

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

EXECUTIVE DIRECTOR: COMMUNITY DEVELOPMENT SERVICES

LOVEY ADOLPHINA MODIBA

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 July 2026 TO 30 JUNE 2027

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Handwritten initials 'MM' and 'LA' with 'MCH' and 'BAC' written below them.

PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN

MOGALE CITY LOCAL MUNICIPALITY herein represented by **M. MSEZANA** as the **MUNICIPAL MANAGER** (hereinafter referred to as the Employer or Supervisor)

And

LOVEY ADOLPHINA MODIBA as the **EXECUTIVE DIRECTOR; COMMUNITY DEVELOPMENT SERVICES** of **MOGALE CITY LOCAL MUNICIPALITY** (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

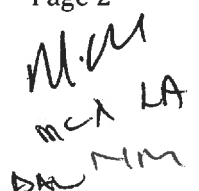
1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee in Terms of Section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as the "the Parties".
- 1.2 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.
- 1.3 The parties wish to ensure that there is compliance with Sections 57 (1)b, (4A), 57(4B), 57(C) and 57(5) of the Systems Act, Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Manager, 2006 & Local Government: Competency Framework for Senior Managers, 2014.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to –

- 2.1 Comply with the provisions of Section 57(1)(b), (4A),(4B), (4C) and (5) of the Systems Act, Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Manager, 2006 & Local Government: Competency Framework for Senior Managers, 2014 as well as the Contract of Employment entered into between the parties;



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- 2.2 Specify objectives and targets established for the Employee and communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the Performance Agreement and Performance 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 2026** and will remain in force until **30 June 2027**; where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.3 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.
- 3.4 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

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Budget of the Employer and shall include key objectives; key performance indicators; target and weightings.

- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe within which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

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

6. THE EMPLOYEE AGREES TO PARTICIPATE IN THE PERFORMANCE MANAGEMENT AND DEVELOPMENTS SYSTEM THAT THE EMPLOYER ADOPTS

- 6.1 The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 6.2 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the performance agreement.
 - 6.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs)/ Core Managerial Competencies (CMC) respectively.
 - 6.2.2 Each area of assessment will be weighed and will contribute a specific part to the total score.
 - 6.2.3 KPAs covering the main areas of work will account for 80 weighting and CCRs will account for 20 weighting of the final assessment.

- 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 (as outlined within the Local Government: Municipal Performance Regulations for Municipal Managers and Directors directly accountable to Municipal Managers, 2006), 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	45%
Good Governance & Public Participation	15%
Municipal Transformation & Organizational Development	25%
Local Economic Development	15%
Total	100%

- 6.4 The Leading & Core Competencies will make up the other 20% of the Employee's assessment score. The competency framework consists of six (6) leading competencies which comprise of twenty (20) driving competencies that communicate what is expected for effective performance in local government.

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 and Management - Strategic Planning and Management - Organizational Awareness	15%
Program & Project Management	- Programme and Project Planning and Implementation - Service Delivery Management - Programme and Project Monitoring and Evaluation	20%
Financial Management	- Financial Reporting and Monitoring - Financial Strategy and Delivery - Budget Planning and Execution - Policy Formulation - Risk and Compliance Management - Cooperative Governance	20%
Change Leadership	- Change Vision and Strategy - Process Design and Improvement - Change Impact Monitoring and Evaluation	15%
Governance Leadership	Policy Formulation	15%

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LEADING COMPETENCY REQUIREMENTS		WEIGHTS %
	• Risk and Compliance Management • Cooperative Governance	
Human Resource Management	• Problem Solving and analysis (Disputes resolution - Grievances) • Leave Management • People Management and Empowerment	10%
CORE COMPETENCIES		-
Moral Competence		
Planning and Organizing		
Analysis and Innovation		
Knowledge and Information Management		
Communication		
Result and Quality Focus		
TOTAL		100%

7. EVALUATING PERFORMANCE

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

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

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

7.2 Despite the establishment of 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.

7.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan (PDP) as well as the actions agreed to and implementation must take place within set time frames.

