



UMUZIWABANTU MUNICIPALITY

**PERFROMANCE AGREEMENT
OF
THE MUNICIPAL MANAGER,
MR THEMBINKOSI PATRICK CELE**

S.N

HP LSZ

S.L

AJ

GM

UMUZIWABANTU MUNICIPALITY

2026 / 2027 PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE UMUZIWABANTU LOCAL COUNCIL

(" The employer")

REPRESENTED BY THE MAYOR;

CLLR L S ZUNGU

DULY AUTHORIZED IN TERMS OF SECTION 57 (1) (B), (4A), (4B) AND (5) OF THE
LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT NO. 32 OF 2000 AS WELL AS
THE EMPLOYMENT CONTRACT ENTERED INTO BETWEEN THE PARTIES

AND

THE MUNICIPAL MANAGER

THEMBINKOSI PATRICK CELE

("The employee")

FOR THE

FINANCIAL YEAR: 1 JULY 2026 – 30 JUNE 2027

TPC SA GM

S.N

HP 182

S.L

AJ

ACRONYMS

BEE	-	Black Economic Empowerment
CCR	-	Core Competency Requirement
CFO	-	Chief Financial Officer
DMM	-	Deputy Municipal Manager
EXCO	-	Executive Committee
GM	-	General Manager
HOD	-	Head of Department
IDP	-	Integrated Development Plan
KPA	-	Key Performance Area
KPI	-	Key Performance Indicators
LED	-	Local Economic Development
MSA	-	Municipal Systems Act no. 32 of 2000
Nedlac	-	National Economic Development and Labour Council
OPMS-		Organisational Performance Management System
PA	-	Performance Agreement
PDP	-	Personal Development Plan
PIMS-		Planning Implementation and Management Support
PP	-	Performance Plan
RSA	-	Republic of South Africa
SCM	-	Municipal Supply Chain Management Policy
SDBIP	-	Service Delivery and Budget Implementation Plan

TPUSA GM

S.N

HP 152

S.L RJ

DEFINITIONS

- Ruling Language** - Refers to the language parties to the contract choose to use as a medium for formal communication between them.
- Financial Year** - Refers to the 12-month period which the organization determines as its budget year.
- Director** - Refers to the Head of Department
- Department** - Office of the Municipal Manager
- The employee** - Refers to **THEMBINKOSI PATRICK CELE**
- The employer** - Refers to **UMUZIWABANTU** Local Municipality

INTERPRETATION

In this agreement, unless the context clearly indicates a contrary intention:

- The head notes are for reference purposes only and shall not affect the interpretation of any part hereof.
- The singular includes the plural and vice versa
- A reference to one gender includes the other genders.
- Any schedules and annexure shall be initialled by the parties for the purposes of identification and form part of this agreement as if specifically included herein.

GENERAL PROVISIONS

1. INTRODUCTION

- 1.1 The Employer has entered a contract of employment with the Municipal Manager for a period of 3 years, 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 Municipal Systems Act, read with the contract of employment concluded between the parties, requires the parties to conclude an annual performance agreement. That the parties hereby agree to have this contract developed in terms of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly accountable to Municipal Managers, 2006.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Manager reporting to the Municipal Manager representing the municipality, to a set of actions that will secure local government policy goals.
- 1.4 This performance agreement is between **MR THEMBINKOSI PATRICK CELE (ID NO. 7003105635087)** the Municipal Manager, and **UMUZIWABANTU LOCAL MUNICIPALITY**, represented by His Worship the Mayor, **CLLR L S ZUNGU** is for 1 July 2026 to 30 June 2027 financial year only. The expected performance reflected in this contract is based on the Reviewed Integrated Development Plan 2026/2027 and approved 2026/2027 Service Delivery and Budget Implementation Plan. The aforementioned documents have been adopted as the working documents of Umuziwabantu Local Municipality and therefore, shall be the basis of the performance assessment.

2. STRATEGIC OBJECTIVE.

The Municipal Manager has the overall responsibility of ensuring overall management of all the divisions and sections of the department and that the department executes its functions properly and that all sections get assisted and co-ordinated to reach their targets as set out in the Service Delivery and Budget Implementation Plan.

