



**UMZIMVUBU**  
— LOCAL MUNICIPALITY —

## PERFORMANCE AGREEMENT

**GLADSTONE PHILIP TOBELA NOTA**

**MUNICIPAL MANAGER**

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**2024-2025**

**UPHULISO 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**

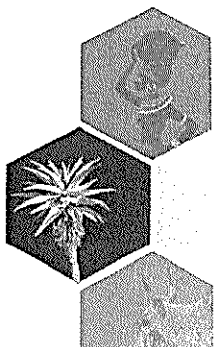
Hereinafter referred to as **Gladstone Philip Tobela Nota** in his capacity as duly appointed as **Municipal Manager** of the municipality for the period of **01 July 2024 to 30 June 2025**

## 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,

UPHULISO KUMNTU WONKE

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**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;

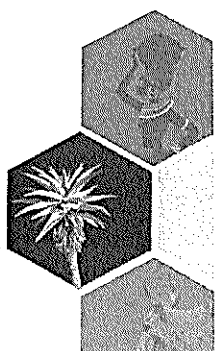
**“MFMA”** means the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003);

**“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



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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

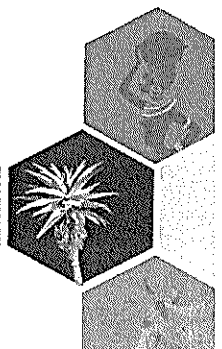
**"Systems Act"** means the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) as amended, and the Regulations promulgated in terms of the Act;

- (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.



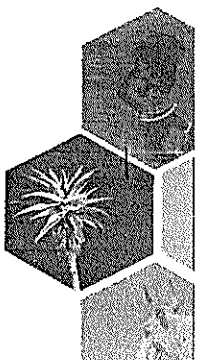
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## COMMENCEMENT AND DURATION

- 3.(1) This Agreement will commence on 01 July 2024 and will remain in force until 30 June 2025 whereafter a new Agreement, Performance Plan and Personal Development Plan must be concluded between the parties for each of the following financial years or any portion thereof for the duration of the Agreement of Employment.
- (2) This Agreement will terminate on the termination of the Employee's employment for any reason whatsoever or when the Acting Appointment is terminated.
- (3) The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- (4) 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 must immediately be revised.
- (5) Any significant amendments or deviations must take cognisance of the requirements of sections 34 and 42 of the Systems Act, and regulation 4(5) of the Regulations.

## PERFORMANCE OBJECTIVES

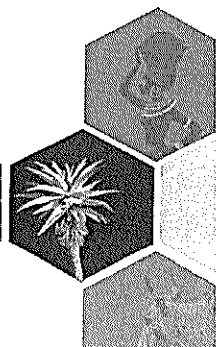
- 4.(1) The Performance Plan must set out the--
- (a) the performance objectives and targets that must be met by the Employee; and
  - (b) the time frames within which those performance objectives and targets must be met.
- (2) The performance objectives and targets reflected in the Performance Plan must--
- (a) be set by the Employer in consultation with the Employee;
  - (b) be based on the Integrated Development Plan and Budget of the Employer; and
  - (c) include key objectives, performance indicators, target dates and weightings.



- (a) the key objectives must describe the main tasks that must be performed by the Employee.
  - (b) the key performance indicators provide the details of the evidence that must be provided to indicate that a key objective has been achieved;
  - (c) the target dates describe the timeframe in which the work must be achieved; and
  - (d) the weightings indicate the relative importance of the key objectives to each other.
- (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.

