INGQUZA HILL
LOCAL MUNICIPALITY

PERFORMANCE AGREEMENT

Made by and entered between

Senior Manager: Z. Masumpa

And

Manager: Public Safety: B Godo

2026/2027 FINANCIAL YEAR

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 -Organizational Performance Management System

B·G

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 months' period which the organization determines as its budget year.

GENERAL PROVISIONS

1. INTRODUCTION

1.1 The Employer has entered into a performance agreement with the **Manager: Public Safety**: 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: Public Safety** reporting to the Director representing the municipality, to a set of actions that will secure local government policy goals.

1.3 This performance agreement is between Babalwa Godo, the **Manager: Public Safety**, and the **Senior Manager: Community Services.** It is for the 2026/2027 financial year only. The expected performance reflected in this agreement is based on the Integrated Development Plan of 2026/2027 reviewed, and the 2026/2027 Service Delivery and Budget Implementation Plan. The two afore-mentioned 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: Public Safety** reports to the **Senior Manager Community Services** and is accountable for administrative functions performed by:

Superintendent Traffic Law Enforcement and Licensing : **T.Mbola**

Crime Superintendent : **N.M Njisane**

Chief Traffic Officer : **V A Vato**

B G

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

3. PERFORMANCE BONUS & ANNUAL SALARY ADJUSTMENT

If the **Manager: Public Safety** 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 provision of this agreement, following the receipt of a report on the **Manager: Public Safety** 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 weightings are then converted by the adopted rating calculator into the final weightings; which final weightings are to be assessed. The achievement of 95 to 100% percent shall be regarded as 100% bonus warranting, above 80 percent to 94 percent, as average and warranting 80% of performance bonus, above 50 percent to 79 percent shall warrant 50% of the performance bonus, and below 50 percent, shall require the employer to effect remedial measures that may include incapacity or disciplinary enquiry.

The above performance thresholds 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 agreement; and

III. Approval of such an 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.

BG

The performance of the Employee in relation to his or her 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 stand required for the job in the key areas. Performance meets some of the standards expected for the job. The review / assessment indicates

BG

		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 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 categorized 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 achievement of below 50% shall warrant the employer to execute corrective measures that may include disciplinary measures due to incapacity.

BG

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

Key Performance Areas (100% of Total)	**Weighting**
Basic Service Delivery	**95%**
Municipal Financial Viability	**05%**
Total	**100%**

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

4.4. 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		X	5
2	People Management - Compulsory		X	5
3	Client orientation and Customer Care - Compulsory		X	5
4	Strategic Capability	Core Managerial Competency	X	5
5	Program and Project Management		X	5
6	Change Management		X	5
7	Knowledge Management		X	5
8	Service Delivery Innovation			5
9	Problem Solving and Analytical Thinking		X	5

B. G

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			
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 conceptualization, analysis and Implementation	Core Occupational Competencies	X	5
18	Knowledge of more than one functional municipal field/ Discipline			5
19	Skills in Mediation			
20	Skills in Governance		x	5
21	Competence as required by other national line sector Departments		x	5
22	Exceptional and dynamic creativity to improve the functioning of the municipality			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: Public Safety** 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: Public Safety** to attend a monitoring and review meeting.

The **Manager: Public Safety** will have the opportunity at the meeting to satisfy the **Senior Manager of Community Services** or the monitoring and evaluation team of the measures

B.G

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 pertaining to this contract shall be in English language.

8. TERM OF AGREEMENT

This agreement shall be deemed to have been entered into on the **1st of July 2026** and will expire on the **30 of June 2027.The** parties will conclude a new performance agreement that replaces this agreement contract by no later than **31 July 2026**. This Agreement will terminate on the termination of the Manager: Public Safety contract of employment.

9. LIMITATIONS OF THE CONTRACT

This contract is an agreement between the employer and the Manager: Public Safety about the expected performance of the latter during the specified term. This contract is subject to the employment contract which the Manager: Public Safety 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: Public Safety contract of employment for any other breach by the Manager: Public Safety 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. Senior Manager of Corporate Services and
II. Senior Manager of Community Services
III. Manager IDP and PMS

The HR Manager will provide secretariat duties.

11. DISPUTE RESOLUTION

In the case of disputes, which 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 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: Public Safety with effect from **01 July 2026.**

No agreement, varying, adding to, deleting from or canceling 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 Lusikisiki on this ....01..... day of **July 2026**

MANAGER: PUBLIC SAFETY

Signature: _____

Name Printed: Babalwa Godo

WITNESSES

1. Signature: _____ Name Printed: Anumile Sigayela

2. Signature: _____ Name Printed: Sandiso Cabela

FOR AND ON BEHALF OF INGQUZA HILL LOCAL MUNICIPALITY

SENIOR MANAGER: Community Services

Signature: _____

Name Printed: Zamangwane Masumpa

WITNESSES

1. Signature: _____ Name Printed: Nggengle Ngcuecuiza

2. Signature: _____ Name Printed: Z Matondabuzo

ANNEXURE "A"

PERFORMANCE PLAN 2026/2027

PERFORMANCE PLAN

KEY PERFORMANCE AREAS (KPAs) OR 2026/27

KEY PERFORMANCE AREA	WEIGHTING
Basic Service Delivery	90
Municipal Financial Viability and Management	05
Municipal Institution Development & Transformation	05
Total	**100%**

B.G

14. KEY PERFORMANCE AREAS (KPAS) FOR 20262027)

14.1. Basic Service Delivery 90%

PROJECT	BASELINE INDICATOR	KEY PERFORMANCE AREA	TOTAL BUDGET	ANNUAL TARGET	QUARTERTLY					MEANS OF VERIFICATION	WEIGHTING
					Quarter 1	Quarter 2	Quarter 3	Quarter 4	Budget		
Issuing traffic fines by 30 June 2027	The National Road Traffic Act 93/96 requires that law transgressors should be fined accordingly. No traffic fines were issued in 2025-26FY 3439	6.06.01 Number of traffic fines issued by 30 June 2027		2500	625	625	625	625	R0,00	Traffic Fines register	10
Vehicle Registration and Licensing BY 30 June 2027	National Road Traffic Act requires motor vehicles to be renewed annually	6.06.05 Number of vehicles Registered and licensed vehicles by 30 June 2027		9500	2250	2700	2300	2250	R30 000.00	RD 329, 321,323 Report and signed monthly report	5

BG

Examination of Learners License by 30 June 2027	Total number of learners license issued	6.06.04 Number of learners licenses examined by 30 June 2027		1500	375	375	375	375	R0,00	RD 329, 321, 323 Report and signed Monthly report	5
Vehicle Examination by 30 June 2027	Total number of vehicles examined	6.22.33 Number of vehicles examined by 30 June 2027		360	90	90	90	90	R0,00	RD 329, 321, 323 Report	5
Provision of protective clothing for Traffic Officers and Security personnel 31 December 2026	Availability of Traffic and Security personnel	6.13.01 Number of protective clothing IS provided for security and traffic personnel by 30 December 2026		1	0	1	0		R4000 000.00	Delivery Note	10
Provision of disaster material relief by 30 June 2027	Disaster Management Plan in place	6.07.01 Number of disaster relief material procured by 30 June 2027		1	N/A	N/A	N/A	1	R400 000.00	Delivery notes and Distribution Register	5

BG

Provision of animal feed and medication for both pounds by 2027	Pound Management policy in place and MOU with department of agriculture	6.56.13.1 Number of times animal feed and medicine are procured by 30 June 2027		1	N/A	1	N/A	N/A	R200 000	Delivery Note	5
Support Community Police Forums (CPF's) with equipment and Training By 30 June 2027	Community policing forums supported and approved community plan	6.01.03 Number of crimes CPF equipment is procured and distributed to CPF by 30 June 2027		1	N/A	N/A	1	N/A	R300 000,00	Delivery note	5
Safeguarding of Municipal Assets by 30 June 2027	Security policy in place	6.40.01.1 Number of reports on safeguarding of municipal assets by 30 June 2027		4	1	1	1	1	R0,00	Report and Signed Duty Roosters	5
Pound Management by 30 June 2027	Pound policy in place of pound rangers	6.56.13.2 Number of pound management reports tabled to management by 30 June		4	1	1	1	1	R0,00	Report and Signed Duty Roosters	5

BG

		2027									
Crime Prevention Awareness Campaigns by 30 June 2027	High crime rate within the Municipality	6.01.01 Number of Crime Prevention awareness campaigns conducted		8	2	2	2	2	R37 500 ,00	Attendance registers and reports	5
Road safety awareness to be conducted by 30 June 2027	7 Vehicles, 1 road safety awareness has been conducted in the year 2025/26	6.85.01 Number of road safety awareness conducted by 30 June 2027		2	N/A	1	N/A	1	R50 000,00	Attendance register and signed report	5
Disaster Advisory Forums to be conducted by 30 June 2027	IHLM Disaster Advisory Forum in Place	6.8.6 Number of Disaster Advisory Forum conducted		4	1	1	1	1	R0	Reports and Attendance Registers	5
Community Safety Forums to be conducted by 30 June 2027	Community Safety Plan is in Place	6.8.7 Number of Safety Forums to be Conducted		4	1	1	1	1	R0	Signed Attendance Registers and Minutes	5

BG

2. FINANCIAL VIABILITY 5%											
PROJECT	BASELINE	KEY PERFORMANCE INDICATOR	TOTAL BUDGET	ANNUAL TARGET	ANNUAL BUDGET	Q1	Q2	Q3	Q4	PORTFOLIO OF EVIDENCE	WEIGHTING
Increase for revenue generation from traffic fines, VTS and RA BY June 2027	The municipality collected R 4 248 411 as per audited statements as per 2425fy	Percentage increase of revenue from VTS, DLTC by 30 June 2027	N/A	12	R1. 654 401.00	85%	85%	85%	85%	RD 329 Report	5

Municipal Institution Development & Transformation 5%

3. GOOD GOVERNANCE AND PUBLIC PARTICIPATION 5%										
PROJECT	BASELINE	KEY PERFORMANCE INDICATOR	ANNUAL TARGET	ANNUAL BUDGET	Q1	Q2	Q3	Q4	PORTFOLIO OF EVIDENCE	WEIGHTING
Signing of Performance Agreement	Performance Policy	Number of time singed performance agreement for Practitioners & admin support Staff by 31 July 2026	1	N/A		N/A	N/A	N/A	Signed Agreements	5
Implementation of the IHLM Procurement Submitted to the CFO 30 June 2027	2025/26 Procurement Plan Compiled and Implemented	4.87.01.1 percentage implementation of procurement plan Submitted to the CFO by 30 June 2027	4	R0	1	1	1	1	Report on the Implementation of the Procurement Plan	5
Implementation Risk Management Action Plans by June 2027	Approved Operational Risk Register	5.3 Number of times Operational Risk Action Plan by 30 June 20227	14		4		8	2	Monthly Operational Risk Report	5

15. CORE COMPETENCIES REQUIREMENTS (CCRs) SELECTED CORE COMPETENCIES REQUIREMENTS

BG

Strategic Capability and Leadership	X	10
People Management	X	10
Program and Project Management	X	10
Financial Management	X	10
Change leadership	X	10
Governance Leadership	X	05
CORE OCCUPATIONAL COMPETENCIES (COC)		
Moral competency	X	05
Planning and Organization	X	10
Analysis and Innovation	X	10
Knowledge and Information Management	X	10
Communication	X	10
Total	X	100%

ANNEXURE "B"

PERSONAL DEVELOPMENT PLAN

NAME: Babalwa Godo

JOB TITLE: MANAGER: Public Safety

EMPLOYER: INGQUZA HILL LOCAL MUNICIPALITY

FINANCIAL YEAR: 2026/2027 FY

BG

Competency area to be addressed	Proposed actions	National Responsibility	Timeframe	Expected outcome
Examiner of Driving Licenses **All codes**	To attend the course at the traffic college to enhance my knowledge of Public Safety issues at DLTC and VTS	Senior Manager	30/06/2027	Achievement of the minimum competency requirement for management level and to focus on preventing, protecting the municipal resources thus reacting to fraud and corruption issues and serve as a standby when needed for service delivery

B.G

ANNEXURE "C"

FINANCIAL DISCLOSURES

APPENDIX 1

Commitment of Support Team reporting directly to the Manager Public Safety

We hereby make this commitment to support the Manager Public Safety, 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 **M.M Njisane**
   POSITION **Crime Superintendent**

2. **Signed by** _____
   NAME **T Mbola**
   POSITION **Chief Traffic Law Enforcement & Licensing**

3. **Signed by** _____
   NAME **V. Vato**
   POSITON **Chief Traffic Law Enforcement & Licensing**

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 Public Safety. 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: Public Safety.

1.3 Facilities and Equipment

1.3.1 During the full period of the performance agreement, the employer shall avail to the Manager: Public Safety 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 in order not to derail the continuity of department operations. If there is failure on the employer's part and the Manager Public Safety 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: Public Safety

The employer reserves the right to take appropriate action to replace the Manager: Public Safety as per employment contract.

2 OBLIGATIONS OF THE MANAGER: PUBLIC SAFETY

2.1. Conditions of service

The Public Safety Manager shall report to the **Senior Manager**, subject to the conditions of service as stipulated by the employer. The conditions of service of the Manager: IDP and PMS shall include but not be restricted to: .

2.1.1.1 Setting specific targets for staff reporting to her.

2.1.1.2 Advise Senior Manager on all matters including progress made in the implementation of the SDBIP.

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

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

2.1.1.5 Assist in the preparation of the annual budget and once approved, adhering to it.

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

2.1.1.7 Attending meetings and other occasions on behalf of the department as delegated by the **Senior Manager.**

2.1.2 The Manager: Public Safety shall ensure that her staff have access and are well informed about the discipline of the municipality.

2.1.3 Making recommendations to the Senior Manager to hire staff in the Public Safety offices 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 a reduction or increase of staff in the department. Staff restructuring or reduction will utilize the existing municipal 'staff pool' as will be mutually agreed between the employer and the Public Manager Safety in fulfillment 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.

B.G

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: Public Safety shall exercise all his skills, reasonable care, responsibility and diligence in discharge of his duties under this agreement. The Manager Public Safety 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: Public Safety in terms of her 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: Public Safety undertakes to supervise personnel in her division. If she is dissatisfied with the performance of any staff, provisions of the relevant internal policy and legislative framework of RSA shall apply.

2.4 Targets and Milestones

2.4.1 The Public Safety Manager shall do all in her power to achieve the targets and milestones indicated in the municipal IDP and SDBIP.

2.4.2 The Manager: Public Safety 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.

2.5 Reporting

2.5.1 The Public Safety Manager shall submit detailed monthly, quarterly, midterm and annual reports on the operation of the **Integrated Development Planning and Performance Management Division** to the Senior 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 Public Safety also undertakes to submit any other report/s as required by the Senior **Manager**

2.6 Expenditure

The Manager: Public Safety shall be responsible for the implementation of the approved operational and capital budget of the Public Safety of Community Services Department as delegated by the **Senior Manager**

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

The Manager: Public Safety shall assist the **Senior 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: Public Safety 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 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 affected contrary to this arrangement.

2.9 Books and Records

The Manager: Public Safety should 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 Financial year shall commence on the 1st of July 2026 and end on the 30th June 2027

2.10.2 , such period defined as the financial year shall be used for budgets, expenditures, cash flows and other operational requirements.

BG

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

2.10.4 The Manager: Public Safety must ensure strict adherence of 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: Public Safety shall make the necessary submissions to the Senior 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 authority to the Director.

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

2.12 Liability

The Director: and Manager Public Safety 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 Director: and Public Safety 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.

B. G