

HARRY GWALA DEVELOPMENT AGENCY



PERFORMANCE AGREEMENT OF MR QINISO MNGUNI

CHIEF EXECUTIVE OFFICER

ASSESSMENT PERIOD	2026 / 2027
EMPLOYEE	Mr Qiniso Mnguni

DOCUMENT CONTROL

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Employee: Mr Qiniso Mnguni, Chief Executive Officer

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2026/2027 PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN
HARRY GWALA DEVELOPMENT AGENCY (PTY) LTD
“The Employer”

Herein represented by **MR ZF BALENI** in his capacity as the
CHAIRPERSON OF THE BOARD

And

CHIEF EXECUTIVE OFFICER (CEO)
MR QINISO MNGUNI

Hereinafter referred to as the *“Employee”* as employed by the Harry Gwala Development Agency (Pty) Ltd.

WHEREBY IT IS AGREED AS FOLLOWS:

ABSTRACT

The signature of the Performance Agreement serves as compliance with the provisions of Section 57(4)(a), (4)(b) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties.

FOR THE FINANCIAL YEAR:

1 JULY 2026 – 30 JUNE 2027

ACRONYMS

BEE	-	Black Economic Empowerment
CCR	-	Core Competency Requirement
CEO	-	Chief Executive Officer
Board	-	Board of Directors
HOD	-	Head of Department
IDP	-	Integrated Development Plan
KPA	-	Key Performance Area
KPI	-	Key Performance Indicators
LED	-	Local Economic Development
MSA	-	Municipal Systems Act no. 32 of 2000
Nedlac	-	National Economic Development and Labour Council
OPMS	-	Organisational Performance Management System
IPMS	-	Individual Performance Management System
PA	-	Performance Agreement
PDP	-	Personal Development Plan
PIMS	-	Planning Implementation and Management Support
PP	-	Performance Plan
RSA	-	Republic of South Africa
SCM	-	Municipal Supply Chain Management Policy
SDBIP	-	Service Delivery and Budget Implementation Plan

DEFINITIONS

Ruling Language	-Refers to the language parties to the contract choose to use as a medium for formal communication between them.
Financial Year	-Refers to the 12-month period which the organization determines as its budget year.

Chief Executive Officer – Refers to the accounting officer of the Agency (CEO)

Office of the CEO - Refers to the office of the accounting officer

The employee - Refers to Qiniso Mnguni

The employer - Refers to Harry Gwala Development Agency

CFO - Refers to the Chief Financial Officer

INTERPRETATION

In this agreement, unless the context clearly indicates a contrary intention: -

- The head notes are for reference purposes only and shall not affect the interpretation of any part hereof.
- The singular includes the plural and vice versa
- A reference to one gender includes the other genders.
- Any schedules and annexure shall be initialed by the parties for the purposes of identification and form part of this agreement as if specifically included herein.

GENERAL PROVISIONS

1. INTRODUCTION

- 1.1 The Employer has entered a contract of employment with the employee Mr Q Mnguni for a period of five (5) years, in terms of section 57(1) (a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").
- 1.2 Section 57(1) (b) of the Municipal Systems Act, read with the contract of employment concluded between the parties, requires the parties to conclude an Annual Performance Agreement. That the parties hereby agree to have this contract developed in terms of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly accountable to Municipal Managers, 2006.
- 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 This performance contract is between **MR Q MNGUNI (ID: 8911016015083)**, the Chief Executive Officer (CEO), and **MR ZF BALENI (ID: __8804045565089__)** the Board Chairperson of Harry Gwala Development Agency. It is for the 2026/ 2027 financial year only. The expected performance reflected in this contract is based on the Growth and Development Strategy, the Integrated Development Plan 2022/23 – 2026/27 adopted in May 2024, the 2026/27 Service Delivery and Budget Implementation Plan. The aforementioned documents have been adopted as the working documents of the Harry Gwala District Municipality as well as Harry Gwala Development Agency and therefore, shall be the basis of the performance assessment.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to

- 2.1. Comply with the provisions of Section 57(4)(a), (4)(b) and (5) of the Systems Act 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.

- 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/her 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 Employers 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 2026 and will remain in force until 30 June 2027, notwithstanding that a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for each 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 or 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, board or agency decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. STRATEGIC OBJECTIVES AND KEY PERFORMANCE AREAS

- 4.1 The Chief Executive Officer (CEO) has the overall responsibility of ensuring overall management of the Agency and that it executes its functions properly and that departments are assisted and co-ordinated to reach their targets as set in the Service Delivery and Budget Implementation Plan.

- 4.2 Provide overall executive strategic leadership to the management and staff of the Agency.
- 4.3 Provide leadership in business modelling and strategy development, implementation and monitoring for economic growth and key priority sectors.
- 4.4 Ensure effective management capacity for the Agency to realise its strategic goals and in accordance with national and provincial legislation and policies and procedures approved by the Board.
- 4.5 Establish linkages with the shareholders, local industry players and local municipalities on driving the mandate of the Agency with open, transparent and cooperative relationships.
- 4.6 Develop funding model for the Agency's financial sustainability.
- 4.7 Manages the key performance indicators of the Agency, including overall budget control, financial performance, key stakeholders' relations and staff morale.
- 4.8 Ensures total compliance to all legislative and regulatory provisions governing the Agency and its stakeholders.
- 4.9 Ssupport the Board in achieving the vision of the municipal entity.

As the head of Municipal Entity, the CEO is, subject to the policy directions of the Agency, responsible and accountable, *inter alia* for:

- The management of an economical, effective, efficient and accountable Municipal entity.
- The management of the Municipal entity's administration in accordance with all legislation and policy applicable to the municipality.
- The implementation of municipal entity's plans including but not limited to, the IDP, Growth and Development Strategy, Performance Management Plan and Service Delivery and Budget Implementation Plan.
- Promotion of sound labour relations and compliance by the municipal entity with applicable labour legislation
- Advising the Board and Council on areas of performance.

