



EMADLANGENI LOCAL MUNICIPALITY

PERFORMANCE AGREEMENT

FOR

MRS. NONTUTHUZELO GRACE MAVUNDLA

MUNICIPAL MANAGER

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**PERFORMANCE AGREEMENT
2025/2026 FINANCIAL YEAR**

Made and entered into by and between
EMADLANGENI LOCAL MUNICIPALITY

Herein represented by **Councillor Mzwakhe Lawrence Buthelezi** in his capacity as
(Mayor)

and

Mrs. Nontuthuzelo Grace Mavundla

(ID No. [REDACTED])

Herein after referred as the
(MUNICIPAL MANAGER)

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Handwritten initials of the Municipal Manager, appearing to be 'AG' or similar, enclosed in a circular scribble.

Municipal Manager's Initials

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PERFORMANCE AGREEMENT

ENTERED INTO AND BETWEEN:

The Municipality of **EMADLANGENI** herein represented by

G. N. MAVUNDWA (full name) in her capacity as **Municipal Manager**
hereinafter referred to as the **Employer** and GRACE NONTUTHUZELI MAVUNDWA (full name)
an **Employee** of the Municipality of **EMADLANGENI**.

WHEREBY IT IS AGREED UPON AS FOLLOWS:

1. INTRODUCTION

- 1.1 The **Employer** has entered into a contract of employment with the **Employee** in terms of section 57(1) (a) of the Local Government: Municipal Systems Acts 32 of 2000 ("the System Act"). The Employer and the Employee are hereinafter referred to as "the Parties".
- 1.2 Section 57(1) (b) of the Systems Act, read with the Contract of Employment concluded between the parties to conclude an annual performance Agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to –

- 2.1 Comply with the provisions of Section 57(1) (b), 4 (A), (4B) and (5) of the Systems Acts as well as the Contract of Employment entered between the parties;
- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;

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- 2.5 Use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for permanent employment and /or to assess whether the Employee has met the performance expectations applicable to his job;
- 2.6 Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 This agreement will commence on **01 July 2025** and will remain in force until **30 June 2026** whereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
 - 4.1.1 The performance objectives and targets that must be met the Employee; and
 - 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weighting
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been



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achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.

4.4 The Employee's performance will, in addition, be measured in Terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

5.1 The Employee agrees to participate in the Performance Management System that the Employer adopts or introduces for the Employer, management, and municipal staff of the Employer.

5.2 The Employee accepts that the purpose of the Performance Management System will be to provide a comprehensive system with specific performance standards to assist the Employer, management, and municipal staff to perform to the standards required.

5.3 The Employer will consult the Employee about the specific performance standard that will be included in the Performance Management System as applicable to the Employee.

6. THE EMPLOYEE AGREES TO PARTICIPATE IN THE PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM THAT THE EMPLOYEE ADOPTS

6.1 The Employee undertakes to actively focus towards the promotion and implementation of KPA's (including special projects relevant to the employee's responsibilities) within the local government framework.


6.2 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

6.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Core Managerial Competencies (CMC's) respectively.

6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

6.2.3 KPA's covering the main areas of work will account for 80% and CMCs will account 20% of the final assessment.

6.3 The Employee's assessment will be based on his/her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

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KEY PERFORMANCE AREAS (KPA's)	WEIGHT
MUNICIPAL TRANSFORMATION & INSTITUTIONAL DEVELOPMENT	08%
BASIC SERVICE DELIVERY	0%
LOCAL ECONOMIC & SOCIAL DEVELOPMENT	0%
MUNICIPAL FINANCIAL VIABILITY & MANAGEMENT	09%
GOOD GOVERNANCE & PUBLIC PARTICIPATION	83%
CROSS-CUTTING (SPATIAL, DISASTER & ENVIRONMENTAL)	0%
TOTAL	100%

6.4 The CMCs will make 20% of the Employee's assessment score. CMCs that are deemed to be the most critical for the Employee's specific job should be selected from the list below as agreed to between the Employer and Employee.

