

PERFORMANCE AGREEMENT

Made and entered into by and between:

Maluti-A-Phofung Municipality

[AS REPRESENTED BY THE MUNICIPAL MANAGER]

Adv. Motswahae Matthews Mofokeng

AND

Acting - Director: Corporate Services

Adv. Lebona Samuel Motloutung

for the

FINANCIAL YEAR: 01 JULY 2025 - 30 June 2026

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ENTERED INTO BY AND BETWEEN:

The Municipality of **Maluti-A-Phofung Municipality** herein represented by **Motswahae Matthews Mofokeng** in his capacity as the **Municipal Manager** (hereinafter referred to as the Employer or Supervisor) and **Lebona Samuel Motloung** in his capacity as the **Acting - Director: Corporate Services** (hereinafter referred to as an Employee)

WHEREBY IT IS AGREED AS FOLLOWS:

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 of 2000 (hereinafter referred to as the "Systems Act"). The Employer and the Employee (are hereinafter referred to as "parties").
- 1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance Agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4)(a), 57(4)(b) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to –

- 2.1 comply with the provisions of Section 57 (1)(b), (4)(a), (4)(b) and (5) of the Systems Act as well the Contract of Employment entered into between the parties;
- 2.2 specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of Employee's performance expectations and accountabilities;
- 2.3 specify accountability as set out in the Performance Plan (Annexure A);
- 2.4 monitor and measure performance against set targeted outputs;

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- 2.5 use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for permanent employment and/or to assess whether the Employee has met the performance expectations applicable to his job;
- 2.6 appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 This agreement will commence on **01 September 2025** and will remain in force until **(A period not exceeding three months)** 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;
- 3.2 The parties will review the provisions of this Agreement at least once a year, during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning 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 abovementioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

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4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
 - 4.1.1 the performance objectives and targets that must be met by the Employee; and
 - 4.1.2 the quality requirements and time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates, quality requirements and weightings.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The quality requirements define the quality standards which the indicators must meet. The weightings show the relative importance of the key objectives to each other.
- 4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.
- 5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.
- 5.3 The Employer will consult the Employee on the specific performance standards that will be included in the performance management system as applicable to the Employee.

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6 AGREEMENT TO COMPLY WITH EMPLOYER'S SYSTEM

- 6.1 The Employee agrees to participate in the performance management and development system that the Employer adopts.
- 6.2 The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 6.3 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.
- 6.3.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Leadership Competencies respectively.
- 6.3.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 6.3.3 KPAs covering the main areas of work will account for 80% and Leading Competency Requirements will account for 20% of the final assessment.
- 6.4 The Employee's assessment will be based on his/ her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

#	Key Performance Areas (KPA's)	Weighting
1.	Good Governance, Leadership and Public Participation	
2.	Municipal Institutional Development and Transformation	
3.	Basic Service Delivery	
4.	Local Economic Development	
5.	Municipal Financial Viability and Management	
Total		100

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6.5 The leading Competencies make up the other 20% of the Employee's assessment score. The table below depicts the leading competencies assigned to the senior manager as per the Local Government "Regulation" on the appointment and conditions of employment of senior manager

#	CORE COMPETENCY	Institutional Standard	Director: Public Safety, Transport and Protection Services' Standard	
1.	Communication	Able to share information, knowledge and ideas in a clear focused and concise manner appropriate for the audience in order to effectively convey, persuade, and influence stakeholders to achieve the desired outcome	Disseminate and convey information and knowledge adequately	10
2.	Result and Quality Focus	Able to maintain the high quality standard focus on achieving results and objectives while consistently striving to exceed expectation and encourage others to meet the quality standard, further to actively monitor and measure results and quality against identified objectives	Monitors progress, quality of work, and use of resource, provides status updates and make adjustments as needed	10
3.	Planning and organising	Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk	Schedule tasks in order to ensure that they are performed within budget and with efficient use of time and resources	10
4.	Knowledge and Information management	Able to promote the generation and sharing of knowledge and information through various processes and media in order to	Regularly share information and knowledge with stakeholders and team members	5

