



# PERFORMANCE AGREEMENT 2025/2026 FINANCIAL YEAR

Made and Entered into by and between

## THE MODIMOLLE-MOOKGOPHONG LOCAL MUNICIPALITY

Herein represented by

ACTING MUNICIPAL MANAGER - PATRICK SHIKA,

(Herein after referred to as the "Employer")

And

ACTING DIRECTOR: SOCIAL AND COMMUNITY SERVICE,  
EDWIN MOGOANE, ID NO: 7909025397089

(Herein and after referred to as the "Employee")

For the period

01 July 2025 –31 July 2025

## Table of Contents

|                                                      |    |
|------------------------------------------------------|----|
| DEFINITIONS.....                                     | 3  |
| 1. INTRODUCTION.....                                 | 4  |
| 2. PURPOSE OF AGREEMENT.....                         | 4  |
| 3. STRATEGIC OBJECTIVE.....                          | 5  |
| 4. COMMENCEMENT AND DURATION.....                    | 5  |
| 5. PERFORMANCE OBJECTIVES.....                       | 5  |
| 6. PERFORMANCE MANAGEMENT SYSTEM.....                | 7  |
| 7. EVALUATING PERFORMANCE.....                       | 10 |
| 8. SCHEDULE FOR PERFORMANCE REVIEWS.....             | 12 |
| 9. DEVELOPMENTAL REQUIREMENTS.....                   | 13 |
| 10. OBLIGATIONS OF THE EMPLOYER.....                 | 13 |
| 11. CONSULTATION.....                                | 13 |
| 12. MANAGEMENT OF EVALUATION OUTCOMES.....           | 14 |
| 13. PERFORMANCE BONUS.....                           | 15 |
| 14. DISPUTE RESOLUTION /APPEAL.....                  | 15 |
| 15. GENERAL.....                                     | 16 |
| ANNEXURE A (Part 1): PERFORMANCE PLAN - 2025/26..... | 18 |
| ANNEXURE B: PERSONAL DEVELOPMENT PLAN 2025/26.....   | 24 |
| ANNEXURE C: DISCLOSURE OF INTEREST FORM 2025/26..... | 25 |

- (i) The Employer has entered into a contract of employment with the Employee in terms of contract of employment signed with employee. The **Employer** and the **Employee** are hereinafter referred to as "**the Parties**";

- (ii) Performance Management System Policy as approved by Council, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement;

- (iii) 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;

- (iv) The Parties wish to ensure that there is compliance with the PMS Policy and the procedure manual of Council.

*NOW Therefore* the Parties agree as follows:

## DEFINITIONS

"**The ACT**" shall mean the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000 as amended)

|                       |                                                                                       |                                             |
|-----------------------|---------------------------------------------------------------------------------------|---------------------------------------------|
| <b>IDP</b>            | -                                                                                     | Integrated Development Plan                 |
| <b>SDBIP</b>          | -                                                                                     | Service Delivery Budget Implementation Plan |
| <b>POE</b>            | -                                                                                     | Portfolio of Evidence                       |
| <b>KPA</b>            | -                                                                                     | Key Performance Area                        |
| <b>KPI</b>            | -                                                                                     | Key Performance Indicator                   |
| <b>MFMA</b>           | -                                                                                     | Municipal Finance Management Act            |
| <b>FINANCIAL YEAR</b> | - refers to the 12 month period which the organisation determines as its budget year. |                                             |

## 1. INTRODUCTION

1.1 This performance contract is between **Mr. Edwin Mogoane the Acting Director: Social and Community Service and Mr Patrick Shika** in his capacity as **Acting Municipal Manager**, within the provisions of the delegated powers as stipulated by Council. The contract is for the 2025/2026 financial year only. The expected performance reflected in this contract is based on the Integrated Development Plan (IDP) 2025/2026 and the Service Delivery and Budget Implementation Plan (SDBIP) 2025/2026. The afore-mentioned documents have been adopted as working documents of Modimolle-Mookgophong local Municipality and therefore, shall be the basis of performance assessment.

