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AGREEMENT TO LICENSE USE OF RESERVE 8769 FOR THE PURPOSE OF GRAZING & CROPPING

Between

SHIRE OF CHAPMAN VALLEY

and

TREVOR COOPER

20 August 2026

DRAFT

AGREEMENT TO LICENSE USE OF RESERVE 8769 FOR PURPOSE OF GRAZING & CROPPING

An AGREEMENT made on 20 August 2026 between the SHIRE OF CHAPMAN VALLEY having its office at 3270 (Lot 7) Chapman Valley Road, Nabawa in the State of Western Australia (hereinafter called 'the Shire') of the one part and TREVOR COOPER of 2841 (Lot 14) Chapman Valley Road, Nabawa (hereinafter called 'the licensee') of the other part.

WHEREAS

(a) Reserve No.8769 (hereinafter called 'the said land') is vested in or placed under the control of the Shire for the purpose of 'Grazing' and by virtue of Section 5 of the *Parks and Reserves Act 1895* and Section 3.54 of the *Local Government Act 1995*, and subject to the approval of the Minister for Lands, the Shire may grant licenses for the purpose of the same.

(b) The licensee has applied to the Shire for a license to graze animals and crop on the said land and the Shire has agreed to grant a license to him on these terms and conditions hereinafter set forth.

1. Subject to the provisions hereafter contained the licensee shall have the exclusive right to graze stock and crop on the said land for the period 20 August 2026 to 30 June 2031, however, the agreement may be terminated at any time at the expiration of three months notice in writing by either party.

2. The licensee will pay to the Shire for the License aforesaid the yearly rent of $250 + GST or such other amount as the Shire may in respect of any year other than the first year at any time and from time to time determine yearly in advance on or before the first day of July in every year after the commencement of the said term.

3. The land shall not be used for any purpose other than grazing or cropping.

4. The licensee shall not without the previous consent in writing of the Shire, and approval of the Minister of Lands, transfer, mortgage, sublet or part with the possession of the demised land.

5. The licensee shall not cut down, fell, injure or destroy any living timber or scrub upon the demised land except for the purpose of destroying poisonous growth or by the agistment of stock in reasonable numbers.

6. The licensee shall indemnify the Shire and the Minister of Lands against all claims for damage to property or persons arising from the use of the demised land for the purpose of grazing and cropping.

7. The licensee shall effect no improvements to the demised land without the prior written permission of the Shire.

8. Compensation shall not be payable to the licensee in respect of any improvements effected by her on the demised land and remaining thereon at the expiration or earlier determination of the lease.

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9. Power is reserved to the Shire to direct that the number of stock grazing on the demised land shall be reduced if the Shire is of the opinion that the demised land is overstocked to an extent sufficient or likely to cause permanent damage to the land; failure to comply with any such direction will result in the forfeiture of the license.

10. The licensee shall be responsible for the maintenance of fencing and the construction and maintenance of firebreaks or other fire management measures to the requirements of the Shire.

WITNESS whereof this agreement has been signed the day and the year first before written.

The COMMON SEAL of the SHIRE OF CHAPMAN VALLEY

Was hereunto fixed in the presence of

_____
PRESIDENT

_____
CHIEF EXECUTIVE OFFICER

Signed by the said of

_____
TREVOR COOPER

In the presence of:

_____
Print Name

_____
Signed

Approved

_____
MINISTER FOR LANDS

DRAFT

CHIEF EXECUTIVE OFFICER PERFORMANCE REVIEW POLICY

CP-0 Chief Executive Officer Performance Review Policy

MANAGEMENTPROCEDURE No.	CP-0
MANAGEMENT PROCEDURE	CHIEF EXECUTIVE OFFICER PERFORMANCE REVIEW POLICY
RESPONSIBLE OFFICER	CHIEF EXECUTIVE OFFICER
PREVIOUS POLICY No.	
RELEVANT DELEGATIONS	NA
LEGISLATIVE RELEVANCE	LOCAL GOVERNMENT ACT & ADMINISTRATION REGULATIONS 1996

1. PURPOSE

1.1. This Policy establishes a transparent, fair and evidence-based framework for reviewing the CEO's performance in compliance with sections 5.38, 5.39 and 5.39A of the *Local Government Act 1995* and the Model Standards for CEO Recruitment, Performance Review and Termination.

1.2. The Policy provides clear guidance on roles, responsibilities and processes for the annual performance review, supporting the CEO's professional development and maintaining public confidence in the Shire's governance.

2. SCOPE

2.1. This Policy applies to the annual performance review of the Chief Executive Officer of the Shire of Chapman Valley.

2.2. This Policy applies to all Council Members involved in the CEO performance review process.

2.3. This Policy is to be read in conjunction with the CEO Performance Review Committee Terms of Reference and the Standards for CEO Recruitment, Performance and Termination (CP-023).