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#	CORE COMPETENCY	Institutional Standard	Director: Public Safety, Transport and Protection Services' Standard	
		enhance the collective knowledge base of local government		
5.	Analysis and Innovation	Able to analyse information, challenges, and trends to establish and implement facts-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives	Identify solutions on various areas in the department	5
6.	Moral Competencies	Able to identify moral trigger, apply reasoning that promotes honesty and integrity consistently, display behaviour that reflects moral competence	Identify, develop and apply measures of self-correction	10
Total 50				

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#	Leadership Competencies	Generic Standards	Director: Public Safety, Transport and Protection Services' standard	Weight
1	Strategic direction and leadership	Provide and direct a vision for the institution and inspire and deploy others to deliver on the strategic institutional mandate	Actively define performance measures to monitor the progress and effectiveness of the department	15
2	People Management	Effectively manage, inspire, and encourage people respect diversity, optimise talent and build nurture relationship in order to achieve institutional objectives	Provide mentoring and guidance to others in order to increase personal effectiveness Identify development and learning needs within the department	10
3	Program and Project Management	Able to understand program and project management methodology plan, management, monitoring and evaluate specific activities in order to deliver set objectives	To ensure that departmental programs monitored to track progress and optimal resource utilisation and adjustments are made as needed	10
4	Financial Management	Able to compile plan and manage budget, control cash flow, institute financial risk management and administer procurement processes in accordance with the recognised financial practises. Further to ensure that all financial transactions are managed in an ethical manner	Identify and implement proper monitoring and evaluation practises to ensure appropriate spending against budget	5
5	Changed leadership	Able to direct and initiate transformation in departmental e employees in order to successfully drive and implement new	Motivate and inspire others around change initiatives	5

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		initiatives and deliver professional and quality service to the communities.		
6	Governance Leadership	Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practises and obligations. Further able to deliver to direct the conceptualisation of relevant policies and enhance co-operative governance relationship.	Demonstrate a high level of commitment in complying with governance requirements	5
Total 50				

7. EVALUATING PERFORMANCE

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

7.1.1 the standards and procedures for evaluating the Employee's performance; and

7.1.2 the intervals for the evaluation of the Employee's performance.

7.2 Despite the establishment of the agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage (*e.g. quarterly – highly recommended*) while the contract of employment remains in force.

7.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implemented within the agreed upon time frames.

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

7.5 The annual performance appraisal will involve the following:

7.5.1 Assessment of the achievement of results as outlined in the performance plan:

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- (a) Each KPA shall be assessed according to the extent to which the specified standards or performance indicators have been met or exceeded 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 (refer to paragraph 7.5.3 below) must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the leading and Core Competency Requirements:

- (a) Each Assessment of the leading and Core Competency Requirements 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 Assessment of the leading and Core Competency Requirements.
- (c) The applicable assessment rating calculator (refer to paragraph 7.5.1) must then be used to add the scores and calculate a final Assessment of the leading and Core Competency Requirements score.

7.5.3 Overall rating

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

7.6 Assessment of the performance of the employee

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

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					

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LEVEL	TERMINOLOGY	DESCRIPTION	RATING				
			1	2	3	4	5
		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	Full effective	Fully effective Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					

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LEVEL	TERMINOLOGY	DESCRIPTION	RATING				
			1	2	3	4	5
2	Not fully effective	<p>Performance is below the standard required for the job in key areas.</p> <p>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.</p>					
1	Unacceptable performance	<p>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.</p>					

7.7 For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established –

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7.7.1 Municipal Manager;

7.7.2 Member of the Audit Committee;

7.7.3 Member of the Mayoral Committee; and

7.7.4 Municipal Manager from another municipality

8. SCHEDULE FOR PERFORMANCE REVIEWS

- 8.1 The performance of each Employee in relation to his 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:

INTERVAL	PERIOD	EVALUATION DEADLINE
First quarter	(July – September)	Before end October
*Second quarter	(October – December)	Before end January
Third quarter	(January – March)	Before end April
*Fourth quarter	(April – June)	Before end December

* These performance reviews must be formal and documented

- 8.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.
- 8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 8.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.
- 8.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended as the case may be.