CRITICAL LEADING COMPETENCIES		WEIGHT (%)
Strategic Direction and Leadership	<ul style="list-style-type: none"> ▪ Impact and Influence ▪ Institutional Performance Management ▪ Strategic Planning and Management ▪ Organisational Awareness 	15%
People Management	<ul style="list-style-type: none"> ▪ Human Capital Planning and Development ▪ Diversity Management ▪ Employee Relations Management ▪ Negotiation and Dispute Management 	10%
Programme and Project Management	<ul style="list-style-type: none"> ▪ Programme and Project Planning and Implementation ▪ Service Delivery Management ▪ Programme and Project Monitoring and Evaluation 	10%
Financial Management	<ul style="list-style-type: none"> ▪ Budget Planning and Execution ▪ Financial Strategy and Delivery ▪ Financial Reporting and Monitoring 	15%
Change Leadership	<ul style="list-style-type: none"> ▪ Change Vision and Strategy ▪ Process Design and Improvement ▪ Change Impact Monitoring and Evaluation 	10%
Governance Leadership	<ul style="list-style-type: none"> ▪ Policy Formulation ▪ Risk and Compliance Management ▪ Cooperative Governance 	10%
CORE COMPETENCIES		WEIGHT (%)
Moral Competency	Able to apply moral triggers, apply reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competency	5%


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Planning and organizing	Able to plan, prioritize and organise information and resources effectively to ensure the quality-of-service delivery and build efficient contingency plans to manage risks	5%
Analysis and innovation	Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives.	5%
Knowledge and Information Management	Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government.	5%
Communication	Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome.	5%
Results and Quality Focus	Able to maintain high quality standards, focused on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards, further, to actively monitor and measure results and quality against identified objectives.	5%
TOTAL		100%

7. EVALUATING PERFORMANCE

- 7.1 The Performance Plan (Annexure A) to this agreement sets out –
- 7.1.1 The standards and procedures for evaluating Employee’s performance; and
- 7.1.2 The intervals for the evaluation of the Employee’s performance
- 7.2 Despite the establishment of of intervals for evaluation, the Employer may in addition review the Employee’s performance at any stage while the contract of employment remains in force
- 7.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the action agreed to and implementation must take place within set time frames.
- 7.4 The Employee’s performance will be measured in terms of contributions to the goals and strategies set out in the Employer’s IDP.
- 7.5 The Annual performance appraisal will involve:
- 7.5.1 Assessment of the achievement of results as outlined in the performance plan:
- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA
- (b) An indicative rating on the five-point scale should be provided for each KPA.

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(c) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the CMC's

(a) Each Competency should be assessed according to the extent to which the specified standards have been met.

(b) An indicative rating on the five-point scale should be provided for each CMC

(c) The applicable assessment rating calculator must then be used to add the scores and calculate the final CMC score.

7.5.3 Overall Rating:

An overall rating is calculated by using the applicable assessment rating calculator. Such overall rating represents the outcomes of the performance appraisal.

7.6 The assessment of the performance of the Employee will be based on the following rating scale for Key Performance Areas:

LEVEL	TERMINOLOGY	DESCRIPTION
5	OUTSTANDING PERFORMANCE	Performance far exceeds the standard expected of an employee at this level. The appraisal indicate that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the Performance Agreement 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 Performance Agreement and Performance Plan.
2	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 indicate that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the Performance Agreement 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 Performance Agreement 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.

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7.7 For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established:

- (a) Municipal Manager
- (b) Chairperson of Audit Committee
- (c) Member of Mayoral Committee
- (d) Mayor/ or Municipal Manager from another municipality

8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of each Employee in relation to his/her performance agreement shall be reviewed on the following dates:

QUARTER	PERIOD	REVIEW DATE
Quarter 1	July – September 2025	31 October 2025
Mid-Year	October – December 2025	05 February 2026
Quarter 3	January – March 2026	30 April 2026
Annual	April – June 2026	05 November 2026

8.2 The Employer shall keep a record of the mid-year review and annual assessment meetings

8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.

8.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure 'A' from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

8.5 The Employer may amend the provisions of Annexure A whenever the Performance Management System is adopted, implemented, and /or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

9. DEVELOPMENTAL REQUIREMENTS

The Personal Developmental Plan (PDP) for addressing developmental gaps is attached as Annexure B. Such a Plan may be implemented and/or amended as the case may be after each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.

