

THE PERFORMANCE AGREEMENT

*Entered into by and between
the Ekurhuleni Metropolitan Municipality
"the Employer"*

Duly represented by the City Manager of Ekurhuleni Metropolitan Municipality

**and
"the Employee"**

HoD: City Planning

*for the Financial Year:
1 July 2017 - 30 June 2018*

M.M

S.S

Page | 1

S. N. H.

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Ekurhuleni Metropolitan Municipality herein represented by **Dr. Imogen Mashazi** in her capacity as City Manager (hereinafter referred to as the Employer)

And

Mr./Me. Motubatse Motubatse, employee of the Ekurhuleni Metropolitan Municipality (hereinafter referred to as the 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 56 of the Local Government: Municipal Systems Act 32 of 2000 as amended ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".
- 1.2 Section 56 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 the relevant sections 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(2)(a),(3A) and (4c) of the Act as well as the employment contract entered into between the parties;
- 2.2 specify national and local key performance areas (KPI's), key performance indicators (KPI's) and objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan (IDP), 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 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.

M.M

S.G

S.NH

3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on **1 July 2017** and will remain in force until **30 June 2018**. Thereafter 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, if applicable.
- 3.2 The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than 31 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 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.

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 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 (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include key objectives; key performance indicators; target dates and weightings.
- 4.2.1 The KPA's describe the main tasks that need to be done.
- 4.2.2 The KPI's provide the details of the evidence that must be provided to show that a key objective has been achieved.
- 4.2.3 The target dates describe the timeframe in which the work must be achieved.
- 4.2.4 The weightings show the relative importance of the key objectives to each other.
- 4.3 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** about 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 the KPAs (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.

5.5.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Leading and Core Competency requirements (LCCs) respectively.

5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

5.5.3 KPAs covering the main areas of work will account for 80% and LCCs will account for 20% of the final assessment.

5.6 The **Employee's** assessment will be based on his 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)
Municipal Infrastructure Development and Service Delivery
Municipal Institutional Development and Transformation
Local Economic Development (LED)
Municipal Financial Viability and Management
Good Governance and Public Participation

5.7 The Leading and Core Competencies (LCCs) will make up the other 20% of the **Employee's** assessment score. All LCCs are deemed to be essential and critical for the **Employee's** job and will therefore form part of the employee's performance agreement. See Annexure A.2 of this agreement for the Leading and Core Competency requirements of the HOD.

6. EVALUATING PERFORMANCE

6.1 The Performance Plan (Annexure A) to this Agreement sets 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.

6.3 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 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.

6.5 The annual performance appraisal will involve:

6.5.1 **Assessment of the achievement of results as outlined in the performance plan:**

M.M

S.G

Page | 4

S. KH

- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
- (b) An indicative rating on the five-point scale should be provided for each KPA.

6.5.2 Assessment of the LCCs:

- (a) Each applicable competency 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 competency.
- (c) This rating is to be multiplied by the weighting given to each competency during the contracting process, to provide a 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 assessment of the performance of the **Employee** will be based on the following rating scale for KPA's and CCRs:

Terminology	Description	Rating
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.	5
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.	4
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.	3
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.	2

Terminology	Description	Rating
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.	1

6.7 For purposes of evaluating the annual performance of the HoD, an evaluation panel constituted of the following persons must be established:

- 6.7.1 Municipal Manager;
- 6.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 6.7.3 MMC for City Planning;
- 6.7.4 Municipal manager from another municipality; and
- 6.7.5 Manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulation. (Regulation 27(4)(f) of Regulation 805).

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 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 2017
Second quarter	:	October – December 2017
Third quarter	:	January – March 2018
Fourth quarter	:	April – June 2018

7.2 The **Employer** shall keep a record of the mid-year review and annual assessment meetings.

7.3 Performance feedback shall be based on the **Employer's** assessment of the **Employee's** performance.

7.4 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.

7.5 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.

8. DEVELOPMENTAL REQUIREMENTS

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

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 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 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 powers will have amongst others –

- 10.1.1 A direct effect on the performance of any of the **Employee's** functions;
- 10.1.2 Commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and
- 10.1.3 A substantial financial effect on the **Employer**.

