THE PERFORMANCE AGREEMENT

Entered into by and between

the City of Ekurhuleni

" the Employer"

Duly represented by the City Manager of City of Ekurhuleni

and

"the Employee"

HoD: Human Settlement Department

for the Financial Year:

1 July 2026 - 30 June 2027

ENTERED INTO BY AND BETWEEN:

The **City of Ekurhuleni** herein represented by **Kagiso Michael Lerutla**in her capacity as City Manager (hereinafter referred to as the **Employer**)

And

Steven P. Ngubeni , employee of the **City of Ekurhuleni** (hereinafter referred to as the **Employee**).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

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 asamended ("the Systems Act"). The **Employer** and the **Employee** are hereinafter referred to as "the Parties".
2. Section 56 of the Systems Act, read with the Contract of Employmentconcluded between the parties, requires the parties to conclude an annual performance agreement.
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.
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 -

1. comply with the provisions of Section 57(2)(a),(3A) and (4c) of the Act (as amended) as well as the employment contract entered into between the parties;

2.2 specify national and local key performance areas (KPAs'), key performance indicators (KPI's) andobjectives 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;

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.

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3. **COMMENCEMENT AND DURATION**

1. This Agreement will commence on **1 July 2026** and will remain in force until **30 June 2027**. Thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall beconcluded between the parties for the next financial year or any portion thereof, if applicable.

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

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.

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

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.

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 Deliveryand 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.

2. The KPI's provide the details of the evidence that must be providedto show that a key objective has been achieved.
3. The target dates describe the timeframe in which the work must be achieved.
4. The weightings show the relative importance of the key objectives to each other.

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**

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**.
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.
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**.
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. 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.

5.1 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.

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

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

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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

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.

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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:**

(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...	5
Performance significantly above expectations	Performance is significantly higher than the standard expected in the job...	4
Fully effective	Performance fully meets the standards expected in all areas of the job...	3

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Terminology	Description	Rating
Not fully effective	Performance is below the standard required for the job in key areas...	2
Unacceptable performance	Performance does not meet the standard expected for the job...	1

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

1. Municipal Manager;
2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
3. MMC for Finance;
4. Municipal manager from another municipality; and
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

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 2026

Second quarter : October – December 2026

Third quarter : January – March 2027

Fourth quarter : April – June 2027

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

8.1 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.

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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

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.

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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

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.

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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 Germiston ....on this the...... day of ..27/7/2026

AS WITNESSES:

1. ____________________ EMPLOYEE____________________

2. ____________________

AS WITNESSES:

1. ____________________ EMPLOYER (CITY MANAGER)____________________

ANNEXURE A

PERFORMANCE PLAN

for

Steven P. Ngubeni

HoD: Human Settlement Department

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Content

Source of information: Approved 2026/2027 SDBIP and other strategic documents.

1. PURPOSE OF THE AGREEMENT

The performance plan defines the Council's expectations of the **HoD: Human Settlement Department**. 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: Human Settlement Department

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. APPRAISAL OUTCOME SUMMARY AS PER THE 2026-2027 SDBIP

Key Results	Key Performance Indicators	Annual Target	Quarter 1	Mid-Year Review/ Appraisal	Quarter 3	Year-End Appraisal
To deliver reliable ,affordable and sustainable services and ensure improved Infrastructure maintenance	HSD1 Percentage of Customer Queries Resolved in Accordance with CoE Service Standards	90	90.0000	90.0000	90.0000	90.0000
Financial management	FM1.11 Total Capital Expenditure as a percentage of Total Capital Budget	95	10.0000	40.0000	70.0000	95.0000
An ethical, clean political leadership and administration	GG3.11 Number of repeat audit findings	0	0.0000	0.0000	0.0000	0.0000

