



PERFORMANCE AGREEMENT

GLADSTONE PHILIP TOBELA NOTA

MUNICIPAL MANAGER

2023-2024

UPHUHLISO KUMNTU WONKE

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN

UMZIMVUBU LOCAL MUNICIPALITY

Herein represented by **Cllr Z. Ndevu** in her duly authorized capacity as the **Mayor** of UMZIMVUBU LOCAL MUNICIPALITY

AND

GLADSTONE PHILIP TOBELA NOTA

Hereinafter referred to as **Gladstone Philip Tobela Nota** his capacity as duly appointed as **Municipal Manager** of the municipality for the period of **01 July 2023 to 30 June 2024**

WHEREAS

- A. The Employer has entered into an Agreement of Employment with the Employee in terms of section 57(1)(b) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) as amended;
- B. Section 57(2)(a)(i) and (ii) of the amended Local Government: Municipal Systems Act, 2000, read with the Memorandum of Agreement of Employment concluded between the parties, requires the parties to conclude an annual Performance Agreement within sixty (60) days of assumption of duty, and renew it annually within one month after the beginning of each financial year of the municipality;
- C. The parties must 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 as defined in the municipal Integrated Development Plan; and
- D. The parties must ensure that there is compliance with Sections 57(4A), 57(4B), 57 (c) and 57(5) of the Local Government: Municipal Systems Act, 2000 as amended,

GPT



NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

INTERPRETATION AND DEFINITIONS

1. In this Agreement, unless the context indicates otherwise—
- (a) an expression, which denotes any gender, includes the other genders, a natural person includes an judicial person and vice versa, and the singular includes the plural and vice versa;
 - (b) clause headings are for convenience only and will not be used in its interpretation, and the following expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings—

“Agreement” means this Performance Agreement and all the Appendices hereto;

“Employee” means *Gladstone Philip Tobela Nota*

“KPA” means Key Performance Area;

“KPI” means Key Performance Indicator;

“KRA” means Key Responsible Area;

“MEC” means the Member of the Eastern Cape Executive Council responsible for local government;

“MFMA” means the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003);

“Municipality” means UMZIMVUBU LOCAL MUNICIPALITY, established in terms of Structures Act;

“Parties” means the Municipality and the Employee;

“Performance management system” means a process used by the Municipality to evaluation organizational and its individual performance against goals and objectives set out on the IDP.

“Regulations” means the Local Government: Performance Regulations for Municipal



Managers and Managers Directly Accountable to Municipal Managers, 2006, promulgated in the Government Gazette as Regulation Notice 805 on 1 August 2006;

“**Structures Act**” means the Local Government: Municipal Structures Act, 2000 (Act No. 117 of 1998); and

“**Systems Act**” means the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) as amended, and the Regulations promulgated in terms of the Act;

- (c) Words and expressions defined in any sub-clause, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause; and
- (d) This agreement is governed by and construed in accordance with the laws of the Republic of South Africa.

PURPOSE OF THIS AGREEMENT

2. The purpose of this Agreement is to –

- (a) Comply with the provisions of Section 57(1)(b),(4A),(4B), (4C) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- (b) Communicate the Employer’s performance expectations and accountabilities to the Employee, by specifying objectives and targets as defined in the IDP;
- (c) Specify accountabilities as set out in the Performance Plan, which must be in a format substantially compliant with **Appendix “A”**;
- (d) Monitor and measure performance against set targeted outputs;
- (e) Use this Agreement and the Performance Plan as the basis for assessing the performance of the Employee and to establish whether the Employee has met the performance expectations applicable to the position; and
- (f) Appropriately reward the Employee in accordance with the Employer’s performance management policy in the event of outstanding performance.



OBLIGATIONS OF THE EMPLOYER

8. The Employer must–

- (a) Create an enabling environment to facilitate effective performance by the Employee;
- (b) Provide access to skills development and capacity building opportunities;
- (c) Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- (d) On the request of the Employee delegate such powers reasonably required by the Employee to enable him or her to meet the performance objectives and targets established in this Agreement; and
- (e) Make available to the Employee such resources as the Employee may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in this Agreement.

CONSULTATION

9. (1) The Employer agrees to consult the Employee timeously where the exercising of the powers will–

- (a) Have a direct effect on the performance of any of the Employee's functions;
- (b) Commit the Employee to implement or to give effect to a decision made by the Employer; and
- (c) Have a substantial financial effect on the Employee.

(2) The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in sub-clause (1) above, as soon as is practicable to enable the Employee to take any necessary action without delay.



MANAGEMENT OF EVALUATION OUTCOMES

- 10.(1) The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- (2) A performance bonus of between 5% and 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance, as per regulation 32(2) of the Regulations.
- (3) In the case of unacceptable performance, the Employer–
- (a) Must provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- (b) May, after appropriate performance counselling and having provided the necessary guidance and support as well as reasonable time for improvement in performance, consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.
- (4) The following formula shall be used to calculate total scores for awarding performance bonus: -
- i) (a) $\text{Weight} \times \text{Final score per KPA} = V \times 80\%$ (for KPA) = score for each KPA
- (b) Add up all KPA scores to get a total sum = W
- ii) (a) $\text{Weight} \times \text{Final score per CMC} = Y \times 20\%$ (for CMC) = score for each CCR
- (b) Add up all CCR scores to get a total sum = Z
- III) $W + Z = \text{Total score (percentage)}$
- (5) The following formula shall be used to allocate the performance bonus after the total score has been calculated in accordance with section 10 (4) above:

FINAL SCORE	BONUS/REWARD
150 and above	10% to 14% of the annual total remuneration package
130 to 149%	5% to 9% of the annual total remuneration package
100% and below	Compulsory Performance Counselling



(6) The above mentioned formula in subsection 5 shall be normalised as follows:-

RANGE	SCORE	% Bonus
150 AND ABOVE	164 and above	14
	163	13.705
	162	13.42
	161	13.135
	160	12.85
	159	12.565
	158	12.28
	157	11.995
	156	11.71
	155	11.425
	154	11.14
	153	10.855
	152	10.57
	151	10.285
	150	10

RANGE	SCORE	% Bonus
Between 130 and 149	149	9
	148	8.6
	147	8.4
	146	8.2
	145	8
	144	7.8
	143	7.6
	142	7.4
	141	7.2
	140	7
	139	6.8
	138	6.6
	137	6.4
	136	6.2
	135	6
	134	5.8



13.(1) The Employer must make the contents of this Agreement and the outcome of any review

conducted in terms of the Performance Plan available to the public as contemplated in section 46 of the Systems Act.

- (2) Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his or her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- (3) The performance assessment results of the Municipal Manager must be submitted to the Member of the Executive Council responsible for local government in the Eastern Cape as well as the National Minister responsible for local government, within fourteen days after the conclusion of the assessment.
- (4) The employee is required to complete the Financial Disclosure Form as per Item 5 of the Code of Conduct for municipal staff members which is attached to this agreement as Appendix "C".

SIGNED AT Municipal Office ON THIS 3 July DAY OF 2023

AS WITNESSES:

1. [Signature]

2. [Signature]

[Signature]
SIGNATURE OF THE EMPLOYER REP.

AS WITNESSES:

1. [Signature]

2. [Signature]

[Signature]
SIGNATURE OF THE EMPLOYEE REP.



PERFORMANCE PLAN 2023/2024

Entered into by and between

UMzimvubu Local Municipality

and

GLADSTONE PHILIP TOBELA NOTA

1. Purpose

The performance plan defines the Council's expectations of the **Municipal Manager** performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

2. Key responsibilities

The following objects of local government will inform the **Municipal Manager** against set performance indicators:

- 2.1 Provide democratic and accountable government.
- 2.2 Ensure sound governance within the municipality.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community organisations in the matters of local government.

3. Key Performance Areas

The following Key Performance Areas (KPA's) as outlined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers (2006), inform the strategic objectives listed in the table below:



Employee name and surname		Glatesone Tabela Nota			Authorised signature on behalf of the employer		Date						
Job title		Municipal Manager			Employee's signature		Date						
Employee no.					Financial Year								
Department		Municipal Managers Office											
Programme/Project	KPI	Baseline	Budget amount	calculation type	Weight	Sources of evidence	Annual Target						
							Dec	Jan	Feb	Mar	Apr	May	Jun
Community Hall Constructed	Number of community halls constructed	3	R13 750 000,00	STD	2%	ToR, Advert, Appointment Letter & Completion certificates	ToR, Advert, Award to contractor	Site Establishment, Substructure, Superstructure	Roof works, tiling, Paint works and completion	sub-structures, roofing	plastering, painting and completion of 460 Units	N/A	Practical Completion
Construction of Human Settlement projects	Number of housing units to be built	66	R138 200 000,00	STD	1%	Adverts, Appointment letters, Progress reports & Completion Certificates	ToR and Advert	Appointment and Site Establishment	sub-structures, roofing	N/A	N/A	N/A	plastering, painting and completion of 460 Units
Phase 2 Municipal offices	Number of completed phases of Municipal offices	Phase 2 under construction at 25% complete	R13 000 000,00	STD	1%	Progress reports, Completion Certificate	N/A	Completion of Municipal Offices Phase Two	N/A	N/A	N/A	N/A	N/A
Construction of Multipurpose Centre Phase 6 (Multi-Year Project)	Number of phases completed on Multi-purpose centre	Phase 6 complete	R4 200 000,00	STD	1%	Advert, Appointment letter, Completion Certificate	ToR and Advert	Appointment and Site Establishment	N/A	N/A	N/A	N/A	Completion of 1 Multipurpose centre
Kwabacha Phase 8 surfacing	No of Km's of road surfaced	96% roads surfacing in Kwabacha town	R4 722 444,03	STD	2%	Adverts, Appointment letters, Progress reports, Completion certificates	N/A	N/A	N/A	N/A	N/A	N/A	4.5 kms
Road Construction	Km of new roads constructed	3.2 km's	R9 625 000,00	STD	2%	Advert, appointment letter, progress report and completion certificate	Preparation of terms of reference for the construction of the access road.	Projects Handover	Site establishment	Projects Handover	Completion of 17.5km access roads construction	N/A	Completion of 17.5km access roads construction
Road maintenance	Km of roads maintained	138.32 km's	R40 062 500,00	STD	2%	Advert, appointment letter, progress report and completion certificate	Preparation of terms of reference of the maintenance of the roads.	Projects Handover	Site establishments	Projects Handover	Installation of storm water pipes & completion of 148.92kms of access roads maintenance	N/A	Installation of storm water pipes & completion of 148.92kms of access roads maintenance
Provision of grid electrification to households	Number of households with installed electricity infrastructure	850 r/h	R17 350 000,00	STD	2%	Advert, appointment letter, progress reports, handover certificates	Advert	Appointment letters	N/A	N/A	Installation completion of electricity infrastructure to 476-households	N/A	Installation completion of electricity infrastructure to 476-households
Bridge construction (Masamuncu & Ndzongweni bridges)	Number of bridges constructed	2	R13 220 000,00	STD	2%	Advert, appointment letter, progress report and completion certificate	Preparation of terms of reference.	Projects Handover	Site establishment	Projects Handover	Completion of Masamuncu & Ndzongweni Bridges.	100.00%	Completion of Masamuncu & Ndzongweni Bridges. 100.00%
Emergency Social relief	Percentage of qualifying households assisted in disaster affected areas	100% assistance to all reported disaster incidents	R350 000,00	STD	2%	Disaster register, disaster assessment reports on household assisted and distribution forgo.	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Domestic waste Collection	Number of households provided with refuse solid waste collection services	835 households provided with solid waste collection services	R 1 400 000,00	Accumulative	2%	Household register	835	835	835	835	835	835	835