PERFORMANCE CONTRACT OF THE MUNICIPAL MANAGER

He also has a duty to support the mayor as the vision of the municipality will not be realized if he does not perform his duties. The employee agrees to participate in the Performance Management System that the employer has adopted. The employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards.

As the head of the administration, the Municipal Manager is subject to the policy directions of the Municipal Council, responsible and accountable, *inter alia* for:

- The formation and development of economical, effective, efficient and accountable departments.
- The management of the Department's administration in accordance with all legislation and policy applicable to the municipality.
- The management of the provision of services to the local community in a sustainable and equitable manner.
- The implementation of municipal plans including but not limited to, the IDP, Performance Management Plan and Service Delivery and Budget Implementation Plan.
- The appointment of staff other than those referred to in Section 56 and 57 of the Systems Act, subject to the Employment Equity Act, 1998 (Act No. 56 of 1998).
- The management, effective utilization and training of staff.
- Maintenance and discipline of staff.
- Promotion of sound labor relations and compliance by the municipality with applicable labor legislation
- Advising the political structures and political office bearers of the municipality.
- Managing communications between the municipality's administration and its political structures and political office bearers.
- Carrying out the decisions of the political structures and political office bearers of the municipality.
- The exercise of any powers and the performance of any duties delegated by the municipal council, or sub-delegated by other delegating authorities of the municipality in accordance with legislation.
- Facilitating participation by the local community in the affairs of the municipality.
- Developing and maintaining a system whereby community satisfaction with municipal services is assessed.
- The implementation of national and provincial legislation applicable to the municipality.
- All income and expenditure of the municipality.
- All assets and the discharge of all liabilities of the municipality, and

IPC 84 Gm
6 | Page

SN

HR

LS2

S. L

AJ

- Proper and diligent compliance with the Municipal Finance Management Act and all other relevant legislation.

3. PERFORMANCE BONUS & ANNUAL SALARY ADJUSTMENT

If the Municipal Manager performs / achieves outstanding performance, he shall qualify for the annual performance bonus in accordance with the contract of employment entered between Umuziwabantu Municipality and the Municipal Manager on 15th of October 2024 as well as the results of the performance evaluation agreed to in this contract. The acceptability of the level of his performance or otherwise shall be determined and declared by the performance evaluation team in accordance with the provision of this agreement, following the receipt of a report on the Municipal Manager's achievement or otherwise of the KPIs as reflected in Annexure "A" of this contract.¹

The attached Annexure "A" and referred to above has listed Key Performance Areas (KPAs) and Core Competency Requirements (CCRs) that are worth 100 points. Each KPA consists of Key Performance Indicators and CCR that have different weightings.

A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance. In determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator; provided that:

- I. A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9% and
- II. A score of 150% and above is awarded a performance bonus ranging from 10% to 14%

In the case of unacceptable performance, the employer shall:

- a) Provide systematic or developmental support to assist the employee to improve his performance; and
- b) 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 Director on grounds of unfitness or incapacity to carry out his or her duties

A performance bonus for outstanding performance or an in-kind recognition of effective performance shall only be affected after,

- I. The annual report for the financial year under review has been tabled and adopted by the municipal council.
- II. An evaluation of performance in accordance with the provisions of regulation 23 and this contract; and
- III. Approval of such evaluation by the municipal council as a reward for outstanding performance or effective performance.

The increment for 2026/2027 financial year shall be based on clauses in the Municipal Manager's employment contract concluded between him and Her Worship the Mayor, Councillor Dixie Nciki and the provisions of the Local Government: Municipal Performance Regulations for Managers directly accountable to Municipal Managers, 2006. The employer shall grant annual salary adjustment linked to a cost-of-living adjustment based on market indicators which is not performance based, upon the signing of performance contract. The increment shall only be affected upon receipt of ministerial determination.