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Key Results	Key Performance Indicators	Annual Target	Quarter 1	Mid-Year Review/ Appraisal	Quarter 3	Year-End Appraisal
Improved job creation opportunities	HSD2 Number of Job Opportunities Created	300	0.0000	100.0000	100.0000	100.0000
Improved quality, maintenance, and equitable services throughout urban areas	HSD4 Number of Informal Settlements Realigned (Re-blocked)	4	2.0000	1.0000	1.0000	0.0000
Improved quality, maintenance and equitable services throughout urban areas	HSD5 Number of Households in Informal Settlements Relocated	250	0.0000	0.0000	0.0000	250.0000
Improved quality, maintenance, and equitable services throughout urban areas	HSD6 Number of refurbishment projects completed in rental complexes.	4	0.0000	0.0000	2.0000	2.0000
Improved quality, maintenance, and equitable services throughout urban areas	HSD7 Percentage occupancy Rate across Rental Complexes	90	90.0000	90.0000	90.0000	90.0000
Improved quality, maintenance, and equitable services throughout urban areas	HSD8 Number of land use Specialist Studies submitted for approval	8	0.0000	0.0000	0.0000	8.0000
Improved quality, maintenance and Equitable Services throughout urban areas	HSD9 Percentage of repairs and Maintenance Budget Spent	95	5.0000	25.0000	70.0000	95.0000
Improved and inclusive contract management	LED1.11 Percentage of total municipal operating expenditure spent on contracted services physically residing within the municipal area	15	5.0000	8.0000	12.5000	15.0000
Improved quality, maintenance and Equitable Services throughout urban areas	FM1.12 Total Operating Expenditure as a percentage of Total Operating Expenditure Budget	85	17.5000	37.5000	52.5000	85.0000
Improved quality, maintenance and Equitable Services throughout urban areas	FM5.31 Repairs and Maintenance as a percentage of property, plant, equipment and investment property	2	0.0000	0.0000	2.0000	2.0000
To build a clean, capable and modernised local state	FM6.13 Percentage of tender cancellations	25	25.0000	25.0000	25.0000	25.0000
Improved quality, maintenance and equitable services throughout urban areas	HSD.11 Number of title deeds distributed to beneficiaries	800	200.0000	200.0000	200.0000	200.0000
To deliver reliable ,affordable and sustainable services and ensure improved infrastructure maintenance	HS1.11 Number of subsidised housing units constructed using various Human Settlements Programmes	543	0.0000	0.0000	0.0000	543.0000
Not for reporting	HS1.13 Hectares of land acquired for human settlements in the municipal area	0	0.0000	0.0000	0.0000	0.0000
To deliver reliable, affordable, and sustainable services and ensure improved infrastructure maintenance	HS1.12 Number of serviced sites	500	0.0000	0.0000	0.0000	500.0000
Financial management	HSD3 Percentage of Department CAPEX Spent	95	10.0000	40.0000	70.0000	95.0000