5. PERFORMANCE OBJECTIVES

- 5.1. The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Business Plan of the Agency as well as the Growth and Development Strategy and the Budget of the Employer and shall include key objectives; key performance indicators; target dates and weighting.
- 5.2. 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 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.
- 5.3. The Employee's performance will, in addition, be measured in terms of contribution.
- 5.4. The Performance Plan (Annexure A) sets out the performance objectives and targets that must be met by the Employee; and the time frames within which those performance objectives and targets must be met.

6. PERFORMANCE BONUS & ANNUAL SALARY ADJUSTMENT

In accordance with Regulation 32, a performance bonus, based on affordability may be paid to the Employee after: -

- 6.1 If the CEO performs or achieves an outstanding performance, he shall qualify for the annual performance bonus in accordance with the contract of employment entered between the Board chairperson and the CEO on 01 July 2026 as well as the results of the performance evaluation agreed to in terms of this contract.
- 6.2 The acceptability of the level of her performance or otherwise shall be determined and declared by the performance evaluation team in accordance with the provision of this agreement, following the receipt of a report on the CEO's achievement or otherwise of the KPIs as reflected in Annexure "A" of this contract.

- 6.3 The attached Annexure "A" and referred to above has listed Key Performance Areas (KPAs) and Core Competency Requirements (CCRs) that are worth 100 points.
- 6.4 Each KPA consists of Key Performance Indicators and CCR that have different weightings.
- 6.5 A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance. In determining the performance bonus, the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator; provided that:
- I. A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9% and
 - II. A score of 150% and above is awarded a performance bonus ranging from 10% to 14%
- 6.7 In the case of unacceptable performance, the employer shall:
- a) Provide systematic or developmental support to assist the employee to improve his/her performance; and
 - b) After appropriate performance counselling and having provided the necessary guidance and/or support and reasonable time for improvement in performance, and performance does not improve, the employer may consider steps to terminate the contract of employment of the CEO on grounds of unfitness or incapacity to carry out his or her duties.
- 6.8 A performance bonus for outstanding performance or an in-kind recognition of effective performance shall only be effected after,
- I. The annual report for the financial year under review has been tabled and adopted by the Board and municipal council.
 - II. An evaluation of performance in accordance with the provisions of regulation 23 and this contract; and
 - III. Approval of such evaluation by the Board and municipal council as a reward for outstanding performance or effective performance.
- 6.9 The increment for 2026/2027 shall be based on clauses in the CEO's employment contract concluded between him/her and the Board and the provisions of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, 2006.

- 6.10 The employer shall grant annual salary adjustment linked to a cost-of-living adjustment based on market indicators which is not performance based, upon the signing of performance contract.

The increment shall only be affected only after this performance contract has been signed by the Chief Executive Officer of the Agency.

8. PERFORMANCE MANAGEMENT SYSTEM

- 8.1. The Employee agrees to participate in the Performance Management System that the Employer adopts or introduces for the Employer, Management and officials of the Agency.
- 8.2. 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 officials to perform to the standards required.
- 8.3. 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.

9. INDIVIDUAL PERFORMANCE CONTRACT SIGNING AND REPORTING

- 9.1. The performance contract shall be concluded between each employee within 30 calendar days reckoned from the first day of the new financial year or 60 calendar days upon commencement of employment in respect of all officials appointed and entered into a performance management system. This is in line with section 57 (2) of the Municipal Systems Act of 2000. Failure to comply with this deadline means an employee is not eligible for a performance bonus or a progression for the performance cycle in question, unless proof of compliance can be provided to the Accounting Officer and may result in the employee and his supervisor being subjected to disciplinary action.
- 9.2. The employee who incurred Unauthorised, Irregular Fruitless and Wasteful (UIFW) expenditure, will not receive performance bonuses for the year under review.
- 9.3. The Chairperson shall ensure inclusion of the attainment of Unqualified Audit Opinion as a minimum in the Performance Agreement of Chief Executive Officer.
- 9.4. The Chief Executive Officer shall choose all Six (6) National KPAs, with a total weight of 100%.

- 9.5 The employee other than Chief Executive Officer and Section 56 Managers, will choose a maximum of ten (10) core competency requirements (CCRs) including compulsory core managerial requirements (CMRs) with a total weight of 100%, whilst Chief Executive Officer and Section 56 Managers are required to choose all CCRs.
- 9.6. Employees who are on performance contract shall report their performance in a prescribed to. All individual quarterly performance reports shall be due for submission to the immediate superiors on or before the 15th or should the 15th fall on the weekend, they will be due on a Monday following the 15th after the end of each quarter. Failure to comply with this deadline means an employee is not eligible for a performance bonus or a progression for the performance cycle in question unless proof of compliance can be provided to the Accounting Officer and may result in the employee and his or her supervisor being subjected to disciplinary action.
- 9.7. Quarterly, Mid-year and annual performance reports will be due for submission to the IPMS unit on or before the 20th after the end of each quarter, first six-month period and financial year respectively. And thereafter submitted by IPMS to Internal Audit on or before the 30th after the end of each quarter. Failure to comply with this deadline means an employee is not eligible for a performance bonus or a progression for the performance cycle in question unless proof of compliance can be provided to the Accounting Officer and may result in the employee and his supervisor being subjected to disciplinary action.
- 9.8. Each employee will be responsible for keeping his or her personal copies of the performance contract and individual performance reports in a safe place for reference purposes.
- 9.10. Signed copies of the Performance Contracts of the Accounting Officer and Section 56 Managers will be presented to the Audit Committee as evidence of compliance as a matter of due diligence on the part of the Agency.
- 10. THE EMPLOYEE AGREES TO PARTICIPATE IN THE PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM THAT THE EMPLOYER ADOPTS**
- 10.1. The Employee undertakes to actively focus on the promotion and implementation of KPA's (including special projects relevant to the employee's responsibilities) within the Local Government Framework.