Key Performance Area

Basic Service Delivery

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Basic Service Deliv

Internet of Things - 4th Industrial Revolution - Free Wi-Fi for one ward installed	Number of Wards with installed Free Wi-Fi	1	R 1 500 000	Stand-Alone	5%	Invoice, Close out report, pictorial evidence	1	N/A	N/A	1
Scarcce skills bursary	Number of students allocated with bursaries for scarce skills	10	R 1 052 883	Stand-Alone	4%	Signed study agreements and proof of payments	10	N/A	N/A	10
Fibre to home Conduits phase 1	Number of towns with fibre to home conduits	New Project	R9 000 000,00	Stand-Alone	3%	Invoice, Close out report, pictorial evidence	1	N/A	N/A	Completion of fibre to home conduits phase 1
Unzimvubu Custom Feedlot and Nguni Improvement Support Programme	Number of Custom Feedlot storage facilities constructed	2 Projects supported	R1 000 000,00	Stand-Alone	2%	ToRs, Advert, Orders, Invoices & Completion Certificate	1	N/A	N/A	N/A
Nisizwa Hiking Trail Phase 1	Number of constructed visitor's centre and hiking trails	Architectural Designs, Inception and Scoping Report	R1 000 000,00	Stand-Alone	1%	Advert, Order, Invoices & completion certificate	1	N/A	N/A	N/A
EPWP Jobs Created	Number of jobs created on EPWP	555 Jobs created	R5 700 000,00	Accumulative		EPWP System Generated Report	500 Jobs	110 Jobs	110 Jobs	130 Jobs
Electronic Bill board Management	Number of new adverts on the Municipal electronic billboard	20	R200 000,00	Accumulative	2%	Billboard Spreadsheet Proof of payment	20	5	5	5
Crop Production Improvement Programme-Grain and Vegetables	Number of hectares planted with yellow maize	375	R8 000 000,00	STD	2%	ToRs, Advert, Orders & acknowledgement of receipt from beneficiaries	375ha	N/A	375 - ha planted with yellow maize	N/A
Value Addition and Niche Products Support Programme (Aloe, Peach, Fresh Produce and Nursery)	Number of Value Addition Co-operatives supplied with tools, equipment and production inputs	Tools, Equipment and Production Inputs procured for the value-addition projects in 2023.	R1 000 000,00	STD	2%	Advert, Orders, Invoices & acknowledgement of receipt from beneficiaries	4	Development of ToRs	N/A	Supply and delivery of tools, equipment and production inputs to Four Value Addition Co-operatives
Establishment of Ntsekyana Dam Campsite	Number of campsites established in Ntsekyana Dam Tourism Centre	Business Plan	R1 000 000,00	STD	1%	Advert, Orders, Invoices & completion certificates	1	N/A	N/A	Camp-Site Establishment
Sector Specific Incubation Programme: Fashion Design, Chefs/ Culinary and Farmers	Number of SMME's enrolled under Mentorship Programme	30	R1 000 000,00	STD	1%	Attendance Register & acknowledgement of receipt from beneficiaries	30	N/A	N/A	30 (SMME's enrolled under Mentorship Programme)
Rainwater Harvesting Programme (Auction Pans, Luggergent Feedlot & Fresh Produce)	Number of projects with rainwater harvesting equipment	New Project	R500 000,00	STD	1%	Invoices & acknowledgement from recipients	3	N/A	Supply of rainwater harvesting equipment to Three Projects	N/A
Donga Rehabilitation	Number of Donga rehabilitation projects completed	3	R1 500 000,00	STD	1%	Adverts, Terms of reference, progress reports & completion certificates	3	N/A	N/A	3 (Donga rehabilitation projects)
Mid-year reporting (S72 Report)	Number of Sec 72 reports submitted to PT & NT by the 25th of January 2024	One Sec 72 Report submitted to PT & NT by 25 January 2023	Nil	Stand-Alone	3%	Signed Certificate by MM & Mayor and Proof of submission to National Treasury	100,00%	Nil	Nil	1 (Sec 72 Report submitted to PT & NT by 25 January 2024)