10.2 The **Employer** agrees to inform the **Employee** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the **Employee** to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

11.1 The evaluation of the **Employee's** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

11.2 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:

- 11.2.1 A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
- 11.2.2 A score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

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

- 11.3.1 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 DISPUTE RESOLUTION

12.1 Any disputes about the **nature of the employee's performance agreement**,

whether it relates to key responsibilities, priorities, methods of assessment and/ or salary increment in the agreement, must be mediated by –

In the case of managers directly accountable to the municipal manager, the executive mayor or mayor within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.

- 12.2 Any disputes about the **outcome of the employee's performance evaluation**, must be mediated by-
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), within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.

13. GENERAL

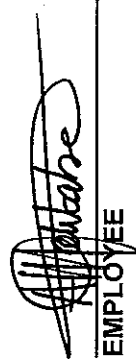
- 13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the **Employer**.
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at Kempston Park.....on this the 11th day of July ... 2017

AS WITNESSES:

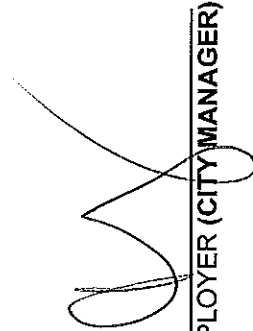
1. 

2. 


EMPLOYEE

AS WITNESSES:

1. 


EMPLOYER (CITY MANAGER)

ANNEXURE A

PERFORMANCE PLAN

FOR

Mr. /Me. Motubatse Motubatse

HoD: City Planning

Content

1. Purpose of the Agreement
2. Responsibilities of the HoD: City Planning
3. Flagships
4. Appraisal Outcome Summary
5. Performance Plan
 - 5.1 Key Performance Areas
 - 5.2 Core Competency Requirements/Core Managerial Competencies
6. Declaration Statement for Measurement
7. Signatories
8. Personal Development Plan

Source of information: Approved 2017/2018 SDBIP and other strategic documents.

1. PURPOSE OF THE AGREEMENT

The performance plan defines the Council's expectations of the HoD: **City Planning**. The performance plan detailed in Section 4.1 is in response to Section 56) of the Municipal Systems Act, as amended, i.e. the performance plan is based on the municipality's Integrated Development Plan (IDP).

2. RESPONSIBILITIES OF THE HOD: CITY PLANNING

The Head of Department in his/her capacity as the head of the department is responsible for the following:

- Effective management of the department which includes human resources management, strategy management, operations management and governance management as it relates to all delegations.
- Political support and advice to political structures and political office bearers.
- Development of monitoring and reporting system for the department.
- Development and implementation of measures to achieve departmental results management of the interface between political offices and department.
- Facilitating participation by the local community in the affairs of the municipality.
- Provide strategic support to the office of the City Manager.
- Law making as it relates to the department and implementation of the municipality's by-laws and other legislation.
- Development and implementation of departmental strategy.

The Head of Department in his/her capacity as the head Accounting Officer of the department is responsible for the following:

- Management of the financial administration of the department, and must for this purpose take all reasonable steps to ensure that the resources of the entity are used effectively, economically and transparently.
- Management of assets and liabilities on behalf of the municipality.
- Management of supply chain as relates to demand management, procurement of goods and services in line with relevant policies and legislation.
- Budget management which includes budget formulation and implementation in line with adopted priorities in the IDP.
- Development and implementation of departmental resource plan.
- Financial governance as related to financial report and accounting.

3. FLAGSHIP PROJECTS

PROJECT NAME	PROJECT DESCRIPTION	KEY PROJECT ACTIVITIES	KEY OUTPUTS	DUE DATE OF SUBMISSION OF PROJECT PLAN	DATE OF COMPLETION OF PROJECT
	NOT APPLICABLE				

4. APPRAISAL OUTCOME SUMMARY AS PER THE 2017-2018

Key Results	Key Performance Indicators	Annual Target	Quarter 1	Mid-Year Review/ Appraisal	Quarter 3	Year-End Appraisal
Upgrading of land tenure form leasehold to free hold title.	1. Number of Townships Regularized	20 townships	Progress report	Progress report	Progress report	49%
To achieve environmental well-being	2. % of dolomitic land unlocked	90%	Progress Report	Progress Report	Progress Report	90%
Increase property ownership and orderly built environment	3. Townships Regularized	5	Progress Report	Progress Report	Progress Report	5
Spatial justice and sustainable development	4. % of Development Planning applications FINALISED in accordance with the approved Municipal Spatial Development Framework	94%	93.25%	93.50%	93.75%	94%
To achieve environmental well-being	5. % of Building Plans submitted and finalized within a prescribed period	72%	71.25%	71.50%	71.75%	72%
To achieve environmental well-being	6. % of land affected by geotechnical hazards rehabilitated	80%	Not for reporting in this quarter	Not for reporting in this quarter	Not for reporting in this quarter	80%
Compatible land uses and orderly built environment	7. % compliance with provisions of the EMM Town Planning Scheme (ETOPS)	67%	64%	65%	66%	67%
To achieve urban integration	8. Number of Land parcels Encroachment resolved as reported	80%	72.50%	75%	77.50%	80%
To achieve urban integration	9. % compliance with the National building regulations and Building Standard Act (Inspections & Law	75%	72%	73%	74%	75%

