

# LEKWA-TEEMANE LOCAL MUNICIPALITY "NW 396"



## PERFORMANCE AGREEMENT 2025/2026

**Mr. Jan Botha Sparks**

---

In his capacity as Director Community Services (Employee)

And

**Ms. Zingisa Khuthala Kgatlha**

---

In her capacity as Municipal Manager (Employer)

Employee Signature.....Date: 30 September 2025

Employer Signature.....date: 30

September 2025

**PERFORMANCE AGREEMENT 2025/2026**

## PART A

### PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:

Lekwa-Teemane Local Municipality, herein represented by **Ms. Zingisa Khuthala Kgatlha** in her capacity as Municipal Manager (hereinafter referred to as the **Employer** or Supervisor)

And **Mr. Jan Botha Sparks** as Director Community Services of Lekwa-Teemane Local Municipality (hereinafter referred to as the **Employee**).

### WHEREBY IT IS AGREED AS FOLLOWS:

#### 1. Purpose of performance agreement

The purpose of the agreement is to:

- 1) Comply with the provisions of Section 57(1)(b), (4A), (4B), and (5) of the Municipal Systems Act, 2000, as well as the employment contract entered into between the parties;
- 2) specify objectives and targets defined and agreed with the employee, and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP), and the Budget of the municipality;
- 3) specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 4) monitor and measure performance against set targeted outputs;

Employee Signature.....Date: 30 September 2025

Employer Signature.....date: 30

September 2025

**PERFORMANCE AGREEMENT 2025/2026**

- 5) Use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 6) in the event of outstanding performance, to appropriately reward the employee; and
- 7) Give effect to the employer's commitment to a performance-oriented relationship with its employees in attaining equitable and improved service delivery.

## **2. Commencement and Duration**

- 1) This Agreement will commence on **01 September 2025** and will remain in force until **30 June 2026**, whereafter 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.
- 2) The parties must review the provisions of this agreement during June each year and must conclude a new performance agreement that replaces the previous agreement at least once a year, within one month after the commencement of the new financial year.
- 3) The agreement will terminate on the termination of the employee's contract of employment for any reason.
- 4) 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.

## **3. Performance Objectives**

- 1) The performance plan sets out:

Employee Signature.....Date: 30 September 2025

Employer Signature.....date: 30

September 2025

**PERFORMANCE AGREEMENT 2025/2026**

- a) The performance objectives and targets that must be met by the employee;  
and
  - b) The time frames within which those performance objectives and targets  
must be met.
- 2) The performance objectives and targets reflected in the performance plan are set by the employer in consultation with the employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP), and the Budget of the municipality. They shall include key objectives, key performance indicators, target dates, and weightings.
- 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 in which the work must be achieved. The weightings indicate the relative importance of the key objectives in relation to one another.
- 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.

#### **4. Performance Management System**

- 1) The employee agrees to participate in the performance management system that the employer adopts or introduces for the municipality.
- 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.

Employee Signature.....Date: 30 September 2025

Employer Signature.....date: 30

September 2025

**PERFORMANCE AGREEMENT 2025/2026**

- 3) The employer will consult the employee about the specific performance standards that will be included in the performance management system as applicable to the employee.
- 4) The employee undertakes to actively focus on the promotion and implementation of the Key Performance Areas (KPAs) (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5) The criteria upon which the performance of the employee must be assessed consist of two components, both of which must be contained in the performance agreement. 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), respectively. Each area of assessment will be weighted and will contribute a specific part to the total score. KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 6) The employee's assessment will be based on his performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan, which are linked to the KPA's, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee.

| <b>Key Performance Areas (KPA's) for managers directly accountable to the municipal manager</b> | <b>Weighting</b> |
|-------------------------------------------------------------------------------------------------|------------------|
| Institutional Development and Transformation                                                    | 0%               |
| Good Governance and Public Participation                                                        | 0%               |
| Infrastructure development and Basic Service Delivery                                           | 61%              |
| Local Economic Development                                                                      | 33%              |
| Municipal Financial Viability and Management                                                    | 6%               |
| Spatial Rationale                                                                               | %                |
| <b>Total</b>                                                                                    | <b>100%</b>      |