In that case the Employee will be fully consulted before any such change is made.

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9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is included below.

10. OBLIGATIONS OF THE EMPLOYER

10.1 The Employer shall:

10.1.1 create an enabling environment to facilitate effective performance by the employee;

10.1.2 provide access to skills development and capacity building opportunities;

10.1.3 work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;

10.1.4 on the request of the Employee delegate such powers reasonably required by the Employee to enable him/her to meet the performance objectives and targets established in terms of this Agreement; and

10.1.5 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.

11. CONSULTATION

11.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others:

- a) a direct effect on the performance of any of the Employee's functions;
- b) commit the Employee to implement or to give effect to a decision made by the Employer; and
- c) a substantial financial effect on the Employer.

11.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

service at the current remuneration package on 30 June (end of financial year) **subject to a fully effective** assessment.

12.6 In the case of unacceptable performance, the Employer shall:

- a) provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- b) 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.

13. DISPUTE RESOLUTION

13.1 Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/or any other matter provided for, shall be mediated by the Mayor within thirty (30) days of receipt of a formal dispute from the Employee, whose decision shall be final and binding on both parties.

13.2 Any dispute about the outcome of the employee's performance evaluation shall be mediated by a member of the municipal council, appointed by the Mayor, provided that such a member was not part of the evaluation panel provided for in paragraph 7.7 above, within thirty (30) days of receipt of a formal dispute from the employee, whose decision shall be binding on both parties.

14. GENERAL


14.1 The contents of the performance agreement shall be made available to the public by the Employer in accordance with the Municipal Finance Management Act, 2003 and section 46 of the Municipal Systems Act, 2000.

14.2 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.

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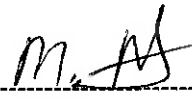
Thus done and signed at Phuthaditjalo on this the 17th day of September 2025

Between:  (Signature)

LEBONA SAMUEL MOTLOWING (Full Name)

(EMPLOYEE)


AND


 (Signature)

M. M. Mofokeng (Full Name)

(REPRESENTING EMPLOYER)

AS WITNESSES:

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15. PERFORMANCE PLAN

Entered into

by and between

Motswahae Matthews Mofokeng

in his capacity as

Municipal Manager

of the **Maluti-A-Phofung Municipality**

(hereinafter referred to as the Representative of the Municipality, the Employer)

and

Lebona Samuel Motloun

in his capacity as

Acting - Director: Corporate Services

of

Maluti-A-Phofung Municipality

(hereinafter referred to as the Employee)

FINANCIAL YEAR: 01 JULY 2025 - 30 June 2026

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16. Introduction

A Performance Plan is a strategic management tool that enables the performance of the employee to be assessed in an objective and fair manner. It defines the Council's expectations of the Acting Director: Corporate Services performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

This Performance Plan is composed of three distinct plans:

a. Output Plan

The output plan is a plan of what outputs the employee is expected to deliver on. The outputs are defined in terms of the tangible deliverables (product or service). The quality requirements include the standard of the product or service and the time frame within which it must be delivered. Finally, the indicator must reflect what evidence must be produced to demonstrate the delivery.

b. Competency Plan

The competency plan is a plan of what competencies (skills, knowledge, and attitude) the employee must acquire to be able to perform and deliver on the set objectives effectively. It entails the determination of the gap between the required level of competence and the employee's actual level of competence.

c. Development Plan

The development plan is a plan of what development interventions will be undertaken to bridge the gap between the required level of competence and the employee's actual level of competence and thus bring the employee to the desired competency level.

17. Output Plan

17.1 Introduction

The output plan is a plan of what outputs the employee is expected to deliver on. It consists of the key performance areas (KPA's), weighting, outputs, performance indicator, baseline information and a target. A key performance area is a defined or demarcated area of performance. The outputs are defined in terms of the tangible deliverables (product or service).

