



## **PERFORMANCE AGREEMENT**

**Made and entered into by and between**

**Mr MP Nonjola  
the Municipal Manager of the  
JOE GQABI DISTRICT MUNICIPALITY  
("the Municipal Manager")**

**and**

**Ms N. Mshumi  
the Chief Operations Officer of the  
JOE GQABI DISTRICT MUNICIPALITY  
("the COO")**

**for the financial year:  
1 July 2023 to 30 June 2024**

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- 5.2 The Chief Operations Officer accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the municipal management and municipal staff to perform to the standards required.
- 5.3 The Municipal manager will consult the Chief Operations Officer about the specific performance standards that will be included in the performance management system as applicable to the Chief Operations Officer.
- 5.4 The Chief Operations Officer undertakes to actively focus towards the promotion and implementation of her Key Performance Areas as set out in **Annexure A** including special projects relevant to the Chief Operations Officer's responsibilities within the local government framework.

## 6. PERFORMANCE ASSESSMENT

- 6.1 The performance of the Chief Operations Officer will be assessed against the outputs and outcomes achieved in terms of her Key Performance Areas (KPA's) as fully described in **Annexure A** and her Core Management Competencies (CMCs) determined at the commencement of this Agreement with a weighting of 80:20 allocated to the KPA's and CMCs respectively. Therefore the KPA's that refer to the main tasks of the Chief Operations Officer account for 80% of her assessment while the CMCs make up the other 20% of the Chief Operations Officer's assessment score.
- 6.2 The weightings agreed to in respect of the Chief Operations Officer's KPA's attached as **Annexure A** are set out in the table below:

KEY PERFORMANCE AREAS (KPA'S)	WEIGHT
• Service Delivery and Infrastructure provision	10%
• Local Economic Development	10% 30
• Financial Viability and Management	10%
• Institutional Development and Transformation	10%
• Good Governance and Public Participation	60% 40
<b>Total</b>	<b>100%</b>

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- 6.3 The weightings agreed to in respect of the CCRs considered most critical for the Chief Operations Officer's position and further defined in Annexure C are set out in the table below:

<b>CORE COMPETENCY REQUIREMENTS – CCRs</b>		
<b>CORE MANAGERIAL COMPETENCIES (CMC)</b>	<b>CHOICE (x)</b>	<b>WEIGHT</b>
Strategic Capability and Leadership		10%
Programme and Project Management		
Financial Management	compulsory	15%
Change Management		
Knowledge Management		
Service Delivery Innovation	X	10%
Problem Solving and Analysis		
People Management and Empowerment	compulsory	15%
Client Orientation and Customer Focus	compulsory	15%
Communication		
Honesty and Integrity		
<b>CORE OCCUPATIONAL COMPETENCIES (COCs)</b>		
Competence in Self Management		
Interpretation of and implementation within the legislative and national policy frameworks	X	10%
Knowledge of Developmental Local Government		
Knowledge of Performance Management and Reporting	X	10%
Knowledge of Global and SA specific political, social and economic contexts		
Competence in Policy Conceptualisation, Analysis and Implementation		
Knowledge of more than one functional municipal field or discipline		
Mediation Skills		
Governance Skills	X	15%
Competence as required by other national line sector departments		
Exceptional and dynamic creativity to improve the functioning of the Municipality		
<b>TOTAL PERCENTAGE</b>		<b>100%</b>

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6.4 The assessment of the performance of the Chief Operations Officer will be based on the following levels for KPAs and CMCs:

LEVEL	TERMINOLOGY	DESCRIPTION
5	Outstanding Performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance Plan and maintained this in all areas of responsibility throughout the year.
4	Performance significantly above Expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.
2	Performance 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.
1	Unacceptable Performance	Performance does not meet the standard expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

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- 6.5 To determine which rating on the five-point scale the Chief Operations Officer achieves for each KPA, the following criteria should be used:

Duration of task	- Was the target achieved within the projected time frame?
Level of complexity	- Required problem solving - Reconciling different perceptions - Innovative alternatives used
Cost	- within budget - saving - overspending
Constraints	- Did envisaged constraints materialise? - If so, were steps taken to manage/reduce the effect of the constraint? - If not, did it beneficially affect the completion of the target? - Any innovative/pro-active steps to manage the constraint