- 10.2. 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.
- 10.3. The Employee must be assessed against both components and each area of assessment will be weighted and will contribute a specific part to the total score.
- 10.4. A weighting for the KPA's that cover the main areas of work will account for 80% of the final assessment and CF will account for 20% of the final assessment.
- 10.5. The Employee's assessment will be based on his 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
- 10.6. The Competency Framework CF will make the other 20% of the Employee's assessment score. The Competency Framework (CF) as contained in the Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers must be used for this purpose. The said Regulations state that there is no hierarchical connotation to the structure and all competencies must therefore be considered as measurable and critical in assessing the level of a Chief Executive Officer's performance.

11. EVALUATING PERFORMANCE

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

The annual performance appraisal will involve:

- I. Assessment of the achievement of results as outlined in the performance plan.
- II. Assessing the extent to which the specified standards or KPIs have been met with due regards to ad-hoc tasks that had to be performed under the KPAs and CCRs.

The criterion upon which the performance of the employee shall be assessed consists of two components, both of which shall be contained in the performance plan: -

- I. The employee must be assessed against both components, with a weighting of **80:20** allocated to the KPAs and the CCRs respectively.
- II. Each area of assessment will be weighted and will contribute a specific part to the total score.
- III. The assessment of the performance of the Employee will be based on the following

A five-point rating scale to be used for both KPAs and CCRs is the following:-

Level	Terminology	Description Rating	Rating
5	Superior	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 Annual Work Plan and maintained this in all areas of responsibility throughout the year.	
4	Advanced	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	Competent	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 Annual Work Plan.	
2	Basic	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 Annual Work Plan. Applies basic concepts, methods and understanding of local government operations, but requires supervision and development intervention.	

1	Unacceptable	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all the performance criteria and indicators as specified in the PA and Annual Work 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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The achievement levels indicated in the table below serve as a benchmark leading and core competencies.

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ACHIEVEMENT LEVEL	DESCRIPTION
Competent (rating= 3)	Develops and applies more progressive concepts, method and understanding, plans and guides the work of others and executes progressive analyses.
Advanced (rating =4)	Develops and applies complex concepts, methods and understanding. Effectively directs and leads group and executes in-depth analyses.
Superior (rating =5)	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods.

Number	Key Performance Areas (80% of Total)	Weighting
1	Municipal Institutional Development and Transformation	15%
2	Basic Service Delivery	15%

3	Local Economic Development	30%
4	Municipal Financial Viability and Management	20%
5	Good Governance and Public Participation	10%
6	Cross Cutting Interventions	10%
	Total	100%

7.5. Competency framework structure.

7.5.1. The competencies that appear in the competency framework are detailed below.

LEADING COMPETENCIES	
People Management	• Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management
Program and Project Management	• Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation
Financial Management	• Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring
Governance Leadership	• Policy Formulation • Risk and Compliance Management • Cooperative Governance
CORE COMPETENCIES	
Moral Competencies	
Planning and organising	
Analysis and Innovation	
Knowledge and Information Management	
Communication	
Result and Quality Focus	

COMPETENCY FRAMEWORK STRUCTURE			
Number	CRITICAL LEADING COMPETENCIES	✓	WEIGHT
1	Strategic Direction and Leadership		10%
2	People Management		8%
3	Program and Project Management		10%
4	Financial Management		10%

5	Change Leadership		10%
6	Governance Leadership		10%
Number	CORE COMPETENCIES		
1	Moral Competence		7%
2	Planning and organising		7%
3	Analysis and Innovation		7%
4	Knowledge and Information Management		7%
5	Communication		7%
6	Results and Quality Focus		7%
	Total percentage		100%

Managers must subscribe to the following Batho Pele principles.

- Consultation
- Setting service standards
- Increasing access
- Ensuring courtesy
- Providing information
- Openness and transparency
- Redress
- Value for money
- Encouraging Innovation and Rewarding excellence
- Customer Impact
- Leadership and Strategic Direction

12. MONITORING AND EVALUATION

The monitoring and performance reviews for each quarter as determined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, 2006 shall be comprised of the Board chairperson, and their brief will be to assess the performance of the Chief executive Officer in line with the performance requirements as outlined in Annexure "A" of this contract.

Despite the in-year reviews, the employer shall establish an assessment team to conduct an annual performance review.

The **evaluation panel/ team** to conduct an annual assessment shall be composed as follows:

The Chairperson of the Board

The Deputy Mayor of Harry Gwala District Municipality

Chairperson of the Audit /Performance Audit Committee.

Chairperson of Governance & Operations Portfolio Committee

HGDM Municipal Manager (or delegate)
Performance Management Specialist/ Official - HGDA: Secretariat

13. SCHEDULE FOR PERFORMANCE REVIEWS

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

QUARTER	REVIEW PERIOD	REVIEWS TO BE COMPLETED BY
First Quarter	July to September 2026	31 October 2026
Second Quarter	October to December 2026	31 January 2027
Mid-term	July to December 2026	31 January 2027
Third Quarter	January to March 2027	30 April 2027
Fourth Quarter	April to June 2027	31 July 2027
Annual	July 2026 to June 2027	31 July 2027

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

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

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.

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

14. DEVELOPMENTAL REQUIREMENTS

10.1 The Personal Development Plan (PDP) (Annexure C) for addressing development gaps is attached as Annexure A. Such 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 change is made.

15. OBLIGATIONS OF THE EMPLOYER

The Employer shall:

- 15.1 Create an enabling environment to facilitate effective performance by the Employer.

- 15.2 Provide access to skills development and capacity building opportunities
- 15.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee.
- 15.4 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 terms of this Agreement.
- 15.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him or her to meet the performance objectives and targets established in terms of this Agreement.