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10. OBLIGATIONS OF THE EMPLOYER

10.1 The Employer shall:

- (i) Create an enabling environment to facilitate effective performance by the Employee;
- (ii) Provide access to skills development and capacity building opportunities;
- (iii) Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- (iv) On the request of the Employee delegates such powers reasonably required by the Employee to enable him to meet the performance objectives and targets established in term of this Agreement; and
- (v) Make available to the Employee such resources as the Employee may reasonably require from time to time to assist him to meet the performance objectives and targets established in terms of this Agreement.

11. CONSULTATION

11.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others:

- (i) A direct effect on the performance of any of the Employee's functions
- (ii) Commit the Employee to implement or to give effect to a decision made by the Employer
- (iii) A substantial financial effect on the Employer

11.2 The employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

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

12.2 A performance bonus of 5% to 14% of inclusive annual remuneration package MAY be paid to the Employee in recognition of outstanding performance.

12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of least twelve months (12) service at current remuneration package 30 June (end of financial year) subject to a fully effective assessment.

12.4 In the case of unacceptable performance, the Employer shall-

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- 12.4.1 Provide systematic remedial of development support to assist the Employee to improve his or her performance; and
- 12.4.2 After appropriate performance and counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his duties.

13. DISPUTE RESOLUTION

- 13.1 Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –
 - 13.1.1 The MEC for Local Government and the Province within thirty (30) days of receipt of a formal dispute from the Employee; or
 - 13.1.2 Any other person appointed by the MEC
 - 13.1.3 In the event that the mediation process contemplated above fails, Clause 20 of the Contract of Employment shall apply.

14. GENERAL



- 14.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be available to the public by the Employer.
- 14.2 Nothing in this agreement diminishes the obligations, duties, or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.

Thus signed at Emadlangeni on this 09 day of July 2025.



MUNICIPAL MANAGER

AS WITNESSES

- 1. 
- 2. 

AS WITNESSES

- 1. _____
- 2. _____

HIS WORSHIP THE MAYOR

PERFORMANCE PLAN: MRS GN MAVUNDLA -MUNICIPAL MANAGER

Department	Key Performance Area	Indicator Number	Project	Baseline	Performance Indicator	Annual Budget	Annual Target	Quarter 1 (JUL-SEP 2025)		Quarter 2 (OCT-DEC 2025)		Quarter 3 (JAN-MAR 2026)		Quarter 4 (APR-JUN 2026)	
								Target	PoE Required	Target	PoE Required	Target	PoE Required	Target	PoE Required
OFFICE OF THE MUNICIPAL MANAGER	MUNICIPAL INSTITUTIONAL DEVELOPMENT & TRANSFORMATION	OMM 1	Attendance of the Management Committee (MANCO) & Top MANCO Meetings for year ending 30 June 2026	12	Number of MANCO & TOP MANCO meetings held within the 2025/26 financial year		12	3	Notice of Meeting & Attendance Register	3	Notice of Meeting & Attendance Register	3	Notice of Meeting & Attendance Register	3	Notice of Meeting & Attendance Register
		OMM 1.2	Attendance of the IDP & Budget Steering Committee meetings for year ending 30 June 2026	New Indicator	Number of IDP & Budget Steering Committee meetings held within the 2025/26 financial year		4	1	Notice of Meeting & Attendance Register	1	Notice of Meeting & Attendance Register	1	Notice of Meeting & Attendance Register	1	Notice of Meeting & Attendance Register
	GOOD GOVERNANCE & PUBLIC PARTICIPATION (PUTTING PEOPLE FIRST)	OMM 2	Convening of the Audit Committee Meetings for the year ending 30 June 2026	4	Number of Audit Committee meetings held within the 2025/26 financial year		4	1	Notice of Meeting & Attendance Register	1	Notice of Meeting & Attendance Register	1	Notice of Meeting & Attendance Register	1	Notice of Meeting & Attendance Register
		OMM 2.1	Attendance of the Executive Committee (EXCO) meetings for the year ending 30 June 2026	4	Number of EXCO meetings held within the 2025/26 financial year		4	1	Attendance Register	1	Attendance Register	1	Attendance Register	1	Attendance Register
	OMM 2.2	Attendance of the Council meetings for the year ending 30 June 2026	4	Number of Council meetings held within the 2025/26 financial year		4	1	Attendance Register	1	Attendance Register	1	Attendance Register	1	Attendance Register	1



