

PERFORMANCE AGREEMENT 2024/25 FINANCIAL YEAR

Made and Entered into by and between

THE DIPALESENG LOCAL MUNICIPALITY

Herein represented by

MR LWAZI CINDI

In his capacity as duly appointed MUNICIPAL MANAGER of the Dipaleseng Local Municipality

Herein after referred to as the "Employer"

And

MS GUGULETHULUCRICIA SELEPE

ID NO.:

In her Capacity as the

ACTING DIRECTOR CORPERATE SERVICES

Page 1 of 21 Ms G.L. Selepe 2024/25 Dipaleseng Local Municipality Performance Agreement:

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OF THE DIPALESENG LOCAL MUNICIPALITY

Table of Contents

DEF	INITIONS
1.	INTRODUCTION
2.	PURPOSE OF AGREEMENT
3.	STRATEGIC OBJECTIVE
4.	COMMENCEMENT AND DURATION
5.	PERFORMANCE OBJECTIVES
6.	PERFORMANCE MANAGEMENT SYSTEM
7.	EVALUATING PERFORMANCE
8.	SCHEDULE FOR PERFORMANCE REVIEWS
9.	DEVELOPMENTAL REQUIREMENTS
10.	OBLIGATIONS OF THE EMPLOYER13
11.	CONSULTATION14
12.	MANAGEMENT OF EVALUATION OUTCOMES14
13.	PERFORMANCE BONUS
14.	DISPUTE RESOLUTION16
15.	GENERAL16
ANN	EXURE A (Part1): PERFORMANCE PLAN – 2024/25 IDPError! Bookmark not defined.
ANN	EXURE A (Part 2): PERFORMANCE PLAN – 2024/25 SDBIPError! Bookmark not defined.
ANN	EXURE B: PERSONAL DEVELOPMENT PLAN 2024/25 Error! Bookmark not defined.

Page 2 of 21 Ms G.L. Selepe 2024/25 Dipaleseng Local Municipality Performance Agreement:

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DEFINITIONS

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

CCR

Core Competency Requirements

IDP

Integrated Development Plan

KPA

Key Performance Area

KPI

Key Performance Indicator

MFMA

Municipal Finance Management Act

REGULATIONS

- shall mean the Local Government: Municipal Systems Act Performance Regulations for Municipal managers and Managers

directly accountable to Municipal Managers, 2006

FINANCIAL YEAR

- refers to the 12 month period which the organisation determines as

its budget year.

Page 3 of 21 Ms G.L. Selepe 2024/25 Dipaleseng Local Municipality Performance Agreement:

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1. INTRODUCTION

1.1 This performance contract is between MS GUGULETHI LUCRICIA SELEPE as the Acting Director Corporate Services, and MR LWAZI CINDI in his capacity as the Municipal Manager within the provisions of the delegated powers as stipulated by Council. The contract is for the 2024/25 financial year only. The expected performance reflected in this contract is based on the reviewed Integrated Development Plan (IDP) 2024/25, the Service Delivery and Budget Implementation Plan (SDBIP) 2024/25; the afore-mentioned documents have been adopted as working documents of Dipaleseng 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 Sections 57(1) (b), (4A), (4B) and (5) of the Act as well as the employment contract entered into by and between the parties;
- 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 Dipaleseng Local Municipalities Strategic priorities, 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 their 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.

Page 4 of 21 Ms G.L. Selepe 2024/25 Dipaleseng Local Municipality Performance Agreement:

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3. STRATEGIC OBJECTIVE

The Acting Director Ms GUGULETHU LUCRICIA SELEPE 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 administratively being in charge of the service delivery programmes within the 2024/25 budget, asset management, supply chain management, financial management and review, and any other functions as may be delegated to her by the Municipal Manager.

4. COMMENCEMENT AND DURATION

- 4.1 This Agreement shall commence on the 1st July 2024 and will remain in force until 30th June 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.

Page 5 of 21 Ms G.L. Selepe 2024/25 Dipaleseng Local Municipality Performance Agreement:

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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
 - 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:
 - The key objectives that describe the main tasks that need to be done; 5.2.1
 - 5.2.2 The key performance indicators and means of verification that provide the details of the evidence 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 them 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 they comply with those performance obligations and targets.
- 5.5 The Employee will at their 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 them 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.