Key Results	Key Performance Indicators	Annual Target	Quarter 1	Mid-Year Review/ Appraisal	Quarter 3	Year-End Appraisal
Improved quality, maintenance and equitable services throughout urban areas	WS1.11 Number of new sanitation connections meeting minimum standards	543	0.0000	0.0000	0.0000	543.0000
To promote integrated human settlements through massive infrastructure and services rollout	HSD1.2 Number of informal settlements provided with interim basic services	131	131.0000	131.0000	131.0000	131.0000
To deliver reliable ,affordable and sustainable services and ensure improved infrastructure maintenance	HS2.21 Number of residential properties developed through state-subsidised human settlements programmes entering the municipal valuation roll	543	0.0000	0.0000	0.0000	543.0000
Improve good governance	Percentage declaration of financial interests by all Senior Managers and higher	100	0.0000	0.0000	0.0000	100.0000
Create a high performing organisation	Percentage conclusion of performance management activities in line with PM policy (All performance agreements (PAs) signed and reviews conducted for all direct reports within stipulated timeframes)	100	0.0000	0.0000	0.0000	100.0000
Improved compliance levels of the department	Percentage of departmental contracts managed in compliance section 116 (3) of MFMA. (Contracts must be in place drafted or vetted by CLS; contract performance periodically monitored; variations approved following BAC processes)	100	0.0000	0.0000	0.0000	100.0000
Risk Management	Percentage implementation of Risk Mitigation strategies.	80	0.0000	0.0000	0.0000	80.0000
An ethical, clean political leadership and administration	Percentage implementation of the Internal Audit recommendations specific to the Department	100	0.0000	0.0000	0.0000	100.0000
Not for reporting	HS1.22 Number of title deeds registered to beneficiaries	0	0.0000	0.0000	0.0000	0.0000
Not for reporting	HS1.31 Number of informal settlements assessed (enumerated and classified)	0	0.0000	0.0000	0.0000	0.0000
Not for reporting	HS1.32 Number of informal settlements upgraded to Phase 2	0	0.0000	0.0000	0.0000	0.0000
An ethical, clean political leadership and administration	Percentage implementation of the AG recommendations specific to the Department	100	0.0000	0.0000	0.0000	100.0000

5 PERFORMANCE PLAN

1. **Key Performance Areas**

KPA	Key Result Area	Key Outcomes	Weights	Activities	KPI	Baseline	Annual Target	5-Point Rating Scale	Portfolio of Evidence	Source of Evidence
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (-5.00)	**To deliver reliable ,affordable and sustainable services and ensure improved infrastructure maintenance**	Efficient Human settlement delivery and customer relations	5	Coordinate activities to promote customer Queries Resolved in accordance with CoE Services Standards	HSD1 Percentage of Customer Queries Resolved in Accordance with CoE Service Standards	90	90	1 = < 80%; 2 = 80 - 89%; 3 = 90%; 4 = 91 – 95% 5 = > 95%	Dated and signed IMS system generated report indicating queries received and resolved	Quarterly SDBIP Performance report approved by Council.
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (0.00)	Financial management	Enhanced municipal budgeting and budget implementation	5	Total Capital Expenditure as a percentage of Total Capital Budget	FM1.11 Total Capital Expenditure as a percentage of Total Capital Budget	89	95	1 =< 91%; 2 = 91% - 94%; 3 =95%; 4 =96% - 99% ; 5 = 100%	Finance CAPEX expenditure to date report	Quarterly SDBIP Performance report approved by Council
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (15.00)	**An ethical, clean political leadership and administration**	Clean Audit	3	Number of repeat audit findings	GG3.11 Number of repeat audit findings	0	0	1 = > 1; 2 = 1; 3 = 0; 4 =–; 5=–	AGSA signed Management Letter	Quarterly SDBIP performance report approved by the Council
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (18.00)	**Improved job creation opportunities**	Increased Number of jobs created through Human settlements developments	1	Number of job Opportunities Created	HSD2 Number of Job Opportunities Created	434	300	1=<250; 2= 250-299; 3=300; 4=301-350; 5=>350	Reports presenting the list of people employed in the human settlement's projects, including their appointment letters, their Identity Documents and attendance registers.	Reports presenting the list of people employed in the human settlements' projects
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (19.00)	**Improved quality, maintenance, and equitable services throughout urban areas**	Improved Quality of life in the informal settlements	5	Provision of Informal Settlement Realigned (Re-blocked)	HSD4 Number of Informal Settlements Realigned (Re-blocked)	13	4	1=<2; 2=2-3; 3=4; 4=5-6; 5=>6	Dated & signed (by DH or REM) covering letter accompanying project reports & invoices describing the interventions made in the affected settlements	Quarterly SDBIP performance report approved by the Council