## 2. PURPOSE OF AGREEMENT

The purpose of this agreement is to:-

2.1 Comply with the provisions of legislation and the regulations pertaining to performance management;

2.2 Specify objectives and targets defined and agreed to 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/her job;

2.6 In the event of outstanding performance, to appropriately reward the employee; and;

2.7 Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

### 3. STRATEGIC OBJECTIVE

The **Acting Director Social and Community Services** has the overall responsibility of ensuring that he shall be, subject to the policy directives of the Council of the Municipality, responsible and accountable for improved quality of life, administratively being in charge of the service delivery programmes within the Municipality's Performance Management System, budget, asset management, supply chain management, financial management and review, and any other functions as may be delegated to him/her by the **Acting Municipal Manager**.

### 4. COMMENCEMENT AND DURATION

4.1 This Agreement will commence on **01 July 2025** and will remain in force until **31 July 2025** or until a new Performance Agreement, Performance Plan and Personal Development Plan is concluded between the parties for the ensuing financial year or part thereof.

4.2 The parties will review the provisions of this Agreement during June each year and will conclude not later than 31st July of each ensuing financial year a new Performance Agreement, Performance Plan and Personal Development Plan that replaces this Agreement.

4.3 This Agreement will terminate on the termination of the employment contract entered into by and between the parties for whatever reason.

4.4 The parties agree that the contents of the agreement may be revised at any time during the duration thereof with the purpose to determine the applicability thereof.

4.5 If at any time during the validity of the agreement the work environment alters to the extent that the contents of the agreement are no longer appropriate, the contents must by mutual agreement between the parties. Immediately be revised.

### 5. PERFORMANCE OBJECTIVES

5.1 The Performance Plan **Annexure "A"** sets out:

- 5.1.1 The performance objectives and targets that must be met by the Employee and;
- 5.1.2 The time frames within which those performance objectives and targets must be met.

5.2 The performance objectives and targets reflected in **Annexure "A"** are set by the Employer in consultation with the Employee, and are based on the IDP, SDBIP and Budget of the Employer and shall include the following:

- 5.2.1 The key objectives that describe the main tasks that need to be done;
- 5.2.2 The key performance indicators and means of verification that provide the details of the portfolio of evidence (POE) that must be provided to show that a key objective has been achieved;
- 5.2.3 The target dates that describe the timeframes in which the work must be achieved;
- 5.2.4 The weightings showing the relative importance of the key objectives to each other.

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

5.4 The Employer will make available to the Employee such employees 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; provided that it will at all times remain the responsibility of the Employee to ensure that he/she complies with those performance obligations and targets.

5.5 The Employee will at his/her request be delegated such powers by the Employer as may in the discretion of the Employer be reasonably required from time to time to enable him/her to meet the performance objectives and targets established in terms of this Agreement.

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

5.7 The provisions of **Annexure "A"** may be amended by the Employer when the Employer's performance management system is adopted, implemented and/or amended as the case may be.

5.8 The Personal Development Plan **Annexure "B"** sets out the Employee's personal development requirements in line with the objectives and targets of the Employer

5.9 Disclosure of Financial Interests **Annexure "C"** set out the financial interests of the employee

## 6. PERFORMANCE MANAGEMENT SYSTEM

6.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the municipality, management and municipal staff of the municipality.

6.2 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 municipality, management and municipal staff to perform to the standards required.

6.3 The Employer shall consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.

6.4 The Employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPA's), including special projects relevant to the Employee's responsibilities, within the local government framework.

6.5 The **Employee's** assessment will be based on his/her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPAs, which constitute hundred percent (100%) of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**.

| KPA   | Key performance areas (KPA'S)                |      | Weighting |
|-------|----------------------------------------------|------|-----------|
| 1.    | Institutional Development and Transformation | 0%   |           |
| 2.    | Good Governance and Public Participation     | 30%  |           |
| 3.    | Local Economic Development (LED)             | 0%   |           |
| 4.    | Municipal Financial Viability and Management | 20%  |           |
| 5.    | Basic Service Delivery and Infrastructure    | 50%  |           |
| 6.    | Spatial Development                          |      |           |
| TOTAL |                                              | 100% |           |

6.6 The key performance areas related to the functional area of Employee shall be subject to negotiation between the Employer and the Employee.

