarter: July – September.....Period Review Report Concluded on.....

Second quarter : October – DecemberPeriod Review Report Concluded on.....

Third quarter: January – March.....Period Review Report Concluded on.....

Fourth quarter: April – June.....Period Review Report Concluded on.....

- 7.2 During these review sessions, targets are scored or rated, the targets may also be renegotiated and adjusted in re-alignment to the available budgets and other prevailing environmental conditions as necessary. The Employer shall keep a record of the mid-year review and annual assessment meetings and scores for cumulative averaging at the end of each year as provided by the policy.
- 7.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance done in mutual agreement with the employee.
- 7.4 The Employer will be entitled to review and make reasonable changes to the provisions of all PARTS "B, C & D & E" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.
- 7.5 The Employer may amend the provisions of PARTS B, C, and D & E 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 and ideally be in agreement before any such change is made. Both parties will sign-off any amendments made as such agreements are legally binding on both parties.

8. DEVELOPMENTAL REQUIREMENTS

The Competence-Based Individual Development Plan (CBIDP) in lieu of the normal Personal Development Plan (PDP) for addressing developmental gaps is attached as Part E as annexed.

9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer shall –

- 9.1.1 create an enabling environment to facilitate effective performance by the employee.
- 9.1.2 provide access to skills development and capacity building opportunities.
- 9.1.3 work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee.
- 9.1.4 on the request of the Employee delegate such powers reasonably required by the Employee to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and
- 9.1.5 make available to the Employee such resources as the Employee may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

- 10.1 The Employer agrees to consult the Employee timeously where the exercising of the Employer and / or Employee's delegated powers will have amongst others, a direct effect on the performance of any of the Employee's key functions, in particular;
 - 10.1.1 at the initial agreement of this document called the Performance Agreement (Parts A, B, C, D and E), it is envisaged that consultative discussions will be held and that the final signed off agreement will be signed for each part to signify that there was discussion and consensus for each part of this agreement. It is envisaged that the employee will prepare and present to the Employer a draft Performance Agreement (in all its agreed Parts showing calibrated targets for each scorecard) for discussion at a timely agreed date and time. Once agreed, dated and signed by both parties, the Performance Agreement is deemed to be legally binding to both parties, such that no party shall vary any part of it without consultation and agreement with the other Party.
 - 10.1.2 at every performance appraisal / review session (quarterly in line with the municipal performance regulations, unless agreed otherwise within the municipality's Performance Management policy),

the Employee shall present their own self rating scores and reasons for discussion and comparing notes with the Employer (who will also have already scored the employee independently prior to the meeting). In this meeting notes are being compared, agreements on performance levels to be maintained, or improved agreed with clear additional support for the employee being agreed. Such support will include necessary coaching and mentoring, training and development arrangement. It is at these formal review / appraisal sessions that any targets may be adjusted, in writing and all changes co-signed against this initial agreement by both parties indicating reasons for such a change.

10.1.3 continuously commit the Employee to implement or to give effect to a decision made by the Employer that affect and are affected by this agreement;

10.1.4 continuously commit the Employer to render all necessary support (resources, emotional, intellectual and physical) as may be reasonably needed by the employee to optimally perform what has been agreed in this Performance Agreement; and

10.1.5 that has a substantial financial effect on the Employer.

10.2 The Employer agrees to inform the Employee of any outcome of any decisions taken outside the consultation with the employee, with regards to the implementation of this Performance Agreement pursuant to the exercise of powers contemplated in 10.1 above as soon as is practicable, as part of the Employer's coaching roles in order to enable the Employee to take any necessary action without delay. It is envisaged that such decisions will be rare and mostly coming from outside the municipal administration sphere like council, COGTA, National Treasury, SALGA etc.

11. MANAGEMENT OF EVALUATION OUTCOMES

11.1 The final evaluation of the Employee's performance will be conclusively pronounced by the selected panel as envisaged in section 27 (d) of the Performance Regulation, also recapped in sub-sections 6.7 and 6.8 in this document above. The panel will perform a moderating role on all signed performance appraisal reports of each review session held and agreed between the Employer and Employee in the course of the year. For administrative fairness, both the Employer and the Employee should always be present or at least represented to clarify any issues that the panel may wish to have clarified.