Employee Signature.....Date: 30 September 2025

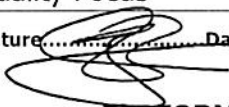
Employer Signature.....date: 30

September 2025

**PERFORMANCE AGREEMENT 2025/2026**

- 7) In the case of managers directly accountable to the municipal manager, key performance areas related to the functional area of the relevant manager must be subject to negotiation between the municipal manager and the relevant manager.
- 8) The CCRs will make up the other 20% of the employee's assessment score. CCRs that are deemed to be most critical for the employee's specific job should be selected from the list below, as agreed to between the employer and the employee
- 9) and must be considered with due regard to the proficiency level agreed to.

| <b>LEADING COMPETENCIES</b>          |                                                                                                                                                                                                                   | <b>WEIGHTING</b> |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Strategic Leadership and Direction   | <ul style="list-style-type: none"> <li>• Impact and Influence</li> <li>• Institutional Performance Management</li> <li>• Strategic Planning and Management</li> <li>• Organisational Awareness</li> </ul>         |                  |
| People Management                    | <ul style="list-style-type: none"> <li>• Human Capital Planning and Development</li> <li>• Diversity Management</li> <li>• Employee Relations Management</li> <li>• Negotiation and Dispute Management</li> </ul> |                  |
| Program and Project Management       | <ul style="list-style-type: none"> <li>• Program and Project Planning and Implementation</li> <li>• Service Delivery Management</li> <li>• Program and Project Monitoring and Evaluation</li> </ul>               |                  |
| Financial 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>                                        |                  |
| Change Leadership                    | <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>                                       |                  |
| Governance Leadership                | <ul style="list-style-type: none"> <li>• Policy Formulation</li> <li>• Risk and Compliance Management</li> <li>• Cooperative Governance</li> </ul>                                                                |                  |
| <b>CORE COMPETENCIES</b>             |                                                                                                                                                                                                                   | <b>WEIGHTING</b> |
| Moral Competence                     |                                                                                                                                                                                                                   | 15%              |
| Planning and Organising              |                                                                                                                                                                                                                   | 15%              |
| Analysis and Innovation              |                                                                                                                                                                                                                   | 15%              |
| Knowledge and Information Management |                                                                                                                                                                                                                   | 15%              |
| Communication                        |                                                                                                                                                                                                                   | 20%              |
| Results and Quality Focus            |                                                                                                                                                                                                                   | 20%              |

Employee Signature:  Date: 30 September 2025  
 Employer Signature:  Date: 30 September 2025

**PERFORMANCE AGREEMENT 2025/2026**

|  |              |             |
|--|--------------|-------------|
|  | <b>TOTAL</b> | <b>100%</b> |
|--|--------------|-------------|

## 5. Evaluating Performance

- 1) The performance plan sets out
  - a) the standards and procedures for evaluating the employee's performance; and
  - b) the intervals for the evaluation of the employee's performance.
  
- 2) Despite the establishment of agreed intervals for evaluation, the employer may, in addition, review the employee's performance at any stage while the employment contract remains in force.
  
- 3) Personal growth and development needs identified during any performance review discussion must be documented in a personal development plan, as well as the actions agreed to, and implementation must take place within set time frames.
  
- 4) The annual performance appraisal must involve:
  - a) 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.
  - b) Assessment of the CCRs:
    - i. Each CCR should be assessed according to the extent to which the specified standards have been met.

Employee Signature.....Date: 30 September 2025

Employer Signature.....date: 30

September 2025

**PERFORMANCE AGREEMENT 2025/2026**

- ii. An indicative rating on the five-point scale should be provided for each CCR.
  - iii. This rating should be multiplied by the weighting given to each CCR during the contracting process to provide a score.
  - iv. The applicable assessment-rating calculator must then be used to add the scores and calculate a final CCR score.
- c) Overall rating:
- i. An overall rating is calculated by using the applicable assessment rating calculator. Such an overall rating represents the outcome of the performance appraisal.
  - ii. The assessment of the performance of the employee will be based on the following rating scale for KPA's and CCR's:

| Level | Terminology                                        | Description                                                                                                                                                                                                                                                                                                                           | Rating |   |   |   |   |
|-------|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---|---|---|---|
|       |                                                    |                                                                                                                                                                                                                                                                                                                                       | 1      | 2 | 3 | 4 | 5 |
| 5     | <b>Outstanding performance</b>                     | Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan, and maintained this in all areas of responsibility throughout the year. |        |   |   |   |   |
| 4     | <b>Performance significantly above expectation</b> | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the 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.                                             |        |   |   |   |   |