EVALUATING PERFORMANCE

The evaluation of the employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

The annual performance appraisal will involve:

- I. Assessment of the achievement of results as outlined in the performance plan.
- II. Assessing the extent to which the specified standards or KPIs have been met with due regards to ad-hoc tasks that had to be performed under the KPAs and CCRs.

The criterion upon which the performance of the employee shall be assessed consists of two components, both of which shall be contained in the performance plan: -

- I. The employee must be assessed against both components, with a weighting of **80:20** allocated to the KPAs and the CCRs respectively.
- II. Each area of assessment will be weighted and will contribute a specific part to the total score.

A five-point rating scale to be used for both KPAs and CCRs is the following:

PERFORMANCE CONTRACT OF THE MUNICIPAL MANAGER

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding Performance	Performance far exceeds the standard expected of an employee at this level. The key 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 the PA and Performance Plan.					
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring					

SN

HP USZ

S. L

AJ

		performance up to the level expected in the job despite management efforts to encourage improvement.					
--	--	--	--	--	--	--	--

The performance bonus payment shall be categorized in two bands with some ranges per band as per the applicable assessment rating calculator.

4. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as **Annexure "C"**.

5. CONSEQUENCE OF SUBSTANDARD PERFORMANCE

5.1 Where the employer, at any time during the MM's employment, is not satisfied with the MM's performance with respect to any matter dealt within this Agreement, the employer will give notice to the MM to attend a monitoring and review meeting.

5.2 The MM will have the opportunity at the meeting to satisfy the Mayor or the monitoring and evaluation team of the measures being taken to ensure that his performance becomes satisfactory and any program, including any dates, for implementing these measures.

5.3 The Municipal Council will consider an unqualified audit outcome as a minimum standard; however Council will further consider outcomes and recommendations of the performance assessments committee for the payment of performance bonuses.

5.4 Consequence management shall be implemented in respect to unauthorised, irregular, fruitless and wasteful expenditure as guided by section 32 of the MFMA.

6. RULING LANGUAGE

The contract is made out in the English language, which shall be the ruling language. All correspondence between the parties to this contract and all reports and documents pertaining to this contract shall be in English language.

SN

HP

CS2

S.L

AJ

7. TERM OF CONTRACT

This contract shall be deemed to have been entered into on the 1st of July 2026 and will expire on the 30th of June 2027. The parties will conclude a new performance agreement that replaces this Agreement by not later than 31 July 2027. This Agreement will terminate on the termination of the MM's contract of employment for any reason.

8. LIMITATIONS OF THE CONTRACT

This contract is an agreement between the employer and the Municipal Manager about the expected performance of the latter during the specified term. This contract is subject to the employment contract which the Municipal Manager entered on accepting his position and to the South African constitution. In the case of any ambiguity, the employment contract shall prevail over this performance contract. Nothing contained in this Agreement in any way limits the right of the employer to terminate the MM's contract of employment with or without notice for any other breach by the MM of his obligations to the Municipality or for any other valid reason in law.

9. MONITORING AND EVALUATION

The monitoring and performance reviews for each quarter as determined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, 2006 shall be comprised of the Municipal Manager, and their brief will be to assess the performance of the MM in line with the performance requirements as outlined in Annexure "A" of this contract. Despite the in-year reviews, the employer shall establish an assessment team to conduct an annual performance review.

The team to conduct an annual assessment shall be composed as follows:

- I. Mayor
- II. Chairperson of the performance/audit committee
- III. Member of the executive committee
- IV. Municipal Manager from one of the local municipalities in our jurisdiction

10. DISPUTE RESOLUTION

In case of disputes, which cannot be resolved through negotiations and mediation, the employee has a right to refer the case to the Mayor who must settle the case within thirty (30) days of receipt of a formal written dispute referral. The decision of the Mayor shall be deemed final and binding on both parties.

11. JURISDICTION

Regardless of the place of execution, performance or domicile of the parties, this contract and all modifications and amendments hereof shall be governed by and construed under and in accordance with the laws of the Republic of South Africa.

12. WHOLE AGREEMENT

The parties to this contract agree that this contract constitutes the whole agreement and arrangement for the performance of the Municipal Manager with effect from 01 July 2026.