16. CONSULTATION

- 16.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others.
- 16.2 A direct effect on the performance of any of the Employee's functions.
- 16.3 Commit the Employee to implement or to give effect to a decision made by the Employer
- 16.4 A substantial financial effect on the Employer.
- 16.5 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 16.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

17. AWARDING PERFORMANCE BONUS

- 17.1 The following table will be used to determine the payment of performance bonus to a Performance contract employee:

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
99% and below	Compulsory performance counselling

18. MANAGEMENT OF EVALUATION OUTCOMES

- 18.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 18.2 A performance bonus of 5% to 14% of inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.
- 18.3 In the case of Chief Executive Officer, the Board Chairperson shall settle the dispute within thirty (30) days of receipt of a formal dispute from the employee, or any other person designated by the Board Chairperson; and whose decision shall be final and binding on both parties.

- 18.4 If the mediation process contemplated above fails] clause 19.3 of the contract of employment shall apply.

19. GENERAL

- 19.1 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
- 19.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his or her contract of employment or the effects of existing or new regulations) circulars, directives or other instruments.

20. DISPUTE RESOLUTION

In case of disputes, which cannot be resolved through negotiations and mediation, the employee has a right to refer the case to the Board Chairperson who must settle the case within thirty (30) days of receipt of a formal written dispute referral. The decision of the Board Chairperson shall be deemed final and binding on both parties.

21. JURISDICTION

Regardless of the place of execution, performance or domicile of the parties, this contract and all modifications and amendments hereof shall be governed by and construed under and in accordance with the laws of the Republic of South Africa.

22. WHOLE AGREEMENT

The parties to this contract agree that this contract constitutes the whole agreement and arrangement for the performance of the Chief Executive Officer with effect from 01 July 2026.

No agreement, varying, adding to, deleting from or cancelling this contract, shall be effective unless reduced to writing and signed by both parties. The following appendices attached to this contract will have the same force and effect as if they were written in this section of the contract:

ANNEXURE A: PERFORMANCE PLAN (SDBIP)

ANNEXURE B: KPA'S AND CORE COMPETENCY REQUIREMENTS (CCR'S)

ANNEXURE C: PERSONAL DEVELOPMENT PLAN

APPENDIX 1: COMMITMENT OF TEAM REPORTING DIRECTLY TO THE CHIEF EXECUTIVE OFFICER

COMMITMENT OF THE CEO

I, Mr QINISO MNGUNI, hereby make this commitment to achieve targets as set in this performance contract between myself and the employer. As the CEO, I understand that targets are impossible to achieve without my full support and co-operation. I therefore, accept both our individual and collective responsibilities towards the attainment of the set targets.

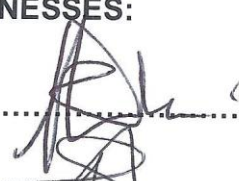
Signed by



MR Q MNGUNI
CHIEF EXECUTIVE OFFICER
EMPLOYEE

19 JUNE 2026
DATE

AS WITNESSES:

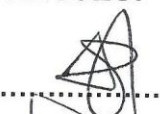
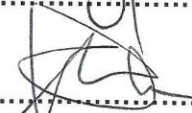
1. 
2. 



MR ZF BALENI
BOARD CHAIRPERSON

19 JUNE 2026
DATE

AS WITNESSES:

1. 
2. 

Thus, done and signed at H.G.D.A.....on this the 19.....day of JUNE....

ANNEXURE “A”

PERFORMANCE PLAN FOR THE FINANCIAL YEAR 2026/2027 (1 JULY 2026 TO 30 JUNE 2027)

KEY PERFORMANCE AREAS (KPAs)

- MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT
- BASIC SERVICE DELIVERY
- LOCAL ECONOMIC DEVELOPMENT
- FINANCIAL VIABILITY AND MANAGEMENT
- GOOD GOVERNANCE AND COMMUNITY PARTICIPATION
- CROSS CUTTING INTERVENTIONS

ANNEXURE “B”

CORE COMPETENCY REQUIREMENTS (CCR's) FOR PERFORMANCE ASSESSMENTS PURPOSES

KEY PERFORMANCE AREAS FOR CHIEF EXECUTIVE OFFICER	WEIGHTING	SCORE
Municipal Transformation and Institutional Development	15%	
Basic Service Delivery	15%	
Local Economic Development	30%	
Financial Viability and Management	20%	
Good Governance and Public Participation	10%	
Cross Cutting Interventions	10%	

TOTAL	100%	
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LEADING CORE COMPETENCIES:

LEADING COMPETENCIES		
STRATEGIC DIRECTION AND LEADERSHIP	▪ Impact and influence ▪ Institutional performance ▪ Strategic Planning and Management ▪ Organizational awareness	WEIGHT %
		15%
PEOPLE MANAGEMENT	▪ Human Capital planning and Development ▪ Diversity Management ▪ Employee relations Management ▪ Negotiation and dispute Management	15%
PROGRAM AND PROJECT MANAGEMENT	▪ Program and Project planning and Implementation ▪ Service Delivery Management ▪ Program and Project Monitoring and Evaluation	30%
FINANCIAL MANAGEMENT	▪ Budget planning and Execution ▪ Financial strategy and Delivery ▪ Financial reporting and Monitoring	20%
CHANGE LEADERSHIP	▪ Change Vision and Strategy ▪ Process design and improvement ▪ Change impact, Monitoring and Evaluation	10%
GOVERNANCE LEADERSHIP	▪ Policy Formulation ▪ Risk and Compliance Management ▪ Cooperative Governance	10%
TOTAL		100%

CORE COMPETENCIES	WEIGHT %
Moral Competencies	7%
Planning and organizing	7%
Analysis and Innovation	7%
Knowledge and information management	7%
Communication	7%
Results and Quality focus	7%
TOTAL	100%

ACHIEVEMENT LEVELS						
ACHIEVEMENT LEVEL	DESCRIPTION	RATING				
BASIC	Applies basic concepts, methods and understanding of local government operations, but requires supervision and development intervention.	1	2	3	4	5
COMPETENT	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses.	1	2	3	4	5
ADVANCED	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses.	1	2	3	4	5