11.2 Based on the final scores / ratings presented to and confirmed by the panel, a performance bonus of between 5% to 14% of the total remuneration package **may be paid to the Employee (subject to the policy and the resources available to the municipality as stated in the Systems Act)** in recognition

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of outstanding performance that the municipality wishes to sustain and also in line with the provisions of the municipal performance management regulations. Such reward will be constituted as follows:

- 11.2.1 a rating of 4 out of the 5 point rating scale is given a score of between 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
- 11.2.2 a rating of 5 out of the 5 point rating scale is given a score of between 150% and above is awarded a performance bonus ranging from 10% to 14%.

N.B.: It should be noted that the rating process (against the 5 point scale) must always happen first before the use of the percentage equivalents ranging from 70% - 166%+ because not all targets can be calibrated up to 166%+, so it is better to rate first on the numbers and use the % as qualifiers as shown below.

11.3 In the case of unacceptable performance, the Employer shall –

- 11.3.1 On confirming performance shortfalls, immediately provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 11.3.2 After appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

12.0 MANAGEMENT OF EVALUATION OUTCOMES

12.1 The evaluation of the Employee's performance shall form the basis for rewarding outstanding and excellent performance only (ratings 4 and 5) or correcting unacceptable performance (Ratings 2 and below) as reflected in the table below –

Rating (out of the 5 point scale)	% Score (for those instances where performance is meaningfully stretchable beyond 100%)	Equivalent on a Usual 100% Maximum (where performance can never be meaningfully calibrated beyond 100%)	% of annual package payable as a performance Bonus
4.00 - 4.19	130.0% - 133.8%	(65.0% - 66.9%)	5%
4.20 – 4.39	134.0% – 137.8%	(67.0% - 68.9%)	6%

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4.40 – 4.59	138.0% - 141.8%	(69.0% - 70.9%)	7%
4.60 – 4.79	142.0% - 145.8%	(71.0% - 72.9%)	8%
4.80 – 4.99	146.0% - 149.8%	(73.0% - 74.9%)	9%
5.00 – 5.19	150.0% - 152.8%	(75.0% - 76.4%)	10%
5.20 – 5.39	153.0% - 155.8%	(76.5% - 77.9%)	11%
5.40 – 5.59	156.0% - 158.8%	(78.0% - 79.4%)	12%
5.60 – 5.79	159.0% - 161.8%	(79.5% - 80.9%)	13%
5.80 – 5.99	162% - 164.8% +	(81.0% - 82.4%) +	14%

12.1.1 At the end of the 4th quarter, the Executive Authority will determine, based on the final panel ratings based on the rating / scoring table above, if the s56 / s57 Director / manager is eligible for a performance bonus as envisaged in his/her contract of employment based on the bonus allocations shown in the table above.

12.2 In the case of unacceptable performance, the Employer shall -

12.2.1 Provide systematic remedial or developmental support to assist with **Employee** to improve his or her performance; and

12.2.2 After appropriate performance counseling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the **Employer** may consider steps to firstly shift the employee to another position within the municipality (if possible). If that does not help, then and only then will the Employer invoke procedures to terminate the contract of employment of the **Employee** on grounds of unfitness or incapacity to competently perform out his or her duties.

12.2.3 Nothing contained in this Agreement in any way limits the right of the Municipality to terminate the Director's contract of employment with or without notice for any other breach by the Director of his obligations to the Municipality or for any other valid reason in line with fair labour practice and law.

13 MERITS AWARDS

13.1.1 Merit awards for Section 56 employees are determined by performance against targets. Once performance criteria have been established, performance targets are reviewed regularly. At the end of the financial year, actual performance is compared against the agreed performance targets to determine the magnitude of the merit increase. The merit increase is calculated as a percentage of the total annual package of the employee, as indicated in the table hereunder.

Score / 200	Merit
130 to 141 (65%-70%)	1% of total package
142 to 149 (71% - 74%)	2% of total package
150 to 161 (75%-80%)	3% of total package

Performance Agreement – Part A: Municipal Development and Town Planning Director,
2025/26

162 to 165 (81 – 82%)	4% of total package
166+ (83% +)	5% of total package

- 13.1.2 Merit awards are subject to policy and Budgetary provisions made on an annual basis the merit bonuses may be paid as a 'once off' payment or at agreed quarterly intervals i.e. over a number of months.