Employee Signature.....Date: 30 September 2025

Employer Signature.....date: 30

September 2025

**PERFORMANCE AGREEMENT 2025/2026**

|   |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|---|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 3 | <b>Fully effective</b>                 | 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 | <b>Performance not fully Effective</b> | 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 | <b>Unacceptable performance</b>        | Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the Performance Agreement 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. |  |

d) For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established

- i. Municipal Manager;
- ii. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;

Employee Signature  Date: 30 September 2025 Employer Signature  date: 30 September 2025

**PERFORMANCE AGREEMENT 2025/2026**

- iii. Member of the mayoral or executive committee, or in respect of a plenary type municipality, another member of council; and
  - iv. Municipal manager from another municipality.
- e) The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

## 6. Schedule for Performance Reviews

- 1) The performance of the employee in relation to his or her performance agreement must 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 1: July – September 2025 (no later than the end of the 2nd week of October)

Quarter 2: October – December 2025 (no later than the end of the 2nd week of January)

Quarter 3: January 2026 – March 2026 (no later than the end of the 2nd week of April)

Quarter 4 and Annual Review: April – June 2026 (no later than the end of the 2nd week of July)

- 2) The employer must keep a record of the mid-year review and annual assessment meetings.
- 3) Performance feedback must be based on the employer's assessment of the employee's performance.

Employee Signature.....Date: 30 September 2025

Employer Signature.....date: 30

September 2025

**PERFORMANCE AGREEMENT 2025/2026**

- 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.
- 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.

## **7. Developmental Requirements**

- 1) A personal development plan (PDP) for addressing developmental gaps must form part of the performance agreement.

## **8. Obligations of the Employer**

- 1) The Employer must:
  - a) create an enabling environment to facilitate effective performance by the employee;
  - b) provide access to skills development and capacity building opportunities;
  - c) work collaboratively with the employee to solve problems and generate solutions to common problems that may impact the performance of the employee;
  - d) on the request of the employee, delegate such powers reasonably required by the employee to enable him or her to meet the performance objectives and targets established in terms of the agreement; and
  - e) make available to the employee such resources as the employee may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in terms of the agreement.

Employee Signature:  Date: 30 September 2025

Employer Signature:  date: 30

September 2025

**PERFORMANCE AGREEMENT 2025/2026**

## 9. Consultation

- 1) The employer agrees to consult the employee timeously where the exercise of the powers will have, amongst others,
  - a) a direct effect on the performance of any of the employee's functions;
  - b) commit the employee to implement or to give effect to a decision made by the employer; and
  - c) a substantial financial effect on the employer.
- 2) The employer agrees to inform the employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006, sub-regulation 31 (1) as soon as is practicable to enable the employee to take any necessary action without delay.

## 10. Management of Evaluation Outcomes

- 1) The evaluation of the employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 2) A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance. In determining the performance bonus, the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator, provided that:
  - a) a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and

Employee Signature  Date: 30 September 2025

Employer Signature  date: 30

September 2025

**PERFORMANCE AGREEMENT 2025/2026**

- b) A score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

A performance bonus will be awarded pro rata according to the period of this agreement, based on the following bonus structure indicated in the Municipal Performance Regulations for Municipal Managers and Managers directly accountable to the Municipal Managers (GN R805):

The bonus is therefore calculated as provided in the table below:

| % Achieved | R805 % | Bonus |
|------------|--------|-------|
| 65%        | 130%   | 5%    |
| 66%        | 132%   | 5%    |
| 67%        | 134%   | 6%    |
| 68%        | 136%   | 6%    |
| 69%        | 138%   | 7%    |
| 70%        | 140%   | 7%    |
| 71%        | 142%   | 8%    |
| 72%        | 144%   | 8%    |
| 73%        | 146%   | 9%    |
| 74%        | 148%   | 9%    |
| 75%        | 150%   | 10%   |
| 76%        | 152%   | 10%   |
| 77%        | 154%   | 11%   |
| 78%        | 156%   | 11%   |
| 79%        | 158%   | 12%   |
| 80%        | 160%   | 12%   |
| 81%        | 162%   | 13%   |
| 82%        | 164%   | 13%   |
| 83%        | 166%   | 14%   |