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The quality requirements include the standard of the product or service and the time frame within which it must be delivered. The quality requirements are the standards which measure the quality of the service or product.

The baseline information is the current information which is used as a starting point from which performance will be measured. Finally, the indicator must reflect what evidence must be produced to demonstrate the delivery.

a. Key Performance Areas

The following are Key Performance Areas (KPA's) as outlined in the Local Government: Municipal Planning and Performance Management Regulations (2006) and the Municipality's IDP:

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18. OUTPUT PLAN – CORPORATE SERVICES SDBIP

KEY PERFORMANCE AREA (KPA) 3: FINANCIAL MANAGEMENT & VIABILITY

Goal(s) 3: To improve the effectiveness of governance administrative and financial systems

Strategic Objective	KPI NO	Project Name	Indicator	Budget Allocation 2025/2026	Baseline	Spatial Reference	Annual Target 2025/2026	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Means of Verification	Custodian
To enhance organisational performance, financial viability and management of municipal resources.	165	Implementation of Workplace Skills Plan	% of the Municipality's budget for training and development Traffic Officers refresher course by 30 Sept 2025	R150 000	100%	Municipal Office	1	1 report	-	-	-	Training report signed off by Director with proof of training evidence, registers, copies of training certificates & expenditure	Director Corporate
	166		% of the Municipality's budget for training and development Labour relations course by 31 Dec 2025	R150 000	100%	Municipal Office	1	-	1 report	-	-	Training report signed off by Director with proof of training evidence, registers, copies of training certificates & expenditure	Director Corporate
	167		% of the Municipality's budget for training and	R150 000	100%	Municipal Office	1	-	-	1 Report	-	Training report signed off by Director with proof of training evidence, registers, copies of	Director Corporate

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		development on basic cleaning and hygiene by 31 March 2026										training certificates & expenditure	
	168	% of the Municipality's budget for training and development on Customer Care & Batho Pele Principles by 30 June 2026	R150 000	100%	Municipal Office	1	-	-	-	1 report	Training report signed off by Director with proof of training evidence, registers, copies of training certificates & expenditure	Director Corporate	
	169	% of the Municipality's budget for training and development on Disaster management awareness training by 30 June 2026	R150 000	100%	Municipal Office	1	-	-	-	1 report	Training report signed off by Director with proof of training evidence, registers, copies of training certificates & expenditure	Director Corporate	

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	170		% completion of record management system and user training by 30 June 2026	R250 000	New	Municipal Office	100%	1 progress report	1 progress report	1 progress report	1 Completion report	Progress report, signed training registers attendance reports training reports	Director Corporate
	171	Bids Processing	Average number of days take to process a bid submission of specification to adjudication by 30 June 2026	Operational Budget	65 days	Municipal Office	65 days	65 days	65 days	65 days	65 days	Bids Evaluation Report	Director: Corporate Services

KEY PERFORMANCE AREA (KPA) 4: MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT

Goal(s) 3: To improve the effectiveness of governance administrative and financial systems

Strategic Objective	KPI NO	Project Name	Indicator	Budget Allocation 2025/2026	Baseline	Spatial Reference	Annual Target 2025/2026	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Means of Verification	Custodian
Improve the effectiveness of governance administration and financial systems	172	Review of Employment Equity Plan	Number of employment equity reports submitted to the Department of Labour by	Operational Budget	1	Municipal Office	1	-	-	1	-	Employment equity report. Letter of good standing from Department of Labour	Director Corporate Services

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		31 March 2026												
173	Submission of Workplace Skills Plan	Number of workplace skills plan submitted to LGSETA by 31 Sept 2025	Operational Budget	1	Municipal Office	1	-	-	-	Council resolution and email confirmation from LGSETA	Council approved WSP and proof of submission to LGSETA	Director Corporate Services		
LEAVE DIVISION														
174	Leave Management	Number of monthly leaves captured: sick/ maternity, vacation, study, special or family responsibility leave by 30 June 2026	Operational Budget	New Indicator	Municipal Office	12 reports	3 reports	3 reports	3 reports	3 reports	Leave Reports and leave page reference numbers	Manager: Human Resources and Development		
175	Long service encashment	Number of long service encashment reward by 30 June 2026	Operational Budget	New	Municipal Office	4 x reports	1 x report	1 x report	1 x report	1 x report	Leave Reports and leave page reference numbers	Manager: Human Resources and Development		