14 DISPUTE RESOLUTION

- 14.1 Any disputes about the nature of the Municipal Manager's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –

14.1.1 The MEC for Local Government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or

14.1.2 Any other person appointed by the MEC.

14.1.3 In the case of Managers directly accountable to the Municipal Manager, 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) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee.

- 14.2.1 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.

15. GENERAL

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

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

- 15.3 The performance assessment results of the Municipal Manager must be submitted to the MEC responsible for Local Government in the relevant province as well as the National Minister responsible for Local Government, within fourteen (14) days after the conclusion of the assessment.

Performance Agreement – Part A: Municipal Development and Town Planning Director,
2025/26

16. The signatures below signify that the Employer and the Employee have discussed and agree on every detail contained and implied in this Part A of the Performance Agreement.

Thus **done** and **signed** aton this the..... day of 2025.

AS WITNESSES:

1. _____

EMPLOYEE (DIRECTOR)

2. _____

AS WITNESSES:

1. _____

MUNICIPAL MANAGER

2. _____

INDIVIDUAL PERFORMANCE SCORECARD: FY25/26											
EMPLOYEE NAME: Lehangang Lethu		DIRECTOR DEVELOPMENT AND TOWN PLANNING SERVICES		PC334		PROVINCIAL CODE:		PROVINCE/CLUSTER/UNIT:		FY25/26	
JOB TITLE: Line Manager's Title		MUNICIPAL MANAGER				FINANCIAL YEAR:				Weighting: 80.00%	
TECHNICAL COMPETENCIES											
ORGANISATIONAL OUTCOMES		FY25/26 ANNUAL OPERATIONAL PLAN		INDIVIDUAL PERFORMANCE PLAN		ANNUAL TARGET		TARGET STANDARDS		QUARTERLY TARGETS	
FOCUS AREA		OUTCOME		INDIVIDUAL OI/KPI No		INDIVIDUAL KPI		WEIGHTING		ANNUAL TARGET	
Basic Service Delivery	Service Delivery	High Municipal Service Delivery Excellence Culture	1	Development/review of the strategies.	3.00%	Develop/review 77% Strategies by 30th May 2025. (Land Acquisition Strategy)	1 = <42%	4th Quarter			Land Acquisition Strategy submitted to MM for inclusion in the Council Agenda for approval (via email)
Service Delivery	High Municipal Service Delivery Excellence Culture	2	Develop/review Integrated Development Plan (IDP) for 2025/2026 and the Housing Sector Plan by 30 June 2025.	3.00%	Developed /reviewed 77% Strategies by 30th May 2025.	1 = <42%	4th Quarter			Proof of emailed submission of Plans for approval to the MM	

Service Delivery	High Municipal Service Delivery Excellence Culture	3) Approved Consolidation Plan for the DLTIC even 78 an 80 by June 2026.	3.00%	Approval of the Consolidation Plan of the DLTIC Even 78 and 80 by June 2026.	1 - < not even a draft available	4th Quarter	Approved Plan
					2 - First draft available but not yet approved		
					3 - submitted for approval on last due date;		
Service Delivery	High Municipal Service Delivery Excellence Culture	4) Reduce the stand down period of all Service Delivery vehicles per Incident (Maintenance)	3.00%	Avail 77% of departmental vehicles as per the schedule.	1 - <42%	Q1-N/A	Proof of submission to Technical Services (Roads and Stormwater Manager) by the Departmental Co-ordinator signed off by the Director (Email)
						Q2-N/A	
Service Delivery	High Municipal Service Delivery Excellence Culture	5) Reduce the stand down period of all Service Delivery vehicles per Incident (Breakdowns, Fault warning and Accidents)	3.00%	77% of Fault warning, Breakdowns and Accidents must be reported within 24 hours of occurrence.	1 - <42%	Q1-N/A	Proof of submission to Technical Services (Roads and Stormwater Manager) by the Departmental Co-ordinator signed off by the Director (Email)
						Q2-N/A	