No agreement, varying, adding to, deleting from or cancelling this contract, shall be effective unless reduced to writing and signed by both parties. The following appendices attached to this contract will have the same force and effect as if they were written in this section of the contract:

ANNEXURE A: PERFORMANCE PLAN

ANNEXURE B: CORE COMPETENCY REQUIREMENTS (CCR'S)

ANNEXURE C: PERSONAL DEVELOPMENT PLAN

APPENDIX 1: OBLIGATIONS OF PARTIES AND UNFORESEEN CONDITIONS

APPENDIX 2: COMMITMENT OF TEAM REPORTING DIRECTLY TO THE OFFICE OF THE MUNICIPAL MANAGER

12/4/2026

S.N

HP

LSZ

S.L

AJ

PERFORMANCE CONTRACT OF THE MUNICIPAL MANAGER

SIGNED at Harare on this 01 day of July 2026.

THE MUNICIPAL MANAGER

Signature: 

Name Printed: THEMBINKOSI PATRICK CELE

WITNESSES

1. Signature:  Name Printed: SISTER GLIMIS SHUMBA

2. Signature:  Name Printed: SOMABILE MKHIZE

.....

FOR AND ON BEHALF OF UMUZIWABANTU LOCAL MUNICIPALITY

HER WORSHIP THE MAYOR, CLLR L S ZUNGU

Signature:  _____

Name Printed: Lindelani Siboniso Zungu

WITNESSES

1. Signature:  _____

Name Printed: SIMAMISA LUNA

2. Signature:  _____

Name Printed: APHILE JALI

.....

SN

LSZ

S.L

AJ

TPC S1 GM

ANNEXURE A

PERFORMANCE PLAN FOR THE FINANCIAL YEAR 2026/2027

KEY PERFORMANCE AREAS (KPAs)

- BASIC SERVICE DELIVERY
- MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT
- FINANCIAL VIABILITY AND MANAGEMENT
- GOOD GOVERNANCE AND COMMUNITY PARTICIPATION
- LOCAL ECONOMIC DEVELOPMENT

S.N LSZ S.L ~~AJ~~

TPC 84 Gm
15 | Page

PERFORMANCE AGREEMENT OF THE MUNICIPAL MANAGER, MR T P CELE FOR THE YEAR ENDING
30 JUNE 2027

S.N

HP

CS2

S.L

AJ

TPC SA GM

S.N

HP

S.L

灯

TPC 54 Gm

ANNEXURE "B"

CORE COMPETENCY REQUIREMENTS (CCR's) AND KEY PERFORMANCE AREAS

KEY PERFORMANCE AREAS FOR THE MUNICIPAL MANAGER	WEIGHTING	SCORE
Good Governance and Public Participation	20	
Municipal Financial Viability and Management	20	
Basic Service Delivery	20	
Municipal Transformation and Institutional Development	20	
Local Economic Development	20	
TOTAL	100%	

SN HP CSZ S.L. AJ

PLSH GM

LEADING CORE COMPETENCIES:

LEADING COMPETENCIES		
STRATEGIC DIRECTION AND LEADERSHIP	▪ Impact and influence ▪ Institutional performance Management ▪ Strategic Planning and Management ▪ Organizational awareness	WEIGHT %
		20
PEOPLE MANAGEMENT	▪ Human Capital planning and Development ▪ Diversity Management ▪ Employee relations Management ▪ Negotiation and dispute Management	15
PROGRAM AND PROJECT MANAGEMENT	▪ Program and Project planning and Implementation ▪ Service Delivery Management ▪ Program and Project Monitoring and Evaluation	15
FINANCIAL MANAGEMENT	▪ Budget planning and Execution ▪ Financial strategy and Delivery ▪ Financial reporting and Monitoring	20
CHANGE LEADERSHIP	▪ Change Vision and Strategy ▪ Process design and improvement ▪ Change impact, Monitoring and Evaluation	15
GOVERNANCE LEADERSHIP	▪ Policy Formulation ▪ Risk and Compliance Management ▪ Cooperative Governance	15
TOTAL		100%