Employee Signature  Date: 30 September 2025

Employer Signature  Date: 30

September 2025

**PERFORMANCE AGREEMENT 2025/2026**

- 3) In the case of unacceptable performance, the employer shall:
- a) provide systematic remedial or developmental support to assist the employee to improve his or her performance; and
  - b) after appropriate performance counselling and having provided the necessary guidance and/or support and a reasonable time for performance improvement, and performance does not improve, 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.

## **11. Dispute Resolution**

- 1) Any disputes about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment, and/ or salary increment in the agreement, must be mediated by:
- a) In the case of the municipal manager, the MEC for local government in the province, within thirty (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC; and
  - b) 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.
- 2) Any disputes about the outcome of the employee's performance evaluation must be mediated by:

Employee Signature.....Date: 30 September 2025

Employer Signature.....date: 30

September 2025

**PERFORMANCE AGREEMENT 2025/2026**

- a) In the case of the municipal manager, the MEC for local government in the province, within thirty (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC; and
- b) In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006 sub-regulation 27(4) (e), within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.

## 12. General

- 1) The contents of the performance agreement must be made available to the public by the employer in accordance with the Municipal Finance Management Act, 2003, and Section 46 of the Municipal Systems Act, 2000.
- 2) Nothing in this agreement diminishes the obligations, duties, or accountabilities of the employee in terms of his or her employment contract, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.
- 3) The performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province, as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

Thus **done** and **signed** at *Christiana* on this the 31<sup>st</sup> day of *July* 2025

*30<sup>th</sup> day of September*

Employee Signature.....Date: 30 September 2025

Employer Signature.....date: 30

September 2025

**PERFORMANCE AGREEMENT 2025/2026**

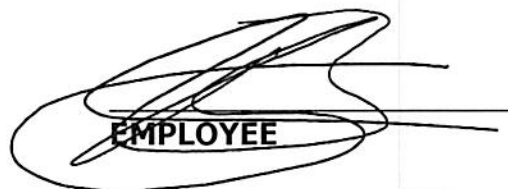
- b) In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006 sub-regulation 27(4) (e), within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.

## 12. General

- 1) The contents of the performance agreement must be made available to the public by the employer in accordance with the Municipal Finance Management Act, 2003, and Section 46 of the Municipal Systems Act, 2000.
- 2) Nothing in this agreement diminishes the obligations, duties, or accountabilities of the employee in terms of his or her employment contract, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.
- 3) The performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province, as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

Thus, **done** and **signed** at *Christiana* on this the **30<sup>th</sup>** day of **September** 2025

1.



**EMPLOYEE**

2.

Employee Signature.....Date: 30 September 2025

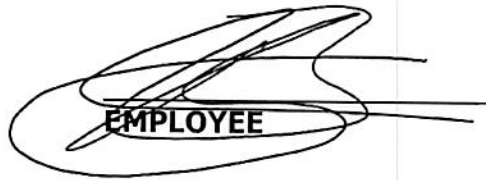
Employer Signature.....date: 30

September 2025

**PERFORMANCE AGREEMENT 2025/2026**

1. \_\_\_\_\_

2. \_\_\_\_\_

  
**EMPLOYEE**

**AS WITNESSES:**

1. \_\_\_\_\_

\_\_\_\_\_  
**MAYOR**

2. \_\_\_\_\_

Employee Signature.....Date: 30 September 2025

Employer Signature.....date: 30

September 2025

**PERFORMANCE AGREEMENT 2025/2026**

**PART B**

## **PERFORMANCE PLAN 2025/2026**

Entered into by and between

**Mr. Jan Botha Sparks**

---

In his capacity as Director Community Services

And

**Ms. Zingisa Khuthala Kgatlha**

---

In her capacity as Municipal Manager (EMPLOYER)