LED Strategy Implementation	High Municipal Service Delivery Excellence Culture	9) Jobs created through Local Economic Development (LED) initiatives including capital projects	5,00%	77% Jobs created through Local Economic Development (LED) initiatives including capital projects	1 = <42%	Q1- N/A	Annual report on the number of jobs created through LED initiatives submitted to the MMW@ email).
						Q2- N/A	
LED Strategy Implementation	High Municipal Service Delivery Excellence Culture	10) Complaint Businessess within Sengul LM	5,00%	77% Complaint Businessess within Sengul LM	1 = <42%	Q1- N/A	Register of compliant businesses
						Q2- N/A	
LED Strategy Implementation	High Municipal Service Delivery Excellence Culture	11) To attract one (1) major investments by 30 June 2026	5,00%	To attract one (1) investor by 30 June 2026.	1. = < not even a draft available 2. = First draft available but not yet approved	Q1- N/A	Proof of SLA/signed contract of the investor submitted to the MMW@ email)
						Q2- N/A	

Financial Viability and Management	Financial Management	High Municipal Service Delivery Excellence Culture	12. Approve departmental specifications	3.00%	Approve 77% of departmental specifications as per the procurement plan.	1 = <42%	Q1- N/A	Q2- N/A	1. Signed off specs 2. Proof of Approval to Manager (email).
	Financial Management	High Municipal Service Delivery Excellence Culture	13. Complete evaluation of performance of service providers per invoice.	3.00%	Evaluate 77% of performance all service providers per invoice by June 2016 (Invoices above R30 000)	1 = <42%	Q1- N/A	Q2- N/A	1. Signed off evaluation forms 2. Proof of submission to Finance (register).
	Financial Management	High Municipal Service Delivery Excellence Culture	14. Adhere to Bid Committee meeting schedule	3.00%	Attend 77% Bid Committee meetings reflected in the approved schedule	1 = <42%	Q1- N/A	Q2- N/A	Attendance registers for each meeting attended

Financial Management	High Municipal Service Delivery Excellence Culture	15 Expenditure of the 2025-2026 Operational Budget by 30 June 2026	3.00%	77% Expenditure of the 2025-2026 Operational Budget by 30 June 2026	1 = <42%		Q1: N/A	Expenditure report of the 2025-2026 Operational Budget reflecting departmental spending (system generated)
							Q2: N/A	
Financial Management	High Municipal Service Delivery Excellence Culture	16 Expenditure of the 2025-2026 Capital Budget by 30 June 2026	3.00%	77% Expenditure of the 2025-2026 Capital Budget by 30 June 2026	1 = <42%		Q1: N/A	Expenditure report of the 2025-2026 Capital Budget reflecting departmental spending (system generated)
							Q2: N/A	
Financial Management	High Municipal Service Delivery Excellence Culture	17 Reduce unauthorised irregular, fruitless and wasteful expenditure	3.00%	Reduce by 50% unauthorised, irregular, fruitless and wasteful expenditure by 30 June 2026 (Departmental)	1 = <42%		Q1: N/A	Report generated by Finance on Unauthorised, Irregular, Fruitless and Wasteful expenditure
							Q2: N/A	

Financial Management	High Municipal Service Delivery Excellence Culture	18 No of properties in the Municipality's books transferred to their rightful owners so that there is proper billing for municipal services	3.00%	Signed agreements/ SC reports	1 - < not even a draft available 2 - First draft available but not yet approved 3 - submitted for approval on last due date; 1 - <42%	Annual Target Register for municipal properties transferred to the rightful owners for proper billing developed by 30 June 2025.	Proof of Annual Report on the number of properties in the Municipality's books transferred to their rightful owners so that there is proper billing for municipal services submitted to the M&W (via email).
Financial Management	High Municipal Service Delivery Excellence Culture	19 Increase of tenants with up to date lease agreements by 30 June 2025.	5.00%	77% Signed lease agreements	1 - <42%	Annual target	Signed lease agreements
Institutional Transformation and Development	Improved Performance Management	20 Approve identified departmental training needs.	3.00%	Approval of 77% identified departmental training needs by 30 December 2025.	1 - <42%	Q1-N/A Q2-Submit training needs	1. Submission register