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	176	Percentage of contracts developed and monitored against a set criterion	Operational Budget	New	Head office	100%	100%	100%	100%	100%	Contract Register	Manager: Legal Services	Assessment of vendor performance on a quarterly basis
	177	PMS	Turnaround time for the submission of departmental performance reports	Operational Budget	Within 10 days after the end of each quarter	Municipal Office	Within 10 days after the end of each quarter	Within 10 days after the end of each quarter	Within 10 days after the end of each quarter	Within 10 days after the end of each quarter	Within 10 days after the end of each quarter	Signed off POEs with all relevant attachments	Director: Corporate Services.
	178	Review of the Organizational Structure for 2025/2026	Number of organizational structures reviewed by 30 Sept 2025	Operational Budget	1 (Nov' 2017)	Municipal Office	1	1	-	-	-	Adopted Organizational structure and organizational review report	Director Corporate Services
	179	Litigations, By-Laws and Contracts	% of legal services projects implemented/ reduced by 30 June 2026	Operational Budget	75%	Municipal Office	100%	Litigations/ Cases Management, By-laws Review, Contracts Vetting	Litigations/ Cases Management, By-laws Review, Contracts Vetting	Litigations/ Cases Management, By-laws Review, Contracts Vetting	Litigations/ Cases Management, By-laws Review, Contracts Vetting	Legal Services Quarterly Report	Director: Corporate Services.
To improve employee wellness	180	Review and implementation of Wellness calendar	% Implementation of employee wellness	R250 000	100%	Municipal Office	4 x reports	1 x report	1 x report	1 x report	1 x report	Signed quarterly reports	Director Corporate Services

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			strategy by 30 June 2026 (Women's day celebration, Financial management, Men's health awareness, Mental health awareness, Financial management, Cancer awareness, Sports, HIV/AIDS Awareness, Mental Health Awareness, Financial Management & Medical Screening) by 30 June 2026											
	181	Implementation of Occupational	% Implementati on of OHS	R250 000	4 reports	Municipal Office	4 x reports	1 x report	1 x report	1 x report	1 x report	Signed quarterly reports	Director Corporate Services	

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		Health and safety strategy	strategy by 30 June 2026											
ICT														
To enhance organisational performance, financial viability and management of municipal resources.	182	Security Systems Master plan	% Implementation of Security Systems Master Plans by 30 June 2026	Operational Budget	New Indicator	Municipal Office	4 x reports	1 x report	1 x report	1 x report	1 x report	Signed quarterly reports	Director	Corporate Services
	183		% Implementation of Security Systems Master Plan (annual milestones) by 30 June 2026	Operational Budget	New Indicator	Municipal Office	4 x reports	1 x report	1 x report	1 x report	1 x report	Signed quarterly reports	Director	Corporate Services
	184	Document Management	% Implementation of document management Systems (File Plan, Policy &	Operational Budget	100%	Municipal Office	4 x reports	1 x report	1 x report	1 x report	1 x report	Signed quarterly reports	Director	Corporate Services

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			Registry Procedure Manual by 30 June 2026											
To enhance organisational performance, financial viability and management of municipal resources	185	Safeguard municipal data	Number of reports for remote backup on municipal systems conducted - PayDay HR and Payroll) Financial Information System (Venus) by 30 June 2026	R1.2M	2	Municipal Offices	4 x reports	-	-	2 x reports	2 x reports	Progress reports	Director Corporate Services	
To enhance organisational performance, financial viability and management of municipal resources.	186	Protection of municipal data	Number of ICT security applications monitored (Anti-virus and Firewall) by 30 June 2026	R1.2M	8 reports	Municipal Offices	8 reports	2 x reports	2 x reports	2 x reports	2 reports	System generated report from 2 different systems: Anti-virus & Firewall	Director Corporate Services	
	187		Number of Software	R1.2M	New indicator	Municipal Offices	8 x reports	Progress report	8 x reports	-	-	Quarterly reports	Director Corporate Services	