3. DEFINITIONS

Term	Meaning
Act	*Local Government Act 1995* (WA)
Additional Performance Criteria	Performance criteria agreed by the local government and the CEO under the Model Standards, in addition to contractual performance criteria
CEO	Chief Executive Officer of the Shire of Chapman Valley
CEO Standards	The Shire of Chapman Valley Standards for CEO Recruitment, Performance and Termination (Policy CP-023)
Committee	The CEO Performance Review Committee established under section 5.8 of the Act

Contract of Employment	The written contract as referred to in section 5.39 of the Act which governs the employment of the CEO
Contractual Performance Criteria	The performance criteria specified in the CEO's contract of employment as referred to in section 5.39(3)(b) of the Act
Council	The Council of the Shire of Chapman Valley
Independent Facilitator	An independent person or organisation engaged by Council to facilitate the CEO performance review process
Interest	An interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest, and includes an interest arising from kinship, friendship or membership of an association
KPI	Key Performance Indicator - a measurable value that demonstrates how effectively the CEO is achieving key business objectives
Performance Agreement	A written document setting out the process for performance review and any additional performance criteria agreed between Council and the CEO
Shire	Shire of Chapman Valley

4. POLICY STATEMENT

4.1 Principles of Performance Review

The CEO performance review process will be:

- **Impartial and Transparent** - Conducted objectively, free from bias, and in an accountable manner
- **Evidence-Based** - Assessments based on documented evidence and factual information
- **Fair and Consistent** - Procedural fairness accorded with clear expectations and consistent criteria
- **Constructive and Developmental** - Recognising achievements while identifying improvement areas
- **Collaborative** - Encouraging two-way communication between Council and the CEO
- **Confidential** - All matters treated as confidential in accordance with the Act

4.2 CEO Performance Review Committee

4.2.1. Council has established a CEO Performance Review Committee (the Committee) under section 5.8 of the Act for the purpose of conducting the CEO's performance review and making recommendations to Council.

4.2.2. The Committee's establishment, composition, functions and procedures are set out in the CEO Performance Review Committee Terms of Reference.

4.2.3. The Committee will act as the primary body responsible for implementing this Policy and coordinating the performance review process.

4.2.4. The Committee does not have delegated authority to implement actions or make decisions. All recommendations must be presented to Council for endorsement by absolute majority resolution.

4.3 Independent Facilitator

4.3.1. Council may engage an independent facilitator to assist the Committee in conducting the CEO performance review process.

4.3.2. The decision to engage an independent facilitator will be made by Council resolution, on the recommendation of the Committee.

4.3.3. An independent facilitator may assist with:

- Development and review of performance criteria;
- Evidence collection and feedback coordination;
- Preparation of the performance review report;
- Facilitation of meetings between the Committee and the CEO; and
- Ensuring legislative compliance and best practice.

4.3.4. An independent facilitator must not have an Interest that would impact their impartiality, is not a member of the Committee, and does not have voting rights.

4.4 Administrative Support

4.4.1. Administrative support will be provided by a senior officer nominated by the Shire President, or where conflicted, an external coordinator may be engaged.

4.4.2. Administrative support includes coordinating meetings, maintaining records, managing documentation, ensuring statutory compliance and timeframes, and ensuring confidential storage in accordance with the *State Records Act 2000*.

5. PERFORMANCE CRITERIA AND PERFORMANCE AGREEMENT

5.1 Contractual Performance Criteria

5.1.1. The CEO's contract of employment must specify performance criteria in accordance with section 5.39(3)(b) of the Act.

5.1.2. These contractual performance criteria form the foundation of the CEO's performance assessment.

5.2 Additional Performance Criteria

5.2.1. Council and the CEO may agree on additional performance criteria to supplement the contractual performance criteria.

5.2.2. Additional performance criteria should:

- Be specific, measurable, achievable, relevant and time-bound (SMART);
- Align with the Shire's Strategic Community Plan and Corporate Business Plan priorities;
- Reflect key organisational objectives and emerging priorities;
- Be realistic and achievable within the review period;
- Focus on outcomes and outputs rather than processes alone; and
- Include a mix of strategic and operational measures.

5.2.3. Additional performance criteria may include measures across Strategic Leadership and Governance, Financial Management, Service Delivery, Organisational Performance, and Stakeholder Relationships, as detailed in the Performance Agreement.

5.3 Performance Agreement

5.3.1. The performance review process and any additional performance criteria must be documented in a written Performance Agreement in accordance with the Model Standards.

5.3.2. The Performance Agreement will be developed collaboratively by Council and the CEO, with assistance from the Committee and independent facilitator if engaged.

5.3.3. The Performance Agreement should include contractual and additional performance criteria, KPIs and measurement methods, the review process and timeline, evidence collection methods, assessment rating scales, and professional development goals.

5.3.4. The Performance Agreement should be established or reviewed within three months of:

- The commencement of the CEO's employment;
- The completion of the previous performance review; or
- Significant changes to organisational priorities or circumstances.

5.3.5. The Performance Agreement may be varied by mutual agreement between Council and the CEO at any time, documented in writing and endorsed by Council resolution.

5.3.6. Adjustments to the Performance Agreement may be initiated by either the CEO or Council and should be considered when:

- Significant changes occur in the external environment;
- Council's strategic priorities shift;
- Unforeseen circumstances impact achievability of performance criteria; or
- New organisational priorities emerge.

6. PERFORMANCE REVIEW PROCESS

6.1 Annual Performance Review Requirement

6.1.1. In accordance with section 5.38 of the Act, the performance of the CEO will be reviewed formally at least once in every year of their employment.

6.1.2. The performance review process will generally commence in March each year, with completion targeted within three months.

6.1.3. The review period will typically align with the financial year (1 July to 30 June), unless otherwise agreed between Council and the CEO.

6.2 Commencement of Review Process

6.2.1. The Committee will initiate the performance review process by providing written notice to the CEO of the commencement of the review, including:

- The review period being assessed;
- The performance criteria to be evaluated;
- The timeline for the review process;
- Requirements for the CEO's self-assessment; and
- Contact details for the Committee or independent facilitator.