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KPA	Key Result Area	Key Outcomes	Weights	Activities	KPI	Baseline	Annual Target	5-Point Rating Scale	Portfolio of Evidence	Source of Evidence
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (24.00)	**Improved quality, maintenance and equitable services throughout urban areas**	Improved access to housing opportunities	5	Provision for Households in informal Settlements Relocated	HSD5 Number of Households in Informal Settlements Relocated	95	250	1=<200 2= 200-249; 3=250; 4=251-300; 5=>300	Dated and signed Reports with the relocation or Allocation Plan presenting the list of households in informal settlements or back yard shacks relocated or allocated and copies of invoices from the service providers who undertook the relocations or allocation	Quarterly SDBIP performance report approved by the Council
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (29.00)	**Improved quality, maintenance, and equitable services throughout urban areas**	Refurbishment of rental stock	3	Provision for refurbishment projects completed in rental companies	HSD6 Number of refurbishment projects completed in rental complexes.	0	4	1=<2; 2= 2-3; 3=4; 4=5-6; 5=>6	Signed and dated completion certificates detailing the work completed	Quarterly SDBIP performance report approved by the Council
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (32.00)	**Improved quality, maintenance, and equitable services throughout urban areas**	Increased provision of alternative tenure options	2	Provision for occupancy Rate across Rental Complexes	HSD7 Percentage occupancy Rate across Rental Complexes	95	90	1 = < 80%; 2 = 80 - 89%; 3 = 90%; 4 = 91 – 90%; 5 = > 90%	Dated and signed occupancy reports	Quarterly SDBIP performance report approved by the Council
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (34.00)	**Improved quality, maintenance, and equitable services throughout urban areas**	Improved access to housing opportunities	3	Provision for land use Specialist studies service submitted for approval	HSD8 Number of land use Specialist Studies submitted for approval	0	8	1=<4; 2=4-7; 3=8; 4= 9-12= 5=>12	Copies of: land use specialist studies completed and proof of submission (includes but not limited to) - EIA: Environmental Authorisation from Gauteng Department of Agriculture & Rural Development or Geo-Technical Reports from appointed engineers or Feasibility Reports signed off by DH S&P.	Quarterly SDBIP performance report approved by the Council
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (37.00)	**Improved quality, maintenance and Equitable Services throughout urban areas**	Efficient Human Settlement Delivery	5	Coordinate acitivities for spending of repairs and maintenance Budget	HSD9 Percentage of repairs and Maintenance Budget Spent	93	95	1 =< 91%; 2 = 91% - 94%; 3 =95%; 4 =96% - 99%; 5 = 100%	Dated and signed expenditure report from Finance (financial system)	Quarterly SDBIP performance report approved by the Council

