

**PERFORMANCE AGREEMENT**

Made and entered into by and between

**THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY**

("the City")

(Represented by **Floyd Brink, City Manager**, duly authorised by Municipal Council Resolution)

and

**Zunaid Khan**

("the Executive Director ")

**for the financial year: 1 July 2023 to 30 June 2024**

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**1. INTRODUCTION**

- 1.1 The City has entered into a contract of employment with the Executive Director in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").
- 1.2 Section 57(1)(b) of the Systems Act, read with the contract of employment concluded between the parties, requires the parties to conclude an annual performance agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Executive Director reporting to the City Manager, to a set of actions that will secure local government policy goals.

**2. PURPOSE OF THIS AGREEMENT**

- 2.1 The parties agree that the purpose of this Agreement is to:
  - 2.1.1 comply with the provisions of Section 57(1)(b), 4(A), (4B) and (5) of the Systems act; and the employment contract entered into between the parties.
  - 2.1.2 specify objectives and targets established for the Executive Director.
  - 2.1.3 specify accountabilities as set out in the performance plan (scorecard) attached as Annexure 'A'.
  - 2.1.4 monitor and measure performance against set targeted outputs.
  - 2.1.5 use the performance agreement and scorecard as the basis for assessing whether the employee has met the performance expectations applicable to their job.
  - 2.1.6 in the event of outstanding performance, to appropriately reward the employee in accordance with the City's performance management policy; and
  - 2.1.7 give effect to the City's commitment to a performance-orientated relationship with the Executive Director in attaining equitable and improved service delivery.

**3. COMMENCEMENT AND DURATION**

- 3.1 Notwithstanding the date of signature hereof, this Agreement will commence on the date of appointment of the Executive Director, and, subject to paragraph 3.3, will continue in force until a new performance agreement is concluded between the parties as contemplated in paragraph 3.2.

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- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new performance agreement that replaces this Agreement at least once a year by not later than July each year.
- 3.3 This Agreement will terminate on the termination of the City Manager's contract of employment regardless of the reason for such termination.
- 3.4 The content of this agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.5 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 be revised.

#### **4. PERFORMANCE OBJECTIVES**

- 4.1 The scorecard in Annexure "A" sets out:
- 4.1.1 the performance objectives and targets that must be met by the Executive Director; and
- 4.1.2 the time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure "A" (scorecard) are set by the City Manager and the Group Performance Audit Committee after consultation with the Executive Director and are based on the Growth and Development Strategy, Integrated Development Plan, Mayoral Priorities Service Delivery and Budget Implementation Plan (SDBIP) and Budget of the City and include key objectives; key performance indicators; target dates and weightings.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 The Executive Director's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the City's Integrated Development Plan.

#### **5. PERFORMANCE MANAGEMENT POLICY**

- 5.1 The Parties record that the City has a Performance Management Policy, which may be amended from time to time. It describes the systems and procedures of performance management in the City in which the Executive Director will be required to engage in performing his job.
- 5.2 The Executive Director agrees to participate in the performance management system that the City adopts or introduces.
- 5.3 The Executive Director accepts that the purpose of the performance management policy and system is to provide a comprehensive system with specific performance standards to assist the City, City Manager and Executive Director to perform to the standards required.
- 5.4 The Executive Director 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.
- 5.5 The Executive Director'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.

## 6. EVALUATING PERFORMANCE

- 6.1 It is recorded that in terms of the City's performance management policy and system, for purposes of evaluation of the performance of the Executive Director, a Group Performance Audit Committee / Performance Evaluation Panel has been established to assist the City Manager and in the process of evaluating the Performance of the Executive Director.
- 6.2 The performance of the Executive Director in relation to their performance agreement shall be reviewed on a quarterly basis as follows:

First quarter	:	July – September
Second quarter	:	October – December
Third quarter	:	January – March
Fourth quarter	:	April - June

- 6.3 The Executive Director must avail themselves for scheduled performance reviews. Failure to do so, may result in the City Manager concluding on the Executive Director's review in absentia and the outcome of the review is final.

- 6.4 The City Manager shall ensure that the Group Performance Audit Committee be convened to conduct review sessions on the performance of the Executive Director at least twice a year.
- 6.5 The City Manager shall ensure that a record is kept of the mid-year review and final review sessions.
- 6.6 Performance feedback shall be based on the assessment of the Executive Director's performance by the City Manager and Group Performance Audit Committee / Performance Evaluation Panel and may include recommendations for corrective steps to be taken to improve performance.
- 6.7 The City will be entitled to review and make reasonable changes to the provisions of the performance plan (scorecard) from time to time for operational reasons. The Executive Director will be consulted before any such change is made.
- 6.8 Despite the establishment of agreed intervals for evaluation, the City Manager may, in addition, review the Executive Director performance at any stage while the contract of employment remains in force.
- 6.9 Personal growth and development needs identified during any performance review discussion must be documented and, where possible, actions agreed.
- 6.10 The annual performance appraisal will involve assessment of the achievement of results as outlined in the performance plan and each KPA and CCR should be assessed according to the extent to which the specified standards or performance indicators have been met.

## **7. OBLIGATIONS OF EMPLOYER**

The City must -

- 7.1 Create an enabling environment to facilitate effective performance by the employee.
- 7.2 Provide access to skills development and capacity building opportunities.
- 7.3 Work collaboratively with the Executive Director to solve problems and generate solutions to common problems that may impact on the performance of the employee.
- 7.4 On the request of the Executive Director delegate such powers reasonably required by the Executive Director to enable them to meet the performance objectives and targets established in terms of the agreement; and

7.5 Make available to the Executive Director such resources as the Executive Director may reasonably require from time to time to assist them to meet the performance objectives and targets established in terms of the agreement.

**8. CONSULTATION**

The City Manager agrees to consult the Executive Director timeously in respect of decisions which will have a significant impact on the performance of the duties of the Executive Director.