ANNEXTURE “C”

2026/2027 PERSONAL DEVELOPMENT PLAN

NAME : QINISO MNGUNI

JOB TITLE : CHIEF EXECUTIVE OFFICER

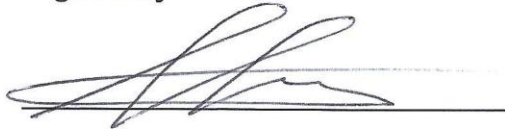
EMPLOYER : HARRY GWALA DEVELOPMENT AGENCY

COMPETENCY TO BE ADDRESSED	PROPOSED ACTIONS	TIME-FRAME	EXPECTED OUTCOME

Commitment of Management Team reporting directly to the Chief Executive Officer

I, Mr/ L.L. Makhaye....., hereby make this commitment to support the Chief Executive Officer (CEO), to achieve targets as set in this performance contract between him and the employer. As a support manager, I understand that his targets are impossible to achieve without our full support and co-operation. I therefore, accept both our individual and collective responsibilities towards the attainment of the set targets.

Signed by



Mr L Makhaye: Chief Financial Officer

ANNEXURE “D”

SUPPLEMENTARY GENERAL PROVISIONS

D1. Confidentiality

Each party shall keep confidential all information of a sensitive, proprietary, or personal nature disclosed to it by the other party in the course of this Agreement, and shall not disclose such information to any third party without the prior written consent of the other party, save where disclosure is required by law, by a competent court or regulator, or for the proper performance of this Agreement.

D2. Notices

Any notice or communication required or permitted in terms of this Agreement shall be in writing and shall be delivered by hand, registered post, or email to the physical or email address of each party as recorded in the Agency's official records, and shall be deemed to have been received on the date of delivery, or in the case of email, on the first business day following transmission unless the sender receives notice that delivery failed.

D3. Severability

Should any provision of this Agreement be found by a court or tribunal of competent jurisdiction to be invalid, unlawful, or unenforceable, that provision shall be severed from the remainder of the Agreement, which shall continue to be of full force and effect as though the invalid, unlawful, or unenforceable provision had not been included.

D4. Conflict of Interest

The Employee shall, throughout the currency of this Agreement, disclose to the Employer in writing any actual, potential, or perceived conflict of interest that may arise between the Employee's personal or business interests and the Employee's duties and responsibilities under this Agreement, and shall recuse himself from any decision-making process where such a conflict exists, in accordance with the Agency's Supply Chain Management Policy and applicable governance frameworks.