### **1. Purpose**

The performance plan defines the Council's expectations of the Manager's performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

### **2. Key responsibilities**

The following objects of local government will inform the Municipal Manager's performance against set performance indicators:

Employee Signature..........Date: 30 September 2025

Employer Signature..........date: 30

September 2025

**PERFORMANCE AGREEMENT 2025/2026**

- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community organisations in matters of local government.
- 2.6 Spatial Rationale

### 3. Key Performance Areas

The following Key Performance Areas (KPA's), as outlined in the Local Government: Municipal Planning and Performance Management Regulations (2001), inform the strategic objectives listed in the table below:

- 3.1 Basic Services and Infrastructure Development.
- 3.2 Municipal Transformation and Organisational Development.
- 3.3 Local Economic Development (LED).
- 3.4 Municipal Financial Viability and Management.
- 3.5 Good Governance and Public Participation
- 3.6 Spatial Rationale

Employee Signature.....Date: 30 September 2025

Employer Signature.....date: 30

September 2025

**PERFORMANCE AGREEMENT 2025/2026**

Table 1: KEY PERFORMANCE AREA 4: INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION

| IDP Objective                                                                                                                | Key Performance Indicator                                              | Indicator Definition                                                                                       | Baseline                               | Budget | Annual Target                                                      | Quarterly Target                                                        |                                                          |                                                      |                                                      | POE                                                                             |
|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|----------------------------------------|--------|--------------------------------------------------------------------|-------------------------------------------------------------------------|----------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|---------------------------------------------------------------------------------|
|                                                                                                                              |                                                                        |                                                                                                            |                                        |        |                                                                    | 1 <sup>st</sup>                                                         | 2 <sup>nd</sup>                                          | 3 <sup>rd</sup>                                      | 4 <sup>th</sup>                                      |                                                                                 |
| To deliver sustainable essential services such as water, sanitation, electricity and roads for the Lekwa-Teemane communities | Number of illegal dumping sites cleared.<br><b>KPI.5</b><br><b>C.S</b> | Cleaning of inappropriately disposed litter at identified hotspots                                         | 30 illegal dumping sites               | Opex   | 30 illegal dumping sites cleared by June 2026                      | 30 illegal dumping sites cleared by September 2025                      | 30 illegal dumping sites cleared by December 2025        | 30 illegal dumping sites cleared by March 2026       | 30 illegal dumping sites cleared by June 2026        | Approved Illegal dumping sites clearing report with dated pictures /coordinates |
|                                                                                                                              | No of landfill sites maintained<br><b>KPI.6</b><br><b>C.S</b>          | General maintenance of landfill sites as required by the National Environmental Management Waste Act, 2008 | 2 landfill sites maintained monthly    | Opex   | 2 landfill sites maintained by end June 2026                       | 2 landfill sites maintained by end September 2025                       | 2 landfill sites maintained by end December 2025         | 2 landfill sites maintained by end March 2026        | 2 landfill sites maintained by end June 2026         | Approved Landfill sites maintenance reports with dated pictures                 |
|                                                                                                                              | Number of sports facilities maintained<br><b>KPI.7</b><br><b>C.S</b>   | Quarterly maintenance of 3 existing sports facilities in Boitumelong Coverdale and Geluksoord              | 3.sports facilities maintained monthly | Opex   | 3 sports facilities maintained on a monthly basis by end June 2026 | 3 sports facilities maintained on a monthly basis by end September 2025 | 3 sports facilities maintained on a monthly basis by end | 3 sports facilities maintained on a monthly basis by | 3 sports facilities maintained on a monthly basis by | Approved Sports facilities maintenance reports with dated pictures              |