**9. MANAGEMENT OF OUTCOMES**

9.1 The evaluation of the Executive Director's performance will form the basis for rewarding performance or correcting unacceptable performance.

9.2 A performance bonus not exceeding 14% may be paid to the Executive Director in recognition of outstanding performance, in accordance with the City's policy and system referred to in this agreement.

9.3 An increase may be awarded to the Executive Director in accordance with the City's policy and system referred to in this agreement.

9.4 Should the Executive Director be entitled to a performance bonus referred to in paragraph 9.2, this will be paid out after the tabling of the annual report.

9.4.1 However, should the Executive Director not be entitled to a performance bonus in line with the Executive Director's employment contract, alternative performance rewards will be awarded as per the relevant policy.

9.5 In the case of unacceptable performance, the City Manager shall provide systematic remedial or developmental support to assist the Executive Director to improve their performance.

9.6 Where the City Manager is, at any time during the Executive Director's employment, not satisfied with the Executive Director's performance with respect to any matter dealt with in this Agreement, the City Manager will give notice to the Executive Director to attend a meeting with the City Manager.

9.7 The Executive Director will have the opportunity at the meeting to satisfy the City Manager of the measures being taken to ensure that the Executive Director's performance becomes satisfactory and any programme, including any dates, for implementing these measures.

9.8 Where there is a dispute or difference as to the performance of the Executive Director under this Agreement, the parties will confer with a view to resolving the dispute or difference.

## 10. DISPUTES

10.1 Any dispute arising out of this Agreement, shall be submitted to and determined by arbitration in accordance with the arbitration rules of an accredited private dispute resolution agency, as amended. The arbitrator shall be mutually agreed upon and shall be selected from a list of arbitrators supplied by an accredited private dispute resolution agency.

10.2 The parties shall, prior to the arbitration date, be required to meet with the arbitrator in order to determine the appropriate terms of reference for the arbitrator, and his powers, and to submit an agreement in writing to the arbitrator.

10.3 Should the parties fail to agree on the identity of the arbitrator within a period of 14 days after the date of the submission of the dispute to the City Manager, either of the parties shall be entitled to request a private dispute resolution agency, to appoint the arbitrator. The accredited private dispute resolution agency, in making the appointment, shall have regard to the nature of the dispute, and shall have regard to the parties' requirement of speedy arbitration in the selection of arbitrators. If the appointment is to be made in this manner, preference shall be given to the attorneys or advocates on the Panel of arbitrators of the accredited private dispute resolution agency.

10.4 The arbitrator shall be entitled further to determine the procedure to be followed in the arbitration, but to ensure that each party has the right to be heard, lead appropriate witnesses, submit documentation, and to argue in respect of the appropriate outcome and remedy. The arbitrator shall, in determining the procedures to be followed, be guided by the parties' intention to have the dispute finally adjudicated upon within as short as possible a period from the date of the dismissal, or of the dispute, arising.

10.5 The parties shall be entitled to be represented by a representative of choice at the arbitration, and the outcome of the arbitration shall be final and binding. The Executive Director shall be bound to the dispute resolution procedures contained herein.

10.6 The fact that any dispute has been referred to, or is the subject of an arbitration, as well as any information submitted or furnished to the arbitrator, or in any other matter forming part of the record of any arbitration proceeding, shall be kept confidential by the parties to such proceeding.


## 11. GENERAL

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- 11.1 The contents of the Agreement and the outcome of any review conducted in terms of Annexure "A" (scorecard) will not be confidential and may be made available to the public by the City, where appropriate.
- 11.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Executive Director in terms of his contract or employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

SIGNED at Braamfontein on this the 19<sup>th</sup> day of July 2023

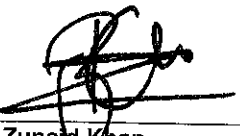
For: **THE CITY OF JOHANNESBURG**  
**METROPOLITAN MUNICIPALITY**

  
\_\_\_\_\_  
Mr Floyd Brink  
City Manager

Witness: \_\_\_\_\_

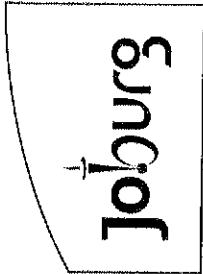
Witness: \_\_\_\_\_

SIGNED at Braamfontein on this the 19<sup>th</sup> day of July 2023

  
\_\_\_\_\_  
Mr Zunaid Khan  
Executive Director

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_



a world class African city

ANNEXURE "A"