6.2.2. The CEO will be provided with a minimum of 21 days' notice prior to the commencement of the performance review process.

6.3 CEO Self-Assessment

6.3.1. Within 21 days of receiving notice of commencement of the performance review, the CEO must prepare and submit to the Committee a comprehensive self-assessment report.

6.3.2. The CEO's self-assessment should:

- Address each performance criterion with evidence of achievement;
- Identify accomplishments, successes and positive outcomes;
- Acknowledge challenges faced and how they were addressed;
- Reflect on areas requiring ongoing attention or improvement;
- Include supporting documentation and evidence;
- Provide context for performance within the operating environment; and
- Outline professional development activities undertaken.

6.3.3. The CEO's self-assessment forms part of the evidence base for the performance review.

6.4 Evidence Collection

6.4.1. The Committee must collect evidence regarding the CEO's performance in a thorough and comprehensive manner in accordance with the Model Standards.

6.4.2. Evidence may be collected through Council Member submissions, stakeholder feedback (by agreement), organisational performance data, audit and financial reports, project outcomes, strategic plan progress, customer satisfaction surveys, Council meeting minutes, and professional development records.

6.4.3. All Council Members, whether or not they are members of the Committee, will be provided with the opportunity to provide feedback on the CEO's performance to the Committee's Presiding Member or the independent facilitator.

6.4.4. Feedback from Council Members should be based on observed behaviours, be specific and constructive, relate to performance criteria, and be provided in writing maintaining confidentiality and objectivity.

6.4.5. The Committee may develop structured feedback forms to facilitate consistent evidence collection. Information from external agencies or staff surveys may be collected by agreement between Council and the CEO.

6.4.6. All evidence must be treated as confidential and handled in accordance with privacy principles and the Shire's record-keeping procedures.

6.5 Performance Assessment

6.5.1. The Committee will assess and evaluate the CEO's performance against the contractual performance criteria and any additional performance criteria, based on the evidence collected.

6.5.2. The assessment should consider achievement of criteria and KPIs, quality and timeliness of outcomes, methods and sustainability, adaptation to changing circumstances, external factors, attention to EEO and WHS, leadership during challenges, and contribution to Council and community outcomes.

6.5.3. The Committee will rate each performance criterion using the following assessment scale:

Rating	Description
1. Achieved	The performance criterion has been achieved. The CEO has delivered the required outcome or substantially met the agreed measure, timeframe and standard of performance.
2. Partially Achieved	The performance criterion has been partly achieved. Progress has been made and some requirements have been delivered; however, further work, completion or improvement is required.

3. Not Achieved with Mitigation	The performance criterion has not been achieved; however, there are reasonable mitigating circumstances outside the CEO's control, or other relevant factors, which have materially affected achievement of the criterion. The Committee must identify the mitigation and consider the CEO's actions in responding to those circumstances.
4. Not Achieved	The performance criterion has not been achieved and there are no sufficient mitigating circumstances to justify the outcome. The Committee must clearly identify the unmet requirements, supporting evidence and any action required.
Unable to Rate	The criterion cannot reasonably be assessed for the review period, including where a milestone is not yet due, there is insufficient evidence, or circumstances have prevented a meaningful assessment.

Table 1: CEO Performance Assessment Rating Scale

6.5.4. Any rating of "Some Improvement Required" or "Unsatisfactory" must be accompanied by:

- Specific examples and evidence supporting the rating;
- Clear identification of areas requiring improvement;
- Context and circumstances contributing to the rating; and
- Recommendations for addressing the issues.

6.5.5. Any rating of "Exceeds Expectations" should be substantiated with specific examples and evidence demonstrating how performance exceeded requirements.

6.5.6. It is recognised that failure to meet a performance criterion does not automatically indicate poor performance. Both performance effort and outcomes must be considered, with appropriate weight given to contextual factors, external circumstances and organisational constraints.

6.5.7. The Committee's assessment should be evidence-based, objective and free from personal bias or unsubstantiated opinion.

6.6 Performance Review Meeting

6.6.1. The Committee will meet with the CEO to discuss the performance assessment, ratings and feedback.

6.6.2. The CEO must be provided with:

- Reasonable advance notice of the meeting (minimum 7 days);
- A copy of the draft performance assessment;
- An opportunity to review the evidence and findings; and
- An opportunity to prepare a response.

6.6.3. During the performance review meeting, the Committee will present its assessment, the CEO will have opportunity to respond and discuss performance, both parties will engage in constructive dialogue, and future criteria and professional development will be discussed.

6.6.4. The CEO may nominate a representative with advance notice. Any Council Member may attend subject to the Committee's determination. An external note-taker may be engaged, and detailed minutes must be kept and securely stored.

6.7 Two-Way Communication

6.7.1. The performance review process is recognised as a two-way communication process between Council and the CEO.

6.7.2. The CEO will be provided with an opportunity during the performance review process to:

- Provide feedback on Council's performance and the Council-CEO relationship;
- Raise any matters impacting the performance of their duties;
- Identify support, resources or changes needed to enhance performance;
- Comment on Council decision-making processes and governance matters; and
- Discuss challenges in the operating environment.

6.7.3. Council should genuinely consider feedback provided by the CEO and take appropriate action to address matters raised where reasonable and appropriate.