Employee Signature.....Date: 30 September 2025  
  
 Employee Signature.....Date: 30 September 2025  
  
**PERFORMANCE AGREEMENT 2025/2026**

|  |                                                                                                                             |                                                                                                       |      |                                                                   |                                                                        |                                                                        |                                                                      |                                                                       |                                                                    |                                                                   |                                                         |
|--|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|------|-------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------------------|-------------------------------------------------------------------|---------------------------------------------------------|
|  |                                                                                                                             |                                                                                                       |      |                                                                   |                                                                        |                                                                        |                                                                      | December 2025                                                         | end March 2026                                                     | end June 2026                                                     |                                                         |
|  | which includes<br>Cleaning, grass cutting, irrigation, weed control                                                         |                                                                                                       |      |                                                                   |                                                                        |                                                                        |                                                                      | 2 municipal parks and gardens maintained monthly by end December 2025 | 2 municipal parks and gardens maintained monthly by end March 2026 | 2 municipal parks and gardens maintained monthly by end June 2026 | Parks & gardens maintenance reports with dated pictures |
|  | General maintenance of the Geluksoord par and Municipal gardens and islands grass cutting, trimming, watering and cleaning. | Maintenance of municipal park (grass cutting, removal of weeds, watering of plants, removal of waste) | Opex | 2 municipal parks and gardens maintained monthly by end June 2026 | 2 municipal parks and gardens maintained monthly by end September 2025 | 2 municipal parks and gardens maintained monthly by end September 2025 | R100 000 Collected On vehicles tested by September 2025              | R100 000 Collected On vehicles tested by December 2025                | R100 000 Collected On vehicles tested by March 2026                | R100 000 Collected On vehicles tested by June 2026                | Collection schedules                                    |
|  | Rand value income collected through vehicle testing                                                                         | R400 000                                                                                              | Opex | R400 000 Collected On vehicles tested by June 2026                | R100 000 Collected On vehicles tested by September 2025                | R100 000 Collected On vehicles tested by December 2025                 | R100 000 Collected On vehicles tested by September 2025              | R100 000 Collected On vehicles tested by December 2025                | R100 000 Collected On vehicles tested by March 2026                | R100 000 Collected On vehicles tested by June 2026                | Proof of purchase / erection of signboards              |
|  | Erected signage to warn against illegal dumping at identified hotspots                                                      | No Illegal dumping signs                                                                              | Opex | 10 signboards of illegal dumping erected by the end of June 2026  | 2 signboards of illegal dumping erected by the end of September 2025   | 3 signboards of illegal dumping erected by the end of December 2025    | 3 signboards of illegal dumping erected by the end of September 2025 | 3 signboards of illegal dumping erected by the end of December 2025   | 3 signboards of illegal dumping erected by the end of March 2026   | 2 signboards of illegal dumping erected by the end of June 2026   | Proof of purchase / erection of signboards              |
|  | Number of signboards of illegal dumping erected                                                                             |                                                                                                       |      |                                                                   |                                                                        |                                                                        |                                                                      |                                                                       |                                                                    |                                                                   |                                                         |
|  | KPI.10                                                                                                                      |                                                                                                       |      |                                                                   |                                                                        |                                                                        |                                                                      |                                                                       |                                                                    |                                                                   |                                                         |

Employee Signature.....Date: 30 September 2025 Employer Signature.....date: 30 September 2025

### PERFORMANCE AGREEMENT 2025/2026

|  |                                                                     |                                    |                              |      |                                                                  |                                                            |                                                           |                                                        |                                                       |                            |
|--|---------------------------------------------------------------------|------------------------------------|------------------------------|------|------------------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------|----------------------------|
|  | Number of new cemeteries established<br><b>KPI.11</b><br><b>C.S</b> | Establishment of a new burial site | Current cemeteries are full. | Opex | 2 new cemeteries established by the end of June 2026             | N/A                                                        | 1 new cemeteries established by the end of December 2025  | N/A                                                    | 1 new cemeteries established by the end of June 2026  | Completion certificate     |
|  | Number of roadblocks conducted<br><b>KPI.12</b><br><b>C.S</b>       | Traffic Law enforcement operations | 8 (K78) Road Blocks          | Opex | To conduct 8 (K78) Road Blocks conducted by the end of June 2026 | 2 (K78) Road Blocks conducted by the end of September 2025 | 2 (K78) Road Blocks conducted by the end of December 2025 | 2 (K78) Road Blocks conducted by the end of March 2026 | 2 (K78) Road Blocks conducted by the end of June 2026 | Approved Roadblock reports |