## PERFORMANCE MANAGEMENT SYSTEM

- 5.(1) The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Municipality, and accepts that the purpose of the performance management system is to provide a comprehensive system, with specific performance standards, to assist Municipality to perform to the standards required.
- (2) The Employer must consult the Employee about the specific performance standards that are included in the performance management system that are applicable to the Employee.
- (3) The Employee undertakes to actively focus on the promotion and implementation of the Key Performance Areas, including special projects relevant to the Employee's responsibilities, within the local government framework.
- (4) The Employee must be assessed on his or her 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,  
with a weighting of 80:20 allocated to sub-clause (a) and (b) respectively.
- (5) 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

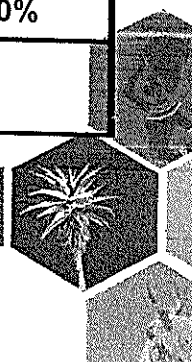


- (5) The Key Performance Areas will make up 80% of the Employee's assessment score, and will contain the following areas of which all of them are compulsory and weights must be allocated to each of them according to the scale of core and functional responsibilities:

Key Performance Areas (80% of Total)	Weighting
Municipal Institutional Development and Transformation	5%
Local Economic Development	24%
Municipal Financial Viability and Management	17%
Good Governance and Public Participation	17%
Basic Service Delivery	35%
Spatial Development	2%
Total	100%

- (6) The Core Management Criteria will make up the other 20% of the Employee's assessment score
- (7) The Core Competency Requirements are deemed to be most critical for the Employee's specific job and only ten (12) of them should be selected from the list below including the compulsory CMC s as agreed to between the Employer and Employee.

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (20% of Total)		
CORE MANAGERIAL COMPETENCIES (CMC's)	√	WEIGHT
Strategic Direction and Leadership	√	10%
Programme and Project Management	√	10%
Financial Management	√	10%
Change Management	√	10%
People Management	√	5%
Governance Leadership	√	10%
CORE OCCUPATIONAL COMPETENCIES (COC's)		



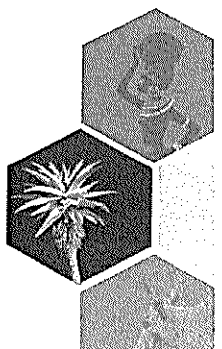
Communication	√	5%
Results and quality focus	√	5%
<b>Total percentage</b>		<b>100%</b>

(8) Final Assessment scores shall be given according to each Key Performance Area either by working out a mean or by giving one final score to each KPA.

(9) Final Assessment scores shall be awarded according to each Core Managerial Competency either by working out a mean or by giving one final score to each CCR.

### EVALUATING PERFORMANCE

- 6.(1) The Performance Plan, attached hereto as Appendix "A", must set out the : -
- (a) the standards and procedures for evaluating the Employee's performance;
  - and
  - (b) the intervals for the evaluation of the Employee's performance.
- (2) Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage during the validity of the Agreement of Employment.
- (3) Personal growth and development needs identified during any performance review discussion, as well as the actions and time frames agreed to, must be documented in a Personal Development Plan, which must be in a format substantially compliant with Appendix "B".
- (4) The Employee's performance will be measured in terms of contributions to the goals and strategies contemplated in the Employer's Integrated Development Plan.
- (5) The annual performance appraisal must involve—
- (a) an assessment of the achievement of results as outlined in the performance plan;
  - (b) an assessment of each Key Performance Area according to the extent to which the



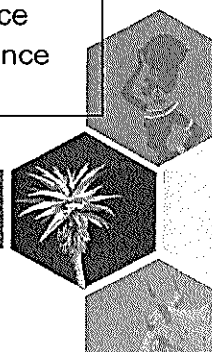
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Specified standards or performance indicators have been met and with due regard to

- ad hoc* tasks that had to be performed;
  - (c) a rating on the five-point scale for each Key Performance Area; and
  - (d) the use of the applicable assessment rating calculator to add the scores and calculate a final Key Performance Area score.
- (6) The Core Management Criteria must be assessed–
- (a) according to the extent to which the specified standards have been met;
  - (b) with an indicative rating on the five-point scale for each Criteria; and
  - (c) by using the applicable assessment rating calculator to add the scores and calculating a final score.
- (7) An overall rating is calculated by using the applicable assessment-rating calculator, Which represents the outcome of the performance appraisal, provided that the performance assessment of the Employee will be based on the following rating scale for both Key Performance Indicators and Core Management Criteria:

Level	Terminology	Description Rating
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The 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	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

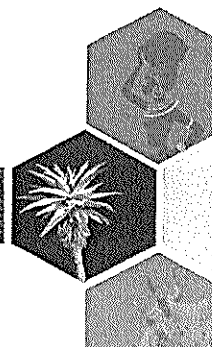
- (8) The performance of the Employee must be evaluated by an evaluation panel constituted in terms of regulation 27(4)(d), (e) and (f) of the Regulations.