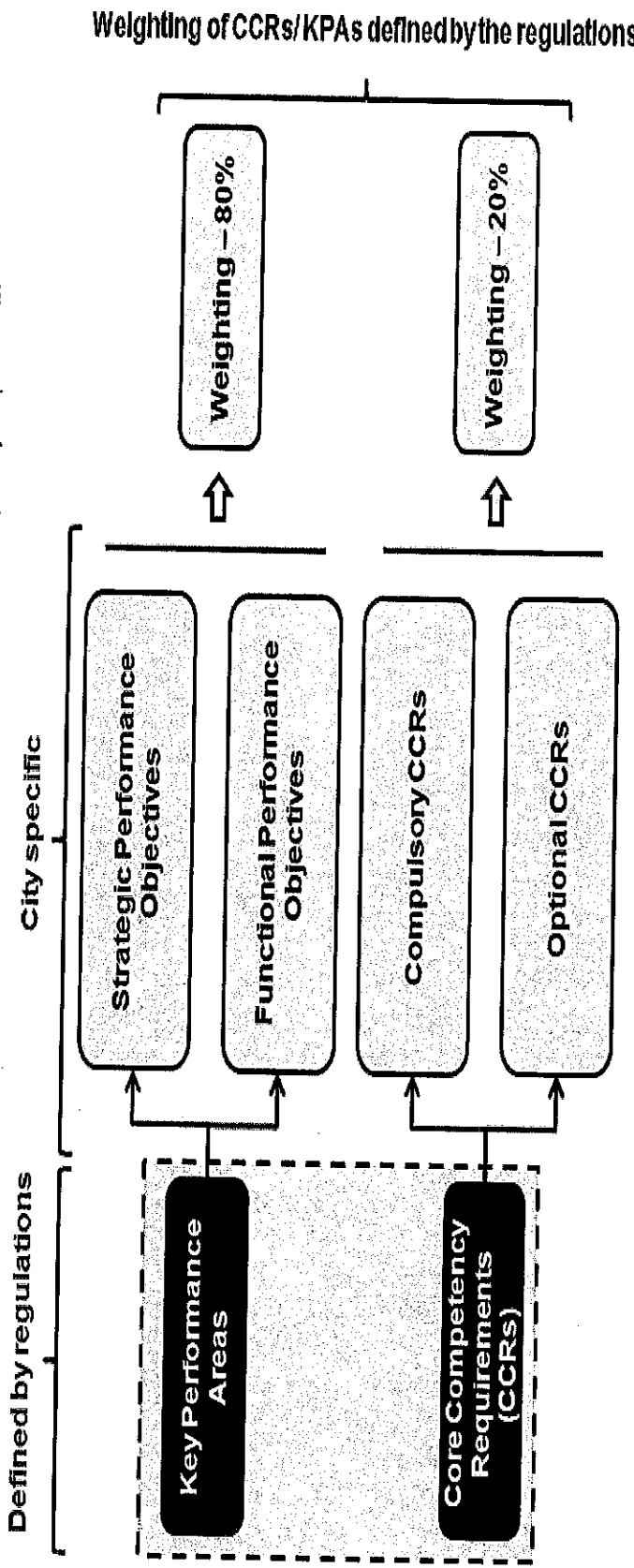
PERFORMANCE SCORECARD: SECTION 57

<b>Employee</b>	Zunaid Khan: Executive Director
<b>Manager</b>	Floyd Brink: City Manager
<b>Department</b>	Development Planning
<b>Position Purpose</b>	To provide Strategic Leadership and Management in terms of Land-Use Development; Building Development; City Transformation; Corporate Geo- Informatics; Spatial Transformation Projects and Developments Facilitation.

The period of this Performance Plan is from 1 July 2023 to 30 June 2024

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The individual performance scorecards shall be made up of Key Performance Areas (KPA) {divided into Functional Performance Objectives (FPO) and Strategic Performance Objectives (SPO)} and Core Competency Requirements (CCR) which shall have a relative weighting of 50%: to 30% to 20% respectively. Therefore, the scorecard is separated into three sections, namely, Functional Performance Objectives, Strategic Performance Objectives and Core Competency Requirements.



Strategic Performance Objectives (SPOs) are those KPAs which are derived from key citywide and cluster-based objectives and strategies. Of the total 80% KPA weighting, the relative weighting for SPOs should not be less than 50%. The SPOs are developed to reflect the City's strategic priorities within the individual employee scorecard. Functional Performance Objectives (FPOs) relate to the employee's functional areas, objectives and responsibilities. Of the total 80% KPA weighting, the relative weighting for FPOs should not exceed 30%.

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**SECTION 1: STRATEGIC PERFORMANCE OBJECTIVES (SPO)**  
**STRATEGIC PERFORMANCE OBJECTIVES**  
**TOTAL WEIGHTING = 50%**

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
1	Social inclusivity and enhanced social cohesion.	1.1	Number of new housing units approved in the Transit Oriented Programme	New KPI	1 = 300 Units 2 = 400 Units <b>3 = 500 Units</b> 4 = 750 Units 5 = 1000 Units	Manual Report prepared on applications considered within the Transit Oriented Programme signed by Director: LUDM
		1.2	Number of built environment contravention notices issued across the city	New KPI	1 = 500 contravention notices issued 2 = 1000 contravention notices issued <b>3 = 2000 contravention notices issued</b> 4 = 2200 contravention notices issued 5 = 2500 contravention notices issued	Copies of contravention notices
		1.3	Percentage decrease of illegal outdoor advertising signages	New KPI	1 = 5% decrease 2 = 10% decrease <b>3 = 15% decrease</b> 4 = 20% decrease 5 = 25% decrease	Copies of report confirming removal of sign with dated pictures of removal
2	Digitising of application processes to become a smart city	2.1	% Digitization of planning processes <sup>1</sup>	New KPI	1 = 5-15% complete 2 = 16- 39% complete <b>3 = 40%- 45% complete</b> 4 = 46 - 50% <sup>3</sup> - complete 5 = 51 - 55% <sup>4</sup> complete	Software Development and Design Document

<sup>1</sup> Inclusion of Land Use Online System Module  
<sup>2</sup> Software Development and Design Document  
<sup>3</sup> Finalize Software Development and Design  
<sup>4</sup> UAT – User Acceptance Testing

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STRATEGIC PERFORMANCE OBJECTIVES TOTAL WEIGHTING = 50%						
KPA No	Key Performance Area	KPI No	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
3	Town planning, building plans and outdoor advertising applications	2.2	% Completion of Audit and mapping of Outdoor advertising signage	New KPI	1 = 25- 50% 2 = 51- 75% 3 = 100% <sup>8</sup> 4 = Finalize working tool for mapping OA signs 5 = Implementation of electronic mapping for OA signs	Audit Report and a List of audited signs
		3.1	Percentage of development planning applications processed within set turnaround times. <sup>9</sup>	91%	1 = 60% rezoning applications processed 2 = 70% rezoning applications processed 3 = 93% rezoning applications processed 4 = 96% rezoning applications processed 5 = 100% rezoning applications processed	Manual report extracts from TAS System
		3.2	Percentage of applications approved to accelerate revenue return of rate base for approval and promulgation of rezoning applications that have investment value. <sup>10</sup>	92%	1 = 60% township applications processed 2 = 70% township applications processed 3 = 93% township applications processed 4 = 96% township applications processed 5 = 100% township applications processed	Report identifying the applications and the nature of applications.
		3.3	Percentage review of COJ Land Use Scheme (LUS), 2018	New KPI	1 = 10% Initiate internal stakeholder discussions for new requirements and identification of clauses that needs adjustment in the LUS 2 = 15% Initiate the drafting of LUS 3 = 20% Finalise the first draft for verification	First Draft review LUS document for verification by Legal