S.N

HP L82 AJ

HP L82 AJ

PERFORMANCE CONTRACT OF THE MUNICIPAL MANAGER

ACHIEVEMENT LEVELS									
ACHIEVEMENT LEVEL	DESCRIPTION				RATING				
BASIC		Applies basic concepts, methods and understanding of local government operations, but requires supervision and development intervention.			1	2	3	4	5
COMPETENT		Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses.			1	2	3	4	5
ADVANCED		Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses.			1	2	3	4	5
SUPERIOR		Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change. Develops and applies comprehensive concepts and methods.			1	2	3	4	5

S.N

HP 682

S.L

AJ

PPC Sy GM

ANNEXURE "C"

2026/2027 PERSONAL DEVELOPMENT PLAN

NAME : THEMINKOSI PATRICK CELE

JOB TITLE : THE MUNICIPAL MANAGER

EMPLOYER : UMUZIWABANTU LOCAL MUNICIPALITY

COMPETENCY TO BE ADDRESSED	PROPOSED ACTIONS	TIME-FRAME	EXPECTED OUTCOME
Strategic leadership; public-sector governance; policy analysis; research and evidence-based decision-making; organisational performance management; public administration; programme/project management; strategic planning; change management; ethical leadership; institutional governance; critical thinking;	To enrol in a PhD in Public Management to strengthen the competencies already acquired.	2027-2029	Contributions to the body of knowledge and research with significance of empirical evidence

S.N

JP

682

S.L

75

PC 81 am

PERFORMANCE CONTRACT OF THE MUNICIPAL MANAGER

problem-solving; advanced research			
Labour-law compliance; employment relations; dispute resolution; collective bargaining; disciplinary procedures; grievance handling; employee rights; industrial relations; interpretation and application of legislation; legal risk management; negotiation; workplace policy development	Labour Law		Improved ability to manage employment relations lawfully and fairly, reduce legal and labour-relations risks, resolve disputes, manage disciplinary and grievance processes, and support sound workplace policies.
Training and development; learning needs analysis; competency development; instructional design; workplace learning; skills development; assessment; facilitation; career development; talent development; learning programme evaluation; organisational development; performance improvement	Occupational Directed Education Training and Development Practice		Improved organisational design and skills development as a practice.

S.N

HP

CSZ

S.L

AJ

PPC 84 Gm

APPENDIX 1

1. Obligations of the Employer (Key Assumptions)

1.1 Office Accommodation

1.2 Office Accommodation

During the full period of the performance agreement, the employer shall provide

Adequate office accommodation for the MM. The occupational cost, including the attendant ground rent obligations, will be borne by the Employer.

1.3 Personnel

The employer shall be required to hire support staff to help the MM.

1.4 Facilities and Equipment

1.4.1 During the full period of the performance contract, the employer shall avail to the MM all existing facilities and equipment which he will need in executing his duties.

1.4.2 The employer shall be required to hire support staff to help the MM.

1.5 Other provisions

1.5.1 Approvals

The Employer shall make a decision/comment on items submitted for approval/comment within two (2) weeks of receipt of the items.

1.5.2 Tasks to the Employer

The employer undertakes to execute all crucial activities that fall under his responsibility as required by this contract in order not to derail the continuity of office operations. If there is failure on the employer's part and the MM feels that the attainment of targets of this contract is at stake, the two parties will meet and agree on the way forward.

1.5.3 Substitution of the MM

The employer reserves the right to take appropriate action to replace the MM as per the employment contract of the MM.

SN

HP

LS2

S.L

AT

1.6 Obligations of the Municipal manager and Conditions of service

- 1.6.1 The Municipal Manager shall be the Head of Administration, subject to the conditions of service as stipulated by the employer. The conditions of service of the Municipal Manager shall include, but not be restricted to:
- 1.6.1.1 Setting specific performance targets for employees reporting directly to the Municipal Manager.
 - 1.6.1.2 Advising the Mayor on all matters related to the administration of the municipality, including progress made in the implementation of the approved service delivery and budget implementation plan (SDBIP).
 - 1.6.1.3 Setting and monitoring of performance indicators for the municipality and executing corrective measures as and when necessary.
 - 1.6.1.4 Ensuring that the municipality's office assets and facilities are properly maintained and kept in good working condition.
 - 1.6.1.5 Ensuring the provision of high-quality municipal services in a cost-effective manner within agreed or prescribed time frames.
 - 1.6.1.6 Ensuring the preparation, completion and submission of performance reports to the appropriate municipal structures and /or oversight bodies quarterly as required by the applicable legislation, policies and procedures for information and review purposes.
 - 1.6.1.7 Assessing and reviewing the performance of designated staff where necessary in accordance with the Municipality's approved performance management system.
 - 1.6.1.8 Preparing and overseeing the implementation of the municipality's budget and, once approved, ensuring adherence thereto in accordance with applicable legislation and municipal policies.
 - 1.6.1.9 Implementing strategies to improve the municipality's reporting systems.
 - 1.6.1.10 Attending meetings, functions and other official occasions on behalf of the Municipality or as otherwise authorised by relevant municipal structures.
- 1.6.2 The Municipal Manager shall ensure that the municipal staff has access to, and is well informed about the disciplinary procedures, policies and applicable conditions of service.
- 1.6.3 Making recommendations, where applicable, regarding the appointment of staff within the municipality in accordance with the approved organisational structure, applicable legislation and municipal policies.
- 1.6.4 Determining the optimum staff level necessary for the accomplishment of targets and advising the employer on reduction or increase of staff in the office. Staff restructuring or reduction will utilize the existing municipal 'staff pool' as will be mutually agreed between the employer and the MM in fulfilment of the current staff reduction/retainment

S.N

JP

CS2

S.L

AJ

24 | Page

TPC 41 GM

policy. If such staff are to be laid off due to the staff reduction policy, the cost of severance and other terminal benefits shall be borne by the employer as required by the Labour Laws of RSA.

- 1.6.5 Carrying out all the necessary office staff training as shall be mutually agreed with the employer.

2. Standard of Service

- 2.1.1 The Municipal Manager shall exercise all his skills, reasonable care, responsibility and diligence in discharge of his duties under this contract. The MM shall do so with sound professional conduct in accordance with generally accepted standards.

- 2.1.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the MM in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

2.2 Supervision of Personnel in the Municipality

The MM undertakes to supervise personnel in the office. If he is dissatisfied with the performance of any staff, provisions of the relevant internal policy and legislative framework of the RSA shall apply.

2.3 Targets and Milestones

- 2.3.1 The Municipal Manager shall do all in his power to achieve the targets and milestones indicated in the municipal IDP, SDBIP and Performance Management System.

- 2.3.2 The Municipal Manager undertakes to achieve the parent targets, which shall be directly related to the expected improvement in the level of services and therefore improvement in the quality of life within the municipality. The parent targets are those defined as performance requirements in Section 4 of this contract.

2.4 Reporting

- 2.4.1 The Municipal Manager shall submit detailed quarterly reports on the operation of the municipality to relevant structures. The reports shall include details of achievement of targets and milestones for that quarter for information purposes.

J.N

HP

LSZ

S.L

AJ

Tpc & GM

The quarterly report should reach the employer within one month after the quarter in question has lapsed.

2.4.2

The Municipal Manager also undertakes to submit any other report/s as required by the relevant structures

2.5 Expenditure

The Municipal Manager shall be responsible for the implementation of the approved operational and capital budget of the municipality.

3. Maintenance of Assets (fixed and movable) in the Municipality

The MM shall be responsible for **the** maintenance of assets within the municipality whilst the Municipal manager having authority to enter into service contracts with service providers to carry out such maintenance.

3.1 Purchases

3.1.1

The MM undertakes to utilize the most recently approved Municipal Supply Chain Management Policy (SCM) to handle all procurement within the municipality, according to the provisions of this contract. No procurement shall be allowed to proceed outside of the approved SCM policy, and the Municipal Internal Audit shall ensure that no payments are affected contrary to this arrangement.

