



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**ABAQULUSI LOCAL MUNICIPALITY
(EMPLOYER)**

AS REPRESENTED BY THE MUNICIPAL MANAGER:

SIBONGOKUHLE PRECIOUS DLAMINI
[REDACTED]

AND

JOHANNES STEFANUS LANDMAN
[REDACTED]
(EMPLOYEE)

HEREIN REFERRED TO AS THE DIRECTOR:
DEVELOPMENT PLANNING

A. [Signature] [Signature]

FINANCIAL YEAR: 01 JULY 2026 – 30 JUNE 2027

1. Introduction

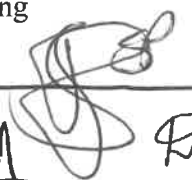
- a. The Employer has entered into a contract of employment with the Employee in terms of section 57(1) (a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and Employee are herein referred to as "the Parties".
- b. Section 57(1) (b) of the Systems Act, read with the Contract of Employment requires the parties to conclude an Annual Performance Agreement.
- c. The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- d. The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. Purpose of the Agreement

The purpose of this Agreement is to -

- a. Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- b. Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- c. Specify accountabilities as set out in the Performance Plan (**Annexure A**);
- d. Monitor and measure performance against set targeted outputs;
- e. Use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for permanent employment and/or to assess whether the Employee has met the performance expectations applicable to his/her job;

2026-2027 Performance Agreement: Mr JS Landman; Director: Development Planning

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- f. Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- g. Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved qualitative and quantitative service delivery.

3. Commencement and duration

- a. This Agreement will commence on 01 July 2026 and will remain in force until 30 June 2027 where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- b. The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement within one month after the beginning of each financial year.
- c. This Agreement will terminate on the termination of the Employees contract of employment for any reason.
- d. The contents of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon subject to both parties reaching an agreement.
- e. If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. Performance objectives

- a. The Performance Plan (**Annexure A**) sets out:
 - The Performance objective and targets that must be met by the Employee; and
 - The time frames within which those performance objectives and targets must be met.

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- b. The performance objectives and targets reflected in **Annexure A** are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weighting.
- c. 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 time frame in which the work must be achieved. The weightings show the relative importance of the key objective to each other.
- d. The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. Performance Management System.

- a. The Employee agrees to participate in the Performance Management System that the Employer adopts or introduces for the Municipality, Management and Municipal Staff.
- b. 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.
- c. The Employer will consult the Employee about the specific performance standards that will be included in the Performance Management System as applicable to the Employee.

6. The Employee agrees to participate in the Performance Management System that the Employer Adopts

- a. The Employee undertakes to actively focus towards the promotion and implementation of Key Performance Area (including special projects relevant to the Employees responsibilities) within the local government framework
- b. The criteria upon which the performance of the Employees shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

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- I. The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Leading Competencies and Core Competencies respectively.
 - II. Each area of assessment will be weighted and will contribute a specific part to the total score.
 - III. KPA's covering the main areas of work will account for 80% and Competencies will account for 20% of the final assessment.
- c. The Employees assessment will be based on his/her performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan (**Annexure A**), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

Key Performance Area (KPA)	Weighting (%)
Good Governance and Community Participation	15%
Service Delivery and Infrastructure Development	10%
Local Economic and Social Development	60%
Municipal Transformation and Institutional Analysis	
Financial Viability and Management	
Cross-Cutting (Spatial, Environmental and Disaster)	15%
Total	100%

- d. The Competencies will make the other 20% of the Employees assessment score. Competencies that are deemed to be most critical for the Employees specific job should be selected from the list below as agreed to between the Employer and Employee:

Leading Competencies	Weight%
1.Strategic Direction and Leadership	10%
2. People Management	5%
3.Programme and Project Management	10%
4.Financial Management	10%
5.Change Leadership	5%
6.Governance Leadership	10%
Core Competencies	Weight%
1.Moral Competency	5%
2.Planning and Organizing	10%
3.Analysis and Innovation	10%
4.Knowledge and information management	10%

2026-2027 Performance Agreement: Mr JS Landman; Director: Development Planning

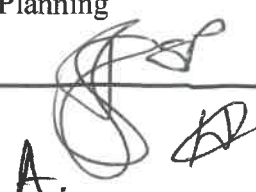
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5.Communication	5%
6.Result and Quality Focus	10%
Total	100%