<sup>5</sup> Confirmation of service provider appointment and briefing meeting  
<sup>6</sup> Data collection to close gaps  
<sup>7</sup> Plotting and mapping  
<sup>8</sup> User acceptance certificate (GIS)  
<sup>9</sup> This will include processing of complete applications for both Rezoning and Township applications.  
<sup>10</sup> Processing of complete applications (where there are no infrastructural constraints) to accelerate the turnaround time for approval (LUM) and promulgation (LA) of rezoning applications that are investment value projects. This includes high-density mixed used development, shopping centres and industrial parks. The set turnaround time is 3 months excluding pending time.

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**STRATEGIC PERFORMANCE OBJECTIVES**  
TOTAL WEIGHTING = 50%

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
4	Improved By-Law Enforcement	3.4	% Building plans less than 500 square metres and greater 500 square metres processed and concluded within statutory timeframes (10- 30 days) <sup>11</sup>  Circular 88	100%	by Legal and Contracts 4 = 50% project initiation plan 5 = 100% approved project plan  1 = 70% building plans processed and concluded 2 = 80% building plans processed and concluded <b>3 = 100% building plans processed and concluded</b> 4 = 95% building plans processed and concluded in less than 10 days 5 = 100% building plans processed and concluded in less than 5 days	BAS report & CPMS report
		4.1	Number of structures demolished due to non-compliance with municipal provisions	120	1 = 35 structure demolished 2 = 70 structure demolished <b>3 = 140 structure demolished</b> 4 = 175 structure demolished 5 = 190 structure demolished	Demolition court orders; demolition certificate; demolition site report with dated pictures
		4.2	Number of built environment court orders compiled	32	1 = 12 court orders compiled 2 = 24 court orders compiled <b>3 = 48 court orders compiled</b> 4 = 60 court orders compiled 5 = 80 court orders compiled	Built environment court order, court order execution site report with dated pictures, inspection report confirming compliance/ termination of contravention with dated pictures
		4.3	Number of properties referred to revenue for the rates penalty	New KPI	1 = 140 properties referred 2 = 280 properties referred	Copies of memorandum referring the matter to revenue for the imposition of

<sup>11</sup> Refers to processing of applications- assessment to assist local authority to grant approval or refuse with written reasons. Circular 88: Average number of days taken to process residential building applications of 500 square metres or less – target 15-60 days. Average number of days taken to process residential building applications of 500 square metres or less – target 90 days

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STRATEGIC PERFORMANCE OBJECTIVES TOTAL WEIGHTING = 50%						
KPA No	Key Performance Area	KPI No	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					3 = 560 properties referred 4 = 700 properties referred 5 = 840 properties referred	rate penalties
		4.4	Number of non-complied Outdoor Advertising signs issued with penalty fine letters	New KPI	1 = 50 penalty letters issued 2 = 100 penalty letters issued <b>3 = 200 penalty letters issued</b> 4 = 250 penalty letters issued 5 = 300 penalty letters issued	Copies of penalty fine letters issued.
5	Regeneration of the inner city	5.1	% Achievement of regeneration programme for Kiptown Ivory Park	New KPI	1 = 25 <sup>12</sup> - 50 <sup>13</sup> % regeneration programme achieved 2 = 51- 75 <sup>14</sup> % regeneration programme achieved <b>3 = 100<sup>15</sup>% regeneration programme achieved</b> 4 = Implementation of at least 3 projects identified in the Development Programme underway 5 = Implementation of at least 4 projects identified in the Development Programme underway	Urban development framework reports with development programmes. Stakeholder report. Noted/approved by Council: (Council minutes). Project progress reports by project managers
		5.2	Percentage formulation of the Spatial Development Framework (2026)	New KPI	1 = 5% finalise TOR and secure budget 2 = 10 – 15% BSC, Advertisement and tender closure <b>3 = 20% BAC, Tender Award appointment</b> 4 = 5% project implementation plan for 2024/25 FY	Acquisition plan Terms of Reference (TOR) Advertisement Letter of Appointment

<sup>12</sup> Status Quo and Draft Urban Development Framework

<sup>13</sup> Final Urban Development Framework and Development Concepts for two priority precincts

<sup>14</sup> Approved Urban Development Framework and Development Programme

<sup>15</sup> Implementation of at least 2 projects identified in the Development Programme underway

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STRATEGIC PERFORMANCE OBJECTIVES TOTAL WEIGHTING = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
6	Corporate geo-informatics spatial information	5.3	Percentage completion of detail planning frameworks for priority Inner City precincts (High Court, Hillbrow Health)	New KPI	5 = 10% project initiated with key stakeholders.	Status Quo Report Final Planning Frameworks
					1 = 25% concept design and stakeholder engagement report	
					2 = 50% implementation plan and urban management framework	
		5.4	Percentage unlocking of land potential for development in TODs (Frank Brown Park social housing)	New KPI	3 = <b>100% close out report</b>	Technical and visibility study
					4 = 90% completion planning framework achieved before schedule	
					5 = 80% completion planning framework achieved before schedule	
6.1	% of monthly Deeds transfers successfully processed into LIS and XI interface within number of days (within 15 days)	100%	1 = 5% survey and data collection completed	Monthly comparison report. LIS and XI report		
			2 = 10% preliminary technical studies			
			3 = <b>20% feasibility report</b>			
6.2	Percentage of properties with allocated street addresses <sup>16</sup>	New KPI	4 = 25% land packaging process completed	Monthly exception report		
			5 = 50% land packaging process completed			
			1 = 80% successfully processed			
					2 = 90% successfully processed	
					3 = <b>100% successfully processed within 15 days</b>	
					4 = 100% successfully processed within 12 days	
					5 = 100% successfully processed within 10 days	
					1 = 25% street addresses allocated	
					2 = 75% street addresses allocated	
					3 = <b>100% street addresses allocated</b>	
					4 = Community involvement with Community Development Department	