Code (Original)	Project Name	Ward Information / Institutional	Key Performance Indicator (KPI)	Weighting	Unit of Measure	Activities / Items	Annual Budget (R)	Adjustment Budget	Locality / Regional Indicator	Functionality / Sub-Functionality	Person responsible for the indicator	Region (MSCOA)	Source of funding	Demand	Backlog	Baseline (2025/2026 FY)	2026/2027 SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN PERFORMANCE TARGETS										Individual score 1-5	Motivation for the scores above 3	Supervisor score 1-5	Panel score 1-5	Reasons for underperformance/overperformance	Corrective action taken to address underperformance/overperformance	Means of Verification
																	Q1 TARGET (01-Jul-26 - 30-Sep-26)	Q2 TARGET (01-Oct-26 - 31-Dec-26)	Mid-Term Target (01-Jul-26 - 31-Dec-26)	Q3 TARGET (01-Jan-31 March 2027)	Q4 TARGET (1 April- 30 June 2027)	Annual Target (01-Jul-25 - 30-Jun-27)											
NKPA1: MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT																																	
A1	2026/27 Workplace Skills Plan to the Board	Institutional	Date by which the 2027/2028 WSP is submitted to the Board for approval	3%	Date	1.Conduct organisational Skills Audit 2.Consolidate and analyse identified training needs 3.Compile draft 2027/2028 Workplace Skills Plan 4.Submit WSP to LGSETA for funding consideration 5.Prepare formal report and submission pack for Board approval	R0.00	N/A	HGDA	HR / Corporate Services	Corporate Services Manager	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	30-Apr-27	None	Workplace Skills Plan submitted to the Board and adopted in 2025/2026 FY)	N/A	N/A	N/A	N/A	30-Apr-27	30-Apr-27								1.Approved and signed WSP document 2.Extract of Board resolution 3.Submission acknowledgement from LGSETA 4.Skills Audit report file			
A2	Capacitation of Agency's Human Capital	Institutional	Number of training programmes provided as implementation of the Work Skills Plan (WSP) by 30 June 2027	2%	Number	1. Conduct Skills Needs Analysis 2.Develop Annual Training Implementation Plan 3.Coordinate and Schedule Training Sessions and thus implement Training Programmes 4. Maintain Training Records and Evidence 5.Report on Training Implementation 6.Submit Annual Training Report (ATR) Manco, HR & Finance Standing Committee and Board	R260 000.00	R0.00	HGDA	HR / Corporate Services	Corporate Services Manager	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	5	None	New	N/A	N/A	NA	N/A	5	5								1. Annual Training Plan 2.Attendance register 3. Programme and report of the programme/s attended			
A3	2026/27 Performance Agreements for Senior Managers	Institutional	Date by which the 2026/27 Performance Agreements for HGDA Senior Management are signed and uploaded onto the HGDA website	4%	Date	1.Facilitate signing of Performance Agreements between CEO, CFO, and reporting supervisors 2.Ensure alignment of individual Performance Plans (IPPs) with organisational SDBIP and strategic objectives 3.Finalise and validate all Senior Management Performance Agreements 4.Upload signed Performance Agreements onto the HGDA official website Maintain record of publication and accessibility compliance	R0.00	N/A	HGDA	PMS	Strategic and Executive Support	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency.	HGDM	31-Jul-26	None	Only the CFO's Performance Agreement was uploaded to the website in the 2025/2026 financial year.	31-Jul-26	N/A	31-Jul-26	N/A	N/A	31-Jul-26								1.Signed 2026/27 performance agreements 2. Screenshot of uploaded performance agreements from the website			
A4	2025/2026 Annual Performance Assessments	Institutional	Date by which the 2025/26 Annual Performance Assessments for HGDA CEO and CFO are conducted	3%	Date	1. Collate performance information. 2. Submit workplan and POE's to Internal Audit for review. 3.Convene 2024/2025 annual performance assessments for CEO and CFO	R0.00	N/A	HGDA	PMS	Strategic and Executive Support	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency.	HGDM	28-Feb-27	Not achieved in Projected quarter in 2025/2026 FY	2025/26 Annual Performance Assessments for HGDA CEO and CFO were not conducted by date	N/A	N/A	N/A	28-Feb-27	N/A	28-Feb-27								Agenda.Signed Attendance Register & Minutes of assessments			
A5	2026/27 Mid- Term Performance Assessments	Institutional	Date by which the 2026/27 Mid-Term Performance Assessments for HGDA CEO and CFO are conducted	3%	Date	1. Collate performance information. 2. Submit workplan and POE's to Internal Audit for review. 3. Convene 2026/2027 Mid-Term performance assessment.	R0.00	N/A	HGDA	PMS	Strategic and Executive Support	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency.	HGDM	28-Feb-27	Not achieved in Projected quarter in 2025/2026 FY	2025/26 Mid- Term Performance Assessments for HGDA CEO and CFO were not conducted by date	N/A	N/A	N/A	28-Feb-27	N/A	28-Feb-27								Agenda.Signed Attendance Register & Minutes of assessments			
NKPA2: BASIC SERVICE DELIVERY AND INFRASTRUCTURE DEVELOPMENT																																	
B1	Repairs and Maintenance (HGDA Offices)	Entire District	Percentage of planned repairs and maintenance activities performed at HGDA Offices by 30 June 2027	5%	Percentage	1. Develop an annual plan for current FY 2. Review & monitor the implementation of the facilities maintenance plan priorities aligned to maintenance 3. Advertise maintenance areas identified as per the maintenance plan	R100 000.00	R0.00	HGDA	Corporate Services	Corporate Services Manager	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency.	HGDM	100%	Repairs and Maintenance budget not 100% spent in the 2025/2026 financial year	100% Budget spent on repairs and maintenance of HGDA offices in 2025/2026 FY	N/A	N/A	N/A	N/A	100%	100%								1. Signed Repairs and Maintenance Plan 2. Expenditure report			
B2	HGDA Capital Projects	Institutional	Number of Capital Projects Implemented in line with the approved Capital Budget by 30 June 2027	5%	Number	1. Project identification and prioritisation 2. Procurement Processes (SCM Compliance) 3. Project implementation 4. Project monitoring and reporting 5. Project completion	R 5,400,247.00	R0.00	HGDA	Corporate Services	Corporate Services Manager	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	8	None	New	2	2	4	2	2	8								1. Approved procurement plan 2. Advert (SCM Compliance) 3. Quarterly progress report to HR and Finance Portfolio Committee 4.Invoice and Proof of Payment			
B3	Functionality of Harry Gwala One-Stop-Shop and Techno Hub	Institutional	Number of users accessing Harry Gwala One-Stop-Shop and Techno Hub per quarter by 30 June 2027	5%	Number	1.Facilitate digital skills programmes (TechnoHub) 2. Engage partners providing services 3. Develop and implement a community outreach plan (OSS) 4. Conduct community awareness campaigns (OSS roadshows) 5. Submission of OSS report to TIKZN 6. Report to the board on quarterly functionality	R0.00	N/A	HGDA	Growth and Development	Strategic Projects and Investment Portfolio Manager	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	40	None	4 quarterly functionality reports of Harry Gwala One-Stop-Shop and Techno Hub submitted to the Board for endorsement. 30 June 2027	10	10	20	10	10	40								1. Visitor registers 2.Quarterly reports substantiating usage 3. Signed attendance registers for programmes hosted 4. Board resolution			
NKPA3: LOCAL ECONOMIC DEVELOPMENT																																	
C1	Enterprise Development Fund	Entire District	Number of MSMEs capacitated through implementation of EDF by 30 June 2027	3%	Number	1.Advertise call for MSME proposals and applications across the district 2.Receive, register, and evaluate submitted business proposals 3.Conduct verification and due diligence on shortlisted applicants 4.Approve successful MSMEs for support in line with EDF criteria	R1 200 000.00	R0.00	HGDA	Growth and Development	LED & Tourism Manager	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	10	None	10 established SMMEs Supported through implementation of EDF by 30 June 2026	N/A	N/A	N/A	N/A	10	10								1. Appointment letter 2. Delivery Note 3.Signed handover certificates			
C2	Destination Marketing and Promotion	Entire District	Number of familiarisation tours conducted by 30 September 2026	3%	Number	1.Identification of key roleplayers 2.Identification of tourism attractions within the Southern Drakensberg 3. Conduct familiarisation tours	R200 000.00	N/A	HGDA	Growth and Development	LED & Tourism Manager	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency.	HGDM	1	None	New	1	N/A	N/A	N/A	N/A	1							1. Invitation 2. Purchase Order 3. Report of the tour 4. Attendance register & pictures				