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

7.5 The annual performance appraisal will involve:

7.5.1 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;

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(b) An indicative rating on the five-point scale should be provided for each KPA;

(c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the Competencies

(a) Each 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) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final competency 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 CCRs:

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/	4	80% – 89 %

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OVERALL PERFORMANCE	RATING	PERFORMANCE SCORE
Exceptional Performance Performance is significantly higher than the standard expected in the job.		
Outstanding Performance Performance far exceeds the standard expected of an employee at this level.	5	90% – 100 %

- 7.7 For purposes of evaluating the performance of the Executive Manager: Community Development Services, an evaluation panel constituted by the following persons must be established –

- 7.7.1 Municipal Manager;
- 7.7.2 Chairperson of the Performance Audit Committee
- 7.7.3 Member of the Mayoral Committee;
- 7.7.4 Municipal Manager from another Municipality/ or a technical expert of an equivalent position.

8. SCHEDULE FOR PERFORMANCE REVIEWS

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

Quarter	Timeline	Date of the Review
First Quarter	July – September 2026	25 October 2026
Second Quarter	October – December 2026	24 January 2027
Third Quarter	January – March 2027	25 April 2027
Fourth Quarter	April – June 2027	20 August 2027

- 8.2 The Employer shall keep a record of all formal and informal reviews, including the mid-year review and annual assessment meetings.
- 8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.

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

12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2 A performance bonus of 5% to 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of performance and the amount payable would be calculated on the following basis:

Performance Rating			Bonus Amount
1.	0% - 59%	Performance Unacceptable	0% of total package
2.	60% - 69%	Performance Not Fully Effective	
3.	70% - 79%	Performance Fully Effective	Remuneration Progression
4.	80% - 89%	Performance Significantly Above Expectations/ Exceptional Performance	• Remuneration Progression • 5% - 9% of Total Package
5.	90% - 100%	Outstanding Performance	• Remuneration Progression • 10% - 14% of total package

- 12.3 In the case of unacceptable performance, the Employer shall –
- 12.3.1 provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 12.3.2 after appropriate counseling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the employee on grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

- 13.1 Any disputes about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provide for, shall be mediated by –
- 13.1.1 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.

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13.2 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

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 31 day of July 2026

AS WITNESSES:

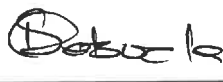
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EMPLOYEE (Executive Director:
Community Development Services)

2. NIMMASUKU

Thus done and signed at KRUGERSDORP on this the 31 day of July 2026

AS WITNESSES:

1. 


EMPLOYER
(Municipal Manager)

2. 



National Outcome	Outcome 9: Responsive, accountable, effective and efficient local government system	
NDP Chapter	NDP Chapter: Building a professional capable citizen focused public service NDP Chapter 13	
Strategic Goal	To provide sustainable services to the community	

DEPARTMENT: COMMUNITY DEVELOPMENT SERVICES		
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KPA: SERVICE DELIVERY AND INFRASTRUCTURE DEVELOPMENT 45%									
PLANNING LEVEL	MSCOA PROJECT	WARDS TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/PROJECT MILESTONE
TYPE OF EVIDENCE PER QUARTER									
Executive Director: Output	Law Enforcement	All Wards	Number of Roadblocks conducted	25%	Number	New KPI	360	Q1	90
								Q2	90
								Q3	90
								Q4	90
								Q1-Q4: Quarterly report and warrant roadblocks stats	
Executive Director: Output	By-Law Enforcement	All Wards	Number of By-Law operations conducted	15%	Number	12	12	Q1	3
								Q2	3
								Q3	3
								Q4	3
								Q1-Q4: Quarterly report and attendance registers	