<sup>16</sup> Excluding identified properties where allocation of street addresses on identified properties require street naming that is dependent on public participation and Approved MayCom Reports

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**STRATEGIC PERFORMANCE OBJECTIVES**  
TOTAL WEIGHTING = 50%

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
7	National Treasury proposed indicators CIRCULAR 88 INDICATORS <sup>17</sup>	7.1	Number of Circular 88 Indicators achieved as per the SDBIP (2 <sup>18</sup> indicators)	2 Indicators	5 = Approved MayCom reports authorising the Street Names to be endorsed on General Plans and captured on GIS and addresses allocated 1 = 0 achieved 2 = 1 achieved 3 = 2 indicators achieved within the set turnaround time 4 = 2 achieved in less than 10 – 30 days turnaround time 5 = 2 achieved in less than 9 days turnaround time	Monthly reports as generated by the automated system
8	Accountability and Good Governance	8.1	% Implementation of the ombudsman's adjudicated recommendations <sup>19</sup>	100%	1 = less than 50% implemented within 90 days or more days 2 = 50% - 84% implemented within 90 days or more days 3 = 85% - 100% implemented within 90 days 4 = 100% implemented within 60 days 5 = 100% implemented within 30 days or less days	Quarterly dashboard of the Ombudsman's recommended cases implemented signed-off by the Ombudsman
		8.2	Percentage of agreed recommendations implemented by department emanating from concluded forensic investigation within 90 days	36% all departments	1 = less than 50% implemented within 90 days or more days 2 = 50% - 84% implemented within 90 days or more days 3 = 85% - 100% implemented within 90 days	<ul style="list-style-type: none"> <li>• GFIS Dashboard of concluded investigations</li> <li>• Copy of concluded investigation report</li> <li>• Acknowledgment of receipt by</li> </ul>

<sup>17</sup> National Treasury Requirement

<sup>18</sup> The total number of Circular 88 Key Performance Indicators to be implemented by the department in 2022/23 FY

<sup>19</sup> Department/Entity/ Employee must provide the Office of the Ombudsman with a written confirmation within 14 days of receiving the recommended corrective action stating if the recommended corrective action will be implemented or not. In the event that the recommendation will not be implemented a compressive report must be written to the Ombudsman stating why the recommended corrective action will not be implemented. The recommendations may include but not limited to negotiations, conciliation or mediation, apology, action that may result in disciplinary measures and any other justified way to obtain a settlement. Any person who fails to comply with any lawful instruction issued by the Office of the Ombudsman shall be found guilty of an offence and liable for a fine or imprisonment. Should there be no recommendations to implement, the KPI will not be scored at evaluation time.

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**STRATEGIC PERFORMANCE OBJECTIVES**  
TOTAL WEIGHTING = 50%

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
9	Good Governance	8.3	Turnaround times to respond to oversight & advisory committees' requests  GPAC MPAC GAC S79 Committees		4 = 100% implemented within 60 days 5 = 100% implemented within 30 days or less days	<ul style="list-style-type: none"> <li>clients</li> <li>Implementation plan by clients.</li> <li>Implementation/status report signed off by HOD/CEO.</li> <li>Quarterly monitoring report signed off by signed-off by the Head of GFIS</li> <li>Tracking sheet of all requests received indicating status of responses signed by secretariat/chairperson.</li> <li>POCM analysis dashboard</li> </ul>
		9.1	Audit opinion <sup>20</sup>	Unqualified Audit Report	1= Adverse Audit report <sup>21</sup> 2= Qualified Audit Report <sup>22</sup> 3= Unqualified without material findings 4= Unqualified report with audit findings classified as other matters and administrative matters 5= Unqualified audit report with no findings (clean audit)	AG Management Letter
		9.2	% Resolution of internal audit findings <sup>23</sup>		1 < 85% resolution 2 = 86% - 90% resolution 3 = 91% - 95% resolution 4 = 96% - 97% resolution 5 = 98% - 100% resolution (including no findings)	<ul style="list-style-type: none"> <li>GPAC &amp; GAC Internal Audit Report on Findings</li> <li>Minutes</li> </ul>
		9.3	% Resolution of external		1 < 85% resolution	<ul style="list-style-type: none"> <li>GAC Internal Audit Report on</li> </ul>

<sup>20</sup> The opinion may be that given for the department/entity where applicable.

<sup>21</sup> This is where AGSA is unable to and does not express an audit opinion due to uncertainty.

<sup>22</sup> This is where there is a disagreement between AGSA and COJ on fair presentation & disclosure.

<sup>23</sup> These are findings by internal audit only that are picked up on an ongoing basis.

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STRATEGIC PERFORMANCE OBJECTIVES TOTAL WEIGHTING = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
			(AGSA) audit findings <sup>24</sup>		2 = 86% - 90% resolution 3 = 91% - 95% resolution 4 = 96% - 97% resolution 5 = 98% - 100% resolution (including no findings)	<ul style="list-style-type: none"> <li>Findings</li> <li>Minutes</li> </ul>
		9.4	% Compliance with response timeliness for the submission of the Annual Performance Report <sup>25</sup>	100% compliance	1 = 90% compliance 2 = 91% - 99% compliance 3 = 100% compliance 4 = 100% compliance 2 days earlier 5 = 100% compliance 3 days earlier	GSPCR tracking report signed-off by M&E Unit Head
10	Regional Service Delivery Profile	10.1	% Monitoring of the service delivery profile aligned to Capex and Opex expenditure	New indicator	1 = 70% Service Delivery Profile developed and monitored 2 = 90% Service Delivery Profile developed and monitored 3 = 100% Service Delivery Profile developed and monitored 4 = Up to 50% of projects completed 5 > 50% of the projects completed	<ul style="list-style-type: none"> <li>Database of projects per region</li> <li>Quarterly Implementation Reports per region</li> </ul>
11	Economic sustainability	11.1	Number of SMMEs supported through the departmental projects <sup>26</sup>		1 = 10 2 = 20 3 = 30 4 = 50 5 = 70	Financial support: <ul style="list-style-type: none"> <li>Signed-off main contract or sub-contract; or</li> <li>Purchase order(s), or invoice(s) or payment report(s)</li> <li>Non-Financial Support</li> <li>Training /workshops &amp; exhibitions = attendance registers</li> </ul>