KPA	Key Result Area	Key Outcomes	Weights	Activities	KPI	Baseline	Annual Target	5-Point Rating Scale	Portfolio of Evidence	Source of Evidence
LOCAL ECONOMIC DEVELOPMENT (42.00)	Improved and inclusive contract management	Growing inclusive local economies	3	Coordinate activities to appoint contracted services residing in COE	LED1.11 Percentage of total municipal operating expenditure spent on contracted services physically residing within the municipal area	8	15	1=<13%; 2=13-14%; 3=15%; 4=16-17%; 5=>17%	Signed Expenditure report on municipal operating expenditure spent on contracted services	SDBIP Quarterly/ annual reports as reflected in Council minutes
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (-2.00)	Improved quality, maintenance and Equitable Services throughout urban areas	Enhanced municipal budgeting and budget implementation	5	Provision for OPEX	FM1.12 Total Operating Expenditure as a percentage of Total Operating Expenditure Budget	95	85	1 = <83; 2 = 83-84%; 3 = 85%; 4 = 86-87%; 5 = > 87%	Signed Excel spreadsheet as extracted from Budget statements for the period	Informal settlements
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (52.00)	Improved quality, maintenance and Equitable Services throughout urban areas	Improved supply chain management	2	Coordinate activities for Repairs and Maintenance as a percentage of property, plant, equipment and investment property	FM5.31 Repairs and Maintenance as a percentage of property, plant, equipment and investment property	83	2	1= 0; 2= 1%; 3=2%; 4=3% 5=>3%	The Audited Annual Financial Statements for the previous financial year as finalised in January of the following financial period for the previous financial period,	Quarterly SDBIP Performance report approved by Council
GOOD GOVERNANCE AND PUBLIC PARTICIPATION (0.00)	To build a clean, capable and modernised local state	Improved supply chain management	2	Coordinate details to ensure that there is less tender cancellation	FM6.13 Percentage of tender cancellations	0	25	1=>30%; 2=30-26%; 3=25%; 4=24-1%; 5=0%	Signed and dated SCM report containing tender cancellations in relation to the total number of tender business cases that was recorded, advertised and closed.	SDBIP Quarterly/ annual reports as reflected in Council minutes
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (54.00)	Improved quality, maintenance and equitable services throughout urban areas	Improved access to adequate housing	5	Coordinate activities to distribute title deeds	HSD.11 Number of title deeds distributed to beneficiaries	949	800	1=<700; 2= 700-799; 3=800; 4=801-900; 5=>900	Dated listings of title deeds. | AND | Dated and signed distribution register of the title deeds issued to beneficiaries	Quarterly SDBIP Performance report approved by Council
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (59.00)	To deliver reliable ,affordable and sustainable services and ensure improved infrastructure maintenance	HS1. Improved access to adequate housing (incl. security of tenure)	10	Coordinate activities to improve access to adequate housing	HS1.11 Number of subsidised housing units constructed using various Human Settlements Programmes	130	543	1=<536; 2= 536-542; 3=543; 4=544-550; 5=>550	Dated and signed practical/Completion Certificates AND Copy of listings of subsidised housing units constructed.	Quarterly SDBIP performance report approved by the Council

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KPA	Key Result Area	Key Outcomes	Weights	Activities	KPI	Baseline	Annual Target	5-Point Rating Scale	Portfolio of Evidence	Source of Evidence
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (69.00)	**Not for reporting**	HS1. Improved access to adequate housing (incl. security of tenure)	**0**	Not for reporting	HS1.13 Hectares of land acquired for human settlements in the municipal area	0	0	Not for reporting	Not for reporting	Not for reporting
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (69.00)	**To deliver reliable, affordable, and sustainable services and ensure improved infrastructure maintenance**	HS1. Improved access to adequate housing (incl. security of tenure)	**10**	Coordinate activities to service sites	HS1.12 Number of serviced sites	0	500	1 = <450; 2 = 450-499 ; 3 = 500; 4 = 501-550; 5 = >550	Listing of the formal sites serviced AND Dated and signed practical Completion Certificates (for applicable engineering services installed, i.e., water and sewer connections	Quarterly SDBIP performance report approved by the Council
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (79.00)	**Financial management**	Efficient Human Settlement Delivery	**5**	Provision for CAPEX	HSD3 Percentage of Department CAPEX Spent	95	95	1=<92%; 2=92-94%; 3=95%; 4=96-97%; 5=>97%	Finance CAPEX expenditure to date report	Quarterly SDBIP Performance report approved by Council.
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (84.00)	**Improved quality, maintenance and equitable services throughout urban areas**	WS1. Improved access to sanitation	**10**	Provision for new sanitation connections meeting minimum requirements	WS1.11 Number of new sanitation connections meeting minimum standards	0	543	1=<536; 2= 536-542; 3=543; 4=544-550; 5=>550	Dated and signed practical/Completion certificate and listings of with new sewer connection | And | Certificate of compliance for plumbing by the Clerk of Works or Consultant	Quarterly SDBIP Performance report approved by Council.
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (89.00)	**To promote integrated human settlements through massive infrastructure and services rollout**	Increased provision of services to informal settlements	**2**	Coordinate activities to provide interim basic services to Informal settlements	HSD1.2 Number of informal settlements provided with interim basic services	131	131	1= <111; 2= 111-130; 3=131; 4= 132-150 5=>150	Dated and signed Service Provision Reports from respective service delivery departments indicating the services maintained and new services installed	Quarterly SDBIP Performance report approved by Council