7. Evaluating performance

- a. The Performance Plan/Scorecard (**Annexure A**) to this agreement sets out:
 - I. the standards and procedures for evaluating performance; and
 - II. the intervals for the evaluation of the Employees performance
- b. Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employees performance at any stage while the contract of employment is still in force.
- c. Personal growth and development need to be identified during any performance review discussion which must be documented in a Personal Development Plan in a suitable format (**Annexure B**) as well as the actions agreed to, and implementation must take place within set time frames. This process is to be driven by the HR Department.
- d. The Employees performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- e. The annual performance appraisal will involve:
 - i. **Assessment of the achievement of results as outlined in the performance plan**
 1. 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.
 2. An indicative rating on the five-point scale should be provided for each KPA.
 3. The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

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ii. Assessment of Competencies

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

iii. Overall Rating

1. An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.
- f. The assessment of the performance of the Employee will be based on the following rating scale for KPA's and Competencies:

Level	Terminology	Description	Rating
4	Superior	Has a comprehensive understanding of local operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods	5
3	Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses.	4
2	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses.	3
1	Basic	Applies basic concepts, methods and	2-1

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		understanding of local government operations, but requires supervision and development intervention.	
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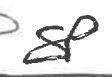
- g. For purposes of evaluating the performance, an evaluation panel constituted in terms of Regulation 27(4)(d)(e) will be established.

8. Schedule of Performance Reporting, Monitoring, Evaluation and Review

- a. The performance of the Employee in relation to his/her performance agreement shall be monitored and evaluated on or before the dates indicated below, with the understanding that formal and informal evaluations will be conducted for the 4 quarters.

Quarter	Period	Assessment Date	Type of Assessment
First	01 July 2026 – 30 September 2026	November 2026	Informal
Second	01 October 2026 – 31 December 2026	February 2027	Formal
Third	01 January 2027 – 31 March 2027	May 2027	Informal
Fourth	01 April 2027 – 30 June 2027	August 2027	Formal

- b. The Employer shall keep a record of the quarterly, mid-year and annual assessment reviews.
- c. The Employee is responsible for maintaining a Portfolio of Evidence, which must be made available at the informal and formal evaluation sessions, and audit purposes.
- d. Performance scoring and feedback shall be based on the Employer's assessment of the Employee's performance against actuals reported and evidence provided.
- e. The Employer will be entitled to review and make reasonable changes to the Performance Plan (**Annexure A**) in line with the mid-year assessments for operational reasons. The Employee will be fully consulted before any such change is made. Such changes to the Performance Plan will be applicable by default upon Council's adoption of the Adjusted Budget and Services Delivery Budget Implementation Plan.

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9. Developmental Requirements

- a. The Personal Development Plan (PDP) for addressing developmental gaps is attached as **Annexure B**. The PDP will be completed after every quarterly assessment.

10. Obligations of the employer

The Employer shall –

- 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 on the performance of the Employee;
- d. On the request of the Employee delegate such powers reasonably required by the Employee to enable him/ her to meet the performance objectives and targets established in terms of this Agreement; and
- e. Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him/her to meet the performance objectives and targets established in terms of this agreement.

11. Employee obligations

- a. The employee is obliged to perform his/her functions to the best of his/her abilities and shall as far as is practically possible endeavour to meet the standards of performance as set out in this agreement.
- b. The employee shall act in the good faith and in the best interest of the Municipality at all times
- c. The employee shall be responsible for the completion or execution of the specific programs identified in his/her service delivery and

budget implementation plans or KPA's within the timeframes agreed upon.

- d. The employee shall co-operate with the employer in conducting the performance review.

12. Consultation

- a. Both parties to this agreement agree to consult each other in the event either party wishes to exercise a duty or function in terms of this agreement.
- b. The Employer is to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in paragraph 12 (a) above, as soon as is practicable to enable the Employee to take any necessary action without delay.

13. Management of Evaluation Outcomes

- a. The evaluation of the Employees performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- b. A performance bonus may be paid (5% to 14%) in terms of section 32 (2) of the Local Government: Municipal Performance Regulations and any other policy of Council according to the Bonus Rating Scale attached as **Annexure C**.
- c. In case of unacceptable performance, the Employer must implement procedures for dealing with substandard performance as prescribed in Section 16 of the Local Government: Disciplinary Code and Procedures for Senior Managers.