### **SCHEDULE FOR PERFORMANCE REVIEWS**

- 7.(1) The performance of each Employee in relation to his or her performance agreement must be reviewed during–
- (a) January to March for the Third quarter
  - (b) April to June for the Fourth quarter,

Provided that reviews in the first and third quarter may be verbal if performance is satisfactory.

- (2) The Employer must keep a record of all performance assessment meetings, and feedback must be based on the Employer's assessment of the Employee's performance.
- (3) The Employer may amend the provisions of the Performance Plan whenever the performance management system is adopted, implemented or amended, provided that the Employee must be consulted before any such change is made.
- (4) The work performance and performance review will not be confined and limited to the performance plan, any incidental work outside the performance plan shall be performed and evaluated accordingly.



## OBLIGATIONS OF THE EMPLOYER

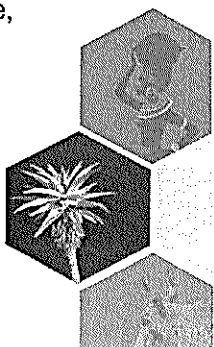
### 8. The Employer must–

- (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.

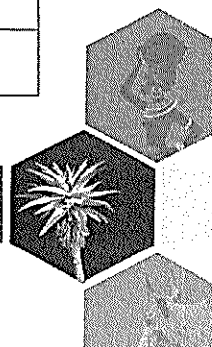


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## MANAGEMENT OF EVALUATION OUTCOMES

- 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

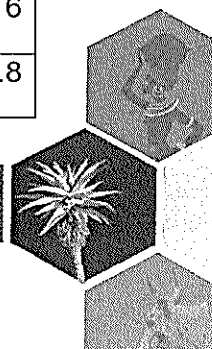


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(6) The above mentioned formula in subsection 5 shall be normalised as follows:-

RANGE	SCORE	% Bonus
<u>150 AND ABOVE</u>	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



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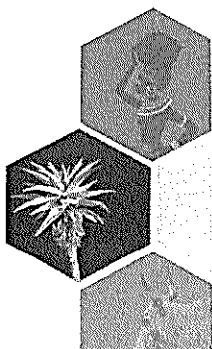
	133	5.6
	132	5.4
	131	5.2
	130	5

### SUB-STANDARD / POOR PERFORMANCE MANAGEMENT

11. (a) All endeavors shall be made to provide support in the form of guidance, training and counselling to the employee when displaying signs of sub-standard performance.
- (b) The employee shall be given adequate period ranging from four months to six months to improve performance.
- (c) Unequivocal performance targets with a succinct action plan shall be drawn up for the employee with clear results to be achieved.
- (d) The time needed for an employee to improve his/ her performance shall be dictated by the nature and level of the job.

### DISPUTE RESOLUTION

- 12.(1) Any disputes about the nature or content of the Employee's Performance Agreement, whether it relates to key responsibilities, priorities, methods of assessment and or salary increment in the agreement, must be mediated by –
- (a) The Mayor, within thirty days of receipt of a formal dispute from the Employee, whose decision shall be final and binding to both parties
- (2) Any disputes about the outcome of the Employee's performance evaluation, must be mediated by–
- (a) A member of the municipal Council, provided that such Councillor was not part of the evaluation panel contemplated in regulation 27(4)(e) of the Regulations, within thirty days of receipt of a formal dispute from the Employee, whose decision shall be final and binding on both parties.



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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.

