



Mogale City

Local Municipality

PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN:

MOGALE CITY LOCAL MUNICIPALITY

AS REPRESENTED BY THE

MUNICIPAL MANAGER:

MAKHOSANA MSEZANA

AND

SENIOR MANAGER: OPERATIONS MANAGEMENT

NOMKITA FANI

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: JULY 2025 TO JUNE 2026

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- 2.5 Use the Performance Management Agreement and Performance Management Plan as the basis for assessing whether the employee has met the performance expectations applicable to his job;
- 2.6 Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **01 July 2025** and will remain in force until **30 June 2026**; where after a new Performance Management Agreement, Performance Management Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of the Agreement during February each year. The parties will conclude a new Performance Management Agreement and Performance Management Plan that replaces this Agreement at least once a year by not later 31 July.
- 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 and the Budget of the Employer, and shall include key objectives; key performance indicators; target and weightings.

2025/2026 Performance Management Agreement entered into by and between The Municipal Manager:
and Executive Director: Operations Management: Nomkita Fani



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- 6.3 The Employee's assessment will be based on his/her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80 weighting of the overall assessment result as per the weightings agreed to between the employer and Employee:

Key Performance Areas (KPA's)	Weighting
Service Delivery and Infrastructure Development	0
Financial Viability	0
Good Governance and Public Participation	60
Local Economic Development	0
Municipal Transformation and Organizational Development	40
TOTAL	100%

- 6.4 The Employee's assessment will be based on his/her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80 weighting of the overall assessment result as per the weightings agreed to between the employer and Employee.

The six (6) core competencies that act as drivers to ensure that the leading competencies are executed at an optimal level.

LEADING COMPETENCY REQUIREMENTS		WEIGHTS %
Strategic Direction and Leadership	- Impact and influence - Institutional Performance Management - Strategic Planning and Management - Organizational Awareness	10
People Management & Empowerment	- Human Capital Planning & Development - Diversity Management - Employee Relations Management - Negotiation and Dispute Management	15
Program & Project Management	- Program & Project Planning and Implementation - Service Delivery Management - Program & Project Monitoring & Evaluation	20
Financial Management	- Budget Planning & Execution - Financial Strategy & Delivery - Financial Reporting & Monitoring	10
Change Leadership	Change Vision & Strategy	20

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- (c) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the CRs

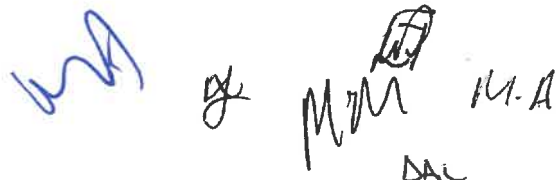
- (a) Each CR should be assessed according to the extent to which the specified standards have been met;
- (b) An indicative rating on the five-point scale should be provided for each CR;
- (c) The applicable assessment rating calculator must then be used to add the scores and calculate a final CR score.

7.5.3 Overall rating

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

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

Overall Performance	Rating	Performance Score
Unacceptable Performance Performance does not meet the standard expected for the job. The employee has failed to demonstrate the commitment level expected in the job despite management efforts to encourage improvement.	1	59% and below
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.	2	60 – 69 %
Performance Fully Effective Performance fully meets the standards expected in all areas of the job	3	70 – 79 %
Performance Significantly Above Expectations / Exceptional Performance Performance is significantly higher than the standard	4	80 – 89 %

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8.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

8.5 The Employer may amend the provisions of Annexure "A" whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

9 DEVELOPMENTAL REQUIREMENTS

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

10. OBLIGATIONS OF THE EMPLOYER

10.1 The Employer shall:–

10.1.1 Create an enabling environment to facilitate effective performance by the Employee;

10.1.2 Provide access to skills development and capacity building opportunities;

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

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

10.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this agreement.

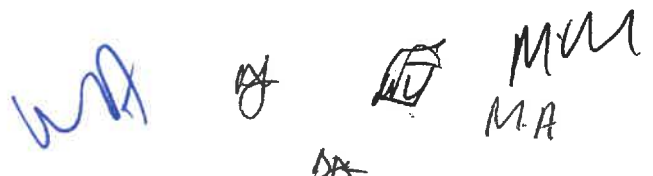
11 CONSULTATION

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

11.1.1 A direct effect on the performance of any of the Employee's functions;

11.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and

11.1.3 A substantial financial effect on the Employer.

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14 GENERAL

14.1 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.