Improved Performance Management	To promote the right of access to information	21) Draft departmental job descriptions (only where new positions exist/amended job descriptions), submit resignations and requests for adverts submitted to corporate services line early	3.00%	77% of departmental draft job descriptions, resignations and requests for adverts submitted within the stipulated timeframes	1 = <42%	Q1: N/A Q2: N/A	Job description Request to advertise and resignation submitted to Director Corporate Services.
Improved Performance Management	To promote the right of access to information	22) 77% Departmental OHS/LF resolutions responded to with 48 hours; reporting of alleged misconducts within 7 days of the occurrence to the Municipal Manager and responding or initiating legal matters within the stipulated timeframes.	3.00%	77% Feedback received, reported alleged misconduct and responding to/initiation legal matters within the prescribed timeframes	1 = <42%	Q1: Annual report on the Resolutions implemented alleged misconduct reported and initiated legal matters	Report submitted to the MM on Resolutions resolved
Improved Performance Management	To promote the right of access to information	23) Signed scorecards of your immediate subordinate	3.00%	77% Compliance of contracting with immediate subordinate by 31 July 2025.	1 = <42%	Q1: 100% Signed Scorecards Q2: N/A	Signed Scorecards

Improved Performance Management	To promote the right of access to information	24) Develop Departmental Policies/ By-Laws/SOP's	3.00%	Develop/review Policies/By-Laws/SOP's by 30th May 2025. (List the Policies/By-Laws/SOP's)	1 = <43%	Q1: N/A	Equal with attachments of Policies/By-Laws/SOP's sent to MM for approval.
						Q2: N/A	
Good Governance and Public Participation	Improved & enhanced Oversight and functioning of municipality	25) Risk Mitigation measures implemented by June 2025	3.00%	77% of Risk Mitigation measures implemented by June 2025	77% of Risk Mitigation measures implemented by June 2025	1 = <42%	77% on risk implementation as per the approved plan in all 4 quarters
Adhere to Good Governance	Improved & enhanced Oversight and functioning of municipality	26) Signed Declaration of interest by all staff members in the department	3.00%	77% Compliance of declaration of interest by all departmental staff members by 30 August 2025.	1 = <43%	77% of Signed declarations by 30 August 2025	Declaration Register as proof.

Adhere to Good Governance	Improved & enhanced Oversight and functioning of municipality	27 Feedback provided on the disseminated Audit Action Plan.	3.00%	77% of issues identified in the audit action plan reported on / resolved	1 = <42%	77% Audit Action Plan issues resolved	Audit Action Plan quarterly progress reports on issues in the Audit Action Plan resolved
Adhere to Good Governance	Improved & enhanced Oversight and functioning of municipality	28 Implement Resolutions as per the resolution register of SEM/Top Management/ MPAC /EXCO /Council by 30 June 2026 (Departmental Related)	3.00%	77% Implementation of SEM/Top Management/ MPAC /EXCO /Council Resolutions (Departmental Related) by 30 June 2026.	77% 1 = <42%	Q.4 – Annual report on the Resolutions implemented on MPAC/EXCO/Council Resolutions.	Q.4 – Annual report on the Resolutions implemented on MPAC/EXCO/Council Resolutions.
Spacial Planning and Environmental Development	Attending complaints and issuing of Land Invasion contravention notices.	29 Carrying out the signing of Memorandum of Understanding between Senqo and the Basotho Traditional Council Signed by 30 June 2026	2.00%	Signed MOU between Senqo and the Basotho Traditional Council by June 2026	1 = <42%	QTR 1= Draft MOU to the Basotho Traditional Council for inputs. QTR 2=N/A QTR 3=N/A QTR 4=Signed MOU	1. Attendance register of meeting with the Basotho Traditional Council. 2. Signed MOU.

Institutional Transformation and Development	Strategic Direction and Leadership	Accountable and clean municipal administration	1 Strategic direction and leadership	10.00%	Provide and direct vision of the institution and inspire and deploy others to deliver on the strategic institutional mandate	1= Not applicable	Q1: N/A	Strategic Sessions attendance registers
	People management	Improved capacity in communicating municipal information	2 People Management	10.00%	Effectively manage, inspire and encourage people, respect diversity, optimize talent and build mature relationships in order to achieve institutional objectives.	1= Not applicable	Q1: 1 N/A	Skills Audit Register
	Planning the integration of the social, economic, institutional and physical aspects of land development to improve the overall development of all human settlements	Improved planning of municipal programmes	3 Change leadership	10.00%	Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community.	1= Not applicable	Q1: N/A	Policy Workshop attendance register