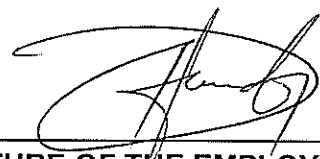
- (2) Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his or her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- (3) The performance assessment results of the Municipal 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 Kwabatha ON THIS 10 July DAY OF **2024**


AS WITNESSES:

1. 

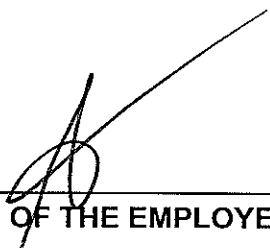
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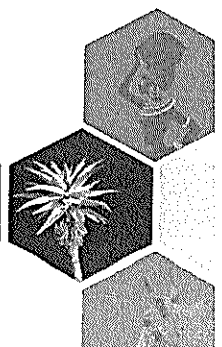
  
SIGNATURE OF THE EMPLOYER REP.

AS WITNESSES:

1. 

2. 

  
SIGNATURE OF THE EMPLOYEE REP.



Key Performance Area	Employee name and surname	Glastone Philip Tobela Nota		2	Date	15/7/2024		
	Job title	Municipal Manager		Employee's signature	Date	07/07/2024		
	Employee no.			Financial Year	2024/2025			
	Department	Municipal Managers Officer						
Programme/Project	KPI	Baseline	Budget amount	calculation type	Weight	Sources of evidence	Annual Target	
Basic Services Delivery	Community Hall Constructed - Ntutha CH, Guguvini CH, Sipalini CH and Lower Cabazana CH	5	R 12 200 000.00	Stand-Alone	2%	Progress Reports & Completion certificates	4 x Community halls	Site Establishment, Substructure, Superstructure
Basic Services Delivery	Construction of Human Settlement projects	186	R 111 000 000.00	Stand-Alone	2%	Completion Certificate	600 units	Roofing
Basic Services Delivery	houses for vulnerable group	4	R1 000 000.00	Stand-Alone	2%	Progress reports, Completion Certificates	4	Completion of four housing units
Basic Services Delivery	Surfaced municipal road lanes maintenance	100%	R1 800 000.00	Stand-Alone	2%	Potholes register & Progress Reports	100%	100%
Basic Services Delivery	Completion of Kwabazana Phase B surfacing	Base level and resurfaced municipal road lanes	R 18 000 000.00	Stand-Alone	2%	Completion certificate	4,5	Completion of 4,5kms
Basic Services Delivery	Road Construction - 26.33 km's - Kwanayathi to Mnamibithi AR 5.6 km's, Nqalweni AR 5.6 km's, Mpungulelwani AR 2.53 km's, Bhakeleni to Sekleni via Mqoma AR 8 km's, Tholeni AR 4.2 km's	9.7 kms	R 9 625 000.00	Stand-Alone	2%	Progress reports and completion certificates	26.33 km's	Site establishment, Roadbed construction
								Completion of 26.33km access roads construction