Page 6 of 21

2024/25 Dipaleseng Local Municipality Performance Agreement:

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Ms G.L. Selepe

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.

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 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-
 - 6.5.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Core Competency Requirements (CCR's), respectively.
 - 6.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
 - 6.5.3 KPA's covering the main areas of work will account for eighty percent (80%) and CCR's will account for twenty percent (20%) of the final assessment.
- 6.6 The Employee's assessment will be based on their performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's, which constitute eighty percent (80%) of the overall assessment result as per the weightings agreed to between the Employer and Employee.

Ms G.L. Selepe

Page 7 of 21

2024/25 Dipaleseng Local Municipality Performance Agreement:

KPA	KEY PERFORMANCE AREAS (KPA'S)	WEIGHTING
1	Basic Service Delivery	0//,
2	Municipal Financial Viability and Management	10%
3.	Municipal Institutional Development and Transformation	65%
4.	Good Governance and Public Participation	25%
5.	Local Economic Development (LED)	0%
E	Spatial Rationals	0%
TOTAL	-	100%

- 6.7 The key performance areas related to the functional area of Employee shall be subject to negotiation between the Employer and the Employee.
- 6.8 The CCRs will make up the other 20% of the Employee's assessment score as follows:

C	ORE COMPETENCIES RE	QUIREMENTS FOR EMPLOYEES (CCR's)	WEIGHT				
	MANAGE	RIAL COMPETENCIES					
NO.	Competency	Proficiency Statement	Weight (%				
1.	Strategic Capability and Leadership	Skills to be able to provide a vision, set the direction for the municipality or department and inspire others in order to deliver on the municipality's mandate and strategic priorities	10%				
2.	Management monitor and evaluate specific activities in order to ensure that policies are implemented and that local government objectives are achieved						
3.							
4.	Change Management	Skills to initiate and support municipal transformation and change in order to implement new initiatives succesfully and deliver on service delivery commitments	5%				
5.	Knowledge Management	This includes the working knowledge of Council regulations, by-laws and policies, National, Provincial and Local Government structures and applicable legislation	5%				
6.	Service delivery Innovation	This is about resolving to work well to achieve a high standard by trying to improve on the way things are done and by working towards achieving the work objectives. It is also about putting plans into action, meeting deadlines,	5%				

Page 8 of 21 Ms G.L. Selepe 2024/25 Dipaleseng Local Municipality Performance Agreement:

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16		seng Local Municipality Performance Agreeme	5%
15.	Advanced influencing skills		5%
14.	Advanced negotiation skills		5%
13.	Mediation skills		5%
12.	Policy conceptualization and implementation		5%
	OCCUPATIONAL COMPE	TENCIES	P.0.1
11.	Conduct, Honesty and Integrity	standards of ethical and moral conduct in order to promote confidence and trust in the municipality	op., journal
Issummers - Other	Accountability, Ethical	ideas in a clear and concise manner appropriate for the audience in order to explain, persuade, convince and influence others to achieve the desired outcomes Must be able to display and build the highest	10%
10.	Communication	quickly and without argument. Ideally managers are required to be proactive by trying to understand needs of the customer and providing an appropriate service based on these underlying needs Skills to be able to exchange information and	5%
		meeting those needs. At minimum employees are required to react to queries, keeping promises, being hones in all their dealings, adhering to policies, procedures and delegations, keeping the client up to date, being friendly and helpful at solving problems	
9.	Client Orientation and Customer focus	Whether providing a service to an internal or external customer, this means trying to determine the needs of the customer and then	5%
		that the work is everify spread, making dark that the team has the necessary tools and resources in order to do their work and motivating the team so that they are committed to achieving the goals of the department and ultimately the municipality	
All the second s		meetings with her / his team so that information can be shared and so that the team is aware of decisions that may affect them. It is also involves distributing workloads so that individuals' skills are used appropriately and so that the work is evenly spread, making sure	
8.	People Management, Diversity and empowerment	Skills to manager and encourage people, optimise their outputs and effectively manage relationships. This includes holding regular	5%
7.	Problem Solving and Analysis	Be able to systematically identify, analyse and resolve existing and anticipated problems in order to reach optimum solutions in a timely manner	5%
		taking initiative and solving problems to make sure that things get done. Employees do not wait to be told to do something but rather are encouraged to use their initiative to make sure that things get done accurately and efficiently	E0/