6.8 Performance Review Report

6.8.1. Following the performance review meeting and consideration of the CEO's response, the Committee will prepare a final Performance Review Report.

6.8.2. The Performance Review Report should include an executive summary, assessment of each criterion with ratings and evidence, achievements and commendations, any performance issues and recommended actions, performance improvement plan (if required), professional development recommendations, proposed criteria for the next period, and recommendations regarding contract or remuneration (if applicable).

6.8.3. The Performance Review Report will become the official record of the performance review.

6.8.4. The draft Performance Review Report may be shared with the CEO for comment prior to finalisation, at the Committee's discretion.

6.9 Council Endorsement

6.9.1. Following completion of the performance review, the Committee will present the Performance Review Report to Council as a confidential item in accordance with section 5.23 of the Act.

6.9.2. Council must, by resolution of an absolute majority, endorse the performance review in accordance with the Model Standards.

6.9.3. The Performance Review Report and recommendations should be presented to Council within one month of the conclusion of the performance review process.

6.9.4. If a local government election or other extraordinary event occurs during the review period, Council may establish revised timeframes in consultation with the CEO.

6.9.5. Council may:

- Endorse the Performance Review Report as presented;
- Request additional information or clarification from the Committee;
- Refer matters back to the Committee for further consideration; or
- Endorse the report with modifications, ensuring procedural fairness to the CEO.

6.9.6. Council must not endorse a performance review that does not comply with the principles and standards set out in this Policy and the Model Standards.

6.10 Communication of Results to CEO

6.10.1. After Council has endorsed the performance review, the Shire President (or nominee) must inform the CEO in writing of:

- The results of the performance review;
- Overall performance rating and assessment;
- Areas of achievement and commendation;
- Any issues identified about the CEO's performance; and
- How Council proposes to address and manage any performance issues.

6.10.2. Written communication to the CEO must occur within 14 days of Council's endorsement of the performance review.

6.10.3. The communication should be constructive, respectful and consistent with the principles of procedural fairness.

7. PERFORMANCE IMPROVEMENT

7.1 Performance Issues

7.1.1. If the performance review identifies any issues or areas requiring improvement in the CEO's performance, these must be:

- Clearly identified and documented;
- Communicated to the CEO in writing;
- Discussed with the CEO to understand contributing factors; and
- Addressed through a structured improvement process.

7.1.2. Performance issues should be specific, evidence-based and related to the performance criteria.

7.2 Performance Improvement Plan

7.2.1. If performance issues are identified, Council and the CEO will collaboratively develop a Performance Improvement Plan (PIP) that outlines the issues, expected standards, specific actions, support and resources to be provided, measurable milestones, realistic timeframes, and monitoring arrangements.

7.2.2. The PIP must be agreed, documented in writing, and endorsed by Council resolution. The CEO must be given a reasonable opportunity to implement the plan.

7.3 Monitoring and Support

7.3.1. Regular discussions and ongoing feedback should be scheduled between the Committee (or Shire President) and the CEO. The Committee may request progress reports at agreed intervals.

7.3.2. Council must provide appropriate support, resources and opportunities for the CEO to remedy performance issues. Satisfactory improvement should be acknowledged and documented.

7.4 Unsatisfactory Performance

7.4.1. If, after implementation of a Performance Improvement Plan and provision of reasonable opportunity and support, the CEO has not remedied performance issues to Council's satisfaction, Council may consider further action in accordance with the Model Standards and the CEO's contract of employment.

7.4.2. Any decision regarding termination of the CEO's employment must be made in accordance with Division 4 of the Standards for CEO Recruitment, Performance and Termination (CP-023) and the requirements of the Act.

8. ONGOING PERFORMANCE DISCUSSIONS

8.1. In addition to the annual formal performance review, it is recommended that Council engages in regular informal discussions with the CEO regarding:

- Progress against performance criteria;
- Emerging priorities and challenges;
- Support needed to achieve objectives;
- Professional development opportunities; and
- The Council-CEO working relationship.

8.2. Regular ongoing feedback provides opportunities for early identification and resolution of issues, supports continuous improvement, and maintains alignment between Council and CEO expectations.

8.3. Informal discussions do not replace the formal annual performance review requirement.

9. INTERIM PERFORMANCE REVIEWS

9.1. In addition to the annual performance review, Council may conduct an interim performance review if:

- Significant performance concerns arise that cannot wait until the scheduled annual review;
- Major changes occur in organisational circumstances or priorities;
- Council has reasonable grounds for concern about the CEO's performance; or
- The CEO requests an interim review.

9.2. If Council determines an interim performance review is necessary, the Shire President must:

- Write to the CEO outlining the areas of concern or reasons for the interim review;
- Provide the CEO with reasonable notice (minimum 14 days) to prepare;
- Ensure the CEO is afforded procedural fairness; and
- Follow the performance review process outlined in this Policy as far as practicable.

9.3. An interim performance review does not replace the requirement for an annual performance review.

10. CONFIDENTIALITY

10.1. All matters relating to the CEO performance review are confidential in accordance with section 5.23 of the Act.

10.2. Committee members, Council Members, officers, independent facilitators and any other persons involved in the performance review process must not disclose or discuss any information relating to the CEO performance review outside of Committee meetings, Council meetings or as required by law.

10.3. All performance review documentation must be:

- Clearly marked as confidential;
- Stored securely with restricted access;
- Handled in accordance with the *State Records Act 2000* and the Shire's record-keeping procedures;
- Protected from unauthorised access, loss or disclosure; and
- Disposed of in accordance with approved retention and disposal schedules.

10.4. Breach of confidentiality relating to the CEO performance review may constitute a breach of the Code of Conduct and may be subject to investigation and disciplinary action.

11. CONFLICT OF INTEREST

11.1. Any Committee member, Council Member, officer or independent facilitator who has an Interest in a matter related to the CEO performance review must declare that interest in accordance with the Act and the Code of Conduct.

11.2. A person who has declared an Interest must not participate in discussions, assessments or decisions related to the matter unless permitted under the Act.

11.3. Conflicts of interest must be managed transparently and in accordance with the Shire's conflict of interest procedures.

12. TRAINING AND DEVELOPMENT

12.1. All Committee members must complete appropriate training in undertaking CEO performance reviews as soon as practicable after appointment, covering legislative requirements, evidence-based assessment, procedural fairness, effective feedback, confidentiality obligations, and conflict of interest management.

13. REVIEW AND EVALUATION

13.1. This Policy will be reviewed at least once every four years, or sooner if:

- Legislative changes require amendments;
- The Model Standards are updated;
- Significant issues are identified with the performance review process; or
- Council determines a review is necessary.

13.2. At the meeting of the Committee prior to each ordinary Council election, officers shall present for Council's consideration a review of the effectiveness of the CEO performance review process.

13.3. The review should assess:

- Compliance with legislative requirements and the Model Standards;
- Effectiveness of the performance review process;
- Achievement of Policy objectives;
- Feedback from the Committee, Council and CEO; and
- Recommendations for improvement.

14. RESPONSIBILITIES

14.1 Council Responsibilities

Council is responsible for establishing and appointing the Committee, approving independent facilitator engagement, agreeing on the performance review process and criteria with the CEO, endorsing the Performance Agreement and completed review by absolute majority, determining actions to address performance issues, providing appropriate support to the CEO, ensuring compliance with this Policy and legislative requirements, and maintaining confidentiality.

14.2 Committee Responsibilities

The Committee is responsible for implementing the performance review process, collecting evidence thoroughly, assessing performance based on evidence, preparing the Performance Review Report, making recommendations to Council, ensuring procedural fairness, maintaining confidentiality, participating impartially, and keeping accurate records.

14.3 CEO Responsibilities

The CEO is responsible for participating in developing the Performance Agreement, agreeing on performance criteria, providing self-assessment reports, participating in review meetings, providing evidence of achievements, responding constructively to feedback, implementing any Performance Improvement Plan, participating in professional development, and maintaining confidentiality.

14.4 Independent Facilitator Responsibilities (if engaged)

The independent facilitator is responsible for providing expert guidance, assisting in evidence collection and assessment, facilitating meetings, maintaining independence and objectivity, ensuring compliance with Model Standards, assisting in preparing the Performance Review Report, and maintaining confidentiality.

15. RELATED POLICIES AND PROCEDURES

15.1. This Policy should be read in conjunction with:

Related Documents:

- Shire of Chapman Valley Standards for CEO Recruitment, Performance and Termination (CP-023)
- CEO Performance Review Committee Terms of Reference
- Code of Conduct for Council Members, Committee Members and Candidates
- Record Keeping Procedures
- Conflict of Interest Procedures

Related Legislation:

- *Local Government Act 1995* (WA), sections 5.38, 5.39, 5.39A, 5.41
- *Local Government (Administration) Regulations 1996* (WA)

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16. POLICY REVIEW

Council Adoption Date	[Date to be inserted]
Resolution Number	[Resolution number to be inserted]
Effective Date	[Date to be inserted]
Next Review Date	[Date to be inserted - 4 years from adoption]
Previous Version	[If applicable]
Previous Resolution	[If applicable]

Terms of Reference

Chief Executive Officer Performance Review Committee

1. Establishment

The Chief Executive Officer Performance Review Committee (the Committee) is established by the Shire of Chapman Valley under section 5.8 of the *Local Government Act 1995* (WA).

2. Purpose

The purpose of the Committee is to:

- Ensure compliance with sections 5.39 and 5.39A of the *Local Government Act 1995* (WA)
- Ensure the annual review of performance is consistent with the principles and standards outlined by the Department of Local Government in the Operational Guideline 'Guidelines for Local Government CEO Recruitment and Selection, Performance Review and Termination'
- Ensure the performance review process is conducted in an impartial, transparent, and evidence-based manner;
- Make recommendations to Council on any proposed changes to the Chief Executive Officer's Contract of Employment or Conditions of Employment

3. Objectives

The Committee is responsible for undertaking the performance review of the CEO and reporting findings and recommendations to Council.

The functions of the Committee are to:

1. Review the CEO's performance in accordance with the provisions contained within the CEO's Contract of Employment and the CEO Performance Review Policy
2. Develop, review and recommend to Council performance criteria to be met by the CEO
3. Monitor the progress of achievement by the CEO against the performance criteria
4. Prepare and table the concluded performance review report to Council
5. Provide advice and recommendations to Council on CEO remuneration reviews and assessments
6. Provide advice and recommendations to Council in relation to the appointment of an independent facilitator to assist the Committee in conducting the CEO performance review

4. Membership

4.1 Composition

The Committee shall consist of a minimum of three (3) Elected Members (a minimum of three is required under legislation).

The Shire President will be appointed to this Committee (ex-officio) and will be the Presiding Member.

All other Councillors are appointed as Deputies.