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Basic Services Delivery	Road maintenance - Sitolweni AR 3.4 km's, Mvelomzi AR 7.2 km's, Mxwene AR 4.8 km's, Nyathini bridge and AR 5.3 km's, Lusufu AR 9.5 km's, Nyathini AR 4.8 km's, Magonisini AR 6.2 km's, Luteleni AR 7.9 km's, Nlenyana to Godola AR 11.6 km's, Nanteni AR 7.4 km's, Veleni via Mbonjeni-Gamakhulu AR 9.5 km's, Mxekazi AR 12.2 km's, Mboeleni, bhitha via cabazi AR 10.5 km's, Ngolini via Ngxanga AR Maint 5.4 km's, SDA Mgwaza AR Maint 13 km's	Number of kilometres of unsurfaced road network maintained	118 km's	R	38 500 000.00	Stand-Alone	2%	Progress reports and completion certificates	118.7 km's	Projects Handover	Sites establishment	Roadbed construction	Installation of storm water pipes & completion of 118.7km's of access roads maintenance
Basic Services Delivery	Disaster Projects 63.3 km's - Lubhweni AR 12 km's, Bonga AR 6.2 km's, Mhlozi AR 9.8 km's, Ngcozana AR 7.9 km's, Badibanise AR 9.5 km's, Sibhoxweni AR 8.8 km's and Gxaku AR 9.2 km's	Number of kilometres of maintained Disaster affected access roads	80% completion	R	24 100 000.00	Stand-Alone	2%	Completion certificates	63.3kms	Tipping & Processing	Installation of storm water management systems	Completion of maintenance of 63.3kms disaster affected access roads	N/A
Basic Services Delivery	Installation of electricity infrastructure in 723 households - Brubesi 21 t/h, Mshikawuze	Number of households with installed electricity infrastructure	476 t/h	R	22 728 000.00	Stand-Alone	2%	Progress Reports & Completion certificates	723	Sites establishment	Excavations	Stringing	Installation completion of electricity infrastructure to 723 households
Basic Services Delivery	Installation of 12km Linkline	Number of installed kilometres of Maduna-Magweni Linkline	Nil	R	4 000 000.00	Stand-Alone	2%	Progress Reports & Completion certificates	12	Sites establishment	Excavations	Stringing	Installation completion of 12 kilometre linkline
Basic Services Delivery	Reconstruction of bridges - Mphokweni and Tyinima bridges	Number of reconstructed Disaster affected bridges	70% completion of reconstruction of bridges	R	6 000 000.00	Stand-Alone	2%	Progress Reports & Completion certificates	2	Bulk earthworks excavations	Construction of bridge	Reconstruction completion of Mphokweni and Tyinima	N/A
Basic Services Delivery	Provision of free basic services.	Number of indigent beneficiaries subsidised with solar, electricity and paraffin	5522 indigent Beneficiaries to be subsidised as follows - 5000 solar, 522 electricity	R	7 728 000.00	Last Value	2%	Estom Invoices, indigent Registers, Invoices for alternative energy.	4049	To subsidize 711 households - electricity on a monthly basis 1431	To subsidize 711 households - electricity on a monthly basis 1431	To subsidize 711 households - electricity on a monthly basis 1431	To subsidize 711 households - electricity on a monthly basis 1431
Basic Services Delivery	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	2%	Invoice, Close out report, pictorial evidence	1	N/A	N/A	Develop TOR and submission to SCM Ward	Wi-Fi installation in One Ward
Basic Services Delivery	Emergency Social relief	Percentage of qualifying households assisted in disaster affected areas	100% assistance to all reported disaster incidents	R	700 000.00	Stand-Alone	1%	Disaster register, disaster assessment reports on household assisted and distribution forms	100.00%	100.00%	100.00%	100.00%	100.00%
Basic Services Delivery	Domestic waste Collection	Number of households & Businesses provided with refuse solid waste collection services	849 households provided with solid waste collection services	R	1 400 000.00	Stand-Alone	1%	Household & Businesses register & Billing Register	649	649	649	649	649
Basic Services Delivery	Construction of Chithwa Recreational Park phase 2	Number of constructed Chithwa Recreational Parks Phases	phase 1	R	6 000 000.00	Stand-Alone	3%	Progress Reports & Completion Certificate	1	Site establishment	Construction of Chithwa recreational park phase 2.	Construction of Chithwa recreational park phase 2	Completion of Chithwa Recreational Park Phase
Basic Services Delivery	KwaBhaca Shooting Range construction	Number of constructed & completed shooting ranges	0	R	600 000.00	Stand-Alone	1%	Progress Reports & Completion Certificate	1	Construction of the wall and the slab	Continuation of the wall and construction of the wall	Plastering of the wall and installation of internal	Construction completion of KwaBhaca Shooting
Basic Services Delivery	Upgrading of KwaBhaca Pound	Number of upgraded KwaBhaca Animal Pound Facilities	1	R	5 000 000.00	Stand-Alone	2%	Progress Reports & Completion Certificate	1	Construction of Goats, & Sheep Sheds, and water	Continuation of the construction of Goats & Sheep Sheds, and water	Construction of Goats & Sheep Sheds & a Deep	Completion of KwaBhaca Pound Facility upgrade