Key Results	Key Performance Indicators	Annual Target	Quarter 1	Mid-Year Review/ Appraisal	Quarter 3	Year-End Appraisal
	Enforcement)					
To achieve urban integration	10. % Compliance with the EMM Out-door Advertising Policy and By-Laws (Law Enforcement)	81%	78%	79%	80%	81%
To achieve urban integration	11. % of Out-door Advertising applications submitted and finalised within a prescribed period	81%	72%	75%	78%	81%
To achieve urban integration	12. Number of Precinct Plans finalised	2	Not for reporting in this quarter	Not for reporting in this quarter	Not for reporting in this quarter	2
To achieve effective cooperative Governance	13. % of functionality of the Integrated GIS Data Management	98%	98%	98%	98%	98%
To achieve urban integration	14. % of Municipal Capital Budget spatially targeted at Geographic Priority Areas (GPAs).	62%	Not for reporting in this quarter	Not for reporting in this quarter	Not for reporting in this quarter	62%
To achieve urban integration	15. Date of Final BEPP/ CIF document submitted to National Treasury	31 May 2018 submitted BEPP	Not for reporting in this quarter	Not for reporting in this quarter	Submission of draft BEPP to National Treasury	31 May 2018
Establishment of a University of Ekurhuleni	16. University of Ekurhuleni established	Business Plan & Concept Design	Business Plan submitted to City Manager	n/a	n/a	Concept design submitted to City Manager
Ration of Housing types in Integration Zones	17. Number of traditional households in Integration Zone 1	Breakdown of StatsSA data into households types	n/a	n/a	n/a	Breakdown of StatsSA data into household types.
Ration of Housing types in Integration Zones	18. Number of households in Integration Zones	StatsSA data collection	n/a	n/a	StatsSA data collection	n/a

M-W
Page | 14

S.G
S. MH

5 PERFORMANCE PLAN

5.1 Key Performance Areas (only the applicable KPAs)

Key Result Area	Key Outcomes	Weights	Activities	Key Performance Indicators	Baseline	Annual Target	5-Point Rating Scale	Source of Evidence	Means of Verification
<ul style="list-style-type: none"> FLAGSHIPS (If applicable) 									
			NOT APPLICABLE				1 = 2 = 3 = 4 = 5 =		
1. KPA: MUNICIPAL INFRASTRUCTURE DEVELOPMENT & SERVICE DELIVERY									
Improved quality, maintenance and services throughout urban areas	Improved service delivery	50%	Coordinate activities to achieve the targets in the 2017/2018 SDBIP.	1.1 % implementation of all (18) direct outcomes, indicators and targets in the SDBIP 2016-2017	TBD	100%	1 = 70%-79% 2 = 80%-85% 3 = 84%-85% 4 = 90%-95% 5 = 95%-100%	Quarterly progress reports	Mayoral Committee and Council minutes
2. KPA: MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION									

