

**KAROO HOOGLAND MUNICIPALITY
NC 066**



PERFORMANCE AGREEMENT

OF

MR SAREL JACOBUS MYBURGH

DIRECTOR: FINANCIAL SERVICES

FOR THE 2019/20 FINANCIAL YEAR

Handwritten signatures and initials in the bottom right corner. There are three distinct marks: a large, stylized signature that appears to be 'K.S.', a smaller signature that looks like 'D.L.', and another mark that could be 'D.L.' or similar. The handwriting is in black ink.

PERFORMANCE AGREEMENT 2019/2020

IN TERMS OF

LOCAL GOVERNMENT: MUNICIPAL SYSTEM ACT NO. 32 OF 2000 AS AMENDED.

AND

LOCAL GOVERNMENT: MUNICIPAL PERFORMANCE REGULATION FOR MUNICIPAL MANAGERS AND
MANAGERS DIRECTLY ACCOUNTABLE TO MUNICIPAL MANAGERS

Made by and entered into between:

KAROO HOOGLAND LOCAL MUNICIPALITY
("the employer")

Represented by the Municipal Manager,

MR. JJ FORTUIN,

duly authorised in terms of Section 57(2)(c) of the Local Government: Municipal Systems Act No. 32
of 2000

and

MR SAREL JACOBUS MYBURGH
("the employee")

In his capacity as the DIRECTOR: FINANCIAL SERVICES (DFS)

(Collectively referred to as "the parties")

For the Financial Year:
1 July 2019 – 30 June 2020


K.S. D.L.

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K.S


D.h.



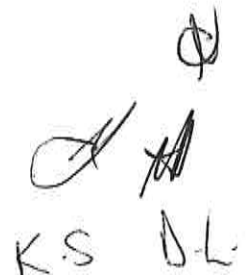
1. Introduction

- 1.1 The **Employer** has entered into a contract of employment with the **Employee** for a period of five (5) years ending on 30 June 2021 in terms of section 57(1) (a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Municipal Systems Act").
- 1.2 Section 57(1)(b) of the Municipal Systems Act, read with the contract of employment between the parties, requires the parties to conclude an annual performance Agreement in terms of section 57(2)(a) of the same act.
- 1.3 The **Parties** wish to ensure that they agree on goals to be achieved, and secure the commitment of the Employee reporting to the Municipal Manager representing the municipality, to a set of outcomes that will secure local government policy goals.
- 1.4 Parties wish to ensure that there is compliance with Sections 57(4B) and 57(5) of the Municipal Systems Act.

2. PURPOSE OF THIS AGREEMENT

The parties agree that the purposes of this Agreement are to –

- 2.1 comply with the provisions of Section 57(1)(b), (4B) and (5) of the Municipal Systems Act.
- 2.2 specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality.
- 2.3 specify accountabilities as set out in the **Performance Plan**, see attached **Annexure A**.
- 2.4 monitor and measure performance against set targeted outputs and outcomes and establish a transparent and accountable working relationship;
- 2.5 use the **Performance Agreement** and **Performance Plan** as the basis for assessing the suitability of the whether the Employee has met the performance expectations applicable to the job;
- 2.6 in the event of understanding performance, to appropriately reward the employee; and in accordance to Section 57(4B) of the Municipal Systems Act.


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- 2.7 give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery through a performance management system.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on **01 June 2019** and will remain in force until **30 July 2020**, irrespective of the date of signatures by the parties, where after a new Performance Agreement, Performance Plan and Personal Development Plan may be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of this Agreement during **June each year** and 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 The payment of a performance bonus is determined by the performance score obtained during the annual performance evaluation and subject to approval of the annual performance evaluation report by Council.
- 3.4 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.5 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.6 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised, by mutual agreement between the parties. Any significant amendments or deviations must take cognizance of the requirements of sections 34 and 42 of the Municipal Systems Act and Regulation 4(5) of the Regulations.

4. PERFORMANCE OBJECTIVES

- 4.1 The **Performance Plan (Annexure A)** sets out-
- 4.1.1 the performance objectives and targets that must be met by the Employee; and
- 4.1.2 the time frames within which those performance objectives and targets must be met.




K.S D.L.