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

Thus done and signed at Krugersdorp on this the 21 day of July 2025

AS WITNESSES:

1. M.A. [Signature]

[Signature]
**EXECUTIVE DIRECTOR:
OPERATIONS MANAGEMENT**

2. [Signature]

Thus done and signed at Krugersdorp on this the 29 day of July 2025

AS WITNESSES:

1. [Signature]

[Signature]
MUNICIPAL MANAGER

2. [Signature]

[Signature]

KPA	Good Governance and Public Participation 60%										
Executive Director Output	Annual Report	All Wards	The submission of the draft Annual Report to the Council by 31 August 2025 in terms of MFMA Circular 63	15%	Time Frame	31-Aug-24	31-Aug-25	Q1	Annual Report	1=Submission of the draft Annual Report to council by 4 September 2025	Council Item/Agenda
								Q2		2=Submission of the draft Annual Report to the Council by 2 September 2025	
								Q3		3=Submission of the draft Annual Report to the Council by 31 August 2025	
								Q4		4=Submission of the draft Annual Report to the Council by 25 August 2025	
										5=Submission of the draft Annual Report to the Council by 23 August 2025	
Executive Director Output	Risk Management	All Wards	% implementation of departmental mitigation actions on the Strategic Risk Register	5%	%	80%	80%	Q1	80%	1=59% and below implementation of departmental mitigation actions on Strategic Risk Register	Quarterly Dashboard Report and Strategic Risk Report.
								Q2	80%	2=60-69% implementation of the departmental mitigation actions on Strategic Risk Register	
								Q3	80%	3=70-79% implementation of departmental mitigation actions on Strategic Risk Register	
								Q4	80%	4=80-89% implementation of departmental mitigation actions on Strategic Risk Register	
										5=90-100% implementation of departmental mitigation actions on Strategic Risk Register	

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Outcome 9: Responsive, accountable, effective and efficient local government system															
Building a professional, capable, citizen-focused public service (NDP Chapter 13)															
To ensure good participative governance in compliance with the Constitution															
Good Governance and Public Participation 60%															
PLANNING LEVEL	MSCOA PROJECT	WARDS TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL TARGET	TIME FRAME	PROGRAMME/PROJECT MILESTONE	INDIVIDUAL PERFORMANCE MEASUREMENT	MEANS OF VERIFICATION				
Executive Director Output	National Treasury Reporting	All Wards	Number of Section 52 (d) reports submitted to SMT	15%	Number	4	4	Q1	1	1=(2 quarterly reports)Submission of Section 52 (d) report submitted to SMT within the stipulated timeframe	Q1-Q4: Proof of submission to Secretariat				
								Q2	1	2=(2 quarterly reports)Submission of Section 52 (d) report submitted to SMT					
								Q3	1	3=(3 quarterly reports)Submission of Section 52 (d) report submitted to SMT within the stipulated timeframe					
								Q4	1	4=(4 quarterly reports)Submission of Section 52 (d) report submitted to SMT					
										5=(4 quarterly reports)Submission of Section 52 (d) report submitted to SMT within the stipulated timeframe					
Executive Director Output	IDP Process Plan	All Wards	Submission of the IDP Process Plan to Council by 31 August 2025	10%	Time Frame	31-Aug-24	31-Aug-25	Q1	1	1=IDP Process Plan submitted to Council for consideration by 4 September 2025	Council Item/Agenda				
								Q2	–	2=IDP Process Plan submitted to Council for consideration by 2 September 2025					
								Q3	–	3=IDP Process Plan submitted to Council for consideration by 31 August 2025					
								Q4	–	4=IDP Process Plan submitted to Council for consideration by 27 August 2025					
										5=IDP Process Plan submitted to Council for consideration by 29 August 2025					