KPA: GOOD GOVERNANCE AND PUBLIC PARTICIPATION 15%									
PLANNING LEVEL	MSCOA PROJECT	WARDS TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/PROJECT MILESTONE
TYPE OF EVIDENCE PER QUARTER									
Executive Director: Output	AG Audit Action Plans	All Wards	% implementation of AG Audit Action plans	8%	%	100%	85%	Q1	-
								Q2	-
								Q3	-
								Q4	85%
								Q1-Q4: Internal Audit assessed OPCA pane	
Executive Director: Output	Risk Management	All Wards	% implementation of departmental mitigation actions on the Strategic Risk Register	7%	%	100%	85%	Q1	-
								Q2	-
								Q3	-
								Q4	85%
								Q1-Q4: Strategic Risk Dashboard	

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MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT - 25%									
Executive Director: Output	Performance Management	All Wards	Number of Managers performance review sessions conducted	15%	Number	2	Q1	Q2	1= No review session conducted 2= 1 review sessions conducted for Managers 3= 2 reviews sessions conducted for Managers 4= review sessions conducted for managers within 80 days after the end of the quarter 5= review sessions conducted for managers within 30 days after the end of the quarter
Executive Director: Output	Labour disputes	All Wards	No. of days taken to attend to employee grievance within the prescribed timeline	10%	Number	10 days	Q1	Q2	1 = None 2= More than 10 days 3= 10 working days 4= 7 working days 5= 5 working days/ no grievances
KPA: LOCAL ECONOMIC DEVELOPMENT 15%									
PLANNING LEVEL	MSCOA PROJECT	WARDS TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/ PROJECT MILESTONE
Executive Director: Output		All Wards	Percentage implementation of MCLM job creation initiative	10%	%	New KP1	100% of 2 project (Bob Van Renen and cleaning and maintenance of various Sport facilities)	Q1	1= Less than 70% implemented 2= 70 - 84% implemented 3= 100% implemented
								Q2	
								Q3	Progress report on the programmes implemented
								Q4	4=100 implemented 2 weeks before end of quarter
									5=100% implemented 1 week before end of quarter
Employment opportunities								Q1	1= 339 and less participants exposed to employment opportunities
								Q2	2= 349-340 participants exposed to employment opportunities
								Q3	3= 350 participants exposed to employment opportunities
								Q4	4= 351 - 352 participants exposed to employment opportunities
									5= More than 353 and more participants exposed to employment opportunities
TOTAL: 100 %									

Signed and Accepted by the Executive Director: Community Development Services

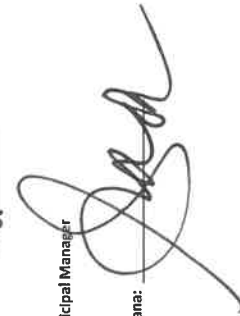
Ms Lovey Modiba:



Date:

31/07/2026

Approved by the Municipal Manager



Mr. Makhosana Msezana:

Date:

31/ July 2026

CORE MANAGERIAL COMPETENCIES	WEIGHTING	KPI	PERFORMANCE MEASUREMENT	EVIDENCE
Strategic Direction and Leadership (Provides a vision, sets the direction for the department and inspires others to deliver on the organisational mandate.)	15%	No of Individual Performance Agreements (PA) signed with Managers	1= All Performance Management Agreements of Managers within the Department signed after the 30/09/2026	Four (4) 2026/2027 Performance Agreements signed with Managers
			2= All Performance Management Agreements of Managers within the Department signed after the 15/09/2026	
			3= All Performance Management Agreements of Managers within the Department signed by the 31/08/2026	
			14= All Performance Management Agreements of Managers within the Department signed by the 20/08/2026	
			5= All Performance Management Agreements of Managers within the Department signed by the 10/08/2026	
Program and Project Management	20%	% Implementation of the Service Delivery Budget Implementation Plan	1= 50% and below implementation of the SDBIP	2026/27 SDBIP Quarterly and Annual Performance Reports audited by Internal Audit
			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	10%	% Reduction of Unauthorised Irregular Frivolous (UIF) expenditure	1= 0 - 54% reduction on the UWFE	Quarterly UIF report adopted by Council
			2= 55 - 64% reduction on the UWFE	
			3= 65 - 74% reduction on the UWFE	
			4= 75 - 89% reduction on the UWFE	
			5= 90 - 100% reduction including no UWFE expenditure incurred	
	5%	% of Grant / Capex Budget Spent (Bi-Annual)	1= Less than 79%	Quarterly In year monitoring report: 1 July 2026 to 30 June 2027 in year monitoring report.
			2= 80% - 89% expenditure	
			3= 90% - 95% expenditure	
			4= 96% - 98% expenditure	
			5= 99% - 100% expenditure	
	5%	% of opex budget spent Bi-annual	1= less than 80% spent	Quarterly In year monitoring report: 1 July 2026 to 30 June 2027 in year monitoring report.
			2= 80% - 79% Spent	
			3= 80% - 89% Spent	
			4= 90% - % Spent	
			5= 91% - 100% Spent	
Change Management	10%	% Implementation of monthly management meetings resolutions	1= Less than 25% Meeting resolutions implemented	Agenda, Attendance registers and meeting resolution register
			2= 25% Meeting resolutions implemented	
			3= 50% Meeting resolutions implemented	
			4= 75% Meeting resolutions implemented	
			5= 100% Meeting resolutions implemented	
	5%	2 Staff Meetings held per year	1 = no meeting held	Agenda and Attendance Register of staff meetings
			2 = 1 meeting held	
			3 = 2 meetings held	
			4 = 3 meetings held	
			5 = 4 or more meetings held	

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Governance Leadership	10%	No. of Developed and Revised Policies submitted to SMT in the 2026/2027 financial year	1= No policy submitted 2= 2-1 policies submitted 3= 3 policies submitted 4= 4 policies submitted 5= More than 4 policies submitted	Development and Revised Policies submitted and adopted by SMT in the 2026/2027 financial year
	10%	No. of Developed and Revised SOPs submitted to SMT in the 2026/2027 financial year	1= No SOP submitted 2= 2-1 SOPs submitted 3= 3 SOPs submitted 4= 4 SOPs submitted 5= More than 5 SOPs submitted	Development and Revision of SOP submitted and adopted by SMT
Human Resource Management	10%	Average time taken to respond to leave requests	1 = Managers leaves approved 4 days after application 2 = Managers leaves approved 3 days after application 3 = Managers leaves approved 2 days after application 4 = Response a day after application receipt 5= Managers leaves approved on the day of application	Payday ESS approved leave applications report/ Summary of days taken to approve leave

Signed and Accepted by the Executive Director: Community Development Services



 Ms. Lovy Modiba:



 Approved by the Municipal Manager:

Mr. Makhosana Msezane:

Date: 31/7/2026

Date: 31/07/2026

SURNAME	MODIBA		NAME	LOVEY
POSITION	EXECUTIVE DIRECTOR: CDS		REPORT TO	MUNICIPAL MANAGER
SALARY LEVEL	2		SALARY BAND	S56
DEPARTMENT	COMMUNITY DEVELOPMENT SERVICES		FINANCIAL YEAR	2026/27
Competency area to be developed	Specific development objectives (what to achieve)	Competency indicators (evidence of development)	Development activities (self-study, on-the-job, formal-dates and cost)	Support required (e.g. coaching)
Public Safety	Traffic Management	Competency Certificate	Formal Date: 2026 and 2027 financial year Cost Est. R50 000	Funding
	Security management	Competency certificate	Formal Date: 2026 and 2027 Cost: Funded by State security Agency	N/A
EMPLOYEE SIGNATURE			MM's SIGNATURE	
			DATE	31/5/2026