Employee Signature 

Date: 30 September 2025 Employer Signature  date: 30 September 2025

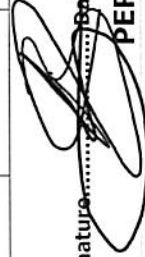
## PERFORMANCE AGREEMENT 2025/2026

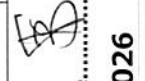
| IDP Objective | Key Performance Indicator                                                                                           | Indicator Definition                                                              | Baseline                                   | Budget | Annual Target                                                                                         | Quarterly Target                                                                                           |                                                                                        |                                                                                     |                                                                                    | POE                                                                                                                                            |
|---------------|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------------|--------|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
|               |                                                                                                                     |                                                                                   |                                            |        |                                                                                                       | 1 <sup>st</sup>                                                                                            | 2 <sup>nd</sup>                                                                        | 3 <sup>rd</sup>                                                                     | 4 <sup>th</sup>                                                                    |                                                                                                                                                |
|               | Rand value income collected from Vehicles registrations and licensing renewals<br><b>KPI.25</b><br><b>C.S</b>       | Rand value income collected through vehicle registrations, licensing and renewals | R1 600 000                                 | Opex   | R1 600 000 collected from Vehicles registrations and licensing renewals by June 2026                  | R400 000 collected from Vehicles registrations and licensing renewals by September 2025                    | R400 000 collected from Vehicles registrations and licensing renewals by December 2025 | R400 000 collected from Vehicles registrations and licensing renewals by March 2026 | R400 000 collected from Vehicles registrations and licensing renewals by June 2026 | Collection schedules eNaTIS reports Municipal ledger entries                                                                                   |
|               | LED Strategy aligned to the Provincial and National LED Strategy/Framework developed<br><b>KPI.26</b><br><b>C.S</b> | Review the LED strategy to align with the Provincial and National Strategy        | Outdated LED strategy                      | Opex   | LED Strategy aligned to the Provincial and National LED Strategy/Framework developed by end June 2026 | LED Strategy aligned to the Provincial and National LED Strategy/Framework developed by end September 2025 | N/A                                                                                    | N/A                                                                                 | N/A                                                                                | Minutes of the alignment session of the LED Strategy to the Provincial and National LED Strategy/Framework.<br><br>Final approved LED strategy |
|               | Number of municipal LED intergovernmental platforms convened.<br><b>KPI.27</b><br><b>C.S</b>                        | LED intergovernmental engagement session                                          | 4 LED intergovernmental platforms convened | Opex   | 4 LED intergovernmental platforms convened by June 2026                                               | 1 LED intergovernmental platforms convened by September 2025                                               | 1 LED intergovernmental platforms convened by December 2025                            | 1 LED intergovernmental platforms convened by March 2026                            | 1 LED intergovernmental platforms convened by June 2026                            | Signed attendance registers, agendas and signed minutes of the meetings                                                                        |

Employee Signature..... Date: 30 September 2025      Employer Signature..... Date: 30 September 2025

### PERFORMANCE AGREEMENT 2025/2026

|  |                                                                                                                                                    |                                                                                                           |                                                                                                               |            |                                                                                                                                |                                                                                                                                    |                                                                                                                                   |                                                                                                                                |                                                                                                                               |                                                   |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
|  | Number of work opportunities created through CWP.<br><b>KPI.28</b><br><b>C.S</b>                                                                   | work opportunities created through CWP                                                                    | 500 work opportunities created through CWP                                                                    | Opex       | 500 work opportunities created through CWP by June 2026                                                                        | 125 work opportunities created through CWP by September 2025                                                                       | 125 work opportunities created through CWP by December 2025                                                                       | 125 work opportunities created through CWP by March 2026                                                                       | 125 work opportunities created through CWP by June 2026                                                                       | Approval schedules<br>Signed employment contracts |
|  | Number of jobs created through the municipality's local economic development initiatives including capital projects<br><b>KPI.29</b><br><b>C.S</b> | Jobs created through the municipality's local economic development initiatives including capital projects | 100 jobs created through the municipality's local economic development initiatives including capital projects | Opex       | 100 jobs created through the municipality's local economic development initiatives including capital projects by end June 2026 | 25 jobs created through the municipality's local economic development initiatives including capital projects by end September 2025 | 25 jobs created through the municipality's local economic development initiatives including capital projects by end December 2025 | 25 jobs created through the municipality's local economic development initiatives including capital projects by end March 2026 | 25 jobs created through the municipality's local economic development initiatives including capital projects by end June 2026 | Appointment letters / employment contracts        |
|  | Number of work opportunities created through EPWP<br><b>KPI. 30</b><br><b>C.S</b>                                                                  | work opportunities created through EPWP                                                                   | 140 work opportunities created through EPWP                                                                   | R1 200 000 | 140 work opportunities created through EPWP by end June 2026                                                                   | 0                                                                                                                                  | 70 work opportunities created through EPWP by end September 2025                                                                  | 0                                                                                                                              | 70 work opportunities created through EPWP by end June 2026                                                                   | Appointment letters / EPWP employment contracts   |