Improved Performance Management	Improved planning of municipal programmes	4 Analysis and Innovation	10.00%	1= Not applicable	Q1-1 SEM Meeting Attended	4 Attendance Registers of SEM
					Q2-1 SEM Meeting Attended Q3-1 SEM Meeting Attended Q4-1 SEM Meeting attended	
Improved Performance Management	Improved planning of municipal programmes	5 Knowledge and information management	10.00%	1= Not applicable	Q1-1 SEM Meeting Attended	4 Attendance Registers of SEM
					Q2-1 SEM Meeting Attended Q3-1 SEM Meeting Attended Q4-1 SEM Meeting attended	
Basic Service Delivery	Programme and Project Management	6 Programme and Project Management	10.00%	1= Not applicable	Annual Target	Approved plans
	High Municipal Service Delivery Excellence Culture					

Improved Performance Management	Improved Planning of Municipal Programmes	7/Planning and Organising	10.00%	Able to plan, prioritise and organise information and deliver projects to ensure the quality of service delivery and build effective contingency plans to manage risk.	1= Not applicable	Q1-1 AC Meeting Attended Q2-1 AC Meeting Attended Q3-1 AC Meeting Attended Q4-1 AC Meeting attended Q1- N/A	4 Attendance Registers of AC
Financial Viability and Management	Financial Management	8/ Financial Management	10.00%	Able to compile plans and manage budgets, control cashflows, initiate financial risk management and administer procurement processes in accordance with recognised financial practices. Further to ensure that all financial transactions are managed in an ethical manner	1= Not applicable	Q2- submit inputs (Adjustment) Q3-submit inputs (drafts) Q4-submit inputs (Main)	Proof of submission of Departmental Budget inputs (Email to Finance)
Good Governance and Public Participation	Implementation of Resolutions made by Mandated Municipal Structures and ensuring proper delegations	9/ Governance Leadership	10.00%	Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation of relevant policies and enhance cooperative governance relationships.	1= Not applicable	Q1-1 RMC Attended Q2-1 RMC Attended Q3-1 RMC Attended Q4-1 RMC attended	4 Attendance Registers of RMC

Improved Performance Management	Accountable and clean municipal administration	100% Morale Competence	100%	Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competence.	Not applicable	Annual Target	Report generated by Finance on Unauthorized, Irregular, Frivolous and Wasteful Expenditure.
TOTAL				100.00%			

By signing this performance scorecard, the manager and employee hereby indicate their full understanding of, and agreement with the contents of the scorecard. The manager and the employee both acknowledge that this is in full compliance with Senqu Local Municipality's Performance Management Policy.

Name of employee: Lebogang Lekhu
Signed by: Lebogang Lekhu
Date: 7/30/2025

100.00%

Manager: THEMBINIKOSI MAWONGA
Signed by: THEMBINIKOSI MAWONGA
Date: 7/31/2025

Name of Employee: Leocigang Luna

Current Job Role / Title: Director Development and Team Planning

Name of Cluster / Department Where Employed: Municipal Development and Team Planning

Period Covered by the Part B of the Employee's Performance Plan: 1st July 2025 to 30th June 2026

Section 1: Job Specific - Involvement Development - 20% of Part E for this financial year (unless agreed to by Mgt it is assumed there is a job specific development gap for new staff in a new role. This section should be included in the employee's Development Plan for the first year of employment).		Section 2: General Employee - Personal Development - 80% of Part E for Year 2025/26	
Number and Name of Individual Competences	Weighting of the Competences	Weighting of the Competences	Weighting of the Competences
1. CMO	100%	100%	100%
Section 3: Overall Performance - 100% of Part E for Year 2025/26		Section 4: Overall Performance - 100% of Part E for Year 2025/26	
Number and Name of Overall Competences	Weighting of the Overall Competences	Weighting of the Overall Competences	Weighting of the Overall Competences
2. CMO	100%	100%	100%
Section 5: Overall Performance - 100% of Part E for Year 2025/26		Section 6: Overall Performance - 100% of Part E for Year 2025/26	
Number and Name of Overall Competences	Weighting of the Overall Competences	Weighting of the Overall Competences	Weighting of the Overall Competences
3. CMO	100%	100%	100%

Employee's Name:

Supervising Manager's Name and Title:

Corporate Services Performance Mgt Unit Witness's Name (Representing Performance Mgt Office):

Employee's Signature

Supervising Manager's Signature

Witness's Signature

Date of Signing:

Date of Signing:

Date of Signing: