INGQUZA HILL
LOCAL MUNICIPALITY

PERFORMANCE AGREEMENT

made by and entered into between

Municipal Manager
(Velile Castro Makedama)

and

Manager: Council Support and Public Participation
(Andile Mosha)

2026/2027 FINANCIAL YEAR

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ACRONYMS

SDBIP	-	Service Delivery and Budget Implementation Plan
BEE	-	Black Economic Empowerment
EXCO	-	Executive Committee
HOD	-	Head of Department
IDP	-	Integrated Development Plan
LED	-	Local Economic Development
MFMA	-	Municipal Finance Management Act, No. 56 of 2003
KPA	-	Key Performance Area
KPI	-	Key Performance Indicators
CCR	-	Core Competency Requirements
RSA	-	Republic of South Africa
SCM	-	Supply Chain Management
PDP	-	Personal Development Plan
PA	-	Performance Agreement
PP	-	Performance Plan
OPMS	-	Organisational Performance Management System

DEFINITIONS

Ruling Language - Refers to the language parties to the contract choose to use as a Medium for formal communication between themselves.

Financial Year - Refers to the 12-month period which the organisation determines as its budget year.

GENERAL PROVISIONS

1. INTRODUCTION

1.1 The Employer has entered into a performance agreement with the **Manager: Council Support and Public Participation** for a period of (one) 1 year from 01 July 2026, ending on 30 June 2027.

1.2 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the **Manager: Council Support and Public Participation,** reporting to the Municipal Manager representing the municipality, to a set of actions that will secure local government policy goals.

1.3 This performance agreement is between Andile Mosha, the **Manager: Council Support and Public Participation,** and the **Municipal Manager.** It is for the 2026/2027 financial year only. The expected performance reflected in this agreement is based on the reviewed 2026/2027 Integrated Development Plan and the 2026/2027 Service Delivery and Budget Implementation Plan (SDBIP). The two aforementioned documents have been adopted as the working documents of Ingquza Hill Local Municipality and therefore shall be the basis of performance assessment.

2. STRATEGIC OBJECTIVE

The **Manager: Council Support and Public Participation** reports to the **Municipal Manager** and is accountable for administrative functions performed, namely:

Council Committees Support Practitioner: Noluvuyo Nyenyiso

Council Committees Support Practitioner: Babalwa Gaxela

Public Participation Practitioner : Mlulami Gordens Maxhayi

Public Participation Practitioner : Mphathelwa Patrick Ntshobo

Executive PA to Speaker : Zodwa Nkabi

Executive PA to Whip of the Council : Fundisiwe Mjweni

And any other functions as may be delegated by the **Municipal Manager.**

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3. PERFORMANCE BONUS & ANNUAL SALARY ADJUSTMENT

If the **Manager: Council Support and Public Participation** achieves outstanding performance *in line with the ratings as contained in this agreement*, he shall qualify for the annual performance bonus in accordance with the performance management policy, budget availability and formulae, as well as the results of the performance evaluation agreed to in this agreement. The acceptability of the level of his performance or otherwise shall be determined and declared by the performance evaluation team in accordance with the provisions of this agreement, following the receipt of a report on the **Manager: Council Support and Public Participation** achievement or otherwise of the KPIs as reflected in this agreement.

Annexure A attached has listed Key Performance Areas (KPAs). These will be evaluated on a straight-line basis. These performance areas will be worth 100%. The key performance indicators have different weightings, which the adopted rating calculator then converts into final weightings, which are then assessed. The achievement of 95 to 100% shall be regarded as 100% bonus warranting, above 80 per cent to 94 per cent, as average and warranting 80% of performance bonus, above 50 per cent to 79 per cent shall warrant 50% of the performance bonus, and below 50 per cent, shall require the employer to effect remedial measures that may include incapacity or disciplinary enquiry.

The above performance thresholds shall only be effected 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 agreement; and

III. Approval of such evaluation by the Municipal Council as a reward for outstanding performance or effective performance.

4. EVALUATING PERFORMANCE

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

The performance of the Employee in relation to their performance agreement must be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

Quarter	Review Period	Review to be completed by
1	July – Sep	October (informal)

2	Oct – Dec	January – February (formal)
3	Jan - March	April (informal)
4	April – June	July - August (formal)

Most importantly, the municipality will develop a tool to measure performance on the five-point rating system:

The ratings are explained as follows:

Rating	Terminology	Description
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 the 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 accountability contract 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 performance up to the level expected in the job despite management efforts to encourage improvement.

The performance bonus payment shall be categorised in two bands with some ranges per band.

The first performance bonus (cash rewards) payment band ranges between 5% and 9% of the all-inclusive remuneration package, as follows:

I. A score of 130% to 136%, to qualify for a 5% bonus;
II. A score of above 136% to 142%, to qualify for a 7% bonus;
III. A score of above 142% to 149%, to qualify for a 9% bonus.

The second performance bonus (cash rewards) payment band ranges between 10% and 14% of the all-inclusive remuneration package, as follows:

I. A score of 150% to 155%, to qualify for a 10% bonus;
II. A score of above 155% to 160%, to qualify for a 13% bonus;
III. A score of above 160%, to qualify for a 14% bonus.

A performance bonus may not be paid on a pro-rata basis as the bonus is paid annually after complying with the legal requirements captured in this agreement and the applicable laws. The calculation of the bonus will be 14% of the total package of the negotiated package of the employee assessed (e.g. if the employee gets R100 000 total cost to the employer, R14 000 will constitute 100% of the performance bonus).

A level of performance achievement below 50% shall warrant the employer executing corrective measures that may include disciplinary measures due to incapacity.

4.1. The Employee must be assessed on his performance in terms of the performance indicators identified in the attached Performance Plan and include–
(a) the Key Performance Areas; and
(b) Core Managerial Competencies.

4.2 The **Core Management Criteria** will make up the other 20% of the Employee's assessment scores.

4.3 The **Core Competency Requirements** are deemed to be most critical for the Employee's specific job and only ten (10) of them should be selected from the list below, including the compulsory CMC's as agreed to between the Employer and Employee:

No	Competency Required	Category	✓	Weight
1	Financial Management - Compulsory	Core Managerial Competency	X	5
2	People Management - Compulsory		X	5
3	Client orientation and Customer Care - Compulsory		X	5
4	Strategic Capability		X	5
5	Programme and Project Management		X	5
6	Change Management		X	5
7	Knowledge Management		X	5
8	Service Delivery Innovation			5

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9	Problem Solving and Analytical Thinking		X	5
10	Communication		X	5
11	Honesty and Integrity		X	5
12	Competence in Self-Management		X	5
13	Interpretation of and implementation within the legislative and national policy frameworks		X	5
14	Knowledge of developmental local government			5
15	Knowledge of Performance Management and Reporting		X	5
16	Knowledge of global and South African-specific political, social and economic contexts			5
17	Competence in policy conceptualisation, analysis and Implementation	Core Occupational Competencies	X	5
18	Knowledge of more than one functional municipal field/ Discipline			5
19	Skills in Mediation			5
20	Skills in Governance			5
21	Competence as required by other national line sector Departments			2.5
22	Exceptional and dynamic creativity to improve the functioning of the municipality			2.5
	TOTAL			100%

5. DEVELOPMENTAL REQUIREMENTS

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

6. CONSEQUENCE OF SUBSTANDARD PERFORMANCE

Where the employer, at any time during the **Manager: Council Support and Public Participation** employment, is not satisfied with the performance with respect to any matter dealt with in this Agreement, the employer will give notice to the **Manager: Council Support and Public Participation** to attend a monitoring and review meeting.

The **Manager: Council Support and Public Participation** will have the opportunity at the meeting to satisfy the **Municipal Manager** 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.

7. RULING LANGUAGE

The agreement 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 about this contract shall be in the English language.

8. TERM OF AGREEMENT

This agreement shall be deemed to have been entered into on 01 July 2026 and will expire on 30 **June 2027**. The parties will conclude a new performance agreement that replaces this agreement contract by no later than **01 July 2027**. This Agreement will terminate on the termination of the **Manager: Council Support and Public Participation** contract of employment.

9. LIMITATIONS OF THE CONTRACT

This contract is an agreement between the employer and the **Manager: Council Support and Public Participation** about the expected performance of the latter during the specified term. This contract is subject to the employment contract which the **Manager: Council Support and Public Participation** entered into on accepting his position and to the South African legislation. In the case of any ambiguity, the employment contract shall prevail over this performance agreement. Nothing contained in this Agreement in any way limits the right of the employer to terminate the **Manager: Council Support and Public Participation** contract of employment for any other breach by the **Manager: Council Support and Public Participation** of his obligations to the Municipality or for any other valid reason in law.

10. MONITORING AND EVALUATION

Despite the in-year reviews, the employer shall establish an assessment team to conduct an annual performance review; the team shall be composed as follows:

I. Head of Department, and
II. Senior Manager Corporate Services
III. Manager IDP and PMS, and
IV. Manager HR (Scriber)

The **Municipal Manager or** (Nominee) shall provide secretariat services to the assessment team referred to above.

11. DISPUTE RESOLUTION

In case of disputes that cannot be resolved through negotiations and mediation, the employee has a right to refer the case to the Municipal Manager, who must settle the case within thirty (30) days of receipt of a

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formal written dispute. The decision of the **Municipal Manager** shall be deemed final and binding on both parties.

12. 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.

13. WHOLE AGREEMENT

The parties to this contract agree that this contract constitutes the whole agreement and arrangement for the performance of the **Manager: Council Support and Public Participation** with effect from **01 July 2026.**

No agreement, varying, adding to, deleting from or cancelling this contract, shall be effective unless reduced in writing and signed by both parties. The following annexures and 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: **PERSONAL DEVELOPMENT PLAN**

ANNEXURE C: **FINANCIAL DISCLOSURES**

APPENDIX 1: **COMMITMENT OF SUPPORT TEAM**

APPENDIX 2 : **OBLIGATIONS OF THE EMPLOYER**

SIGNED at Flagstaff this WEDNESDAY day of **01 July 2026**

MANAGER: COUNCIL SUPPORT AND PUBLIC PARTICIPATION

Signature: _____

Name Printed: Andile Mosha

WITNESSES

1. **Signature:** _____ Name Printed: Z. Somtshazo

2. **Signature:** _____ Name Printed: Y. Mke

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FOR AND ON BEHALF OF INGQUZA HILL LOCAL MUNICIPALITY

MUNICIPAL MANAGER

Signature: _____

Name Printed: VELILE CASTRO MAKEDAMA

WITNESSES

1. **Signature:** _____ Name Printed: NONTLONIAHO MBHUNGELWA

2. **Signature:** _____ Name Printed: ANDISIWE HLOMA

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ANNEXURE "A"

PERFORMANCE PLAN

The Key Performance Areas will make up 80% of the Employee's assessment score, and will contain the following areas, all of which are compulsory. Weights must be allocated to each of them according to the scale of core and functional responsibilities:

Key Performance Areas (80% of Total)	**Weighting**
Good Governance and Public Participation	**80**
Municipal Transformation and Institutional Development	**10**
Financial Viability and Management	**10**
Total	**100%**

14. KEY PERFORMANCE AREAS (KPAS) FOR 2026/27)

14.1. GOOD GOVERNANCE AND PUBLIC PARTICIPATION 80%

PROJECT	BASELINE	KEY PERFORMANCE AREA	ANNUAL TARGET	QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4	BUDGET	MEANS OF VERIFICATION	WEIGTING
Sittings of Council meetings and its committees. (Ordinary and Special Council meetings; Open Council; SOMA) by June 2027	Council Calendar, Standing Rules and Orders of Council	5.09.01.1 Number of Council meetings (Ordinary and Special Council meetings; Open Council; SOMA) by 30 June 2027	12	2	3	3	4	**R3,500,000.00**	Attendance register, Minutes of Council meetings; Attendance register and SOMA report	**5**
Sitting of Standing Committees by June 2027	Council Calendar, Standing Rules and Orders of Council, Terms of Reference of Section 79 Committees, MPAC Workplan	5.09.01.5 Number of Standing Committees meetings scheduled and held by 30 June 2027	17	4	4	4	5	**R700,000.00**	Attendance register, Minutes of Standing Committee meetings	**5**

Facilitate the payment of Traditional Leaders Support Stipend by June 2027	Adopted Council Calendar and Rules and Standing Orders	5.46.01 Number of traditional leaders' stipends paid by 30 June 2027	12	3	3	3	3	**R80,000.00**	Proof of payment	**2.5**
Conduct MPAC project verification visits by 31 March 2027	Adopted Council Calendar and Rules and Standing Orders	5.09.01.6 Number of MPAC project verification visits conducted 31 March 2027	3	1	1	1	N/A	**R300,000.00**	Attendance Register and Signed Reports	**2.5**
Conduct Public consultation for MPAC by 31 March 2027	Adopted Council Calendar and Rules and Standing Orders	5.09.01.7 Number of public consultations for MPAC to be held by 31 March 2027	1	N/A	N/A	1	N/A	**R350,000.00**	Attendance Register, Minutes and Reports	**2.5**
Council consultative meetings Caucuses of political parties)	Whippery and Multiparty Policy	5.09.01.8 Number of institutional quarterly reports to be reviewed by Management by	16	3	4	5	5	**R400,000.00**	Attendance Register and Signed Reports	**2.5**

30 June 2027		30 June 2027								
Whippery, Multiparty and Caucus Workshop by 30 June 2027	Whippery and Multiparty Policy	5.09.01.9 Number of Whippery, Multiparty and Caucus Workshops to be held by 30 June 2027	1	N/A	N/A	N/A	1	**R600,000.00**	Attendance register and signed report	**2.5**
Facilitate the payment of Ward Committee stipends by 30 June 2027	Public Participation Policy	5.25.65 Number of Ward Committees' stipends facilitated by 30 June 2027	12	3	3	3	3	**R10,420,000.00**	Proof of payment	**2.5**
Ward Committee meetings by 30 June 2027	Public Participation Policy	5.23.45 Number of Ward Committees meeting held by 30 June 2027	128	32	32	32	32	**R0.00**	Attendance Register and Reports	**2.5**
Sitting of Ward Community meetings by 30 June 2027	Public Participation Policy	5.23.46 Number of Ward Community meetings held 30 June 2027	128	32	32	32	32	**R0.00**	Attendance Register and Reports	**2.5**

Awareness Campaigns for Public Participation by 30 June 2027	Public Participation Policy	5.23.01.1 Number of Awareness Campaigns held by 30 June 2027	8	2	2	2	2	**R1,200,000.00**	Attendance Register and Signed Report	**5**
Mayoral Izimbizos by 30 June 2027	Public Participation Policy	5.7.5. Number of Mayoral Izimbizos to be held by 2027	4	1	1	1	1	**R800,000.00**	Attendance Register and Signed Report	**2.5**
Mayoral Campaign: IDP & Budget Roadshows held by 30 June 2027	Public Participation Policy	5.15.25 Number of Mayoral Campaigns: IDP and Budget Roadshows held by 30 June 2027	1	N/A	N/A	N/A	1	**R2,000,000.00**	Attendance Register and Signed Report	**2.5**
Mayoral Campaign: Exco Outreach held by 30 June 2027	Public Participation Policy	5.20.51 Number of Mayoral Campaign: Exco Outreach held by 30 June 2027	1	N/A	1	N/A	N/A	**R2,000,000.00**	Attendance Register and Signed Report	**2.5**
Mobilisation of stakeholders for all governmental programmes by 30 June 2027	Public Participation Policy	5.20.52 Percentage mobilisation of stakeholders for all governmental programmes by	100%	100%	100%	100%	100%	**R0.00**	Attendance Registers and Report	**2.5**

		30 June 2027								
Management of petitions by 30 June 2027	Petition Strategy	5.20.53 Percentage of petitions responded to by the municipality by 30 June 2027	100%	100%	100%	100%	100%	**R400,000.00**	Attendance Registers and Report	**5**
Updating and review of Ward Profiles by 30 June 2027	Public Participation Policy	5.20.54 Number of Ward Profiles updated and reviewed by 30 September 2026	32	32	N/A	N/A	N/A	**R500,000.00**	Updated and reviewed Ward Profiles	**5**
Pondo Revolt Commemoration Event by 30 June 2027	Pondo Revolts event held in 2026/27	5.20.55 Number of Pondo Revolt Commemoration events to be held by 30 June 2027	1	N/A	N/A	N/A	1	**R3,000,000.00**	Attendance register and signed report	**5**
Development of Ward Based Plans by 30 June 2027	Public Participation Policy	5.20.56 Number of developed Ward Based Plans by 30 June 2027	32	8	8	8	8	**R1,600,000.00**	Ward-based plans of thirty-two (32) Wards	**5**
Project Owethu and Ex-mineworkers programme by 30	Public Participation Policy	5.20.57 Number of Project Owethu and Ex-mineworkers	1	1	N/A	N/A	N/A	**R1,500,000.00**	Attendance Register and Signed report	**2.5**

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June 2027		programme held by 30 September 2026								
Council consultative meetings (Caucuses of political parties) by 30 June 2027	Whippery and Multiparty Policy	5.09.01.10 Number of Council consultative meetings held by 30 June 2027	12	2	3	3	4	**R86 000**	Attendance register and signed report	**2.5**
Study group meetings for Portfolio Committees in preparation for section 80 meetings by 30 June 2027	Whippery and Multiparty Policy	5.09.01.11 Number of Study groups to be held by 30 June 2027	40	10	10	10	10	**R200,000.00**	Attendance registers and signed reports	**2.5**
Constituency weeks by 30 June 2027	Whippery and Multiparty Policy	5.09.01.12 Number of constituency weeks to be held by 30 June 2027	8	2	2	2	2	**R480,000.00**	Attendance register and Signed Reports	**2.5**
Whippery meetings by 30 June 2027	Whippery and Multiparty	5.09.01.13 Number of Whippery	16	3	4	5	5	**R170,000.00**	Attendance register and Signed Reports	**2.5**

	Policy	meetings to be held by 30 June 2027								
Multiparty meetings by 30 June 2027	Whippery and Multiparty Policy	5.09.01.14 Number of Multiparty meetings to be held by 30 June 2027	16	2	4	5	5	**R170,000.00**	Attendance register and Signed Reports	**2.5**

14.2. MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT 10%

PROJECT	BASELINE	KEY PERFORMANCE AREA	ANNUAL TARGET	QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4	BUDGET	MEANS OF VERIFICATION	WEIGTING
Signing of performance agreements by Seniors and middle managers by 31 July 2026	PMS policy in place. Signed performance agreements in 2026/ 2027Y	2.17.02 Number of senior and middle managers with signed performance agreements 31 July 2026	1	1	NA	NA	N/A	**R0.00**	Signed Performance agreement	**2.5**
Sitting of formal performance	PMS policy in place. Signed	2.17.03 Number of formal performance	2	N/A	1	1	N/A	**R0.00**	Attendance register and signed report	**2.5**

assessments for senior and middle managers by 31 March 2027	performance agreements in 2026/2027 FY	assessments conducted for senior and middle managers 31 March 2027								
Signing of performance agreements of Practitioners and Admin Support Staff	PMS policy in place. Signed performance agreements in 2026/2027 FY	5.01.01 Signing of performance agreements of Practitioners and Admin Support Staff	1	1	N/A	N/A	N/A	**R0.00**	Signed Performance agreements	**2.5**
Sitting of formal performance assessments for Practitioners and Admin Support Staff by 31 March 2027	PMS policy in place. Signed performance agreements in 2026/2027 FY	5.01.01 Sitting of formal performance assessments for Practitioners and Admin Support Staff by 31 March 2027	2	N/A	1	1	N/A	**R0.00**	Attendance register and signed report	**2.5**

14.3. FINANCIAL VIABILITY8 10%

PROJECT	BASELINE	KEY PERFORMANCE AREA	ANNUAL TARGET	QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4	BUDGET	MEANS OF VERIFICATION	WEIGTING
Implementation of the IHLM Procurement Plan submitted to the CFO by 30 June 2027	2026/27 Procurement Plan compiled and implemented	4.87.01.1 Percentage implementation of procurement plan submitted to the CFO by 30 June 2027	85%	25%	50%	75%	85%	R -	Report on the implementation of the procurement plan	**10**

ANNEXURE "B"

PERSONAL DEVELOPMENT PLAN

NAME: **ANDILE MOSHA**

JOB TITLE: **MANAGER: COUNCIL SUPPORT AND PUBLIC PARTICIPATION: MUNICIPAL MANAGER'S OFFICE**

EMPLOYER: **INGQUZA HILL LOCAL MUNICIPALITY**

FINANCIAL YEAR: **2026/2027**

Competency area to be addressed	Proposed actions	Responsibility	Time-frame	**Expected outcome**
Municipal Executives Management Programme	Attend a CPMD program to enhance knowledge and understanding of financial management functions.	M. Matubatuba	30/06/2027	Achievement of the minimum competency requirements.

Administration and Management	Attend a course on Administration/Management.	M. Matubatuba	30/06/2027	Achievement of the minimum competency requirements.
Understanding law and interpretation of legislation	Attend a course on Law and legislation	M. Matubatuba	30/06/2027	Achievement of the minimum competency requirements.
Understanding Communication	Attend a course on Communication	M. Matubatuba	30/06/2027	Achievement of the minimum competency requirements.

ANNEXURE "C"

FINANCIAL DISCLOSURES

APPENDIX 1

Commitment of Support Team reporting directly to the Manager: Council Support and Public Participation

We hereby make this commitment to support the **Manager: Council Support and Public Participation, Andile Mosha,** to achieve targets as set in this performance agreement between him and the employer. As support staff, we understand that his targets are impossible to achieve without our full support and co-operation. We, therefore, accept both our individual and collective responsibilities towards the attainment of the set targets.

1. **Signed by** _____
   NAME Noluvuyo Nyenyiso
   POSITION Council Committees Support Practitioner

2. **Signed by** _____
   NAME Babalwa Gaxela
   POSITION Council Committees Support Practitioner

3. **Signed by** _____
   NAME Mlulami Maxhayi
   POSITION Public Participation Practitioner

4. **Signed by** _____
   NAME Patrick Ntshobo
   POSITION Public Participation Practitioner

5. **Signed by**

NAME **Zodwa Nkabi**

POSITION **Executive PA Speaker**

6. **Signed by**

NAME **FUNDISIWE MJWENI**

POSITION **Executive PA Whip of the Council**

APPENDIX 2

1. OBLIGATIONS OF THE EMPLOYER (KEY ASSUMPTIONS)

1.1 Office Accommodation

During the full period of the performance agreement, the Employer shall provide adequate office accommodation for the Manager: Council Support and Public Participation. The occupational cost, including the attendant ground rent obligations, will be borne by the Employer.

1.2 Personnel

The Employer shall be required to hire support staff reporting directly to the Manager: Council Support and Public Participation.

1.3 Facilities and Equipment

1.3.1 During the full period of the performance agreement, the Employer shall make available to the **Manager: Council Support and Public Participation** all existing facilities and equipment which he will need in executing his duties.

1.4 Other provisions

1.4.1 Approvals

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

1.4.2 Tasks to the Employer

The employer undertakes to execute all crucial activities that fall under his responsibility as required by this contract to ensure the continuity of departmental operations. If there is failure on the employer's part and the **Manager: Council Support and Public Participation** feels that the attainment of targets of this contract is at stake, the two parties will meet and agree on the way forward.

1.4.3 Substitution of the **Manager: Council Support and Public Participation.**

The employer reserves the right to take appropriate action to replace the **Manager: Council Support and Public Participation** in accordance with the employment contract.

2 OBLIGATIONS OF THE MANAGER: COUNCIL SUPPORT AND PUBLIC PARTICIPATION

2.1. Conditions of service

The **Manager: Council Support and Public Participation** shall report to the **Municipal Manager**, subject to the conditions of service as stipulated by the employer. The conditions of service of the **Manager: Council Support and Public Participation** shall include but not be restricted to:

2.1.1.1 Setting of specific targets for staff reporting to him.

2.1.1.2 Advise the **Municipal Manager** on all matters, including progress made in the implementation of the SDBIP.

2.1.1.3 Assist in setting and monitoring performance indicators for the Municipal Manager's Office Department and execute corrective measures as and when necessary.

2.1.1.4 Assist in ensuring that the departmental assets are in good working condition.

2.1.1.5 Provision of high-quality service within the department in a cost-effective manner within agreed time frames.

2.1.1.6 Assist in assessing performance reports for Municipal Manager's Office staff where necessary.

2.1.1.7 Assist in the preparation of the annual budget and, once approved, adhere to it.

2.1.1.8 Assist in implementing strategies to improve the morale of staff.

2.1.1.9 Attend meetings and other occasions on behalf of the department as delegated by the **Municipal Manager**.

2.1.2 The **Manager: Council Support and Public Participation** shall ensure that his staff have access and are well informed about the disciplinary procedure of the municipality.

2.1.3 Making recommendations to the **Municipal Manager** to hire staff in the Municipal Manager's Office Department as the need arises.

2.1.4 Assist in determining the optimum staff level necessary for the accomplishment of targets and advising the employer on reduction or increase of staff in the department. Staff restructuring or reduction will utilise the existing municipal 'staff pool', as mutually agreed between the employer and the Manager: Council Support and Public Participation, in fulfilment of the current staff reduction policy. If such staff is 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.

2.1.5 Assist in carrying out all the necessary departmental staff training as shall be mutually agreed with the employer.

2.2 Standard of Service

2.2.1 The **Manager: Council Support and Public Participation** shall exercise all his skills, reasonable care, responsibility and diligence in discharge of his duties under this Agreement. The **Manager: Council Support and Public Participation** shall do so with sound professional conduct in accordance with generally accepted standards.

2.2.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the **Manager: Council Support and Public Participation** in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

2.3 Supervision of Personnel in the Municipality

The **Manager: Council Support and Public Participation** undertakes to supervise personnel in his division. If he is dissatisfied with the performance of any staff, provisions of the relevant internal policy and legislative framework of the RSA shall apply.

2.4 Targets and Milestones

2.4.1 The **Manager: Council Support and Public Participation** shall do all in his power to achieve the targets and milestones indicated in the municipal IDP and Performance Management System.

2.4.2 The **Manager: Council Support and Public Participation** 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 agreement.

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2.5 Reporting

2.5.1 The **Manager: Council Support and Public Participation** shall submit detailed monthly, quarterly, midterm and annual reports on the operation of the **Council Support and Public Participation** to the **Municipal Manager.** The reports shall include details of achievement of targets and milestones for that quarter for information purposes, including portfolio of evidence. The quarterly report should reach the employer within one month after the quarter in question has lapsed.

2.5.2 The **Manager: Council Support and Public Participation** also undertakes to submit any other report/s as required by the **Municipal Manager.**

2.6 Expenditure

The **Manager: Council Support and Public Participation** shall be responsible for the implementation of the approved operational and capital budget of the Council Support and Public Participation of the Municipal Manager's Office Department, as delegated by the Municipal Manager**: Council Support and Public Participation**.

2.7 Maintenance of Assets (fixed and movable) in the Municipality

The **Manager: Council Support and Public Participation** shall assist the **Municipal Manager** in the maintenance of assets in the department, with the Municipal Manager having authority to enter into service contracts with service providers to carry out such maintenance.

2.8 Purchases

2.8.1 The **Manager: Council Support and Public Participation** undertakes to utilise the most recently approved Municipal Supply Chain Management Policy (SCM) to handle all procurement within the municipality, according to the provisions of this

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agreement. No procurement shall be allowed to proceed outside of the approved SCM policy, and the Municipal Internal Auditor shall ensure that no payments are effected contrary to this arrangement.

2.9 Books and Records

The **Manager: Council Support and Public Participation** shall keep accurate books and records of all finance operations and shall permit the employer to inspect them and make copies where necessary.

2.10 Financial Procedures

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

2.10.2 The employer reserves the right to ensure that finances are operated in accordance with the government's financial regulations and **IHLM policies** and can utilise the services of an Auditor in this regard.

2.10.3 The **Manager: Council Support and Public Participation** shall ensure strict adherence to all approved municipal financial policies, including issues of cost effectiveness, cost efficiency and over expenditure.

2.11 Budget

2.11.1 During the budget process, the **Manager: Council Support and Public Participation** shall make the necessary submissions to the **Municipal Manager** reflecting the projected financial needs of his department for the following financial year.

2.11.2 The approval of the departmental budget shall constitute the authority to the **Manager: Council Support and Public Participation**.

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2.11.3 To incur expenditure accordingly and in line with the performance targets indicated in this performance contract.

2.12 Liability

The **Manager: Council Support and Public Participation** shall be responsible towards the municipality for the Performance of services in accordance with the provisions of this contract, subject to the following limitation:

2.12.1 The **Manager: Council Support and Public Participation** 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.

3. OTHER PROVISIONS

3.1 Unforeseen conditions

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