6.7 The CCRA will make up the other 20% of the Employee's assessment score as follows:

| Competencies | Components | Competency Definition | Weighting % (total 100%) |
|--------------|------------|-----------------------|--------------------------|
|--------------|------------|-----------------------|--------------------------|

|                                    |                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                             |    |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| Strategic Direction and Leadership | <ul style="list-style-type: none"> <li>Impact and Influence</li> <li>Institutional Performance</li> <li>Management</li> <li>Strategic Planning and Management</li> <li>Organisational Awareness</li> </ul>         | Provide and direct a vision for the institution, and inspire and deploy others to delivery on the strategic institutional mandate                                                                                                                                           | 10 |
|                                    | <ul style="list-style-type: none"> <li>Human Capital Planning and Development</li> <li>Diversity Management</li> <li>Employee Relations</li> <li>Management</li> <li>Negotiation and dispute Management</li> </ul> | Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives                                                                                                       | 5  |
| People Management                  | <ul style="list-style-type: none"> <li>Service Delivery Management</li> <li>Planning and Implementation</li> <li>Programme and Project</li> </ul>                                                                  | Able to understand programme and project management methodology; plan, manage, monitor and evaluate specific activities in order to delivery on set objectives                                                                                                              | 5  |
| Project Management                 | <ul style="list-style-type: none"> <li>Budget Planning and Execution</li> <li>Financial Strategy and Delivery</li> <li>Financial Reporting and Monitoring</li> </ul>                                               | Able to compile, plan and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognised financial practices. Further to ensure that all financial transactions are managed in an ethical manner | 5  |
| Financial Management               | <ul style="list-style-type: none"> <li>Change Vision and Strategy</li> <li>Process Design and improvement</li> <li>Change Impact Monitoring and Evaluation</li> </ul>                                              | Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community                                                                          | 5  |
| Change Leadership                  |                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                             |    |



| Competencies                         | Components                                                                           | Competency Definition                                                                                                                                                                                                                                                                          | Weighting %<br>(total 100%) |
|--------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Governance Leadership                | • Policy Formulation<br>• Risk and Compliance management<br>• Cooperative Governance | Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation of relevant policies and enhance cooperative governance relationships | 10                          |
| Core Competencies                    |                                                                                      |                                                                                                                                                                                                                                                                                                |                             |
| Moral competence                     |                                                                                      | Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competence                                                                                                                                         | 5                           |
| Planning and Organising              |                                                                                      | Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk                                                                                                                     | 15                          |
| Analysis and Innovation              |                                                                                      | Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives                                                                              | 10                          |
| Knowledge and Information Management |                                                                                      | Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government                                                                                                             | 10                          |
| Communication                        |                                                                                      | Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders                                                                                                         | 10                          |
| Results and Quality Focus            |                                                                                      | Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage other to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives                | 10                          |
| Core Competencies                    |                                                                                      |                                                                                                                                                                                                                                                                                                | 100%                        |

## 7. EVALUATING PERFORMANCE

7.1 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 as well as the actions.

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 must involve:

7.5.1 Assessment of the achievement of results as outlined in the performance plan-

- (i) 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.

- (ii) An indicative rating on the five-point scale should be provided for each KPA.
- (iii) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

7.5.2 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 KPAs :

| Level | Terminology             | Description                                                                                                                                                                                                                                                                                                                          | Rating |   |   |   |   |
|-------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---|---|---|---|
| 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. | 1      | 2 | 3 | 4 | 5 |

|   |                                              |                                                                                                                                                                                                                                                                                      |  |  |  |  |  |
|---|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|
| 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 performance 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. |  |  |  |  |  |
|---|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|

7.7 For purposes of evaluating the annual performance of the Manager directly accountable to the Municipal Manager, an evaluation panel constituted of the following persons must be established-

- 7.7.1 The Municipal Manager
- 7.7.2 Municipal Manager from another Municipality
- 7.7.3 Audit committee Chairperson



7.7.4 Member of Mayoral or Executive Committee (chairperson of portfolio committee)

The PMS Manager must provide secretariat services to the evaluation panel.