Executive Director Output	IDP Review	All Wards	Submission of the Draft and Final IDP to Council	15%	Time Frame	Q3 and Q4	Q3 and Q4	Q3 and Q4	Q1	-	2=Draft and Final IDP submitted to Council 5 days after the Stipulation date	Council Item/Agenda
									Q2	-	1=Draft and Final IDP submitted to Council 2 days after the Stipulation date	Council Item/Agenda
									Q3	Draft IDP to Council	3=Draft and Final IDP submitted to Council within the Stipulation date	
									Q4	Final IDP Report	4=Draft and Final IDP submitted to Council for 20 days before the Stipulation date	
											5=Draft and Final IDP submitted to Council for 15 days before the Stipulation date	

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KPA MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION 40%

Executive Director Output	Audit Action Plan	All Wards	% implementation of AG Audit Action Plans	10%	%	80%	80%	Q1	-	1=59% and below implementation of AG Audit Action Plans	Q3-Q4 internal audit assessed OPCA Pane and or AG Management Report
								Q2	80%	2=60-69% implementation of AG Audit Action Plans	
								Q3	80%	3=70-79% implementation of AG Audit Action Plans	
								Q4	80%	4=80-89% implementation of AG Audit Action Plans	
										5=90-100% implementation of AG Audit Action Plans	
Executive Director Output	Internal Audit Action Plan	All Wards	% of implementation of Internal Audit Action Plans	15%	%	80%	80%	Q1	80%	1=59% and below implementation of Internal Audit Action Plans	Final Internal Audit Report
								Q2	80%	2=60-69% implementation of Internal Audit Action Plans	
								Q3	80%	3=70-79% implementation of Internal Audit Action Plans	
								Q4	80%	4=80-89% implementation of Internal Audit Action Plans	
										Audit Action Plans	

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KPA MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION 40%

Executive Director Output	Performance Management	All Wards	Number of Performance Reviews held per Manager	15%	Number	10	10	Q1	Munites of performance review conducted with managers 2024/2025 FY	1=2 review sessions concluded, <u>5</u> managers achieved <u>60%</u> of their targets	  Minutes of Assessment   
								Q2	—	2= 3 review sessions concluded, <u>5</u> managers achieved <u>70%</u> of their planned targets	
								Q3	Munites of performance review conducted with managers 2025/2026 FY	3= 4 reviews sessions concluded, <u>5</u> managers achieved <u>80%</u> of their planned targets	
								Q4	—	4= 5 review sessions concluded, <u>5</u> managers achieved <u>90%</u> of their planned targets	
										5= 6 review sessions concluded, <u>5</u> managers achieved <u>100%</u> of their planned targets	
Total= 100											

Signed and Accepted by the Executive Director: Operations Management



Manager

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CORE MANAGERIAL COMPETENCIES	WEIGHTING	KPI	PERFORMANCE MEASUREMENT	EVIDENCE
Strategic Direction and Leadership	10	No. of Individual Performance Management Agreements signed with Managers by 31 August 2025	1= 2 (5) Performance Management Agreements signed after the 30/09/2025	Four (5) 2025/2026 Performance Management Agreements signed with Managers
			2= 3 (5) Performance Management Agreements signed after the 15/09/2025	
			3= 4 (5) Performance Management Agreements signed by the 31/08/2025	
			4= 5 (5) Performance Management Agreements signed by the 20/08/2025	
			5= 6 (5) Performance Management Agreements signed by the 10/08/2025	
People Management and Empowerment	5	Human Resources Management (Leave Management) - Average time taken to respond to leave request.	1= 2 No Response	Leave Management Reports
			2= 3 Response in 4 & More Days after leave application receipt	
			3= 4 Response within 3 days	
			4= 5 = Response 1 day after leave application receipt	
			5=6 Response within the same day of leave application receipt	
	5	Development of Personal Development Plans (PDPs) of immediate subordinates captured for Skills Audit	1=2 (5) less than 100% PDPs captured	L&D (Skills Audit) Report
			2= 3 (5) 100% captured 5 days after the deadline	
			3=4 (5) 100% captured within the set deadline	
			4=5 (5) 100% PDPs captured without errors	
			5=6 (5) 100% PDPs captured without errors and with 100% accuracy	
	5	No. of days to attend to employee grievances within prescribed timeline	1= 2= None	Signed grievance form and Grievance meeting / response
			2 =3 More than 10 days	
			3 = 4 (10) working days	
			4= 5 (7) working days/ relationship building meetings	
			5 =6 (5) working days/ no grievances	