14. Disputes

Any disputes about the nature of the Employees **performance agreement**, whether it relates to key responsibilities, priorities, methods of assessment, and/or salary increment in the agreement, must be mediated by:

- i. In the case of the Municipal Manager be mediated by the MEC for local government in the province, or any other person appointed by the MEC within thirty (30) days of receipt of a formal dispute from the Employee;


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- ii. In the case of Managers directly reporting to the Municipal Manager, the Mayor, within thirty (30) days of receipt of a formal dispute from the Employee;

whose decision shall be final and binding on both parties

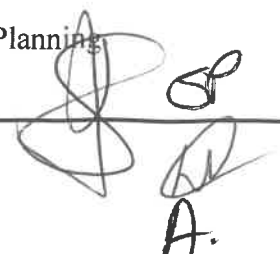
- b. Any disputes about the nature of the Employees **performance evaluation** must be mediated by:

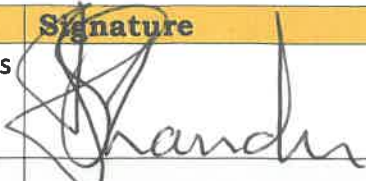
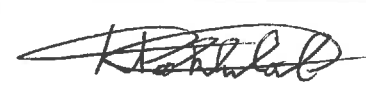
- i. In the case of the Municipal Manager be mediated by the MEC for local government in the province, or any other person appointed by the MEC within thirty (30) days of receipt of a formal dispute from the Employee;
- ii. In the case of Managers directly reporting to the Municipal Manager, a member of the council, provided that such member was not part of the evaluation panel provided for in 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

15. General

- a. The contents of the Agreement and the outcome of any review conducted in terms of **Annexure A** will not be confidential, and may be made available to the public by the Municipality (MFMA, 2003 and Section 46 of the Municipal Systems Act, 2000)
- b. Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- c. No performance bonus will be paid in terms of this agreement irrespective of the outcome of performance evaluation results in the event that the municipality does not obtain an unqualified audit opinion from the Auditor General in respect of the relevant financial year.

Handwritten signatures and initials in the bottom right corner. There is a large, stylized signature that appears to be 'SP' or 'JP'. Below it, there are initials 'A.' and another signature.

Name	Signature	Date
Signed and accepted by Johannes Stefanus Landman (Employee)		23/06/2026
Signed And Accepted By Sibongokuhle Precious Dlamini (Employer)		23-06-26
Witness 1 (Name): LARISH DOOKHILAL		23/06/2026
Witness 2 (Name): Akhona Nyandeni	A. Nyandeni	23/06/2026

Annexures:

- A. Performance Plan (Scorecard)
- B. Personal Development Plan
- C. Bonus Payment Rating Scale

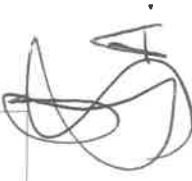
Development Planning Scorecard

Period: 01 July 2026 – 30 June 2027

SDBIP Ref No.	Focus Area	Development Objectives	IDP Ref. No	Project	Ward	Budget	Funding Source	Key Perf. Indicator/ Performance Measure	Unit of Measure	Baseline	Annual Target	2026-2027 Quarterly Targets				Res. Dept.	Portfolio of Evidence
												Quarter 1	Quarter 2	Quarter 3	Quarter 4		
												Target	Target	Target	Target		
		01 Jul 2026–30 Sep 2026		01 Oct 2026–31 Dec 2026		01 Jan 2027–31 March 2027		01 April 20267–30 June 2027									
KPA - Basic Service Delivery & Infrastructure Development																	
Municipal Goal: To reduce levels of infrastructure backlogs by providing Basic Services, Facilities and maintaining existing infrastructure.																	
BSD 36	Human Settlement	To provide sustainable human settlements to the people of AbaQulusi by 2027	16	Housing Forum meetings	N/A	N/A	N/A	Number of Housing Forum meetings held by 30 June 2027	Number	4	4(four) Housing Forum meetings held by 30 June 2027	1 (one) Housing Forum meetings held by 30 Sep 2026	1 (one) Housing Forum meetings held by 31 Dec 2026	3 (three) Housing Forum meetings held by 31 March 2027	4(four) Housing Forum meetings held by 30 June 2027	Development Planning	Attendance Registers/ Minutes
KPA - Good Governance and Community Participation																	
Municipal Goal: Ensure transparency, accountability, and community involvement in municipal affairs																	
GG 05	Integrated Development Planning	To ensure effective decision-making, budgeting and management of resources	34	IDP/Budget Process Plan	N/A	N/A	N/A	Date Final 27/28 Budget Process Plan adopted	Date	28 Aug 2025	Final 2027/28 Budget Process Plan adopted by 31 August 2026	Final 2027/28 Budget Process Plan adopted by 31 August 2026	N/A	N/A	N/A	Development Planning	Council Resolution
GG 06				Draft IDP	N/A	N/A	N/A	Date Draft 27/28 IDP is tabled before Council	Date	31 March 2026	Draft IDP 2027/28 reviewed and submitted to Council by 31 March 2027	N/A	N/A	Draft IDP 2027/28 reviewed and submitted to Council by 31 March 2027	N/A	Development Planning	Council Resolution