## 8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of the 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:

| Quarter | Period             | Review date                   | Type of Review                                                                                  |
|---------|--------------------|-------------------------------|-------------------------------------------------------------------------------------------------|
| 1       | July - September   | October 2025                  | Informal reviews if performance is satisfactory, if not satisfactory the reviews will be formal |
| 2       | October - December | January 2026 (Midyear Review) | Formal                                                                                          |
| 3       | January - March    | April 2026                    | Informal reviews if performance is satisfactory, if not satisfactory the reviews will be formal |
| 4       | April- June        | July 2026 (Annual Review)     | Formal                                                                                          |

8.2 The Employer shall keep a record of 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.

8.4 The Employer will be entitled to review and make reasonable changes to the provisions of the performance plan from time to time for operational reasons on agreement between both parties.

8.5 The Employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented and/or amended as the case may be on agreement between both parties.



## 9. DEVELOPMENTAL REQUIREMENTS

9.1 A Personal Development Plan (PDP) for addressing developmental gaps is attached as "ANNEXURE B" and shall form part of this agreement.

## 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 the agreement; and

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

## 11. CONSULTATION

11.1 The Employer agrees to consult the Employee timeously where the exercising of the Employee 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;

11.1.3 A substantial financial effect on the Municipality.

11.2 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.



## 12. MANAGEMENT OF EVALUATION OUTCOMES

12. The key to a developmentally oriented performance management system towards inadequate performance is to promote improvement through feedback, learning and support, rather than judgement, sanctions or punishment.

12.2 Performance appraisal feedback shall be conveyed to employees in writing or discussed with employees on a regular basis to prevent a scenario where employees only find out about the gaps in their performance during mid-year or during the final review.

12.3 The evaluation of the Employee's performance shall form the basis for rewarding outstanding performance or correcting unacceptable performance.

12.4 A performance bonus ranging from five percent (5%) to fourteen percent (14%) of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance, subject thereto that, in determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator; provided that-

12.4.1 A score of one hundred and thirty percent (130%) to one hundred and forty nine percent (149%) is awarded a performance bonus ranging from five percent (5%) to nine percent (9%); and

12.4.2 A score of one hundred and fifty percent (150%) and above is awarded a performance bonus ranging from ten percent (10%) to fourteen percent (14%).

12.5 The performance bonus referred to in 12.4 here above is payable annually and constituted as follows

| Score    | Bonus % |
|----------|---------|
| 130 -133 | 5       |
| 134 -137 | 6       |
| 138-141  | 7       |
| 142 -145 | 8       |
| 146 -149 | 9       |
| 150 -153 | 10      |
| 154 -157 | 11      |





14. 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 provided for, shall be mediated by the Mayor within thirty (30) days of receipt

14.1 Dispute on performance agreement / performance evaluation

## 14. DISPUTE RESOLUTION /APPEAL

performance.

13.3 approval of such evaluation by the municipal Council, as a reward for outstanding

agreement; and

13.2 an evaluation of performance in accordance with the provisions of section 7 of this

the municipal Council;

13.1 the annual report for the financial year under review has been tabled and adopted by

In accordance with PMS Policy, a Performance bonus must be paid once a year provided the Municipality has budget for bonuses, after

## 13. PERFORMANCE BONUS

12.1.1 Provide systematic remedial or developmental support to assist the employee to improve his/her performance; and

12.1.2 After appropriate performance counselling and having provided the necessary guidance and/or support and reasonable time for improvement in performance, and performance does not improve, the employer may consider steps to terminate the contract of employment of the employee on the grounds of unfitness or incapacity to carry out his or her duties.

12.1 In the case of unacceptable performance, the employer shall –

| Score     | Bonus % |
|-----------|---------|
| 158 – 161 | 12      |
| 162 – 165 | 13      |
| 166 – 167 | 14      |

of a formal dispute from the employee, whose decision shall be final and binding on both parties.