Page 9 of 21 Ms G.L. Selepe 2024/25 Dipaleseng Local Municipality Performance Agreement:

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	Stakeholder Relations	
17.	Supply Chain Management	7,5%
18.	Diversity Management	5%
TOTAL	PERCENTAGE	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 (PDP), Annexure "B" 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.

Page 10 of 21 Ms G.L. Selepe 2024/25 Dipaleseng Local Municipality Performance Agreement:

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7.5.2 Assessment of the CCRs-

- (i) Each CCR should be assessed according to the extent to which the specified standards have been met.
- (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.
- 7.5.3 Overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.
- 7.6 The assessment of the performance of the **Employee** will be based on the following rating scale for KPA's and CCR's:

LEVEL	TERMINOLOGY	TERMINOLOGY DESCRIPTION					
			1	2	3	4	5
5	Outstanding Performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of Responsibility throughout the year.					
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					
2	Performance not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in				CANALOGO PARA	

Page 11 of 21 Ms G.L. Selepe 2024/25 Dipaleseng Local Municipality Performance Agreement:

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		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 Employee an evaluation panel constituted of the following persons must be established-
 - 7.7.1 Municipal Manager
 - 7.7.2 Chairperson of the Performance Audit Committee or the Chairperson or designated performance management specialist of the audit committee in the absence of a performance audit committee;
 - 7.7.3 Member of the Mayoral or Executive Committee
 - 7.7.4 Municipal Manager from another municipality.
 - 7.7.5 Member of a ward committee as nominated by the Executive Mayor

The Executive Director and / or manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels.

8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of the Employee in relation to their 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
1	July - September	Before end of October 2024
2	October - December	Before end of February 2025 (Midyear Review)
3	January - March	Before end of April 2025
4	April- June	Before end of September 2025

Page 12 of 21 Ms G.L. Selepe 2024/25 Dipaleseng Local Municipality Performance Agreement:

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- 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 them 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 them to meet the performance objectives and targets established in terms of the agreement.

Page 13 of 21 Ms G.L. Selepe 2024/25 Dipaleseng Local Municipality Performance Agreement:

61

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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

- 12.1 The evaluation of the Employee's performance shall form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2 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-
 - 12.2.1 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
 - 12.2.2 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%).

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2024/25 Dipaleseng Local Municipality Performance Agreement

Page 14 of 21 Ms G.L. Selepe

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The performance bonus referred to in 12.2 here above is payable annually and 12.3 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
158 – 161	12
162 – 165	13
166 – 167	14

- in the case of unacceptable performance, the employer shall -
 - 12.4.1 provide systematic remedial or developmental support to assist the employee to improve their performance; and
 - 12.4.2 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 grounds of unfitness or incapacity to carry out their duties.

13. PERFORMANCE BONUS

In accordance with Regulation 805, section 32, a performance bonus, based on affordability, may be paid to the employee, after

- 13.1 the annual report for the financial year under review has been tabled and adopted by the municipal Council;
- 13.2 an evaluation of performance in accordance with the provisions of section 7; and
- 13.3 approval of such evaluation by the municipal Council, as a reward for outstanding performance.

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Page 15 of 21 Ms G.L. Selepe 2024/25 Dipaleseng Local Municipality Performance Agreement:

14. DISPUTE RESOLUTION

14.1 DISPUTE ON PERFORMANCE AGREEMENT

Any disputes about the nature of the Performance Agreement, whether it relates to key responsibilities, priorities, methods of assessment and /or any other matter provided for, shall 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 within thirty (30) days of receipt of a formal dispute from the employee whose decision shall be final and binding on both Parties.