4.2 Member Responsibilities

Committee members must:

- As soon as practicable after their appointment, complete appropriate training in the conduct of CEO performance reviews
- Participate in the performance review process in a fair and impartial manner
- Ensure their assessment of the CEO's achievements against the performance criteria is based on evidence
- Maintain confidentiality in relation to the performance review and any information received
- Abide by the Shire of Chapman Valley Code of Conduct for Council Members, Committee Members and Candidates

4.3 Independent Facilitator

The Council may engage an independent consultant to facilitate the CEO's performance review process. The independent consultant will not be a member of the Committee and will not have any voting rights.

5. Quorum

The quorum for meetings of this Committee is two (2) members.

6. Delegated Authority

This Committee does not have any delegated authority.

The Committee will make recommendations to Council on all matters. Report items will be presented for Council's consideration at the next available Ordinary Council meeting.

Committee recommendations are not binding on Council and must be endorsed by Council to take effect.

7. Meetings

7.1 Frequency

The Committee shall meet at least once per year to undertake the CEO's annual performance review, or as required.

7.2 Conduct of Meetings

Committee meetings are to be held in accordance with the Shire of Chapman Valley Standing Orders Local Law.

All members of the Committee will have one vote. If the vote of the members present is equally divided, the Presiding Member will cast a second vote.

7.3 Minutes

Detailed minutes of all meetings shall be kept in accordance with the Shire's record keeping requirements.

Minutes shall be made available to all Elected Members in accordance with the *Local Government Act 1995*.

8. Reporting

Where the Committee makes a recommendation to Council, the CEO will ensure that the recommendation is on the agenda of the next practicable Ordinary Council meeting.

9. Review

The Terms of Reference are to be reviewed following each ordinary Council election and any amendment is to be submitted for Council approval.

Council Adoption Date	[Date to be inserted]
Resolution Number	[Resolution number to be inserted]
Effective Date	[Date to be inserted]
Next Review Date	[Date to be inserted]
Previous Version	[If applicable]
Previous Resolution	[If applicable]

TEN YEAR ROADWORKS PROGRAM

TWO	2025/26	RRG Grant Projects		Other Grant; Maintenance & Own Resource											Contract & Materials	SoCV Plant & Labour	
~~Priority 1 "Grant Funded" Projects will take precedence over all other road works~~																	
		~~Durawah/Stn/Stn Val~~	~~A~~		~~Upgrade to 7.2m Seal~~	~~3.50~~	~~$487,000~~	~~$0~~	~~$300,000~~	~~$187,000~~					~~$267,850~~	~~$219,150~~	
		~~Bella Whelarra~~	~~A~~		~~Various Reseals (MWRRG)~~	~~6.50~~	~~$450,000~~	~~$0~~	~~$300,000~~	~~$150,000~~					~~$450,000~~	~~$0~~	
		~~Nabawa Yetna Rd~~	~~A~~		~~Upgrade to 7.2m Seal~~	~~3.00~~	~~$450,000~~	~~$0~~	~~$300,000~~	~~$150,000~~				Hudson	~~$67,500~~	~~$382,500~~	
~~Priority 2 & 3 Works - "Own Resources Projects - Carried Over & New"~~																	
				~~Continuation of Priority Own Resource Road Works Projects - Non Specific~~													
					~~Gravel Sheeting~~	~~21.00~~	~~$1,407,000~~	~~$1,368,220~~		~~$38,780~~				Tranf FROM Res	~~$211,050~~	~~$1,195,950~~	
				~~Additional Employee Costs & Contract/Material Contingency~~			~~$225,000~~	~~$225,000~~							~~$150,000~~	~~$75,000~~	
				~~Contingency Transferred TO Road Infrastructure Reserve~~			~~$150,000~~	~~$150,000~~							150000		
~~Priority 4 Works "Maintenance" (Amount listed is indicative only and may vary)~~																	
			~~-~~	~~Major Maintenance Works - Various Roads~~	~~Vegetation Clearance; Drainage Works; Etc)~~	~~0.00~~	~~$451,403~~	~~$343,930~~			~~$107,473~~				~~$203,131~~	~~$248,272~~	
			~~-~~	~~Minor Maintenance Works - Various Roads~~	~~Maintenance Grading; Etc)~~	~~0.00~~	~~$171,036~~	~~$161,573~~			~~$9,463~~				~~$10,262~~	~~$160,774~~	
							~~$3,791,439~~	~~$2,248,723~~	~~$900,000~~	~~$525,780~~	~~$116,936~~	~~$0~~	$3,791,439				
					~~Total Grants & Contributions~~			~~$1,542,716~~					Bal Aid		~~$1,509,794~~	~~$2,281,646~~	Cont/Materials - Grants Differential
					~~% of Grants/Contribution to Total Program of Works~~			~~40.69%~~							~~$3,791,439~~		~~$32,922~~
															~~Reduction/Increase in Contract & Materials Contingency~~		-$50,000
													40%		Percentage of Contract & Materials for whole RW Program		