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

## 15. GENERAL

15.1 The contents of the Agreement shall be made available to the public by the Municipality, where appropriate.

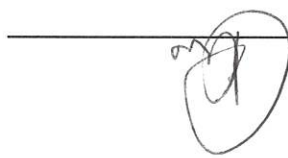
15.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

15.3 The performance assessment results of the Employee shall be submitted to the Council within fourteen (14) days after the conclusion of the assessment

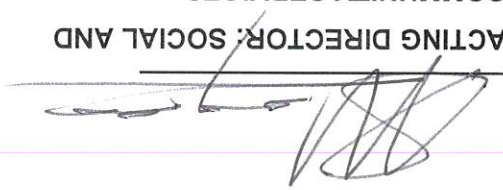
Thus done and signed on this 22 day of July 2025.

AS WITNESSES:

1. 

2. 

ACTING DIRECTOR: SOCIAL AND  
COMMUNITY SERVICES  
EDWIN MOGWANE



Thus done and signed on this 22 day of July 2025.

AS WITNESSES:

1. 

2. 

ACTING MUNICIPAL MANAGER  
MADIMETJA PATRICK SHIKA





**ANNEXURE A (Part 1): PERFORMANCE PLAN - 2025/26**  
**KPA 2: BASIC SERVICE DELIVERY**

| KPI No.                                                                                                     | Programme Description                                           | Key Performance Indicators                                                   | Unit of Measurement | Location and Ward | Original Budget | Baseline 2024/2025 | Annual Target 2025/2026                                                             | First Quarter Target | Second Quarter Target | Third Quarter Target | Fourth Quarter Target | POE                                 | WEIG | DEPT.                |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|------------------------------------------------------------------------------|---------------------|-------------------|-----------------|--------------------|-------------------------------------------------------------------------------------|----------------------|-----------------------|----------------------|-----------------------|-------------------------------------|------|----------------------|
| <b>BASIC SERVICE DELIVERY (SOCIAL AND COMMUNITY SERVICES)</b>                                               |                                                                 |                                                                              |                     |                   |                 |                    |                                                                                     |                      |                       |                      |                       |                                     |      |                      |
| <b>STRATEGIC OBJECTIVE: IMPROVED QUALITY OF LIFE</b>                                                        |                                                                 |                                                                              |                     |                   |                 |                    |                                                                                     |                      |                       |                      |                       |                                     |      |                      |
| <b>OUTCOME STATEMENT: IMPROVING THE QUALITY OF LIFE BY PROVIDING BASIC SERVICES IN A SUSTAINABLE MANNER</b> |                                                                 |                                                                              |                     |                   |                 |                    |                                                                                     |                      |                       |                      |                       |                                     |      |                      |
| <b>SOLID WASTE</b>                                                                                          |                                                                 |                                                                              |                     |                   |                 |                    |                                                                                     |                      |                       |                      |                       |                                     |      |                      |
| 22                                                                                                          | To plan and conduct risk assessment, monitoring and evaluation  | Percentage of planned risk assessment, monitoring and evaluation conducted   | %                   | All wards         | Operational     | 100%               | 100% planned risk assessment, monitoring and evaluation conducted by 30 June 2026   | n/a                  | n/a                   | n/a                  | 100%                  | Register risk and monitoring report | 5%   | Acting Director: SCS |
| 23                                                                                                          | To identify waste disposal facilities licensed and managed well | Percentage of identified waste disposal facilities licensed and managed well | %                   | All wards         | Operational     | 100%               | 100% identified waste disposal facilities licensed and managed well by 30 June 2026 | 100%                 | 100%                  | 100%                 | 100%                  | Licenses and inspection reports     | 5%   | Acting Director: SCS |