Municipal Manager
Mrs G.N Mavundla

Mayor
Mr M.L Buthelezi

OMM 2.3	Attendance of the Risk Management Committee Meetings for the year ending 30 June 2026	4	Number of Management Committee meetings held within the financial year 2025/26	4	1	Notice of Meeting & Attendance Register	1	Notice of Meeting & Attendance Register	1	Notice of Meeting & Attendance Register	1	Notice of Meeting & Attendance Register
OMM 2.4	Convening of the Municipal Public Accounts Committee (MPAC) meetings for the year ending 30 June 2026	4	Number of MPAC meetings held within the financial year 2025/26	4	1	Notice of Meeting & Attendance Register	1	Notice of Meeting & Attendance Register	1	Notice of Meeting & Attendance Register	1	Notice of Meeting & Attendance Register
OMM 2.5	Coordination of IDP Representative Forum meetings in the year ending 30 June 2026	2	Number of functional IDP Representative Forum meetings convened	2	N/A		1 IDP Representative Forum	Meeting invitation; Minutes & Attendance Register	1 IDP Representative Forum	Meeting invitation; Minutes & Attendance Register	N/A	N/A
OMM 2.6	Review and Adoption of the Integrated Development Plan and submit to CoGTA for the year ending 30 June 2026	2025/2026 Integrated Development Plan	Date of adoption of the 2026/2027 Reviewed Integrated Development Plan	Reviewed Integrated Development Plan	Development & adoption of the 2026/27 IDP, PMS & Budget Process Plan	Council Resolution	N/A	N/A	Submission of 2026/27 Draft IDP to Council & KZN CoGTA by March 2026	Council Resolution & Proof of submission to CoGTA	Submit 2026/27 Final IDP to Council	Council Resolution & Proof of submission to CoGTA
OMM 2.7	Preparation and Submission of the Service Delivery & Budget Implementation Plan (SDBIP) to the Mayor for the year ending 30 June 2026	2025/26 SDBIP	Date of Submission of the 2026/2027 Service Delivery & Budget Implementation Plan	Submission of the SDBIP to the Mayor	N/A	N/A	N/A	N/A	Submission of the Draft SDBIP	Acknowledgement letter signed by the Mayor	Approval of the Final SDBIP by the Mayor	Acknowledgement letter signed by the Mayor
OMM 2.8	Prepare the 2024/2025 Annual Performance Report & Submit to the Auditor-General	2023/2024 Annual Performance Report	Date of adoption of the 2024/2025 Annual Performance Report & Submission to the Auditor General	Annual Performance Report submitted Auditor-General by 31 August 2025	Submission of the 2024/2025 Annual Performance Report	Extract for Annual Performance Report & Proof of Submission	N/A	N/A	N/A	N/A	N/A	N/A



Municipal Manager
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Review & Adoption of the Performance Management System (PMS) for the year ending 30 June 2026	1	Date of adoption of the Performance Management System Policy by Council	Reviewed PMS Policy	N/A	N/A	N/A	Submit the PMS Policy to Council for adoption	Council Resolution & Extract of the Policy		
OMM 2.9	Effective Management and Implementation of the municipal Performance Management System for year ending 30 June 2026	Managing Performance Management Systems in terms of Chapter 6 MISA within the 2025/26 financial year	Compliance with PMS Policy, including evaluations and reporting	Sign Performance Agreements; Submit to CoGTA & Publish the Performance Agreements	Copy of signed Performance Agreements; Proof of Submission & Advert	Submit Quarter 1 Performance Report to Council & Conduct 2024/2025 Annual Assessments for Section 54A/56 Managers	Submit Quarter 2 Performance Report to Council & Conduct 2025/2026 Mid-Year Assessments for Section 54A/56 Managers	Council Resolution & Mid-Year Assessments Records	Submit Quarter 3 Performance Reports to Council	Council Resolution
OMM 2.10										
OMM 2.11	Compilation, tabling, and adoption of the 2024/2025 Annual Report in terms of Section 121 of the MFMA	Date of adoption of the 2024/2025 Annual Report by Council	Adoption of Annual Report by 31 March 2026	N/A	N/A	Submit the 2024/25 Draft Annual Report to Council	Submission of the Oversight Report for the 2024/2025 Annual Report to MPAC	Extract of the Oversight Report, MPAC minutes, & Council Resolution		
OMM 3	Prepare & Generate 12 Internal Audit Reports in the year ending 30 June 2026	Number of Internal Audit Report generated within the 2025/26 financial year	12	3	Extracts of Reports	3	3	Extracts of Reports	3	Extracts of Reports
OMM 3.1	Submission of Audit Committee Reports to Council for adoption for year ending 30 June 2026	Number of Audit Committee Reports submitted to Council	4 Reports submitted to Council	Submit Audit Committee Report	Council Resolution	Submit Audit Committee Report	Submit Audit Committee Report	Council Resolution	Submit Audit Committee Report	Council Resolution



Municipal Manager
Mrs G.N Mavundla

Mayor
Mr M.L Buthezezi

OMM 3.2	Review & Approval of the Internal Audit Charter by the Audit Committee for the year ending 30 June 2026	1	Date of Approval of the Internal Audit Charter by the Audit Committee	Reviewed Internal Audit Charter	Submit the Internal Audit Charter to the Audit Committee for approval	Audit Committee Resolution on Approved Charter	N/A	N/A	N/A
OMM 3.3	Development and approval of the Internal Audit Annual Plan for the year ending 30 June 2026	1	Date of approval of the Internal Audit Annual Plan by the Audit Committee	Developed Internal Audit Annual Plan	Develop an Internal Audit Annual Plan & Submit to the Audit Committee	Audit Committee Resolution & Copy of the Approved Internal Audit Annual Plan	N/A	N/A	N/A
OMM 4	Conduct and Finalise the Annual Strategic & Operational Risk Assessment	New Indicator	Number of Annual Strategic & Operational Risk Assessments conducted	Annual Strategic & Operational Risk Assessments conducted	1 Annual Strategic & Operational Risk Assessment	Updated Strategic & Operational Risk Registers & Attendance Register	N/A	N/A	N/A
OMM 4.1	Conduct and Finalise the Annual Fraud & Corruption Risk Assessment	1	Number of Annual Fraud & Corruption Risk Assessments conducted	Annual Fraud & Corruption Risk Assessments conducted	N/A	N/A	N/A	1 Annual Fraud & Corruption Risk Assessment	Updated Fraud Risk Registers & Attendance Register
OMM 4.2	Review & Update the Strategic & Operational Risk Registers for year ending 30 June 2026	4	Number of Quarterly updated Risk Registers with Departmental Inputs	Risk Registers updated quarterly	Review & Update Quarter 4 (2024/2025) Risk Register	Updated Risk Register	Review & Update Quarter 1 Risk Register	Review & Update Quarter 2 Risk Register	Review & Update Quarter 3 Risk Register
OMM 4.3	Review & Approval of Risk Management Strategy & Risk Implementation Plan by Council for year ending 30 June 2026	Risk Management Strategy	Date of adoption of the Risk Management Strategy & Risk Implementation Plan by Council	Reviewed Risk Management Strategy & Risk Implementation Plan	Submission of the Risk Management Strategy & Risk Implementation Plan to Council for adoption	Council Resolution	N/A	N/A	N/A



Municipal Manager
Mrs G.N Mavundla

Mayor
Mr M.L Buthelezi

MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT (SOUND FINANCIAL MANAGEMENT)		OMM 5	Prepare and the Submit the Mid-year Budget & Performance Assessment Report in terms of Section 72 of the MFMA	Section 72 Report submitted	Date of adoption of the Section 72 Report by Council	Section 72 Report submitted to Council by 25 January 2026	N/A	N/A	Submit Section 72 Report to Council for adoption	Extract of the Section 72 Report & Council Resolution	N/A
OMM 5.1		Facilitation and finalization of lease agreements for municipal properties to ensure lawful occupation, revenue generation and proper asset management.	18 Lease Agreements	Number of Lease Agreements for Municipal Properties (Rental Houses) signed by the Municipal Manager	18 Lease Agreements signed	Signed Lease Agreements	Copy of Signed Lease Agreements	N/A	N/A	N/A	N/A



Municipal Manager
Mrs G.N Mavundla

Mayor
Mr M.L Buthelezi



ANNEXURE B

PERSONAL DEVELOPMENT PLAN

Municipal Manager

PERSONAL DEVELOPMENT PLAN

ENTERED INTO BY AND BETWEEN

EMADLANGENI LOCAL MUNICIPALITY
REPRESENTED BY THE MAYOR,
MR. MZWAKHE LAWRENCE BUTHELEZI
(THE EMPLOYER)

AND

MUNICIPAL MANAGER
MRS. GRACE NONTUTHUZELO MAVUNDLA
(THE EMPLOYEE)

PERFORMANCE REVIEW FOR PERFORMANCE DEVELOPMENT PLAN

AREA TO BE DEVELOPED	TYPE OF INTERVENTION	TARGET DATE
MFMP	TRAINING	JUNE 2026

Mayor's name: Cllr. Mzwakhe Lawrence Buthelezi

Employee's Singanture 	Mayor's Signature
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ANNEXURE F

DISCLOSURE FORM FOR BENEFITS AND INTERESTS

I, the undersigned (Surname and Initials) MAVUNOLA GN
 (Postal Address) 48 A LINWOOD DRIVE
BOUGHTON
 (Residential Address) PIETERMARITZBURG
 (Position Held) MUNICIPAL MANAGER
 (Name of Municipality) Emadlweni LM
 Tel: 034 331 3041 Fax: N/A
 hereby certify that the following information is complete and correct to the best of my knowledge:

1. Shares, securities and other financial interests (Not bank accounts with financial institutions.)			
Number of shares/Extent of financial interest	Nature	Nominal Value	Name of Company/Entity
<u>EASY EQUITIES</u>			
<u>PROPERTY EQUITIES</u>			

2. Interest in a trust	
Name of trust	Amount of Remuneration/ Income
<u>N/A</u>	<u>N/A</u>

3. Membership, directorships and partnerships		
Name of corporate entity, partnership or firm	Type of business	Amount of Remuneration/ Income
<u>COG</u>	<u>CHURCH</u>	<u>NONE</u>
<u>UMSE DARE</u>		<u>NONE</u>

4. Remunerated work outside the Municipality (Must be sanctioned by Council.)		
Name of Employer	Type of Work	Amount of remuneration/ Income
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

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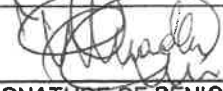
Signature by Mayor or Designate: _____ Date: _____

5. Consultancies, Retainerships and Relationships			
Name of Client	Nature	Type of business activity	Value of any benefits received
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

6. Subsidies, grants and sponsorships by any organisation		
Source of assistance	Descriptions of assistance	Value of assistance
N/A	N/A	N/A

7. Gifts and Hospitality from a source rather than a family member		
Description	Value	Member
N/A	N/A	N/A

8. Land and Property			
Description	Extent	Area	Value
48A LINWOOD DRIVE		BOUGHTON	R1.6M



SIGNATURE OF SENIOR MANAGER

DATE: _____

PLACE: UTRECHT



ACKNOWLEDGEMENT OF DOCUMENT

CODE OF CONDUCT FOR EMPLOYEES

DATE:

Schedule 2: Code of conduct for municipal staff members

- 1. Definitions
- 2. General conduct
- 3. Commitment to serving the public interest
- 4. Personal gain
- 5. Disclosure of benefits
- 6. Unauthorised disclosure of information
- 7. Undue influence
- 8. Rewards, gifts and favours
- 9. Council property
- 10. Payment of arrears
- 11. Participation in elections
- 12. Sexual harassment
- 13. Reporting duty of staff members
- 14. Breaches of Code

1. Definitions

2. General conduct

A staff member of a municipality must at all times-

- a. loyally execute the lawful policies of the municipal council;
- b. perform the functions of office in good faith, diligently, honestly and in a transparent manner;
- c. act in such a way that the spirit, purport and objects of section 50 are promoted;
- d. act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised; and
- e. act impartially and treat all people, including other staff members, equally without favour or prejudice.