## 7. PANEL AND SCHEDULE FOR PERFORMANCE ASSESSMENTS

- 7.1 An assessment panel consisting of the following persons will be established:

7.1.1 The Executive Mayor

7.1.2 Member of the Mayoral Committee

7.1.3 The Municipal manager

7.1.4 Chairperson of the Performance Audit Committee

7.1.5 The Municipal manager from another Municipality

- 7.2 The performance of the Chief Operations Officer will be assessed in relation to her achievement of:

7.2.1 the targets indicated for each KPA in Annexure A;

7.2.2 the CCRs as defined in clause 6.3 of this agreement on a date to be determined for each of the following quarterly periods:

1<sup>st</sup> Quarter - July to September  
 2<sup>nd</sup> Quarter - October to December  
 3<sup>rd</sup> Quarter - January to March  
 4<sup>th</sup> Quarter - April to June

- 7.3 The Municipality may appoint an external facilitator to assist with the annual assessment

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## 8. EVALUATING PERFORMANCE AND THE MANAGEMENT OF EVALUATION OUTCOMES

- 8.1 The Chief Operations Officer will submit quarterly performance reports and a comprehensive annual performance report prior to the annual performance assessment meetings to the Municipal manager.
- 8.2 The Municipal manager will give performance feedback to the Chief Operations Officer after annual performance assessment meetings.
- 8.3 The evaluation of the Chief Operations Officer's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 8.4 Following annual performance assessment, the evaluation will determine if the Chief Operations Officer is eligible for a performance bonus as envisaged in her contract of employment based on the bonus allocation set out in clause 8.11 of this agreement.
- 8.5 The results of the annual assessment and the scoring report of the Chief Operations Officer for the purposes of bonus allocation, if applicable, will be submitted for a recommendation to the Council.
- 8.6 Personal growth and development needs must be documented in the Chief Operations Officer's Personal Development Plan as well as the action steps and set time frames agreed to.
- 8.7 Despite the establishment of agreed intervals for assessment, the Municipal manager may, in addition, review the Chief Operations Officer's performance at any stage while her contract of employment remains in force.
- 8.8 The Municipal manager will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Chief Operations Officer will be consulted before any such change is made.
- 8.9 The provisions of Annexure "A" may be amended by mutual agreement where the SDBIP has been changed.
- 8.10 A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance.
- 8.11 In determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator:
- (a) a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
  - (b) a score of 150% and above is awarded a performance bonus ranging between 10%-14%

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## 9. OBLIGATIONS OF THE MUNICIPALITY

- 9.1 The Municipality will create an enabling environment to facilitate effective performance by the Chief Operations Officer.
- 9.2 The Chief Operations Officer will be provided with access to skills development and capacity building opportunities.
- 9.3 The Municipality will work collaboratively with the Chief Operations Officer to solve problems and generate solutions to common problems that may impact on the performance of the Chief Operations Officer.
- 9.4 The Municipality will make available to the Chief Operations Officer such resources including employees as the Chief Operations Officer may reasonably require from time to time subject to available resources to assist her to meet the performance objectives and targets established in terms of this Agreement; provided that it will at all times remain the responsibility of the Chief Operations Officer to ensure that she complies with those performance obligations and targets.
- 9.5 The Chief Operations Officer will, at her request, be delegated such powers by the Municipality as may in the discretion of the Municipality be reasonably required from time to time to enable her to meet the performance objectives and targets established in terms of this Agreement.

## 10. CONSULTATION

- 10.1 The Municipal manager agrees to consult the Chief Operations Officer within a reasonable time where the exercising of the Municipal manager's powers will –
- 10.1.1 have a direct effect on the performance of any of the Chief Operations Officer's functions; functions
- 10.1.2 commit the Chief Operations Officer to implement or to give effect to a decision made by the Municipal manager;
- 10.1.3 have a substantial financial effect on the Municipality.
- 10.2 The Municipal manager agrees to inform the Chief Operations Officer 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 Chief Operations Officer to take any necessary action without delay.