12

|                                               |                                                                              |                                                                                                                     |   |           |             |      |      |                                                                                                             |     |     |     |     |                              |                             |                      |                      |
|-----------------------------------------------|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|---|-----------|-------------|------|------|-------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|------------------------------|-----------------------------|----------------------|----------------------|
| 24                                            | To plan and conduct researches on new emerging issues                        | Percentage of planned researches conducted on new emerging issues by 30 June 2026                                   | % | All wards | Operational | 100% | 100% | 100% planned researches conducted on new emerging issues by 30 June 2026                                    | n/a | n/a | n/a | n/a | 100%                         | Research Report             | 5%                   | Acting Director: SCS |
| SPORTS, ARTS, CULTURE AND RECREATION SERVICES |                                                                              |                                                                                                                     |   |           |             |      |      |                                                                                                             |     |     |     |     |                              |                             |                      |                      |
| 25                                            | To submit library users report to the Department of Sports, Arts and Culture | Number of reports of library users compiled and submitted to Department of Sports, Arts and Culture by 30 June 2026 | # | All wards | Operational | 4    | 1    | 4 reports of library users compiled and submitted to Department of Sports, Arts and Culture by 30 June 2026 | 1   | 1   | 1   | 1   | 1                            | Proof of Submission, Report | 5%                   | Acting Director: SCS |
| 26                                            | To coordinate sports, arts, culture and recreation programmes                | Number of sports, arts, culture and recreation programmes coordinated                                               | # | All wards | Operational | 0    | 1    | 2 sports, arts, culture and recreation programmes coordinated by 30 June 2026                               | n/a | 1   | 1   | n/a | Agenda & Attendance register | 5%                          | Acting Director: SCS |                      |
| PARKS AND CEMETERIES SERVICES                 |                                                                              |                                                                                                                     |   |           |             |      |      |                                                                                                             |     |     |     |     |                              |                             |                      |                      |
| 27                                            | To maintain municipal parks                                                  | Number of municipal parks maintained                                                                                | # | All wards | Operational | 10   | 10   | 10 municipal parks maintained by 30 June 2026                                                               | 10  | 10  | 10  | 10  | 10                           | Picture Reports and         | 5%                   | Acting Director: SCS |

72

|                                |                                                                                 |                                                                                                                |   |              |                 |    |                                                                                                                           |    |    |    |    |                                 |    |                            |
|--------------------------------|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|---|--------------|-----------------|----|---------------------------------------------------------------------------------------------------------------------------|----|----|----|----|---------------------------------|----|----------------------------|
| 28                             | To maintain<br>municipal<br>cemeteries                                          | Number of<br>municipal<br>cemeteries<br>maintained                                                             | # | All<br>wards | Operatio<br>nal | 10 | 10 municipal<br>cemeteries<br>maintained<br>by 30 June<br>2026                                                            | 10 | 10 | 10 | 10 | Picture<br>s and<br>Report<br>s | 5% | Acting<br>Director:<br>SCS |
| TRAFFIC AND LICENSING SERVICES |                                                                                 |                                                                                                                |   |              |                 |    |                                                                                                                           |    |    |    |    |                                 |    |                            |
| 29                             | To issue<br>motor<br>vehicle<br>licenses<br>against<br>applications<br>received | Number of<br>reports on<br>motor vehicle<br>license issued<br>against<br>number of<br>applications<br>received | # | All<br>wards | Operatio<br>nal | 4  | 4 reports on<br>motor<br>vehicle<br>license issued<br>against<br>number of<br>applications<br>received by<br>30 June 2026 | 1  | 1  | 1  | 1  | Report<br>s                     | 5% | Acting<br>Director:<br>SCS |
| 30                             | To issue<br>learners<br>licenses<br>against<br>applications<br>tested           | Number of<br>reports on<br>learners<br>licenses<br>issued<br>against<br>number of<br>applications<br>tested    | # | All<br>wards | Operatio<br>nal | 4  | 4 reports on<br>Learners<br>licenses<br>issued<br>against<br>number of<br>applications<br>tested by 30<br>June 2026       | 1  | 1  | 1  | 1  | Report<br>s                     | 5% | Acting<br>Director:<br>SCS |

|    |                                                                 |                                                                                    |   |           |             |   |                                                                                            |   |   |   |   |   |        |    |                      |
|----|-----------------------------------------------------------------|------------------------------------------------------------------------------------|---|-----------|-------------|---|--------------------------------------------------------------------------------------------|---|---|---|---|---|--------|----|----------------------|
| 31 | To issue drivers licenses against applicants reported for tests | Number of reports on Drivers licenses issued against applicants reported for tests | # | All wards | Operational | 4 | 4 reports on Drivers licenses issued against applicants reported for tests by 30 June 2026 | 1 | 1 | 1 | 1 | 1 | Report | 5% | Acting Director: SCS |
|----|-----------------------------------------------------------------|------------------------------------------------------------------------------------|---|-----------|-------------|---|--------------------------------------------------------------------------------------------|---|---|---|---|---|--------|----|----------------------|