D5	2027/28 Procurement Plan	Institutional	Submit the 2027/28 Procurement Plan to the CEO for approval by date	2.00%	Date	1. Obtain an approved budget 2. Ascertain projects to be included in the procurement plan using the threshold determined by the Agency. 3. Prepare a procurement plan and submit to the CEO for Approval.	R0.00	N/A	HGDA	Supply Chain Management	Chief Financial Officer	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	30-Jun-27	None	Submitted 2025/26 Procurement Plan by 30 June 2026	N/A	N/A	N/A	N/A	30-Jun-27	30-Jun-27										Signed Procurement Plan by the CEO	
D6	Monitoring of 2026/2027 Procurement Plan	Institutional	Number of submitted status quo report on the implementation of the procurement plan to the Board structures by 30 June 2027	1.00%	Number	1. Send early warning signals to project users 2.Procurement plan tracking tool (quarterly) submission to MANCO,Audit Committee and the Board 3.Quarterly report to Board structures	R0.00	N/A	HGDA	Supply Chain Management	Chief Financial Officer	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	4	Not achieved in the previous FY in quarter 1	Tracking tool not submitted in Q1 in the 2025/2026 FY	1	1	2	1	1	4										1. Tracking tool 2. Board Resolution	
D7	Bid Processing for each Quotation	Institutional	Turnaround time (in working days) to finalise Bid Processing for each Quotation	1.00%	Turnaround time	1. Obtain a list or a closing register for bids under competitive bidding and appointment letters issued for the period. 2. Calculate number of days between closing date and award.	R0.00	N/A	HGDA	Supply Chain Management	Chief Financial Officer	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	14 working days	None	Finalised Bid Processing within 14 working days of closure for each quotation in 2025/26 FY	14 working days	14 working days	14 working days	14 working days	14 working days	14 working days										1. Advert 2. Closing register 3. Purchase order	
D8	Bid processing for tenders	Institutional	Turnaround time (in working days) to finalise Bid processing for tenders	1%	Turnaround time	1. Obtain a list or a closing register for quotations and purchase orders issued for the period. 2. Calculate number of days between closing date and award.	R0.00	N/A	HGDA	Supply Chain Management	Chief Financial Officer	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	90 working days	None	Finalised Bid Processing within 90 working days of closure for each quotation in 2025/26 FY	90 working days	90 working days	90 working days	90 working days	90 working days	90 working days										1. Advert 2. Closing register 3. attendance register for all bid committees 4. appointment letter	
D9	Annual Financial Statements	Institutional	Annual Financial Statements submitted to Auditor General by MFMA calendar date	1%	MFMA calendar date	1. Complete a AFS preparation plan. 2. Prepare and review all reconciliations. 3. Prepare AFS using a final Trial Balance and apply applicable GRAP for various line items. 4. Ensure that AFS are complete and accurate by using NT Checklist for presentation and disclosures including GRAP 5. Submit Draft AFS to IA and AC for review. 6. Effect and Incorporate review notes, comments and recommendations for finalisation 7. After considering and effecting all reviews and comments from various stakeholders, Submit AFS to Auditor General.	R0.00	N/A	HGDA	Financial Reporting and Asset Management	Chief Financial Officer	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	31-Aug-26	None	Annual Financial Statements were submitted to Auditor General by MFMA calendar date	31-Aug-26	N/A	31-Aug-26	N/A	N/A	31-Aug-26											1. AFS 2. Proof of submission
D10	Monthly Financial Reports	Institutional	Number of financial reports submitted to the HGDM Mayor within seven (7) days after the end of each month in terms of MFMA s71	1%	Number	1.Verification of Cash and Cash Equivalent through a signed bank reconciliation for a period including short term deposit. 2. Ascertain short and long term obligations. 3. Distinguish between fixed and variable costs 4. Apply a formula for Cost Coverage	R0.00	N/A	HGDA	Budget & Reporting	Chief Financial Officer	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	12	None	12 Section 71 reports submitted monthly to HGDM Mayor within 07 days after the end of each month	3	3	6	3	3	12								Proof of submission to the Mayor			
D11	Section 72 reports	Institutional	Section 72 reports submitted to the Board and HGDM Council; by MFMA calendar date	2%	By MFMA calendar date	1. Prepare and process cashbook for the period. 2. Extract detailed General Ledger to ascertain if transaction were posted correctly. 3. Prepare reconciliations for the period.	R0.00	N/A	HGDA	Budget & Reporting	Chief Financial Officer	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	25 Jan 2027	None	Section 72 reports submitted to the Board and HGDM Council by MFMA calendar date	N/A	N/A	N/A	25 Jan 2027	N/A	25 Jan 2027										1. S72 Report 2. Board & Council Resolution	
D12	Tabling of Draft 2027/2028 budget	Institutional	Draft 2027/2028 budget tabled to the Board and Council for endorsement MFMA calendar date	1%	By MFMA calendar date	1. Confirm allocation from the Parent municipality. 2. Assess the financial market to ascertain and verify interest rates with the intention of projecting interest revenue as part of revenue streams. 3. Scrutinise the existing leases for rental of facilities and based the allocation on the lease payments from tenants. 4. Provide user departments with available revenue and requests inputs on expenditure items for consolidation. 5. Compile and consolidate inputs as part of the preparation.	R0.00	N/A	HGDA	Budget & Reporting	Chief Financial Officer	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	31-Mar-27	None	Draft 2026/2027 budget tabled to the Board and Council for endorsement by MFMA calendar date	N/A	N/A	N/A	31-Mar-27	N/A	31-Mar-27										1. Draft Budget 2. Board & Council Resolution	
D13	Tabling of Final 2027/28 Budget	Institutional	Table the Final 2027/28 Budget to the Board and Council for Endorsement by date	2%	By MFMA calendar date	1. Confirm allocation from the Parent municipality. 2. Assess the financial market to ascertain and verify interest rates with the intention of projecting interest revenue as part of revenue streams. 3. Scrutinise the existing leases for rental of facilities and based the allocation on the lease payments from tenants. 4. Provide user departments with available revenue and request inputs on expenditure items for consolidation. 5. Compile and consolidate inputs as part of the preparation.	R0.00	N/A	HGDA	Budget & Reporting	Chief Financial Officer	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	31-May-27	None	Submitted the Final 2026/27 Budget to the Board and Council for Endorsement by 31 May 2026	N/A	N/A	N/A	N/A	31-May-27	31-May-27										1. Final Adopted 2027/28 Budget 2. Signed Board & Council Resolution	
D14	Tabling 2026/27 Adjustment Budget	Institutional	2026/27 Adjustment Budget submitted to Harry Gwala District Municipality (HGDM) by date	1%	By MFMA calendar date	1. Analyse and assess mid-year performance through section 72. 2. Assess the financial market to ascertain and verify if interest rates with the intention of ascertain if the set projection is steal attainable and probable. 3. Have engagements through MANCO or a session with user departments. 4. Requests inputs on revenue and expenditure items for consolidation purposes after taking into consideration budget versus actuals for half yearly. 5. Compile and consolidate inputs as part of the preparation.	R0.00	N/A	HGDA	Budget & Reporting	Chief Financial Officer	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	28-Feb-27	None	Adjusted Budget submitted within MFMA timelines (28 February 2026) for the 2025/2026 financial year	N/A	N/A	N/A	28-Feb-27	N/A	28-Feb-27										1. Adopted Adjustment Budget 2. Proof of submission, signed Board & Council Resolution	
D15	Revenue Enhancement Strategy	District Wide	Submit the Revenue Enhancement Strategy to the Board for adoption by date	2%	Date	1.Conduct research and benchmarking on revenue enhancement models and best practices 2.Review and update the existing Revenue Enhancement Strategy 3.Submit draft strategy to MANCO for consideration and input 4.Incorporate feedback and finalise the strategy 5.Submit final Revenue Enhancement Strategy to the Board for adoption	R0.00	N/A	HGDA	Budget & Reporting	Chief Executive Officer	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	31-Mar-27	None	Revenue Enhancement Strategy submitted to the Board for adoption by 31 March 2026	N/A	N/A	N/A	31-Mar-26	N/A	31-Mar-26										1. MANCO submission records 2. Final Revenue Enhancement Strategy document 3.Signed Board resolution adopting strategy	
NKPA5: GOOD GOVERNANCE AND PUBLIC PARTICIPATION																																	
E1	2025/26 Annual Performance Report	Institutional	Date by which the 2025/26 APR is submitted to Harry Gwala District Municipality (HGDM)	2%	Date	1. Consolidate performance information and prepare draft APR report to the Manco, Finance/HR portfolio committee, Board and Council.	R0.00	N/A	HGDA	PMS	Strategic & Executive Support	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	31-Aug-26	None	2025/2026 APR submitted to Council in August 2026	31-Aug-26	N/A	31-Aug-26	N/A	N/A	31-Aug-26										1.Internal Audit report to Audit Comm on review of APR 2.Board and Council resolution	
E2	Tabling of the Draft 2025/26 Annual Report	Institutional	Draft 2025/2026 AR tabled to Council by date	1%	Date	1. Prepare item and draft AR report for submission to the Board and Council	R0.00	N/A	HGDA	PMS	Strategic & Executive Support	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	31-Aug-26	None	Draft 2024/2025 AR tabled to Council in August 2025	31-Aug-26	N/A	31-Aug-26	N/A	N/A	31-Aug-26										1. Internal Audit report to Audit Comm on review of AR 2. Board & Council Resolution	
E3	2027/28 SDBIP	Institutional	Submit the 2027/28 SDBIP to the Board Chairperson and Mayor for approval within the turnaround time after the approval of the 2027/28 budget	2%	Turnaround	1. Conduct working sessions with MANCO to consolidate inputs and align priorities 2.Prepare draft 2027/28 SDBIP aligned to approved budget and HGDA priorities 3.Finalise SDBIP for presentation to Board and Council for endorsement 4.Facilitate approval process with Board Chairperson and Mayor 5.Coordinate signing and formal adoption of the SDBIP 6.Follow up submission to the Board for adoption	R0.00	N/A	HGDA	PMS	Strategic and Executive Support	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	Within 28 days of Budget Adoption	None	2026/27 SDBIP presented to Council for adoption by 31 May 2026	N/A	N/A	N/A	N/A	Within 28 days of Budget Adoption	Within 28 days of Budget Adoption										1.Signed 2027/28 SDBIP document 2.Proof of submission to Mayor and 3.Board Chairperson Council approval resolution	