## 11. CONSEQUENCE OF UNACCEPTABLE OR POOR PERFORMANCE

- 11.1 Where the Municipality is, at any time during the Chief Operations Officer's employment, not satisfied with the Chief Operations Officer's performance with respect to any matter dealt with in this Agreement, the Municipal manager will give notice to the Chief Operations Officer to attend a meeting with the Municipal manager.
- 11.2 The Chief Operations Officer will have the opportunity at the meeting to satisfy the Municipal manager of the measures being taken to ensure that the Manager's

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performance becomes satisfactory in accordance with a documented programme, including any dates, for implementing these measures.

- 11.3 The Municipality will provide systematic remedial or developmental support to assist the Chief Operations Officer to improve her performance.
- 11.4 If, after appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Municipal manager holds the view that the performance of the Chief Operations Officer is not satisfactory, the Municipal will, subject to compliance with applicable labour legislation, be entitled by notice in writing to the Chief Operations Officer, to terminate the Chief Operations Officer's employment in accordance with the notice period set out in the Chief Operations Officer's contract of employment.
- 11.5 Where there is a dispute or difference as to the performance of the Chief Operations Officer under this Agreement, the Parties will confer with a view to resolving the dispute or difference.
- 11.6 Nothing contained in this Agreement in any way limits the right of the Municipality to terminate the Chief Operations Officer's contract of employment with or without notice for any other breach by the Chief Operations Officer of his obligations to the Municipality or for any other valid reason in law.

## 12. DISPUTES

- 12.1 In the event that the Chief Operations Officer is dissatisfied with any decision or action of the Municipal manager in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Chief Operations Officer has achieved the performance objectives and targets established in terms of this Agreement, the Chief Operations Officer may meet with the Municipal manager with a view to resolving the issue. At the Chief Operations Officer's request the Municipal manager will record the outcome of the meeting in writing.
- 12.2 In the event that the Chief Operations Officer remains dissatisfied with the outcome of that meeting, she may raise the issue in writing with the Executive Mayor. The Executive Mayor will determine a process within 4 (four) weeks for resolving the issue, which will involve at least providing the Chief Operations Officer with an opportunity to state her case orally or in writing before the Executive Mayor. At the Chief Operations Officer's request the Executive Mayor will record the outcome of the meeting in writing. The final decision of the Executive Mayor on the issue will be made within 6 (six) weeks of the issue being raised with the latter and will, subject to common law and applicable labour law, be final.
- 12.3 In the event that the mediation process contemplated above fails, the relevant arbitration clause of the contract of employment will apply.

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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" will not be confidential, and may be made available to the public by the Municipality, where appropriate.

13.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Chief Operations Officer in terms of her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Signed at Barkly East on this 03 day of July 2023.

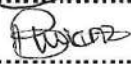
**As Witnesses:**


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- 2.  .....

  
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Municipal Manager of the  
JOE GQABI DISTRICT  
MUNICIPALITY

Signed at Barkly East on this 03 day of July 2023.

**As Witnesses:**

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Chief Operations Officer of  
the JOE GQABI DISTRICT  
MUNICIPALITY