Basic Services Delivery	Construction of recycling center phase 1	Number of constructed recycling centre phases.	0	R1 000 000,00	Accumulative	1%	Progress Reports & Completion Certificate	1	Site establishment	construction of the foundation slab and erection of treated side-poles	continuation of construction of foundation slabs and erection of treated side-poles and roofing	construction completion of recycling center phase 1
Basic Services Delivery	Unizwibubi Custom Feedlot and Ngunt Improvement Support Programme	Number of Custom Feedlot storage facilities constructed	2	R1 000 000,00	Stand-Alone	1%	Progress Reports & completion certificate	1	Site establishment	Construction of feedlot facility	Construction completion of One Feedlot storage facility	N/A
Local Economic Development	EPWP Jobs Created	Number of jobs created on EPWP	450 Jobs created	R 8 058 000,00	Accumulative		EPWP System Generated Report	450 Jobs	110 Jobs		110 Jobs	120 Jobs
Local Economic Development	EPWP reports submitted in compliance with grant allocated conditions	Number of EPWP reports submitted for compliance with EPWP grant conditions	12	Nil	Accumulative	4%	Copy of monthly reports	12	3 Monthly reports to be submitted to DPW	3 Monthly reports to be submitted to DPW	3 Monthly reports to be submitted to DPW	3 Monthly reports to be submitted to DPW
Local Economic Development	Scarce skills bursary	Number of students allocated with bursaries for scarce skills	10	R 1 062 883	Stand-Alone	4%	Signed study agreements and proof of payments	10	N/A	N/A	N/A	10 students subsidised with bursary for scarce skills
Local Economic Development	Career Pathing	Number of Career Exhibitions coordinated for Grade 12 Learners	1	R 1 300 000	Stand-Alone	2%	Career Pathing Report and register	1	N/A	N/A	Conduct on Career Expo for Grade 12 Learners	N/A
Local Economic Development	Crop Production Improvement Programme- Grain and Vegetables	Number of hectares planted with yellow maize	375ha	R7, 999 999,00	Stand-Alone	4%	Acknowledgement of receipt from beneficiaries/Payment Stub & Completion certificates.	375ha	Site identification for mechanization	375 - ha planted with yellow maize	N/A	N/A
Local Economic Development	Supply of rain-water harvesting equipment to Three Projects(Peach, Alice and Phuti Projects)	Number of projects supplied with rainwater harvesting equipment	3	R500 000,00	Stand-Alone	3%	Invoices & acknowledgement from recipients	3	Site establishment	Supply of rainwater harvesting equipment to Three Projects	N/A	N/A
Local Economic Development	Donga Rehabilitation	Number of Donga rehabilitation projects completed	3	R490 000,00	Stand-Alone	2%	Appointment Letters, progress reports & completion certificates	3	Sites identification	Sites establishment	Completion of 3 Donga rehabilitation projects	N/A
Local Economic Development	Sector Specific Incubation Programmes: Fashion Design, Chefs/ Culinary and Farmers	Number of SMME's enrolled under Mentorship Programme	30	R600 000,00	Accumulative	1%	Attendance Register & acknowledgement of receipt from beneficiaries	30	Beneficiary identification	30 (SMME's enrolled under Mentorship Programme)	N/A	N/A
Local Economic Development	Construction of auction crash pen (paving abutment facility)	Number of constructed Crash Pen Phases	Phase 1	R1, 000 000	Stand-Alone	2%	Progress Reports and Completion Certificates	1	Construction of abutment facility	Paving	Construction completion of Auction Crash Pan Phase Two	N/A
Local Economic Development	Ntenetyana Camp-Site Establishment	Number of established Ntenetyana Dam Campsites	Site Establishment	R448,000,00	Stand-Alone	1%	Progress Reports and Completion Certificates	1	Site Establishment & debushing	Installation of concrete chairs & construction of braai area	Ntenetyana Camp-Site Establishment completion	N/A
						1%						