Local Economic Development

Municipal Financial Viability

Municipal Transformation and Development

Budget Approval	Number of budgets submitted to Council for approval	2 (Draft by the 31st March and final budget to Council)	Nil	Accumulative	3%	Council Resolution for Budget approval. Proof of submission to Provincial and National treasury	2 Nil	Nil	1 (Submission of 2025 Draft budget by the 30th March to Council for Noting by the 30th of March 2024)	1 (Submission of 2025 Final budget by the 31st May to Council for approval by the 31st of May 2024)
Reporting	Number of financial statements prepared and submitted for assurance reviews	2 sets of GRAP Financial statements	R2 100 000,00	Accumulative	3%	Q3 GRAP Compliant AFS Set Submitted to IA. Proof of Compliant AFS Set Submitted to IA and External Audit	2 1 (Set of GRAP Financial statements by 28 February 2024 for the period ending 31 December 2023.)	N/A	1 (Set of GRAP Financial statements for the period ending 31 December 2023.)	N/A
Payment of creditors	Percentage of Creditors paid within 30 days of receipt of a valid invoice	100% Creditors paid within 30 days of receipt of a valid invoice	Nil	Stand-Alone	3%	Financial System Report	1	100% (Creditors paid within 30 days of receipt of a valid invoice)	100% (Creditors paid within 30 days of receipt of a valid invoice)	100% (Creditors paid within 30 days of receipt of a valid invoice)
Improvement in audit opinion expressed on financial statement by Auditor general	Audit Opinion	Unqualified audit opinion	Nil	Stand-Alone	2%	Audit report by AG	1	N/A	1 (Unqualified audit opinion)	N/A
Performance Reporting	Number of Performance reports submitted to council	6	Nil	Acc	4%	Council Resolution extract	6	1 (2023/2024FY Q1)	2 (2023/2024FY Mid-Year & 2023/2024FY Q2)	1 (2023/2024FY Q3)
SDBIP Approval	Number of SDBIP's approved by the Mayor	2	Nil	Acc	4%	Signed Approved SDBIP	2	N/A	1 (2023/2024FY Adjusted SDBIP)	1 (2024/2025 SDBIP)
Capacity Building Councilors and Employees trainings	Number of trainings coordinated for Councilors and Employees in terms of WSP	15	R1 600 000,00	Accumulative	4%	Report on trainings, attendance register	15	4	4	3
Number Municipal Events Coordinated	Municipal events coordinated	8	R3 265 636,00	Accumulative	2%	Attendance Register, report on event pictorial evidence	9	1 Event (Awareness Program)	3 (Career Expo; Information Sharing; Prayer Day)	3 (Wellness Day; Gift of Happiness, Schools IT Development)
Strategic Planning Sessions coordinated	Number of Strategic Planning Sessions Coordinated	5 Strat Plans	R80 000,00	Accumulative	4%	Attendance Register, Strategic planning report	4	N/A	2	N/A

PERSONAL DEVELOPMENT PLAN 2023/2024

Incumbent	Gladstone Philip Tobela Nota
Employee No.	6012
Job Title	Municipal Manager
Report to	Mayor

1. What are the competencies required for this job (refer to competency profile of job Description)? *(As required per the advert)*
 - a. B-degree in Public Administration/Law/Social or Political Sciences or equivalent from a recognized tertiary institution.
 - b. Minimum of 5 years' Senior Management experience preferable at a Local Government.
 - c. Certificate in Municipal Finance Management (SAQA qualification ID No 48965) for accounting officers of municipalities as per Regulation 493 dated 15 June 2007.
2. What competencies from the above list, does the job holder already possess?
 - Minimum of 5 years' Senior Management experience preferable at a Local Government.
 - B-degree in Public Administration/Law
 - Proven ability to negotiate in all spheres of government,
 - Proven track record of good governance, audit and risk management, budget and financial management.
 - Valid Driving License and no criminal record
3. What then are the competency gaps? (If the job holder possesses all the necessary competencies, complete No's 5 and 6.)
 -
4. Actions/Training interventions to address the gaps/needs
 - **Executive Development Programme- Stellenbosch University**



5. Indicate the competencies required for future career progression/development

- _____

6. Actions/Training interventions to address future progression


- _____

7. Comments/Remarks of the Incumbent

8. Comments/Remarks of the supervisor

Agreed upon

Signature:



Supervisor:



ZUKISWA NDEVU

Date:

03/07/2023

Signature:



Incumbent:

MR GPT Nota

Date:

03 July 2023