<sup>24</sup> This is for only findings classified as matters affecting audit opinion and others important matters

<sup>25</sup> Relates to response in terms of supply of full performance information as required by GSPCR for the development of the CoJ Integrated Annual Report

<sup>26</sup> **Financial support:** would be provision of contracts or sub-contracting to SMMEs or facilitating or providing funding for SMME. **Non-financial support:** Support refers to interventions provided to SMMEs and Cooperatives, which are training or workshops, support to exhibit, business development information, advice and referrals, facility usage (i.e. internet, boardroom and training room) and incubation or workspace. COJ Core Departments and Municipal Owned Entities (including their contractors and sub-contracts) collect and report data to the Department of Economic Development

BP z.k

STRATEGIC PERFORMANCE OBJECTIVES TOTAL WEIGHTING = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
12	Oversight on Municipal Entities	12.1	Number of oversight reports on cluster MEs • JDA	New indicator	1= No report 2= 1 report 3= 2 reports 4= 3 reports 5= 3 reports plus Consolidated Annual Report with recommendations/ mitigating factors and status of resolution	Non-Financial Support • Business consultation reports on Business consultation, business registration and compliance, business planning and market research, back-office support; accounting, legal; advice and mentorship, coaching, tendering assistance, funding facilitation  • Oversight reports • Consolidated Annual Report
SECTION 2: FUNCTIONAL PERFORMANCE OBJECTIVES (FPO) TOTAL WEIGHTING = 30%						
1	Procurement and Contract Management	1.1	Percentage management of contracted supplier contract within the department <sup>27</sup>		1 = contract expired without starting new procurement process 2 = Contract expired while procuring 3 = 90% management of all contracts without incurring and deviations 4 = 95% management of all contracts without incurring and deviations 5 = 100% management of all contracts without incurring and deviations <sup>28</sup>	Status of the Contracts Register Sign-off by the OGCFO
		1.2	% Compliance to acquisition of		1 = Acquisition plan	• Approved Acquisition plan

<sup>27</sup> Each department is responsible for ensuring that they have internal processes to monitor the lifespan of their supplier contracts. Contracts must always be in force for as long as the projects are ongoing to avoid Irregular Expenditure. The HoD must engage and respond to the GCFO in terms of updating the contracts register.

<sup>28</sup> New contract secured/ appointed (not through deviation or regulation 32 or 36) within a month or two of expiry of old contract.

B 2.6

STRATEGIC PERFORMANCE OBJECTIVES TOTAL WEIGHTING = 50%						
KPA No	Key Performance Area	KPI No	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
2	UJFW Strategy Implementation		goods and services as per the approved demand plan		2 = Procurement delayed 3 = 100% compliance 4 = Target met within 15 days ahead of delivery date 5 = Target met within 1 month ahead of delivery date	<ul style="list-style-type: none"> <li>Departmental Quarterly Acquisition Status Reports</li> <li>SCM Assessment reports</li> </ul>
		2.1	Percentage reduction in historical <b>Unauthorised</b> expenditure reported 30 June 2023		1 = 0% reduction 2 = 1% - 69% 3 = 70% - 75% 4 = 76% - 80% 5 = 81% - 85%	UJFW report tabled at GAC and GPAC
		2.2	Percentage reduction in current and/or new <b>Unauthorised</b> expenditure		1 = 0% reduction 2 = 1% - 69% 3 = 70% - 75% 4 = 76% - 80% 5 = 81% - 85%	
		2.3	Percentage reduction in historical <b>Irregular</b> expenditure reported 30 June 2023		1 = 0% reduction 2 = 1% - 69% 3 = 70% - 75% 4 = 76% - 80% 5 = 81% - 85%	
		2.4	Percentage reduction in current and/or new <b>Irregular</b> expenditure		1 = 0% reduction 2 = 1% - 69% 3 = 70% - 75% 4 = 76% - 80% 5 = 81% - 85%	
		2.5	Percentage reduction in historical <b>Fruitless and Wasteful</b> expenditure reported 30 June 2023		1 = 0 - 69% 2 = 70% - 89% 3 = 90% - 95% 4 = 95% - 100% 5 = 0% incurrence of fruitless and wasteful expenditure.	
2.6	Percentage reduction in current and/or new <b>Fruitless and Wasteful</b> expenditure		1 = 0 - 69% 2 = 70% - 89% 3 = 90% - 95%			

B z.k

STRATEGIC PERFORMANCE OBJECTIVES TOTAL WEIGHTING = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
3	Risk Management	3.1	% of risks action plan for departmental top strategic risks implemented towards the reduction of departmental risks		4 = 95%-100% 5 = 0% incurrence of fruitless and wasteful expenditure. 1 < 50% implemented 2 = 51% - 84% implemented 3 = 85% implemented 4 = 95% of departmental top strategic risks implemented 5 = 100% of departmental top strategic risks implemented	GRGC Risk analysis reports and Minutes
4	Departmental performance monitoring and reporting	4.1	% Of departmental SDBIP escalated matters resolved	New indicator	1 < 75% resolved 2 = 75% - 84% resolved 3 = 85% - 89% resolved 4 = 90% - 99% resolved 5 = 100% resolved	Mitigation plans reflecting the status of resolution signed by the HoD approved by the CM
5	Policies	5.1	% Management <sup>29</sup> of policies in the department	New indicator	1 < 85% (some policies expired/not implemented) 2 = 85% (some policies reviewed after 1 month of expiry) 3 = 100% (all policies implemented/valid/merged/reviewed within 1 month before expiry) 4 = 130% (all policies implemented/valid/merged/reviewed within 15 days before expiry) 5 = 150% (all policies implemented/valid/merged)	<ul style="list-style-type: none"> <li>Database of all policies and their status</li> <li>Progress reports</li> </ul>
6	mSCOA reporting	6.1	% Compliance with mSCOA reporting timelines	15% compliance	1 < 80% Compliance with mSCOA data quality for NT strings submission 2 = 80% Compliance with mSCOA data quality for NT strings submission	Quarterly mSCOA compliance reports

<sup>29</sup> Management entails implementation, timeous reviews and merging and / or discarding redundant policies where applicable.