KPA 2: LOCAL ECONOMIC DEVELOPMENT												
WEIGHT: 40%												
STRATEGIC OBJECTIVE	PROGRAMME	KPI NUMBER	KEY PERFORMANCE INDICATOR	BASELINE (JUNE 2023)	ANNUAL TARGET	QUARTERLY TARGETS				Audit Evidence	Responsible Person	
PROGRAMME	KPI NUMBER	KEY PERFORMANCE INDICATOR	BASELINE (JUNE 2023)	ANNUAL TARGET	Qtr 1 Plan	Qtr 2 Plan	Qtr 3 Plan	Qtr 4 Plan	Audit Evidence	Responsible Person		
Facilitate and support regional economic development initiatives	LED03: Facilitate and actively participate in youth and people with disability development programmes	LED03-01	Number of Trainings and capacity building workshops SMMEs and Coops (youth, women and people with disabilities)	3	1	N/A	N/A	N/A	1	1. Attendance Registers 2. Report to MyCo	COO	
				Number of information sessions for SMMEs and Coops held	3	2	N/A	1	1	1. Report to Mayor	COO	
				Number of SMMEs trained	20	N/A	N/A	N/A	20	1. Attendance Registers 2. Report to MyCo	JoGEDA	
				Number of reports on JoGEDA projects submitted for monitoring	2	2	N/A	N/A	1	1. Reports to Mayor	COO	
Facilitate and support local economic development initiatives	LED04: Facilitate and support local economic development initiatives	LED04-01	Number of reports on the maintenance of free WiFi hotspot	New Indicator	3	N/A			1. Reports to Standing Committee			
				LED05-01-01	LED04-01-02							
KPA 3: FINANCIAL VIABILITY AND MANAGEMENT												
WEIGHT: 10%												
STRATEGIC OBJECTIVE	PROGRAMME	KPI NUMBER	KEY PERFORMANCE INDICATOR	BASELINE (JUNE 2023)	ANNUAL TARGET	QUARTERLY TARGETS				Audit Evidence	Responsible Person	
Ensure effective financial management and reporting	FM01: Comply with all statutory financial management and reporting requirements	FM01-08-01	% of departmental budget actually spent	100%	100%	10%	23%	30%	33%	1. Income and Expenditure report	COO	
				Annual departmental procurement plans submitted to Finance	3023/23 FY Annual departmental procurement plans submitted to Finance	3023/24 FY Annual departmental procurement plans submitted to Finance	N/A	N/A	N/A	3023/24 FY Annual departmental procurement plans submitted to Finance	1. Proof of submission of Procurement Plan to Finance	COO
				Number of anti-fraud and anti-corruption workshops conducted	1	1	N/A	1	N/A	N/A	Report to Standing Committee	COO
				FM03-01-01	FM01-08-02	FM01-08-01	Annual departmental procurement plans submitted to Finance	3023/23 FY Annual departmental procurement plans submitted to Finance	3023/24 FY Annual departmental procurement plans submitted to Finance	N/A	N/A	N/A

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**KPA 4: INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION**

STRATEGIC OBJECTIVE	PROGRAMME	KPI NUMBER	KEY PERFORMANCE INDICATOR	BASELINE (JUNE 2021)	ANNUAL TARGET	QUARTERLY TARGETS				WEIGHT: 10%	Audit Evidence	Responsible Person
Improve human resource capacity and potential	ID02: Attract, retain and develop a base of scarce skills encourage skills transfer initiatives	ID02-01-01	Ratio of request to fill vacant posts submitted for management within one month of occurrence of vacancy	01:01	01:01	Qtr 1 Plan 01:01	Qtr 2 Plan 01:01	Qtr 3 Plan 01:01	Qtr 4 Plan 01:01	1. Accepted resignation letter	COO	