3.2 Books and Records

The MM shall keep accurate books and records of all finance operations and shall permit the employer to inspect them and make copies where necessary.

3.3 Financial Procedures

3.3.1

The financial year shall commence on the 1st July 2026 and end on the 30th of June 2027; such period, defined as the financial year, shall be used for purposes of budgets, expenditures, cash flows and other operational requirements.

3.3.2

The employer reserves the right to ensure that finances are operated in accordance with the government's financial regulations and can utilize the services of an auditor in this regard.

3.3.3

The MM must ensure strict adherence to all approved municipal financial policies, including issues of cost effectiveness, cost efficiency and over expenditure.

S.U

HP

LS2

S.L

AS

TPC Sy GM

3.4 Budget

- 3.4.1 During the budget process, the Municipal Manager shall make the necessary submissions to Treasury reflecting the projected financial needs of the municipality for the following financial year.
- 3.4.2 The approval of the departmental budget shall constitute the authority to the Director to incur expenditure accordingly and in line with the performance targets indicated in this performance contract.

3.5 Liability

- The MM shall be responsible towards the municipality for the performance of services in accordance with the provisions of this contract, subject to the following limitation.
- 3.5.1 The MM shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any personnel in his department in the course of duty or anybody subcontracted by the municipality.

2. OTHER PROVISIONS

Unforeseen conditions

There may be some unforeseen conditions necessary for the success of this performance contract. If either party discovers such circumstances during operation of this performance contract, the matter shall be brought to the attention of the other, in writing. A meeting, whose timing shall be mutually agreed, shall then be convened to discuss the outstanding issues. The minutes of such a meeting shall form an addendum to this contract.

S.W

HP

CSZ

S.L

AJ

TPC
SH
GM

APPENDIX 2

Commitment of Management Team reporting directly to the Office of the Municipal Manager

1. I, Sonwabile.....as the Director Technical Services, hereby make this commitment to support the Municipal Manager, Mr Thembinkosi Patrick Cele, to achieve targets as set in this performance contract between him and the employer. As a support manager, I understand that his targets are impossible to achieve without my full support and co-operation. I therefore accept both our individual and collective responsibilities towards the attainment of the set targets.

Signed by



Mr Sonwabile Goodman Mkhize

Director Infrastructure & Planning

.....

2. I,as the Director of Corporate Services, hereby make this commitment to support the Municipal Manager, Mr Thembinkosi Patrick Cele, to achieve targets as set in this performance contract between him and the employer. As a support manager, I understand that his targets are impossible to achieve without my full support and co-operation. I therefore accept both our individual and collective responsibilities towards the attainment of the set targets.

Signed by

Vacant
Director Corporate Services

.....

S.N

HP

CSZ

S.L

AJ

SJ

GM

3. I, Siphamandla Zungu as the Director of Community Services, hereby make this commitment to support the Municipal Manager, Mr Thembinkosi Patrick Cele, to achieve targets as set in this performance contract between him and the employer. As a support manager, I understand that his targets are impossible to achieve without my full support and co-operation. I therefore accept both our individual and collective responsibilities towards the attainment of the set targets.

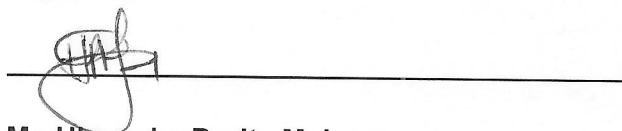
Signed by



Mr Siphamandla Ntuthuko Zungu
Director: Community Services

4. I, Hlanzekwa Purity Mchunu as the Chief Financial Officer, hereby make this commitment to support the Municipal Manager, Mr Thembinkosi Patrick Cele, to achieve targets as set in this performance contract between him and the employer. As a support manager, I understand that his targets are impossible to achieve without my full support and co-operation. I therefore accept both our individual and collective responsibilities towards the attainment of the set targets.

Signed by



Ms Hlanzekwa Purity Mchunu
Chief Financial Officer

HP

LS2

S.L

AT