SDBIP Ref No.	Focus Area	Development Objectives	IDP Ref. No	Project	Ward	Budget	Funding Source	Key Perf. Indicator/ Performance Measure	Unit of Measure	Baseline	Annual Target	2026-2027 Quarterly Targets				Res. Dept.	Portfolio of Evidence
												Quarter 1	Quarter 2	Quarter 3	Quarter 4		
												Target	Target	Target	Target		
66 07				Final IDP	N/A	N/A	N/A	Date Final IDP 2027/28 is tabled before Council	Date	28 May 2026	Final IDP 2027/28 reviewed and submitted to Council by 31 May 2027	N/A	N/A	N/A	Final IDP 2027/28 reviewed and submitted to Council by 31 May 2027		Council Resolution
KPA - Social and Local Economic Development:																	
Municipal Goal: promote socio-economic growth and job opportunities.																	
SLED 01	Agriculture	Unleashing agricultural potential in AbaQulusi by 2027	38	Agricultural Forums	N/A	N/A	N/A	Number of Agri-forums held by 30 June 2027	Number	N/A	2 Agri-forums held by 30 June 2027	N/A	1 Agri-forums held by 31 Dec 2026	N/A	1 (2) Agri-forums held by 30 June 2027		Attendance Register/ Minutes
SLED 02	SMME's and Job Creation	Continuous assistance of entrepreneurs hip and job creation by 2027	39	SMME Training	N/A	N/A	N/A	Number of SMME trainings and/ workshops conducted by 30 June 2027	Number	N/A	2 SMME training and/ workshops conducted by 30 June 2027	N/A	1 SMME training and/ workshops conducted by 31 Dec 2026	N/A	1 (1) SMME training and/ workshops conducted by 30 June 2027		Attendance Register/ Minutes
SLED 03				Informal Traders Training	N/A	N/A	N/A	Number of Informal Traders trainings and/ workshops conducted by 30 June 2027	Number	N/A	2 Informal Traders training and/ workshops conducted by 30 June 2027	N/A	1 Informal Traders training and/ workshops conducted by 31 December 2026		1 (2) Informal Traders training and/ workshops conducted by 30 June 2027		Attendance Register/ Minutes

SDBIP Ref No.	Focus Area	Development Objectives	IDP Ref. No	Project	Ward	Budget	Funding Source	Key Perf. Indicator/ Performance Measure	Unit of Measure	Baseline	Annual Target	2026-2027 Quarterly Targets				Res. Dept.	Portfolio of Evidence
												Quarter 1	Quarter 2	Quarter 3	Quarter 4		
												Target	Target	Target	Target		
SLED 05	Tourism	Promote and identify tourism opportunities by 2027		Tourism Campaign	N/A	N/A	N/A	Number of Tourism Campaigns held by 31 December 2026	Number	N/A	1 Tourism Campaign held by 31 December 2026	01 Jul 2026–30 Sep 2026	01 Oct 2026–31 Dec 2026	01 Jan 2027–31 March 2027	01 April 20267–30 June 2027		Pictures and close out report
SLED 06			41	Tourism Stakeholder Meeting	N/A	N/A	N/A	Number of Tourism Stakeholder Meetings held by 31 March 2027	Number	N/A	2 Tourism Stakeholder Meetings held by 30 June 2027	N/A	1 Tourism Stakeholder Meetings held by 31 December 2026	N/A	1 Tourism Stakeholder Meetings held by 30 June 2027		Attendance Register/ Minutes
SLED 07	Economic growth	Promote economic development by 2027	42	LED Stakeholder Meeting	N/A	N/A	N/A	Number of LED Stakeholder Meetings held by 30 June 2027	Number	N/A	2 LED Stakeholder Meeting held by 30 June 2027	N/A	1 LED Stakeholder Meeting held by 31 December 2026	N/A	1 LED Stakeholder Meeting held by 30 June 2027		Attendance Register/ Minutes
KPA: Cross-Cutting Interventions																	
Municipal Goal: to redress the spatial imbalances and promote sustainable environmental planning																	
CC 01	Town Planning	To ensure effective management of current and desirable land uses by 2027	51	Spatial Development Framework (SDF)	All	N/A	N/A	Date Spatial Development Framework (SDF) reviewed and adopted	Date	28 May 2026	Spatial Development Framework (SDF) reviewed and adopted by 31 May 2027	N/A	N/A	N/A	Spatial Development Framework (SDF) reviewed and submitted to Council by 31 May 2027	Development Planning	Proof of submission to the OIMM - Memo