14.2 DISPUTE ON OUTCOME OF PERFORMANCE EVALUATION

Any disputes about the nature of the Performance Evaluation, whether it relates to key responsibilities, priorities, methods of assessment and /or any other matter provided for, shall 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 a member of the Municipal Council provided that such member was not part of the evaluation panel provided for in Regulation 805 section 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.

15. GENERAL

- 15.1 The contents of the Agreement must be made available to the public by the Employer in accordance with the MFMA, 2003 and section 46 of the Act.
- 15.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his 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.

2024/25 Dipaleseng Local Municipality Performance Agreement:

Page 16 of 21 Ms G.L. Selepe

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THUS DONE AND SIGNED AT BALFOUR ON THIS 315T DAY OF 1027 2024. **ACTING DIRECTOR: CORPORATE SERVICES** 2. NAME AND SURNAME WITNESSES: NO 1 THUS DONE AND SIGNED AT BALFOUR ON THIS 35T DAY OF JULY 2024. 1. NAME AND SURNAME: MR DWAZI CIND **MUNICIPAL MANAGER** 2. NAME AND SURNAME ! SUSON MOFORONG WITNESSESS: NO 2

REPORTING AUTHORITY: MUNICIPAL MANAGER 2024/2025 SERVICE DELIVERY AND BUDGET MAPLEMENTATION PLANT DIPALESENG LOCAL MUNICIPALITY (NIF 308) CORPORATE SERVICES ACTING DIRECTOR CORPORATE SERVICES, MS G.L. SELEPE

pu	all within	9 0 0	uity	an	
Advert. Recruitment Plan and Letters of Appointments	Letters of Appointments of all advertised positions issued within 06 months	Signed S54 & 56 Performance Agreements	Signed Employment Equity Report	Signed Workplace Skills Plan with a Council Resolution	
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#	100%	#	#	#	
Reduction of vacant Senior Management positions	% of approved vacancies filled within 06 months ito the new Municipal Staff Regulations by 30 June 2025	# of S54 & 56 Performance Agreements signed by 30 July 2024	Employment Equity Report Developed by 30 Jan 2025	Development of a Workplace Skills Plan by 30 April 2025	
Organizational Development	Organizational Development		Municipal Transformatio n	Municipal Transformatio n	,
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2024/25 Dipaleseng Local Municipality Performance Agreement:

Page 18 of 21 Ms G.L. Seiepe

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Development Programs Reported / Implemented	by 30 June 2025	Review of HR Policies by 30 May 2025	Review of ICT Policies by 30		Review of Communication and Stakeholder Management Policies by 30 May 2025	Review of Communicatio n and Stakeholder Management Policies by 30 May 2025 Review of Records Management Policies by 30	Review of Communication and and Management Management Policies by 30 May 2025 Review of Records Management Policies by 30 May 2025 # of Quarterly Performance Files submitted to Internal Audit within 10 days after each Quarter
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File Pian and Records Management Reports	Quarterly Cost Curtailment Reports	Quarterly Deviation Reports	Agendas issued / Minutes of meetings and attandance registers	Agendas issued / Minutes of meetings and attandance registers	Agendas issued / Minutes of meetings and attandance registers	Agendas issued / Minutes of meetings and attandance registers	100% Council Resolutions Register Implemented by 30 June 2025
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8	30%	20%	8	7	7	₩.	100
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****	30%	20%	7	-	-	*	100%
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#	%	%	#	#	#	#	%
# of reports in the File Plan and Records Management Policy	Reduction of overtime by 30%	Reduction of UIFW by 50% by end of June 2025	# of Portfolio Committee meetings convened by 30 June 2025	# of Mayoral Committee meetings convened by 30 June 2025	# of LLF meetings convened by 30 June 2025	# of Council meetings convened by 30 June 2025	% of Council resolutions implemented by 30 June 2025
Organizational Development	Financial Management	Financial Management	Good Governance	Good Governance	Good Governance	Good Governance	Good Governance
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2024/25 Dipaleseng Local Municipality Performance Agreement:

Page 20 of 21 Ms G.L. Selepe

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2024/25 Dipaleseng Local Municipality Performance Agreement:

Page 21 of 21 Ms G.L. Selepe 1