Improved urban management and create better neighbourhoods	Strengthen and revitalise deteriorated neighbourhoods.	5%	Enhanced management, urban revitalisation of the CBDs and promotion of safety across the City	2.1 # of bad buildings eligible expropriation ¹	New indicator	7	1 = 5 2 = 8 3 = 10 4 = 7-9 5 = >10	Quarterly progress reports	Sign-off by the City Manager
		5%		2.2 # of neighbourhood development projects implemented in previously disadvantaged areas	New indicator	3	1 = - 2 = 1 3 = 2 4 = 3 5 = >4	Quarterly progress reports	Written report to the City Manager
Spatial configuration	Urban renewal	5%	Development of 3-dimensional models	2.3 # of City models developed ²	New indicator	1	1 = - 2 = - 3 = 1 4 = 2 5 = >3	Quarterly progress reports/ 3-dimensional Kempton Pack model	Sign-off by the City Manager
3. KPA: LOCAL ECONOMIC DEVELOPMENT									
Spatial oriented economic growth	Strategic economic development	5%	Facilitate Urban Development (SUD) projects	3.1 % achievement of milestones as per project profiling reports	70%	75%	1 = 60% 2 = 70% 3 = 75% 4 = 80% 5 = >90%	Quarterly Progress Reports	Development Facilitation Committee minutes
4. KPA: MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT									
Revenue enhancement and	Increased revenue generated from Outdoor Advertising	5%	Leveraged revenue generation from outdoor advertising in EMIM area	4.1 R-amount of revenue generated through building control & outdoor advertising ³	R29m	R29.5m	1 = R15m 2 = R20m 3 = R26m 4 = R29 5 = >29.5m	AFS signed-off by the CFO.	Compliance certificate from the GCFO.

¹ This is a SOCA 2017 target. The HoD working with other HoDs will form part of the core team and support the process of expropriating bad buildings in the City.

² This is a SOCA 2017 target.

³ This target is drawn from the Turn-Around Plan [see Item B-Corp (24-2014)]

M.M S.S S. MT

opportunities									
	Improved revenue collection	5%	Spatially targeting capital budget according to Geographic Priority Areas (GPAs)	4.2 % of municipal capital budget spatially targeted at Geographic Priority Areas (GPAs)	TBD	10%	1 = <7% 2 = 8%-9% 3 = 10% 4 = 11%-14% 5 = >15%	Compliance Certificate from the GCFO	AFS and Council-approved budget
Government Precinct	Accelerate urban renewal through integration of government offices and the CBD	5%	Develop a bankable Municipal/ Government Precinct Business Case	4.3 % implementation Government Precinct ⁴	New indicator	90%	1 = <85% 2 = 85%-89% 3 = 90% 4 = 91%-95% 5 = 96%-100%	Quarterly progress reports	Mayoral Committee and Council minutes
5. KPA: GOOD GOVERNANCE AND PUBLIC PARTICIPATION									
Public Participation Strategy	A responsive, dependable service delivery regime.	2.5%	Rapid response to service delivery issues raised during public consultation processes.	5.1 % response to Petitions and service delivery issues raised during Siyaqhuba, Nthiriso, Mayoral Izimbizo, and etc. . .	New indicator	100%	1 = 80% 2 = 85% 3 = 90% 4 = 95% 5 = 100%	CRM/ Siyaqhuba Progress Reports	Mayoral Committee minutes
An ethical, clean political leadership and	Attainment of a clean audit report	2.5%	Implementation of the Operation Clean Audit interventions	5.2 % implementation of the AG and Internal Audit recommendations specific to the Department	TBD	100%	1 = 60% 2 = 70% 3 = 80% 4 = 90% 5 = 100%	AG's Management Letter and Internal Audit Reports.	Audit Report approved by Council.

⁴ The HoD is expected to develop phases and annual milestones of the government precinct to give effect to the Council's resolution. These are part of the support given to the HoD: Real Estate.

M-M S.G

S. M

		2.5%	Management of s32 of the MFMA, 2003	5.3 % elimination of instances unauthorised, irregular, or fruitless and wasteful expenditure ⁵	New indicator	100%	1 = - 2 = - 3 = - 4 = - 5 = 100%	AG's Management Letter and Internal Audit Reports.	Audit approved by Council.	Report by
	Promote a culture of ethical, clean political leadership and administration	2.5%	Promote a culture of ethical, clean political leadership and administration	5.4 % declaration of financial interests by all levels 1-4 and T14	New indicator	80%	1 = 60% 2 = 70% 3 = 80% 4 = 90% 5 = 100%	Declaration Register	Council minutes	
Implementation of procurement plans and accelerated capital expenditure	A compact, connected, multi-centered and well-networked city structure through accelerated capital expenditure.	2.5%	Develop and implement procurement plans to accelerate capital expenditure in the municipality	5.5 % of capital budget spent for the entire financial year	TBD	80%	1 = 60% 2 = 70% 3 = 80% 4 = 90% 5 = 95%	Audited Financial Statements.	A compliance certificate from the GCFO and/or Audited Financial Statements and Council minutes.	
		2.5%		5.6 % of capex spent within the four quarters of the fiscal year ⁶	New indicator	25%	1 = - 2 = 25% achieved in Q.1 3 = 25% in Q.2 4 = 25% in Q.3 5 = 25% in Q.4	Capex Quarterly Progress Reports	Audited Annual Financial Statements, and Council minutes	

⁵ The HoD is expected to proactively put measures aimed at enhancing the quality of SCM and prevent instances which give rise to section 32 of the MFMA, Act 56 of 2003.