THREE	2026/27	RRG Grant Projects		Other Grant; Maintenance & Own Resource											Contract & Materials	SoCV Plant & Labour	
Priority 1 "Grant Funded" Projects will take precedence over all other road works																	
		Bella Whelarra	A		Recon Shoulders & Reseals	4.86	$450,000	$0	$300,000	$150,000					$450,000	$0	
		Nabawa Yetna Rd	A		Upgrade to 7.2m seal	3.00	$450,000	$0	$300,000	$150,000				Hudson	$67,500	$0	
		East Nabawa	A		Reconstruct pavement failures & realignment	2.00	$148,001	$0	$98,667	$49,334					$22,200	$0	
		Durawah/Stn/Stn Val	A		Widen Seal, Shoulders & Drainage Improvement	3.00	$450,000	$0	$300,000	$150,000					$247,500	$202,500	
Priority 2 & 3 Works - "Own Resources Projects - Carried Over & New"																	
				Continuation of Priority Own Resource Road Works Projects - Non Specific													
					Gravel Sheeting	21.00	$1,407,000	$1,323,836		$83,164		$0		Tranf FROM Res	$211,050	$1,195,950	
				Additional Employee Costs & Contract/Material Contingency			$225,000	$225,000							$150,000	$75,000	
				Contingency Transferred TO Road Infrastructure Reserve			$150,000	$150,000							150000		
Priority 4 Works "Maintenance" (Amount listed is indicative only and may vary)																	
			-	Major Maintenance Works - Various Roads	Vegetation Clearance; Drainage Works; Etc)	0.00	$451,403	$343,930			$107,473				$203,131	$248,272	
			-	Minor Maintenance Works - Various Roads	Maintenance Grading; Etc)	0.00	$171,036	$171,036			$9,463				$10,262	$160,774	
							$3,902,440	**$2,213,802**	**$998,667**	**$582,498**	**$116,936**	**$0**	$3,911,903				
					Total Grants & Contributions			**$1,698,101**					Bal Aid		**$1,511,644**	**$1,882,496**	Cont/Materials - Grants Differential
					% of Grants/Contribution to Total Program of Works			**43.51%**							**$3,394,140**		**$186,457**
															Reduction/Increase in Contract & Materials Contingency		-$50,000
													39%		Percentage of Contract & Materials for whole RW Program		

FOUR	2027/28	RRG Grant Projects		Other Grant; Maintenance & Own Resource											Contract & Materials	SoCV Plant & Labour	
Priority 1 "Grant Funded" Projects will take precedence over all other road works																	
		Nolba Route	A		Upgrade to 7.2m Seal	3.00	$450,000	$0	$300,000	$150,000					$450,000	$0	
		Coronation Beach Road	A		Reconstruct failing pavement - floodway crossing	0.10	$180,000	$0	$120,000	$60,000					$180,000	$0	
		Nabawa-Yetna	A		Upgrade to 7.2m Seal	1.50	$294,000	$0	$196,000	$98,000				Hudson	$44,100	$249,900	
		Durawah/Stn/Stn Val	A		Widen Seal, Shoulders & Drainage Improvement	3.00	$453,000	$0	$302,000	$151,000					$249,150	$203,850	
Priority 2 & 3 Works - "Own Resources Projects - Carried Over & New"																	
				Continuation of Priority Own Resource Road Works Projects - Non Specific													
					Gravel Sheeting	22.00	$1,474,000	$1,351,108		$122,892				Tranf FROM Res	$221,100	$1,252,900	
				Additional Employee Costs & Contract/Material Contingency			$225,000	$225,000							$150,000	$75,000	
				Contingency Transferred TO Road Infrastructure Reserve			$125,000								125000		
Priority 4 Works (Amount listed is indicative only and may vary. If additional Maintenance Works required Priority 3 Works will reduce)																	
			-	Major Maintenance Works - Various Roads	Vegetation Clearance; Drainage Works; Etc)	0.00	$451,403	$343,930			$107,473				$203,131	$248,272	
			-	Minor Maintenance Works - Various Roads	Maintenance Grading; Etc)	0.00	$171,036	$171,036			$9,463				$10,262	$160,774	
							$3,823,439	**$2,091,074**	**$918,000**	**$581,892**	**$116,936**	**$0**	$3,707,902				
					Total Grants & Contributions			**$1,616,828**					Bal Aid		**$1,632,744**	**$2,190,696**	Cont/Materials - Grants Differential
					% of Grants/Contribution to Total Program of Works			**42.29%**							**$3,823,439**		**-$15,916**
															Reduction/Increase in Contract & Materials Contingency		-$50,000
													43%		Percentage of Contract & Materials for whole RW Program		

TEN YEAR ROADWORKS PROGRAM

FIVE	2028/29	RRG Grant Projects		Other Grant; Maintenance & Own Resource									Contract & Materials	SoCV Plant & Labour	
Priority 1 "Grant Funded" Projects will take precedence over all other road works															
	Balla Whelarra	A		Reconstruct Shoulders & Seal	3.00	$453,000	$0	$302,000	$151,000				$453,000	$0	
	Nolba Route	A		Upgrade to 7.2m Seal	3.00	$453,000	$0	$302,000	$151,000				$453,000	$0	
	East Nabawa	A		Realign 1km from intersection	1.00	$453,000	$0	$302,000	$151,000			Hudson	$67,950	$385,050	
	Durawah/Stn/Stn Val	A		Widen Seal, Shoulders & Drainage Improvement	3.00	$453,000	$0	$302,000	$151,000				$249,150	$0	
Priority 2 & 3 Works - "Own Resources Projects - Carried Over & New"															
Continuation of Priority Own Resource Road Works Projects - Non Specific															
				Gravel Sheeting	24.00	$1,608,000	$1,467,441		$140,559			Tranf FROM Res	$241,200	$1,366,800	
				Additional Employee Costs & Contract/Material Contingency		$275,000	$275,000						$200,000	$75,000	
				Contingency Transferred TO Road Infrastructure Reserve		$0							0		
Priority 4 Works "Maintenance" (Amount listed is indicative only and may vary)															
		-	Major Maintenance Works - Various Roads	Vegetation Clearance; Drainage Works; Etc)		$135,640	$28,167			$107,473			$61,038	$74,602	
		-	Minor Maintenance Works - Various Roads	Maintenance Grading; Etc)		$386,879	$377,416			$9,463			$23,213	$363,666	
						$4,217,519	**$2,148,024**	**$1,208,000**	**$744,559**	**$116,936**	**$0**	$4,217,519			Cont/Materials - Grants Differential
				Total Grants & Contributions				**$2,069,495**				Bal Aid	**$1,748,551**	**$2,265,118**	**$320,944**
				% of Grants/Contribution to Total Program of Works				**49.07%**					**$4,013,669**		
													Reduction/Increase in Contract & Materials Contingency		$0