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Program and Project management	20	Service Delivery Management	1=59% and below implementation of the SDBIP	SDBIP Quarterly Performance Reports/ Annual performance report
			2= 60-69% implementation of the SDBIP	
			3= 70-79% % implementation of the SDBIP	
			4= 80-89 % implementation of the SDBIP	
			5= 90-100% implementation of the SDBIP	
Financial Management	5	% Reduction of Unauthorized, Irregular, Fruitless and Wasteful expenditure incurred by the Department	1= 0 - 54% reduction on the UIWFE	Quarterly UIWFE report & Annual UIWFE report
			2= 55 -64% reduction on the UIWFE	
			3= 65 - 74% reduction on the UIWFE	
			4= 75 - 89% reduction on the UIWFE	
			5= 90 - 100% reduction including no UIWFE expenditure incurred	
Change Leadership	5	% of opex budget spent at the end of financial year	1= 92% Spent	1 July 2025 to 30 June 2026 In year monitoring report
			2= 94% Spent	
			3= 96% Spent	
			4= 98% Spent	
			5= 100% Spent	
Change Leadership	10	Number of management meetings held per year	1= 4 meetings held	Agenda and Attendance Register of management meetings
			2= 6 meetings held	
			3= 8 meetings held	
			4= 10 meetings held	
			5= 12 meetings held	
Change Leadership	10	Number of quarterly staff meetings held per year	1= 2 meetings	Agenda and Attendance Register of departmental meetings
			2= 3 meetings	
			3= 4 meetings	
			4= 5 meetings	
			5= 6 meetings	

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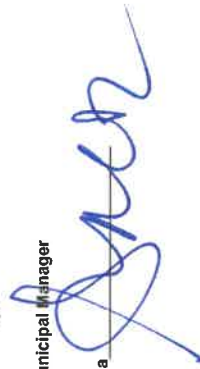
Governance Leadership	15	Revision and Development of Policies	1=59% and Below implemented	Inputs provided on revised and Developed Policies (Social Media Policy, IGR,
			2=60-69% implemented	
			3=70-79% implemented	
			4=80-89% Implementation	
			5=90-100% implementation	
	10	% Implementation of the departmental Operational risk management implementation plan	1=59% and Below implementation of departmental risk mitigation measures	Dashboard Risk Management Reports
			2=60-69% implementation of departmental risk mitigation measures	
			3=70-79 % implementation of departmental Risk mitigation measures	
			4=80-89 % implementation of departmental risk mitigation measures	
			5=90 - 100% implementation of departmental risk mitigation measures	
total=100				

Signed and Accepted by the Executive Director: Operations Management

Nomkita Fani 

Date: 21 July 2025

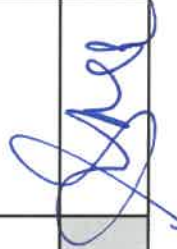
Approved by the Municipal Manager

Makhosana Msezana 

Date: 21/07/2025



N.W. M.A. 

SURNAME	FANI	NAME	NOMKITA
POSITION	EXECUTIVE DIRECTOR: OPERATIONS MANAGEMENT	REPORT TO	MUNICIPAL MANAGER
SALARY LEVEL	2	SALARY BAND	S56
DEPARTMENT	OPERATIONS MANAGEMENT	FINANCIAL YEAR	2025/26
Competency area to be developed	Specific development objectives (what to achieve) • Change Vision & Strategy • Process Design & Improvement • Change Impact Monitoring & Evaluation	Competency Indicators (evidence of development)	Sign-off review and assessment (Individual, Expert Trainer & Coach)
Change Management	Portfolio of evidence as required by the Training institution.	Development activities (self-study, on the-job, formal-dates and cost)	Development review and assessment: Training provider
		Short course NQF 6	Trainer
EMPLOYEE SIGNATURE		MM's SIGNATURE	DATE
			29/07/2025

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