5/8/3



Local Economic Development	Construction of auction crash pen (paving ablation facility)	Number of constructed Crash Pen Phases	Phase 1	R1, 000 000	Stand-Alone	1%	Progress Reports and Completion Certificates	1	Construction of ablation facility	Paving	Construction completion of Auction Crash Pen Phase Two	N/A
Local Economic Development	Ntenetyana Camp-Site Establishment	Number of established Ntenetyana Dam Campsites	Site Establishment	R448,000.00	Stand-Alone	1%	Progress Reports and Completion Certificates	1	Site Establishment & debushing	Installation of concrete chairs & construction of braai area	Ntenetyana Camp-Site Establishment completion	N/A
Municipal Financial Viability	Mid-year reporting (S72 Report), Budget Approval/Reporting	Number of BTO statutory reports and plans developed	5	5 000,00	Accumulative	4%	Signed Certificate by MM & 5 Mayor and Proof of submission to National Treasury & PT; Council Resolution for Budget approval, Proof of submission to Provincial and National treasury; Q3 GRAP Compliant AFS Set Submitted to IA, Proof of Submission to IA, Q1 GRAP Compliant AFS Set Submitted to IA and External Audit	1	1 (Set of GRAP Financial statements by 31 August 2024 for the period ending 30 June 2024)	Nil	1 (Sec 72 Report submitted to PT & NT by 25 January 2024); 1 (Submission of 2025 Draft budget to Council for Noting by the 30th of March 2025); 1 (Set of GRAP Financial statements by 28 February 2025 for the period ending 31 December 2024.)	1 (Submission of 2026 Final budget to Council for approval by the 31st of May 2025)
Municipal Financial Viability	Payment of creditors	Percentage of Creditors paid within 30 days of receipt of a valid invoice	100%	Nil	Stand-Alone	2%	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)	100% (Creditors paid within 30 days of receipt of a valid invoice)
Municipal Financial Viability	Debt Collection	Revenue amount collected	44 000 000 collected during 2023/2024 financial year	R7 060 000,00	Accumulative	2%	Section 71 dashboard reports, VAT refunds statements.	R46 000 000,00	R39 000 000,00	R2 333 333,00	R2 333 333,00	R2 333 333,00
Municipal Financial Viability	Cash/Cost coverage ratio	Liquidity Ratio	3	Nil	Accumulative	2%	Section 71 dashboard reports, VAT refunds statements.	3	3	3	3	3
Municipal Financial Viability	Audit Improvement	Percentage reduction of repeat audit findings	0	Nil	Stand-Alone	2%	Audit report by AG, IA Review Reports & Annual Financial Statements	100%	Annual Financial Statement preparation & Submissions	100% Reduction of Repeat Audit Findings	N/A	N/A
Municipal Financial Viability	Risk Adjusted Strategy Imperatives Implementation	Percentage expenditure of all Conditional Grants in line with Adjusted Strategy Imperatives	100%	Total Allocation	Accumulative	3%	Financial System Reports	100,00%	30,00%	80,00%	85,00%	100,00%
Municipal Financial Viability	Improvement in audit opinion expressed on financial statement by Auditor general	Audit Opinion	Unqualified audit opinion	Nil	Stand-Alone	2%	Audit report by AG	100,00%	N/A	N/A	1 (Unqualified audit opinion)	N/A
Institutional development and transformation	Strategic Planning Sessions coordinated	Number of Strategic Planning Sessions Coordinated	4	R80 000,00	Accumulative	5%	Attendance Register Strategic planning report	4	N/A	2	2	N/A