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SDB/IP Ref No.	Focus Area	Development Objectives	IDP Ref. No	Project	Ward	Budget	Funding Source	Key Perf. Indicator/ Performance Measure	Unit of Measure	Baseline	Annual Target	2026-2027 Quarterly Targets				Res. Dept.	Portfolio of Evidence
												Quarter 1	Quarter 2	Quarter 3	Quarter 4		
												Target	Target	Target	Target		
CC 02	Building Inspectorate	To ensure the sustainability of the built environment by 2027	53	Built Environment Workshops	N/A	N/A	N/A	Number of Built Environment Workshops Hosted	Number	1	1 Built Environment Workshops Hosted by 30 June 2027	N/A	N/A	N/A	1 Built Environment Workshop Hosted by 30 June 2027	Attendance Registers	
				Built Inspectorate Progress Reports	N/A	N/A	N/A	Number of Building Inspectorate Progress Reports submitted to OMM by 30 June 2027	Number	2	2 Building Inspectorate Progress Reports submitted to OMM by 30 June 2027	N/A	1 Building Inspectorate Progress Reports submitted to OMM by 31 Dec 2026	N/A	1 (2) Building Inspectorate Progress Reports submitted to OMM by 30 June 2027		
CC 03																	Proof of submission to the OMM - Memo

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PERSONAL DEVELOPMENT PLAN

This plan must be completed and reviewed after every Performance Quarterly Review. The purpose is to provide opportunity for the Employee and the immediate supervisor to identify incumbent's strength, skills and competency gap. To complete this plan you need to know and understand your Department objectives, your customer's (internal and external), requirements and your key performance Indicators. The information provided should be considered in relation to the critical nature of the current position and your future career goals.

KPA CONFIRMATION	COMPETENCY IDENTIFICATION	DEVELOPMENT ACTION PLAN				TIME FRAMES	
		Required Key competencies to be developed to achieve current KPA's future career aspirations (OUTCOME TO BE ACHIEVED)	Proposed Solutions	Proposed Provider (s)	Estimated cost for budgeting	Start	End
Key Performance areas/outputs	Competencies required to achieve current KPA's performance outputs						

Department:	Approved By:
Official Name:	Official Name:
Position Held:	Position Held:
Signature:	Signature:
Date:	Date:

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Annexure C: Bonus Rating Scale

Performance Bonuses will be rewarded according to the following table which is based on a Provincial scale method:

PROVINCIAL SCALE	100% SCALE	BONUS ALLOCATE (%)
130	77.9	5
131	78.5	5.2
132	79.1	5.5
133	79.7	5.7
134	80.3	6.0
135	80.9	6.2
136	81.5	6.5
137	82.1	6.7
138	82.7	6.9
139	83.3	7.2
140	83.9	7.4
141	84.5	7.7
142	85.1	7.9
143	85.7	8.2
144	86.3	8.4
145	86.9	8.6
146	87.5	8.9
147	88.1	9.1
148	88.7	9.4
149	89.3	9.6
150	89.9	9.9
151	90.4	10.1
152	91.0	10.4
153	91.6	10.6
154	92.2	10.8
155	92.8	11.1
156	93.4	11.3
157	94.0	11.6
158	94.6	11.8
159	95.2	12.1
160	95.8	12.3
161	96.4	12.5
162	97.0	12.8
163	97.6	13.0
164	98.2	13.3
165	98.8	13.5
166	99.4	13.8
167	100	14.0