SIX	2029/2030	RRG Grant Projects		Other Grant; Maintenance & Own Resource									Contract & Materials	SoCV Plant & Labour	
Priority 1 "Grant Funded" Projects will take precedence over all other road works															
	Narra Tarra Rd	A		Various Reseals (MWRRG)	3.00	$150,000		$100,000	$50,000				$150,000	$0	
	Nolba Route	A		Upgrade to 7.2m Seal	3.00	$453,000		$302,000	$151,000				$67,950	$385,050	
	Balla Whelarra	A		Reconstruct Shoulders & Seal	3.64	$453,000		$302,000	$151,000			Hudson	$67,950	$385,050	
	Durawah/Stn/Stn Val	A		Widen Seal, Shoulders & Drainage Improvement	3.00	$453,000		$302,000	$151,000				$249,150	$203,850	
Priority 2 & 3 Works - "Own Resources Projects - Carried Over & New"															
Continuation of Priority Own Resource Road Works Projects - Non Specific															
				Gravel Sheeting	22.00	$1,474,000	$1,167,774		$156,226		$150,000	Tranf FROM Res	$221,100	$1,252,900	
				Additional Employee Costs & Contract/Material Contingency		$275,000	$275,000						$200,000	$75,000	
				Contingency Transferred TO Road Infrastructure Reserve		$0							0		
Priority 4 Works "Maintenance" (Amount listed is indicative only and may vary)															
		-	Major Maintenance Works - Various Roads	Vegetation Clearance; Drainage Works; Etc)		$135,640	$28,167			$107,473			$61,038	$74,602	
		-	Minor Maintenance Works - Various Roads	Maintenance Grading; Etc)		$386,879	$377,416			$9,463			$23,213	$363,666	
						$3,780,519	**$1,848,357**	**$1,006,000**	**$659,226**	**$116,936**	**$150,000**	$3,780,519			Cont/Materials - Grants Differential
				Total Grants & Contributions				**$1,932,162**				Bal Aid	**$1,040,401**	**$2,740,118**	**$891,761**
				% of Grants/Contribution to Total Program of Works				**51.11%**					**$3,780,519**		
													Reduction/Increase in Contract & Materials Contingency		$0

SEVEN	2030/2031	RRG Grant Projects		Other Grant; Maintenance & Own Resource									Contract & Materials	SoCV Plant & Labour	
Priority 1 "Grant Funded" Projects will take precedence over all other road works															
	East Bowes Rd	A		Various Reseals (MWRRG)	6.00	$216,000		$144,000	$72,000				$216,000	$0	
	Nolba Route	A		Upgrade to 7.2m Seal	3.00	$465,000		$302,000	$151,000						
	Dartmoor/Dartmoor LN	A		Gravel Sheeting	7.00	$469,000		$302,000	$151,000		$15,000	Hudson	$70,350	$398,650	
	Durawah/Stn/Stn Val	A		Widen Seal, Shoulders & Drainage Improvement	3.00	$465,000		$302,000	$151,000				$255,750	$209,250	
Priority 2 & 3 Works - "Own Resources Projects - Carried Over & New"															
Continuation of Priority Own Resource Road Works Projects - Non Specific															
				Gravel Sheeting	22.00	$1,474,000	$1,242,515		$121,226		$110,259	Tranf FROM Res	$221,100	$1,252,900	
				Additional Employee Costs & Contract/Material Contingency		$275,000	$275,000						$200,000	$75,000	
				Contingency Transferred TO Road Infrastructure Reserve		$0							0		
Priority 4 Works "Maintenance" (Amount listed is indicative only and may vary)															
		-	Major Maintenance Works - Various Roads	Vegetation Clearance; Drainage Works; Etc)		$135,640	$28,167			$107,473			$61,038	$74,602	
		-	Minor Maintenance Works - Various Roads	Maintenance Grading; Etc)		$386,879	$377,416			$9,463			$23,213	$363,666	
						$3,886,519	**$1,923,098**	**$1,050,000**	**$646,226**	**$116,936**	**$125,259**	$3,861,519			Cont/Materials - Grants Differential
				Total Grants & Contributions				**$1,938,421**				Bal Aid	**$1,047,451**	**$2,374,068**	**$890,970**
				% of Grants/Contribution to Total Program of Works				**49.88%**					**$3,421,519**		

41% Percentage of Contract & Materials for whole RW Program

28% Percentage of Contract & Materials for whole RW Program