NKP46: CROSS CUTTING INTERVENTIONS																														
F1	District Growth and Development Forum	Institutional	Number of District Growth and Development Forum meetings held by 30 June 2027	3%	Number	1. Issue notice to stakeholders 2. Prepare Agenda and host meeting	R0.00	N/A	HGDA	Growth and Development	LED & Tourism Manager	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	4	None	Convened 4 Growth and Development Forum meetings in 2025/2026 FY	1	1	2	1	1									1. Agenda 2. Attendance Register & Minutes 3. Report to the Board 4. Board resolution
F2	Social Compact committee meetings	Institutional	Number of social compact meeting convened by 30 June 2027	4%	Number	1. Engage with Social Partners to ascertain commitments by Social partners and finalise the draft agreement. 2. Submit a report to the Board on the status of the District Social Compact 3. Convene 4 Social Compact meetings	R0.00	N/A	HGDA	Growth and Development	Chief Executive Officer	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency	HGDM	4	Not achieved in quarter 1	3 Social Compact meetings convened by 30 June 2026: KPI not achieved in Q1	1	1	2	1	1									1. Attendance Registers 2. Minutes of the meeting 3. Report to the Board 4. Board resolution
F3	Green Economy Initiatives	Extra District	Number of strategic partnerships established for green economy initiatives	3%	Number	1. Identify potential green economy partners 2. Stakeholder engagement 4. Formalise agreements 5. Monitor implementation of partnership	R0.00	R0.00	HGDA	Growth and Development	Manager: Strategic Projects an Investment Portfolio	District Municipalities: DC43 Harry Gwala: Harry Gwala Development Agency.	HGDM	1	None	New	N/A	N/A	N/A	N/A	1	1								1. Signed MOU 2. Board resolution

Supervisor:

Initials and Surname: Mr ZF Baleni

Position: Chairperson of the Board

Signature: _____

Date of Signature 19 June 2026