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			licenses to be procured (Ms Teams, Acrobat Adobe Pro, Microsoft Premium 365, Premium IT helpdesk software, Asset management software, Syntell and caseware by 30 June 2026											
188	ICT Asset Register	Asset	Number of Updated ICT Asset Registers Annually by 30 June 2026	Operational Budget	1	Municipal Offices	4 x ICT asset register	1 x ICT asset register	1 x ICT asset register	1 x ICT asset register	1 x ICT asset register	Updated ICT Asset register	Director Corporate Services	
189	ICT Governance framework	Governance framework	ICT Governance framework reviewed by 31 Dec 2025	R50 000	100%	Municipal Offices	1	-	1 x report on policies	-	-	Signed quarterly reports	Director Corporate Services	

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To enhance organisational performance, financial viability and management of municipal resources.	190	ICT Policies – Laptop Policy Telephone Usage, Cellphone and Connectivity Policy, Firewall Policy User Account Management, Disaster Management Policy and Backup Policy by 31 Dec 2025	ICT Policies	R50 000	100%	Municipal Office	1	-	1	-	-	Signed quarterly reports	Director Corporate Services
	191	ICT Masterplan	Implementation of Security System Master Plan by 31 Dec 2025	R50 000	New	Municipal Office	1	-	1 x report	-	-	Quarterly report	Director Corporate Services

KEY PERFORMANCE AREA (KPA) 5: GOOD GOVERNANCE & PUBLIC PARTICIPATION

Goal(s) 3: To improve the effectiveness of governance administrative and financial systems

Strategic Objective	KPI NO	Project Name	Indicator	Budget Allocation 2025/2026	Baseline	Spatial Reference	Annual Target 2025/2026	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Means Verification of	Custodian
To improve the effectiveness of governance administrative	192	Circular 88 compliance	Number of Circular 88 reports developed	Operational Budget	4 x reports	Whole Municipality	4 x reports	1 x report	1 x report	1 x report	1 x report	Circular 88 quarterly reports	Director: Corporate Services

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and financial systems			and submitted by 30 June 2026											
	193	Funding Plan	% Implementation of activities in the Funding Plan for own department by 30 June 2026	Operational Budget	100%	Whole Municipality	100%	100%	100%	100%	100%	100%	Report on the Implementation of the Funding Plan signed off by the Director	Director: Corporate Services
To enhance organizational performance, financial viability and management of municipal resources.	194	Electronic documents system implemented	Number of Electronic Document and Records Management System Implemented by 30 June 2026.	Operational Budget	4	Municipal Office	4 x reports	1 x report	1 x report	1 x report	1 x report	1 x report	Report on the implementation and management of the EDRMS and IMIS	Director Corporate Services
	195	Council Meetings	Number of Council meetings coordinated by 30 June 2026	Operational Budget	4	Municipal Office	4 x reports	1 x report	1 x report	1 x report	1 x report	1 x report	Invite, Agenda & Attendance registers	Director Corporate Services
	196	MAYCO meeting	Number of MAYCO	Operational Budget	10	Municipal Office	10	3 x report	2 x report	2 x report	3 x report	3 x report	Notices, Agenda & Attendance registers	Director Corporate Services