B 2.2

STRATEGIC PERFORMANCE OBJECTIVES TOTAL WEIGHTING = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					3= 85% Compliance with mSCOA data quality for NT strings submission 4= 90% Compliance with mSCOA data quality for NT strings submission 5= 100% Compliance with mSCOA data quality for NT strings submission	
SECTION 3: CORE COMPETENCY REQUIREMENTS (TOTAL WEIGHTING = 20%)						
Financial Competence (Compulsory)						
1	Expenditure Management	1.1	% Spent of allocated departmental Opex budget	88%	1 < 93% Opex spent 2 = 93% - 94% Opex spent 3 = 95% - 97% Opex spent 4 = 98% - 99% Opex spent 5 = 100% Opex spent	<ul style="list-style-type: none"> <li>SAP Report</li> <li>Midyear and Annual financial expenditure report by Group Finance</li> </ul>
		1.2	% Spent of allocated departmental Opex budget		1 < 93% Opex spent 2 = 93% - 94% Opex spent 3 = 95% - 97% Opex spent 4 = 98% - 99% Opex spent 5 = 100% Opex spent	<ul style="list-style-type: none"> <li>SAP Report</li> <li>Midyear and Annual financial expenditure report by Group Finance</li> </ul>
		1.3	Percentage of valid departmental invoices paid	95.73%	1 = 90% of valid invoices paid within 30 days 2 = 92% of valid invoices paid within 30 days	Midyear and Q4 Finance Reports on UIFWs.

OP 212

**STRATEGIC PERFORMANCE OBJECTIVES**  
TOTAL WEIGHTING = 50%

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
			within 30 days of submission to Group Finance for payment <sup>30</sup>		3 = 95% of valid invoices paid within 30 days of invoice date 4 = 96-99% of valid invoices paid within 30 days 5 = 100% of valid invoices paid within 30 days	
<b>People Management and Empowerment (Compulsory)</b>						
2	Skills Development	2.1	% Implementation of skills development initiatives for CoJ employees <sup>31</sup>		1 < 80% (Establishment of a Departmental Training Committee) 2 = 80% (Development and sign off a Departmental Workplace Skills Plan) 3 = 85% Implementation (of a Departmental Workplace Skills Plan <sup>32</sup> ) 4 = 90% implementation (of Departmental Workplace Skills Plan and all competency gaps identified in the skills audits including for level 5 – 6 employees <sup>33</sup> ) 5 = 95% implementation (of all competency gaps identified in the skills audits including for level 5 – 6 employees)	<ul style="list-style-type: none"> <li>• Terms of Reference, Minutes, Agendas for the Training Committee.</li> <li>• Signed Compliant WSP</li> <li>• Annual Training Reports reflecting status and levels trained.</li> </ul>
3	Performance and People Management	3.1	% Compliance to the performance management cycle as per the policy for employees of the CoJ <sup>34</sup> in the department	22.50%	1 = <65% 2 = 65% - 84% 3 = 85% - 100% 4 = 100% compliance, up to 50% of employees achieved 3.1 or more on their set targets	<ul style="list-style-type: none"> <li>• Assessment report by GCSS</li> </ul>

<sup>30</sup> By paying service provider within required 30 days, there will be a reduction or elimination of unnecessary auditing findings which will lead to improved control environment within SCM and City as a whole. Each department must ensure that submission of invoices to Group Finance are not delayed. The Finance Manager must ensure that the invoice meets all requirements, and all relevant attachments are submitted with the invoice to avoid it being rejected by the Merchants thereby causing a delay in the payment. The department is liable for this compliance.

<sup>31</sup> Some Skills Audit interventions will be handled centrally by HCM, but departments will be responsible for budgets. Other interventions will be implemented via the departmental WSP – own training budgets, VIA Line Managers and HR Field through training budget. This includes other training initiatives, e.g. ILP and others.

<sup>32</sup> General training to improve skills including Individual Learning Plans trainings.

<sup>33</sup> This is specific to outcomes of the skills audits conducted. The HoD must ensure that employees within the department comply and participate as per the GCSS programme.

<sup>34</sup> This is performance for the entire staff complement in the department unless specified otherwise for departments with very large numbers of employees.

*B 2.1*

STRATEGIC PERFORMANCE OBJECTIVES TOTAL WEIGHTING = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		3.2	% Establishment of the Departmental Management Committee	New indicator	5 = 100% compliance, more than 50% of employees achieved 3.1 or more on their set targets 1 = < 65% (Draft TORs in place) 2 = 66% - 84% (Approved TORs) 3 = 85% - 100% (Committee members appointed and induction meeting held) 4 = First (or midyear) assessment done 5 = Final assessment done	<ul style="list-style-type: none"> <li>Approved Departmental TOR's</li> <li>Appointment letters</li> <li>Agenda and minutes of meetings</li> </ul>
		3.3	Percentage of disciplinary cases resolved within 120 days <sup>35</sup>		1 = ≥ 75% 2 = 76 - 80% 3 = 81 - 85% 4 = 86 - 90% 5 = 91 - 100%	<ul style="list-style-type: none"> <li>Appointment letters of Prosecutor and Presiding Officer</li> <li>Disciplinary sanction</li> </ul>
4	Employee safety	4.1	Percentage compliance to SHE Policy/ Directives to promote health and safety in the department <sup>36</sup>		1 < 60% compliance to SHE audits 2 = 60-79% compliance to SHE audits 3 = 80% - 89% compliance to SHE audits 4 = 90% - 94% compliance to SHE audits 5 = 95% - 100% compliance to SHE audits	Quarterly assessment reports by SHELA & FCM tabled at EMT
<b>Change Management (optional)</b>						