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KPA	Key Result Area	Key Outcomes	Weights	Activities	KPI	Baseline	Annual Target	5-Point Rating Scale	Portfolio of Evidence	Source of Evidence
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (90.00)	**To deliver reliable ,affordable and sustainable services and ensure improved infrastructure maintenance**	HS2. Improved functionality of the residential property market	3	Coordinate activities to develop residential properties	HS2.21 Number of residential properties developed through state-subsidised human settlements programmes entering the municipal valuation roll	882	543	1=<536; 2= 536-542; 3=543; 4=544-550; 5=>550	Excel spreadsheet of containing the valued properties that are constructed and submitted by Human Settlements which meet the property valuation criteria Listing of properties included in valuation during reporting period with value of less than R 250 000 within residential category.valuation criteria	Quarterly SDBIP performance report approved by the Council
GOOD GOVERNANCE AND PUBLIC PARTICIPATION (4.00)	**Improve good governance**	Create a culture of declaration of financial interest	1	Coordinate activities for employees to declare financial interests	Percentage declaration of financial interests by all Senior Managers and higher	100.00	100	1 = < 95% 2 =95 - 99% ;3 =100% 4 = lower than senior managers 5= -	A compliance certificate from Risk Management Department	Declaration Register
GOOD GOVERNANCE AND PUBLIC PARTICIPATION (4.00)	**Create a high performing organisation**	Create a culture of performance within CoE	1	Facilitate performance management with all direct reports according to CoE PM Policy	Percentage conclusion of performance management activities in line with PM policy (All performance agreements (PAs) signed and reviews conducted for all direct reports within stipulated timeframes)	100.00	100	1 = <90% 2 = 90 – 99% 3 = 100% 4= Employees on T15 and above 5= -	Compliance Certificate signed by DH SHR&TM	Quarterly performance review records for direct reports & 1 Final assessment report
GOOD GOVERNANCE AND PUBLIC PARTICIPATION (5.00)	**Improved compliance levels of the department**	Increased effectiveness on Contract Management	1	Management and monitoring of contracts in the department	Percentage of departmental contracts managed in compliance section 116 (3) of MFMA (Contracts must be in place drafted or vetted by CLS; contract performance periodically monitored; variations approved following BAC processes)	100.00	100	1 = <90% 2 = 90-99% 3 = 100% 4 = 100% + 1 site visit/ meeting on any of the contracts 5 = 100% + 2 site visits / meetings on any of the contacts.	Compliance Certificate by CLS	1. Summary of Meetings held with service providers. 2. Picture of sites visits (where applicable)
GOOD GOVERNANCE AND PUBLIC PARTICIPATION (5.00)	**Risk Management**	Management and mitigation of risk exposure in the organisation.	1	Implementation of risks mitigation strategies specific to the department.	Percentage implementation of Risk Mitigation strategies.	100.00	80	1 = <70% 2 = 70 - 79% 3 =80% 4 = 81 - 90% 5= 91-100%	A compliance certificate from the HoD: Risk Management Services.	Quarterly risk mitigation strategies implementation report to risk committee.
GOOD GOVERNANCE AND PUBLIC PARTICIPATION (6.00)	**An ethical, clean political leadership and administration**	Attainment of a clean audit report	1	Implementation of the Operation Clean Audit interventions	Percentage implementation of the Internal Audit recommendations specific to the Department	100.00	100	1=<95% 2=95-99% 3=100% 4=- 5=-	Audit Report approved by Council. Internal Audit compliance certificate.	Internal Audit Reports.
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (90.00)	**Not for reporting**	HS1. Improved access to adequate housing (incl. security of tenure)	0	Not for reporting	HS1.22 Number of title deeds registered to beneficiaries	0	0	Not for reporting	None	Not for reporting