Good Governance and Public Participation	Annual Reporting: Oversight Report & SDBIP Performance Reporting	Number of compliance reports consolidated	8	Nil	Accumulative	Council Resolution extract: Final Annual Report and Council Resolution extract; Oversight Report & Council resolution extract	8	2 (2023/2024FY APR and 2023/2024FY Q4)	1 (2024/2025FY Q1)	2 (2024/2025FY Mid-Year & 2024/2025FY Q2); 1 Annual Report & 1 Oversight Report	1 (2024/2025FY Q3)
	Three-year Contract for Land survey services	Percentage of sites surveyed	1	R1 000 000.00	STD	45%	100.00%	100%	100%	100.00%	100.00%
Spatial Planning						2%					

## PERFORMANCE PLAN 2024/2025

Entered 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

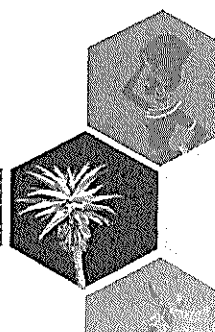
The following objects of local government will inform the *Municipal Manager* against set performance indicators:

- 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:

- 3.1 Basic Service Delivery.



- 3.2 Municipal Institutional Development and Transformation.
- 3.3 Local Economic Development
- 3.4 Municipal Financial Viability and Management.
- 3.5 Good Governance and Public Participation
- 3.6 Spatial development

#### 4. Key Performance Objectives and Indicators, for the *Municipal Manager*


The provisions and statutory time frames contained in the following legislation are required to be reported on and measured:

- 4.1 Local Government: Municipal performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Manager, 2006 (Regulation No. R805, dated 1 August 2006)
- 4.2 Regulation No. 796 (Local Government: Municipal Planning and Performance Management Regulations, 2001) dated 24 August 2001
- 4.3 Municipal Finance Management Act, 2003,
- 4.4 Municipal Structures Act, 1998, in particular but not limited to Section 29 and 50
- 4.5 Umzimvubu Delegation of powers, particularly, powers delegated to Chief Financial Officer
- 4.6 Municipal Systems Act, 2000, in particular, but not limited to, Chapter 6, 7 sections 66 and 71, Schedule 2

Signed and accepted by:

Job title:

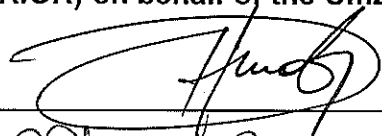
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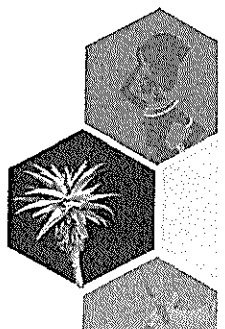
  
\_\_\_\_\_  
*MUNICIPAL MANAGER*  
\_\_\_\_\_  
*09/07/24*

Signed by the (IMMEDIATE SUPERIOR) on behalf of the Umzimvubu Local Municipality

Manager:

Date:

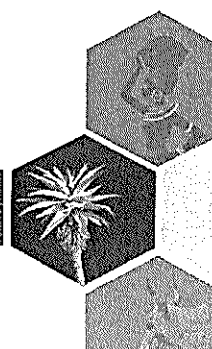
  
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*08/07/2024*



## PERSONAL DEVELOPMENT PLAN 2024/2025

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

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 / Political Science or equivalent from a recognized tertiary institution.
  - b. Minimum of 5 years Senior Management experience preferable at 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?
  - Master of Business Administration
  - B-Degree in Public Management /Law
  - More than 20 years Senior Management Experience preferable at a Local Government
  - 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.)
  - NA
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

- EXECUTIVE DEVELOPMENT PROGRAMME- STELLENBOSCH UNIVERSITY

7. Comments/Remarks of the Incumbent

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8. Comments/Remarks of the supervisor

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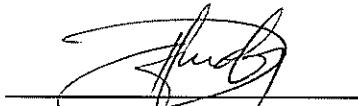
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Agreed upon

Signature:



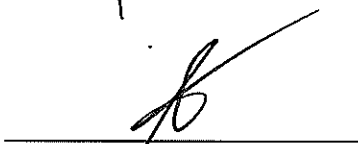
Supervisor:

Mayer

Date:

08/07/2024

Signature:



Incumbent:

SPT MOTA

Date:

08/07/2024