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			meetings coordinated by 30 June 2026											
To strengthen integrated planning, monitoring and evaluation of municipal programmes	197	Circulation of MAYCO and Council resolutions to all departments	Turnaround time for MAYCO and Council resolutions to be circulated to all departments by 30 June 2026	Operational Budget	7 days	Whole Municipality	Within 7 working days from the date of the meeting	Within 7 working days from the date of the meeting	Within 7 working days from the date of the meeting	Within 7 working days from the date of the meeting	Within 7 working days from the date of the meeting	MAYCO and Council Resolutions Reports with proof of circulation email and schedule of MAYCO	Director Corporate Services	
To ensure good corporate governance and public participation	198	MAYCO Resolutions	% of MAYCO Resolutions implemented for own department by 30 June 2026	Operational Budget	100%	Whole Municipality	100%	100%	100%	100%	100%	Report on the implementation of MAYCO resolutions. Resolution Register	Director: Corporate Services	
	199	Council Resolutions	% Council Resolutions implemented for own department 30 June 2026	Operational Budget	100%	Whole Municipality	100%	100%	100%	100%	100%	Report on the implementation of Council resolutions. Resolution Register	Director: Corporate Services	

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To improve the effectiveness of governance administrative and financial systems	200	MPAC/Propec	Turnaround time in circulation of MPAC/Propec Resolutions by 30 June 2026	Operational Budget	7 days	Municipal Office	7 days	Within 7 working days from the date of the meeting	Within 7 working days from the date of the meeting	Within 7 working days from the date of the meeting	Within 7 working days from the date of the meeting	Circulation schedule of MPAC/PRPPEC Resolutions	email of	Director: Corporate Services
	201		% Implementation of MPAC/Propec Resolutions relevant to the department by 30 June 2026	Operational Budget	100%	Municipal Office	100%	100%	100%	100%	100%	Report on the implementation of MPAC/Propec Resolution Register		Director: Corporate Services
To improve the effectiveness of governance administrative and financial systems	202	Audit Committee resolutions	% of Audit Committee resolutions implemented for own department by 30 June 2026	Operational budget	100%	Whole Municipality	100%	100%	100%	100%	100%	1. Audit Committee Resolution 2. Report on the implementation of Audit Committee resolutions		Director: Corporate Services
	203	A-G Matters	% of A-G matters addressed for own	Operational Budget	100%	Whole Municipality	100%	100%	100%	100%	100%	Audit action plan report		Director: Corporate Services

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		department as per the audit action plan by 30 June 2026											
	204	Internal Audit Findings	% Implementation of departmental Internal Audit findings by 30 June 2026	Operational Budget	100%	Whole Municipality	100%	100%	100%	100%	100%	1. Resolution Register 2. Internal Audit Findings Implementation Report	Director: Corporate Services
To ensure good corporate governance and public participation	205	Risk Management	Number of reviews conducted for departmental operational risk registers to identify emerging risks by 30 June 2026	Operational Budget	4 reports	Whole Municipality	4 x reports	1 x report	1 x report	1 x report	1 x report	Operational Risk Review Report signed off by Director	Director: Corporate Services

MM

Adv. MM Mofokeng
Municipal Manager

Date: 17 September 2025

SM
S.K.
K.D.
MM

LS

Adv. LS Motloung
Acting-Director: Corporate Services

Date: 17 September 2025

19. PERSONAL DEVELOPMENT PLAN

The Personal Development Plan that pertains to what development interventions are envisaged and planned to bridge the gap between the required level of competence and the employee's actual (current) level of competence and thus bring the employee to the desired competency level.

#	Identified area of development	Outcomes expected (Proficiency level)	Suggested training/development/capacitation activity	Planned timeframes	Work opportunity created to practice skill/development
1.					
2.					
3.					

Scoring Key:

COMPETENCY LEVEL		SCORE
Fully Competent	Mastered the Competency	5
Partially Competent	Has sufficient competence to operate at the required level	3
Significant Development Required	Competence falls short of the required level	1

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 M.D. SKM
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20. PROFICIENCY KEY:

- **Basic**

The proficiency level required to successfully perform at the level of “new entrant” or a person who can only handle the competency in its “basic format” and requires regular supervision and direction. The purpose of training and development is to move the proficiency level from that of “basic” to at least “competent” for all middle managers.

- **Competent**

This proficiency level indicates that the person can perform the competency at the minimum required level, i.e., able to display the competency at the required level, without supervision. This is the standard that any performance improvement programme and training or coaching effort seeks to achieve.