Employee Signature.....  


Employer Signature.....  


Date: 30 September 2025 Date: 30 September 2025

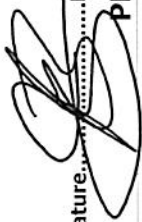
### PERFORMANCE AGREEMENT 2025/2026

Municipal Manager:

Ms. ZK Kgatlha

Signature: 

Date: / / 2025

Employee Signature:  Date: 30 September 2025 Employer Signature:  Date: 30 September 2025

PERFORMANCE AGREEMENT 2025/2026

## PART C

### PERSONAL DEVELOPMENT PLAN (PDP)

Entered into by and between

Mr. Jan Botha Sparks

---

In his capacity as the Director  
Community Services

And

Ms. Zingisa Khuthala Kgatlha

---

In her capacity as Municipal Manager

Employee Signature.....Date: 30 September 2025

Employer Signature.....date: 30

September 2025

**PERFORMANCE AGREEMENT 2025/2026**

## **1. Personal Development Plan**

### **1.1.** A Municipality should be committed to –

- (a) the continuous training and development of its employees to achieve its vision, mission, and strategic objectives and empower employees; and;
- (b) managing training and development within the ambit of relevant national policies and legislation.

### **1.2.** A Municipality should follow an integrated approach to Human Resource Management, that is:

- (a) Human resource development forms an integral part of human resource planning and management.
- (b) For training and development strategy and plans to be successful, it should be based on sound Human Resource (HR) practices, such as the (strategic) HR Plan, job descriptions, the result of regular performance appraisals, and career pathing.
- (c) To ensure the necessary linkage with performance management, the Performance Management and Development System provides for the Personal Development Plans of employees to be included in their annual performance agreements. Such an approach will also ensure the alignment of individual performance objectives to the municipality's strategic objectives and that training and development needs can be identified through performance management and appraisal.
- (d) Career-pathing ensures that employees are placed and developed in jobs according to aptitude and identified potential. Through training and development, they can acquire the necessary competencies to prepare them for future positions. A comprehensive competency framework and profile for Municipal Managers are attached, and these should be linked to relevant registered unit standards to specifically assist them in compiling Personal Development Plans in consultation with their managers.

(e) Personal Development Plans are compiled for individual employees, and the data collated from all employees in the municipality forms the basis for the prescribed Workplace Skills Plan, which municipalities are required to compile as a basis for all training and education activities in the municipality in a specific financial year, and progress report made to the Local Government Sector Education and Training Authority.

**1.3.** The compilation of Personal Development Plans aims to identify, prioritise, and implement training needs.

(a) Competency assessment instruments should be established to assist with the objective assessment of employees' actual competencies against their job-specific competency profiles and managerial competencies at a given period in time to identify training needs or skills gaps.

(b) The competency framework and profiles and relevant competency assessment results will enable a manager, in consultation with his / her employee, to **compile a Personal Development Plan**. The identified training needs should be **entered into column 1 of Appendix 1, entitled Skills / Performance Gap**. The following should be carefully determined during such a process:

- i) Organizational needs, which include the following:
  - Strategic development priorities and competency requirements, in line with the municipality's strategic objectives.
  - The competency requirements of individual jobs. The relevant job requirements (job competency profile) as identified in the job description should be compared to the current competency profile of the employee to determine the individual's competency gaps.