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KPA	Key Result Area	Key Outcomes	Weights	Activities	KPI	Baseline	Annual Target	5-Point Rating Scale	Portfolio of Evidence	Source of Evidence
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (90.00)	**Not for reporting**	HS1. Improved access to adequate housing	**0**	Not for reporting	HS1.31 Number of informal settlements assessed (enumerated and classified)	0	0	Not for reporting	None	Not for reporting
INFRASTRUCTURE DEVELOPMENT AND SERVICE DELIVERY (90.00)	**Not for reporting**	HS1. Improved access to adequate housing	**0**	Not for reporting	HS1.32 Number of informal settlements upgraded to Phase 2	0	0	Not for reporting	Not for reporting	Not for reporting
GOOD GOVERNANCE AND PUBLIC PARTICIPATION (89.00)	**An ethical, clean political leadership and administration**	Attainment of a clean audit report	1	Implementation of the Operation Clean Audit interventions	Percentage implementation of the AG recommendations specific to the Department	100.00	100	1 = <95% 2 = 95-99% 3 = 100% 4=- 5=-	Audit Report approved by Council. Internal Audit compliance certificate.	AG's Management Letter.

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

Competency	Total Weighting
Analysis and Innovation	8.00
Change Leadership	8.00
Communication	8.00
Financial Management	8.00
Governance Leadership	8.00
Knowledge & Information Management	8.00
Moral Competence	8.00
Planning and Organising	8.00
Program and Project Management	8.00
Results and Quality Focus	8.00
Strategic Direction and Leadership	8.00
People Management	8.00
Batho-Pele-Principles(Some already covered under the Competencies)	4.00

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6. 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.

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1. **6.Signatories**

Signature of the **Employer** : ______________________________

Signed and accepted by (full names) Kagiso Michael Lerutla (position) City Manager, duly representing the City of Ekurhuleni "the Employer".

Date: 30 July 2026

Signature of the **Employee:** ______________________________

Steven P. Ngubeni

Signed and accepted by (full names) S Ngubeni (position) Head Human Settlement, the employee of the City of Ekurhuleni.

Date: 26/7/29

Note: Please initial every page

ANNEXURE B: PERSONAL DEVELOPMENT PLAN

PERSONAL DEVELOPMENT PLAN (PDP)

NAME & SURNAME:	Steven P. Ngubeni
EMPLOYEE NUMBER:	63491
DEPARTMENT:	Human Settlement Department
DESIGNATION:	HEAD OF DEPARTMENT (HOD)
DIRECT SUPERVISOR / MANAGER:	Kagiso Michael Lerutla
FORMAL QUALIFICATIONS: **GRADE 12** **CERTIFICATES – 120 CREDITS** **DIPLOMAS** **DEGREES** **HIGHER DEGREES**	
SHORT COURSES ANS SKILLS PROGRAMMES FOUND COMPETENT	

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LEARNING AND DEVELOPMENT REQUIRED

SHORT TERM : (Less than 3 Months: 2 Interventions per Financial year)

Financial Year	Identify specific Learning and Development programmes or courses	Type of learning:	Due date (by when)	Duration of Training
		Formal Training / Skills Programme Short Course Mentoring and / or Coaching Internship/ Learnership / Apprenticeship Guidance and Instruction. Degree/ Bursary; Exchange Program		

Authentication and agreement:

SIGNED BY **SUPERVISOR** ON DATE: 30/07/2026 AT: (PLACE): Germiston

SIGNATURE

SIGNED BY **EMPLOYEE** ON DATE: 26/7/27. AT: (PLACE): Germiston

SIGNATURE

Copies to (1) Employee (2) Training Coordinator in the Department and (3) HR Representative (4) PM Practitioner