KPA 4: MUNICIPAL FINANCIAL VIABILITY & MANAGEMENT

| KPI No. | Projects/Programme Description | Key Performance Indicators | Unit of Measurement | Location or ward | Budget | Baseline 2024/2025 | Annual Target 2025/2026 | QUARTERLY PERFORMANCE TARGETS |                       |                      |                       | POE | WEIGHTS | RESPONSIBLE PERSON |
|---------|--------------------------------|----------------------------|---------------------|------------------|--------|--------------------|-------------------------|-------------------------------|-----------------------|----------------------|-----------------------|-----|---------|--------------------|
|         |                                |                            |                     |                  |        |                    |                         | First Quarter Target          | Second Quarter Target | Third quarter Target | Fourth Quarter Target |     |         |                    |

MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT  
STRATEGIC OBJECTIVE: IMPROVED FINANCIAL MANAGEMENT  
OUTCOME STATEMENT: IMPROVING THE FINANCIAL MANAGEMENT OF THE MUNICIPALITY THROUGH THE IMPLEMENTATION OF EFFECTIVE AND EFFICIENT SYSTEMS OF REVENUE COLLECTION EXPENDITURE AND PROCUREMENT MANAGEMENT

|   |                             |                                          |   |           |             |      |                                                  |     |     |     |      |                           |     |                      |
|---|-----------------------------|------------------------------------------|---|-----------|-------------|------|--------------------------------------------------|-----|-----|-----|------|---------------------------|-----|----------------------|
| 1 | Submission of budget inputs | Number of budget inputs submitted to BTO | # | All wards | Operational | 1    | 1 budget inputs submitted to BTO 30 June 2026    | n/a | n/a | 1   | n/a  | Proof of Submission       | 10% | Acting Director: SCS |
| 2 | Operational budget spent    | Percentage of Operational budget spent   | % | All wards | Operational | 100% | 100% of Operational budget spent by 30 June 2026 | 25% | 50% | 75% | 100% | Operational budget report | 10% | Acting Director: SCS |

KPA 5: Good Governance and Public Participation

| No. | Projects/Programme Description | Key Performance Indicators | Unit of Measurement | Location or ward | Budget | Baseline 2024/2025 | Annual Target 2025/2026 | QUARTERLY PERFORMANCE TARGETS |                       |                      |                       | POE | WEIGHTS | RESPONSIBLE PERSON |
|-----|--------------------------------|----------------------------|---------------------|------------------|--------|--------------------|-------------------------|-------------------------------|-----------------------|----------------------|-----------------------|-----|---------|--------------------|
|     |                                |                            |                     |                  |        |                    |                         | First Quarter Target          | Second Quarter Target | Third quarter Target | Fourth Quarter Target |     |         |                    |

|                                                                                                                                           |                                                   |                                                            |   |           |             |      |      |      |      |      |      |    |                      |                      |
|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|------------------------------------------------------------|---|-----------|-------------|------|------|------|------|------|------|----|----------------------|----------------------|
| GOOD GOVERNANCE AND PUBLIC PARTICIPATION                                                                                                  |                                                   |                                                            |   |           |             |      |      |      |      |      |      |    |                      |                      |
| STRATEGIC OBJECTIVES, ACCOUNTABILITY AND TRANSPARENT MUNICIPALITY                                                                         |                                                   |                                                            |   |           |             |      |      |      |      |      |      |    |                      |                      |
| OUTCOME STATEMENT: IMPROVING THE REPUTATION OF THE MUNICIPALITY THROUGH THE PROMOTION OF ACCOUNTABILITY, TRANSPARENCY AND PROFESSIONALISM |                                                   |                                                            |   |           |             |      |      |      |      |      |      |    |                      |                      |
| 1                                                                                                                                         | Departmental Council resolutions implemented      | Percentage of Departmental Council resolutions implemented | % | All wards | Operational | 100% | 100% | 100% | 100% | 100% | 100% | 5% | Acting Director: SCS | Acting Director: SCS |
| 2                                                                                                                                         | Mitigations of identified risks per risk register | Percentage of identified risks mitigated per risk register | % | All wards | Operational | 0%   | 100% | n/a  | n/a  | 50%  | 100% | 5% | Acting Director: SCS | Acting Director: SCS |
|                                                                                                                                           | Departmental Assessment conducted                 | Number of departmental assessment                          | # | All wards | Operational | 1    | 2    | n/a  | n/a  | 1    | n/a  | 5% | Acting Director: SCS | Acting Director: SCS |