<sup>35</sup> The counting begins with the charge (charge sheet date) laid on the employee up to the day of approval by the Chairperson and committee, of the recommended disciplinary action to be implemented.  
<sup>36</sup> This relates to prevention of workplace incident classified as disabling injuries and fatalities by Group SHE. The department to provide the following documents to Group SHE to determine the compliance level of the department

- I. List of employees attended training for SHE representatives' course, First Aids, Evacuation Marshalls, and Fire Fighting
- II. Minutes confirming employees attending SHE Committee meeting
- III. Progress report on the implementation of the recommended corrective measures
- IV. SLA with JPC to address repairs and maintenance matters of the building
- V. List of employees referred to Group SHE for pre-employment medical examination, periodic and exit medical examination
- VI. Reporting of injury on duty cases/claims to COVID office within 2 days after the incident
- VII. List of employees provided with Personal Protective Equipment
- VIII. Reporting of employees tested positive for COVID-19
- IX. Reporting of employees vaccinated for COVID-19
- X. Confirmation of provision desk screen to maintain social distancing

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**STRATEGIC PERFORMANCE OBJECTIVES**  
TOTAL WEIGHTING = 50%

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
5	Human Capital Management and Empowerment	5.1	% Compliance with the implementation of EE in departments	40%	1 < 40% <sup>37</sup> 2 = 41% - 59% <sup>38</sup> 3 = 60% - 79% <sup>39</sup> 4 = 80% - 99% <sup>40</sup> 5 = 100% <sup>41</sup>	<u>Departmental Level</u> <ul style="list-style-type: none"> <li>Approved Departmental Action Plan.</li> <li>Manco/SMT Minutes</li> <li>Training Manuals &amp; Presentations</li> <li>DEE&amp;SDF and/or Quarterly Staff meetings' minutes &amp; Annual Schedules</li> <li>Signed Quarterly Progress reports</li> </ul> <u>EE Office Level</u> <ul style="list-style-type: none"> <li>Training Manuals &amp; Presentations</li> <li>Annual EE Report (EEA2 &amp; EEA4)</li> <li>City Group Quarterly Progress reports by EE Unit tabled at EMT</li> <li>Close out report</li> </ul>
6	Disability Mainstreaming	6.1	% Attraction of suitably qualified People with Disabilities (PWDs) within departments (including measures to enhance universal access and reasonable accommodation)	New	1 = 0% - 19% <sup>42</sup> 2 = 20% - 45% <sup>43</sup> 3 = 46% - 79% <sup>44</sup> 4 = 80% - 99% <sup>45</sup> 5 = 100% <sup>46</sup>	<ul style="list-style-type: none"> <li>Training Manuals &amp; Presentations</li> <li>Signed Quarterly Progress reports</li> <li>Recruitment reports</li> <li>SAP Reports</li> <li>Memorandum of Understanding (MOU) or Partnership Agreements</li> </ul>



<sup>37</sup> Establish functional EE, Disability and Gender structures and development of the EE Annual Action Plan on the achievement of identified AA Measures.  
<sup>38</sup> Developing measures of compliance with set EE (gender and racial targets) in line with the City's Approved EE Plan.  
<sup>39</sup> Consultation with the Departmental EE & Skills Development Forum and/or feedback with the general staff members on EE & Skills Development issues. (This includes awareness campaigns and training done in the department)

<sup>40</sup> Training done in line with the employee's upward mobility requirements.  
<sup>41</sup> Plan and celebrate annual transformation events e.g., Women's Day, 16<sup>th</sup> Days of Activism against Women and Children Abuse, National Disability Day etc.

<sup>42</sup> Identify position targeted for suitably qualified PWDs across occupational levels i.e., from Unskilled to Senior Management occupational levels.  
<sup>43</sup> Awareness creation on Disability to all employees within the department.  
<sup>44</sup> 0 - 1% of total staff compliment as an improvement to the minimum 2% Disability target  
<sup>45</sup> >1% of total staff compliment as an improvement to the minimum 2% Disability target

<sup>46</sup> Partnership with external organisation to recruit disability learners or to improve on workplace accessibility

B Z.K

STRATEGIC PERFORMANCE OBJECTIVES					
TOTAL WEIGHTING = 50%					
KPA No	Key Performance Area	KPI No	Key Performance Indicators (KPIs)	Target	Means of Verification
<b>Customer Orientation and Customer Focus (Compulsory)</b>					
7	Customer satisfaction	7.1	Percentage increase in satisfaction levels <sup>47</sup>	62%	Satisfaction results
<p>1 = decrease.            2 &lt; 1% increase or no change            3 = 1% increase.            4 = 2% increase.            5 = &gt; 2% increases.</p>					
<p>By signing this performance scorecard, the manager and employee hereby indicate their full understanding of, and agreement with the contents of the scorecard. The manager and the employee both acknowledge that this is in full compliance with the City's Performance Management Policy.</p>					
Mr Zunaid Khan Executive Director		Signature: 		Mr Floyd Brink City Manager	Signature: 
				Date: 19 July 2023	

<sup>47</sup> Every two years the Quality-of-Life survey is conducted in partnership with GCRO and GPG; and in alternate years a Customer Satisfaction Survey is carried out by COJ with a private sector service provider. 2021/22 (Customer satisfaction survey), 2022/23 (Polling survey) 2023/24 (Quality of Life survey), 2024/25 (Customer satisfaction survey) 2025/26 (Quality of Life survey). An action plan for implementation will be developed following the finalisation of survey results.

Z.L.