⁶ The City's administration has committed to go beyond spending the 25% in the first quarter and ensure that at least a minimum of 25% is expended throughout the four quarters of the municipal fiscal year notwithstanding the annual capex target in KPI: 4.2. This is aimed at reducing the hockey stick spending patterns as much as possible.

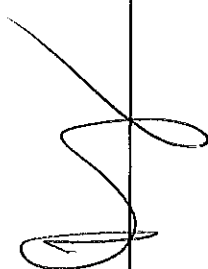
M-M
S.S.
S.M.

6.4 Declaration Statement for Measurement

The Head of Department hereby declares to be aware of the contents of this performance agreement and to do all that is legally possible to achieve the intended results and to be held accountable for work done in the municipality. Where baselines do not exist the second quarter results will be used as a baseline. You will also be held responsible for work done in the departments and in other inter departmental enterprise teams that you form part thereof.

7.4 Signatories

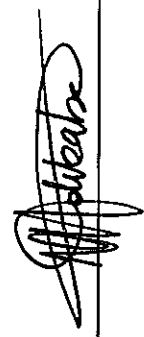
Signature of the Employer: _____



Signed and accepted by (full names) Dr. M. F. MAGAZI (position) CITY MANAGER, duly representing the Ekurhuleni Metropolitan Municipality "the Employer".

Date: 11/07/2017

Signature of the Employee: _____



Signed and accepted by (full names) MOTUBATSE MOTUBATSE (position) HOD: City Planning, the employee of the Ekurhuleni Metropolitan Municipality.

Date: 11 July 2017

Note: Please initial every page.

ANNEXURE A.2 COMPETENCIES = 20% OF PERFORMANCE AGREEMENT (Regulation 21 of 2014, of the Systems Act, Act No 32 of 2000)

LEADING COMPETENCIES (70%)			
Competency	Driving Competency	Weight (%)	Total Weighting
Strategic Direction and Leadership	Impact and Influence	3	15
	Institutional Performance Management	4	
	Strategic Planning and Management	5	
	Organisational Awareness	3	
People Management	Human Capital Planning and Development	4	10
	Diversity Management	2	
	Employee Relations Management	2	
	Negotiation and Dispute Management	2	
Program and Project Management	Program and Project Planning and Implementation	5	15
	Service Delivery and Management	5	
	Program and Project Monitoring and Evaluation	5	
Financial Management	Budget Planning and Execution	4	10
	Financial Strategy and Delivery	2	
	Financial Reporting and Monitoring	4	
Change Leadership	Change Vision and Strategy	5	10
	Process Design and Improvement	5	
	Change Impact Monitoring and Evaluation	5	
Governance Leadership	Policy Formulation	5	10
	Risk and Compliance Management	5	
	Cooperative Governance	5	
CORE COMPETENCIES (30%)			
Moral Competence		5	5
Planning and Organising		5	5
Analysis and Innovation		5	5
Knowledge & Information Management		5	5
Communication		5	5
Results and Quality Focus		5	5

ANNEXURE B: PERSONAL DEVELOPMENT PLAN

SURNAME: Motubatse NAME(S): Motubatse DESIGNATION: HOD; City Planning SOC CODE: _____

DEPARTMENT: City Planning DIVISION (if applicable): _____

CURRENT QUALIFICATIONS: M Sc Development Planning, Master of Business Leadership

INTERVENTIONS

FINANCIAL YEAR	LEARNING GOALS/OBJECTIVES	SKILLS, KNOWLEDGE OR EXPERIENCE	DEVELOPMENT INITIATIVE (TRAINING, MENTORING, COACHING, GUIDANCE OR INSTRUCTION). IDENTIFY SPECIFIC LEARNING PROGRAMMES OR COURSES	ESTIMATED COST	DURATION
2017/2018	To attain high level of competency in Municipal Finance	Municipal Financial Management	Certificate Programme in Municipal Finance	R45 000	12 months

The department is committing to respond to issues which are not necessary included in the SDBIP but are raised during public consultation with residents, communities and citizens through Nthiriso, Izimbizo and other engagement platforms.