**KPA 5: GOOD GOVERNANCE AND PUBLIC PARTICIPATION**

STRATEGIC OBJECTIVE	PROGRAMME	KPI NUMBER	KEY PERFORMANCE INDICATOR	BASELINE (JUNE 2021)	ANNUAL TARGET	QUARTERLY TARGETS				Audit Evidence	Responsible Person	
Facilitate Intergovernmental cooperation and coordination	GG01: Support and facilitate intergovernmental cooperation initiatives	GG01-01	Number of DIMAFO meetings held	2	2	Qtr 1 Plan N/A	Qtr 2 Plan 1	Qtr 3 Plan N/A	Qtr 4 Plan 1	1. Minutes 2. Attendance Register	COO	
		GG02-01-03	Review Communication Plan	New indicator	Communication Plan reviewed and submitted to Top Management	N/A	Communication Plan reviewed and submitted to Top Management	N/A	N/A	N/A	1. Report to Top Management	COO
		GG02-01-04	Review District ICT Disaster recovery plan	New indicator	District Disaster recovery plan reviewed and approved by Council	N/A	District Disaster recovery plan reviewed and approved by Council	N/A	N/A	N/A	1. Reviewed District Disaster recovery plan 2. Council Resolution	COO
		GG02-01-05	Review Social Media Policy	New indicator	Social Media Policy reviewed and approved by Council	N/A	Social Media Policy reviewed and approved by Council	N/A	N/A	N/A	1. Reviewed Social Media Policy 2. Council Resolution	COO
		GG02-01-06	Review IT Strategic Plan	New indicator	IT Strategic Plan reviewed and approved by Council	N/A	IT Strategic Plan reviewed and approved by Council	N/A	N/A	N/A	1. Reviewed Strategic Plan 2. Council Resolution	COO
		GG02-01-07	Number of Mayoral outreach programs held in each Local Municipality	1 Mayoral outreach held in each Local Municipality	1 Mayoral outreach held in each Local Municipality	N/A	1 Mayoral outreach held in each Local Municipality	N/A	N/A	N/A	1. Attendance Register 2. Outreach reports	Report to Mayor
		GG02-02-01	Held Annual State of the District Address	Annual District State of the District held	Annual District State of the District held	N/A	Annual District State of the District held	N/A	N/A	N/A	1. Attendance Register 2. Minutes	
		GG02-02-01	Number of Traditional leaders forum and mission meetings held	4	4	1	1	1	1	1	1. Updated Council resolutions register	COO
		GG02-01-01	Ratio of Council resolutions implemented	01:01	01:01	01:01	01:01	01:01	01:01	01:01		COO

PROGRAMME	KPI NUMBER	KEY PERFORMANCE INDICATOR	BASELINE (JUNE 2021)	ANNUAL TARGET	QUARTERLY TARGETS				Audit Evidence	Responsible Person	
GG03: Ensure and maintain corporate governance	GG03-01	Complete 2020/21 FY annual performance report	Annual report approved by Council	Final Annual report approved by Council	N/A	Final Annual report approved by Council	N/A	N/A	N/A	1. Approved Annual report 2. Council resolution	COO
	GG03-01-01	Provide inputs into adjustment budget	Budget adjustment inputs provided	Budget adjustment inputs provided	N/A	Budget adjustment inputs provided	N/A	N/A	N/A	1. Final of submission to Finance	COO

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Facilitate the development of a healthy and inclusive society	GG04: Facilitate implementation of programmes supporting special groups	GG03-03	GG03-01	GG03-04-01	GG03-04-02	GG03-05-01	GG03-05-01	GG03-06	GG03-07	GG04-01-01	
		Complete 2022/23 FY IDP	2021/22 FY reviewed IDP approved by Council	2022/23 FY IDP compiled and approved by Council	N/A	N/A	N/A	Final 2022/23 IDP tabled before Council	Final IDP approved by Council	1. 2021/22 FY IDP 2. Council resolution	00
		Number of DP 1 Budget representative forum meetings held	4	4	1	1	1	1	1	1. Minutes of meetings	00
		Number of signed performance agreements for Directors & Managers directly reporting to the Municipal Manager including the Municipal Manager	8	8	7	N/A	N/A	N/A	N/A	3 signed performance agreements	00
		Number of Annual performance submissions (include Management) signed	3	3	3	N/A	N/A	N/A	N/A	3 signed annual performance submission	00
		Number of Strategic risk register updated	4	1 updated risk registers	N/A	N/A	N/A	N/A	N/A	1. Updated Strategic Risk Register 2. Report to Top Management	00
		Clean audit outcomes published	2018/19 FY Clean audit outcomes achieved	2019/20 FY Clean audit outcomes achieved	N/A	N/A	N/A	Clean audit achieved	N/A	1. Audit report	00
		Number of departmental quarterly performance reports submitted with POE	4	4	1	1	1	1	1	1. Quarterly Reports 2. POE files	00
		Number of MPAC meetings held	4	4	1	1	1	1	1	1. Minutes	00
		Number of Audit and Performance Committee	5	5	1	2	1	1	1	1. Minutes	00
		Number of HIV/AIDS Community awareness campaigns conducted	1	1	N/A	N/A	N/A	N/A	1	Report to Standing Committee	00

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