- **Advanced**

This proficiency level indicates that the performer has fully mastered the competency, works without supervision, is capable of instructing others on the competency and capable of solving or applying the competency to a wide range of new or different situations.

K.O. Sum
S.K. M.M.

Thus done and signed at Phuthi/Thaba on this the 17 day of September 2025

Between: [Signature] (Signature)

L S MOTLOUNG (Full Name)

(EMPLOYEE)

AND

[Signature] (Signature)

M. M. Mofokeng (Full Name)

(REPRESENTING EMPLOYER)

AS WITNESSES:

1. [Signature]

2. [Signature]

MALUTI-A-PHOFUNG MUNICIPALITY

DECLARATION OF FINANCIAL INTERESTS BY AN EMPLOYEE

(in terms of item 5 of the Code of Conduct for Municipal Staff Members)

Full names: ADV. LEBONA SAMUEL MOTLOUNG

RSA Identity Number: 7106015381088

Instructions:

1. In the column "particulars of body in which, or from which, interest is or accrues" please fill in the name of the body in which the interest is held or from which the interest accrues.
 - 1.1. Shares in life insurance companies obtained due to demutualization (e.g. Old Mutual or Sanlam) must also be filled in.
 - 1.2. "Interest in any trust" includes both being a trustee or a beneficiary of a trust.
 - 1.3. "Other financial interests in any business undertaking" includes instances where an employee is a so-called "silent" or "sleeping" partner in any business undertaking other than those already disclosed.
 - 1.4. "Employment and remuneration" other than that received as an employee.
 - 1.5. "Interest in property" refers to interest in fixed property, including an employee's primary residence.
2. The column "value/size of interest" the true value of the interest at the time of the declaration being made must be declared.

Type of interest	Particulars of body in, or from which, interest is or accrues	Value / size of interest
Shares and securities in any company		
Membership of any close corporation	N/A	
Interest in any trust		
Directorships	MOTSONOTLE HOLDINGS (PTY) LTD (PC)	33,3%
Partnerships	N/A	

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Other financial interests in any business undertaking		
Employment and remuneration	N/A	
Interest in property		
Pension		
Subsidies, grants and sponsorships by any organisation	N/A	
SPOUSE FULL NAMES	RSA IDENTITY NUMBER	BUSINESS INTERESTS (NB Attach separate sheet if provided space is not enough)
1 ST		
2 ND	N/A	
3 RD		
CHILDREN FULL NAMES		
1 ST TAKATSO MOTLOUNG	010919 5787 087	NONE
2 ND KUTLOANO MOTLOUNG	040528 5376 084	NONE
3 RD REALEBOHA MOTLOUNG	18 May 2012	NONE

I,

- (a) Hereby declare that the information supplied on this form is, to the best of my knowledge, correct and current and that I do not have any other financial interests than those declared above; and
- (b) Understand that I must annually declare any changes in the nature or detail of my financial interests as set out above to the Municipal Manager in writing by the completion of this form.


Signature

02/10/2025
Date

13.2.1 DIRECTOR CORPORATE SERVICES POSITION

"ANNEXURE H"

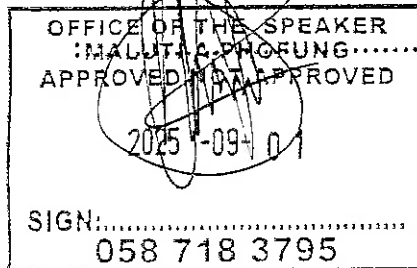
COUNCIL RESOLVED:

1. Council takes note that the term of the incumbent as Director Corporate Services is coming to an end on the 31st August 2025.
2. As a result, the position will become vacant as of the 1st of September 2025.
3. Council approves for the filling in of the position.
4. Adv. LS Motloutsi is appointed to act for a period not exceeding three months
5. Mayor must prepare an item for the next Council meeting to request for the advertisement of the position of Director Corporate Services and the appointment of a selection panel.

Signed

Cl/Adv. Nandlenkosi Dlamini

Speaker



Date

03/09/2025

Issued by

.....

Received by

Puslets - Maya (PJ Maya)

M.M.