3. Commitment to serving the public interest

A staff member of a municipality is a public servant in a developmental local system, and must accordingly-

- a. implement the provisions of section 50(2);

- b. foster a culture of commitment to serving the public and a collective sense of responsibility for performance in terms of standards and targets;
- c. promote and seek to implement the basic values and principles of public administration described in section 195 (1) of the Constitution;
- d. obtain copies of or information about the municipality's integrated development plan, and as far as possible within the ambit of the staff member's job description, seek to implement the objectives set out in the integrated development plan, and achieve the performance targets set for each performance indicator;
- e. participate in the overall performance management system for the municipality, as well as the staff member's individual performance appraisal and reward system, if such exists, in order to maximise the ability of the municipality as a whole to achieve its objectives and improve the quality of life of its residents.

4. Personal gain

- 1. A staff member of a municipality may not-
 - a. use the position or privileges of a staff member, or confidential information obtained as a staff member, for private gain or to improperly benefit another person; or
 - b. take a decision on behalf of the municipality concerning a matter in which that staff member, or that staff member's spouse, partner or business associate, has a direct or indirect personal or private business interest.
- 2. Except with the prior consent of the council of a municipality a staff member of the municipality may not-
 - a. be a party to a contract for-
 - i. the provision of goods or services to the municipality; or
 - ii. the performance of any work for the municipality otherwise than as a staff member;
 - b. obtain a financial interest in any business of the municipality; or
 - c. be engaged in any business, trade or profession other than the work of the municipality.

5. Disclosure of benefits

- 1. A staff member of a municipality who, or whose spouse, partner, business associate or close family member, acquired or stands to acquire any direct benefit from a contract concluded with the municipality, must disclose in writing full particulars of the benefit to the council.
- 2. This item does not apply to a benefit which a staff member, or a spouse, partner, business associate or close family member, has or acquires in common with all other residents of the municipality.

6. Unauthorised disclosure of information

- 1. A staff member of a municipality may not without permission disclose any privileged or confidential information obtained as a staff member of the municipality to an unauthorised person.
- 2. For the purpose of this item "privileged or confidential information" includes any information-
 - a. determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential;
 - b. discussed in closed session by the council or a committee of the council;

- c. disclosure of which would violate a person's right to privacy; or
 - d. declared to be privileged, confidential or secret in terms of any law.
3. This item does not derogate from a person's right of access to information in terms of national legislation.

7. Undue influence

A staff member of a municipality may not-

- a. unduly influence or attempt to influence the council of the municipality, or a structure or functionary of the council, or a council or, with a view to obtaining any appointment, promotion, privilege, advantage or benefit. or for a family member, friend or associate;
- b. mislead or attempt to mislead the council, or a structure or functionary of the council, in its consideration of any matter; or
- c. be involved in a business venture with a councilor without the prior written consent of the council of the municipality.

8. Rewards, gifts and favours

- 1. A staff member of a municipality may not request, solicit or accept any reward, gift or favour for-
 - a. persuading the council of the municipality, or any structure or functionary of the council, with regard to the exercise of any power or the performance of any duty;
 - b. making a representation to the council, or any structure or functionary of the council;
 - c. disclosing any privileged or confidential information; or
 - d. doing or not doing anything within that staff member's powers or duties
- 2. A staff member must without delay report to a superior official or to the speaker of the council any offer which, if accepted by the staff member, would constitute a breach of subitem (1).

9. Council property

A staff member of a municipality may not use, take, acquire, or benefit from any property or asset owned, controlled or managed by the municipality to which that staff member has no right.

10. Payment of arrears

A staff member of a municipality may not be in arrears to the municipality for rates and service charges for a period longer than 3 months, and a municipality may deduct any outstanding amounts from a staff member's salary after this period.

11. Participation in elections

A staff member of a municipality may not participate in an election of the council of the municipality, other than in an official capacity or pursuant to any constitutional right.

12. Sexual harassment

A staff member of a municipality may not embark on any action amounting to sexual harassment.

13. Reporting duty of staff members

Whenever a staff member of a municipality has reasonable grounds for believing that there has been a breach of this Code, the staff member must without delay report the matter to a superior officer or to the speaker of the council.

14. Breaches of Code

Breaches of this Code must be dealt with in terms of the disciplinary procedures of the municipality envisaged in section 67(1)(h) of this Act.

I..... hereby
received and understand the Schedule 2 of Municipality Systems Act, Code of Conduct.

SIGNATURE

DATE