ANNEXURE B: PERSONAL DEVELOPMENT PLAN 2025/26

| Skills performance gap<br>(in order of priority) | Outcomes expected<br>(measurable indicators,<br>quantity, quality and<br>time frames) | Suggested<br>training and/or<br>development<br>activity | Suggested mode<br>of delivery | Suggested time frame     | Work opportunity<br>created to practice skills/<br>development area | Support<br>person |
|--------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------|-------------------------------|--------------------------|---------------------------------------------------------------------|-------------------|
| Financial Management                             | Improve on institution<br>financial management<br>performance                         | Municipal<br>Finance<br>Management<br>Program<br>(MFMP) |                               | 2025/2026 financial year |                                                                     | AMM/CFO           |
|                                                  |                                                                                       |                                                         |                               |                          |                                                                     |                   |
|                                                  |                                                                                       |                                                         |                               |                          |                                                                     |                   |
|                                                  |                                                                                       |                                                         |                               |                          |                                                                     |                   |



ANNEXURE C: DISCLOSURE OF INTEREST FORM 2025/26

| Name of Business |  |  | Registration (CK)<br>Number | % Owned |
|------------------|--|--|-----------------------------|---------|
|                  |  |  | N/A                         | N/A     |
|                  |  |  |                             |         |
|                  |  |  |                             |         |
|                  |  |  |                             |         |
|                  |  |  |                             |         |

Spouse Name \_\_\_\_\_ and \_\_\_\_\_

I.D Number \_\_\_\_\_

Other Interests:

*T. Morgan*

I hereby certify that the above information is complete and correct to the best of my knowledge.

Signatures

*[Signature]*

Date

*22/07/2025*



# MODIMOLLE-MOOKGOPHONG LOCAL MUNICIPALITY



www.mmim.gov.za  
Cnr Mandela & Six Street, MOOKGOPHONG, 0560  
☒ x234.MOOKGOPHONG, 0560  
☎ (014) 743-6600 ☎ (014) 743-2434

email: records@modimolle.gov.za  
OR Tambo Square, Harry Gwala St. MODIMOLLE  
☒ x1008.MODIMOLLE, 0510  
☎ (014) 718-2000 ☎ (014) 717-4077

30 April 2025

THIS IS A CERTIFIED EXTRACT OF COUNCIL MEETING  
HELD ON 30 APRIL 2025 IN COUNCIL CHAMBERS

**A708/4/2025**  
ADVERTISEMENT OF VACANCY AND APPOINTMENT OF  
SELECTION PANEL MEMBERS FOR THE POSITION OF  
DIRECTOR: SOCIAL AND COMMUNITY SERVICES AND  
APPOINTMENT OF ACTING DIRECTOR SOCIAL AND  
COMMUNITY SERVICES  
ITEM A708/4/2025 CM 30/4/2025

## RESOLVED:

- A. That the report by the Municipal Manager regarding the advertisement of vacancy and appointment of panel members for the position of Director: Social and Community Services as contained in the Council Agenda dated 30 April 2025, be noted.
- B. That the selection panel for the appointment of the Director: Social and Community Services consist of:
  - The Municipal Manager serving as the Chairperson
  - Councillor who chairs the Portfolio on Social and Community Services
  - Member of the Waterberg District Municipality
  - Member of SALGA
- C. That Council declare the vacancy for the position of Director: Social and Community Services.
- D. That Council approve the advertisement of the position of Director: Community and Social Services.
- E. That Council appoint Mr E Mogoane to act for a maximum period of three months.