



CONFIDENTIAL ORDINARY COUNCIL MEETING

CONFIDENTIAL MATTERS

Staff Reports

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Released 3 January 2020

STAFF REPORTS

Confidential Matters

16.1 EXTERNAL SUPPORT TO CEO PERFORMANCE REVIEW COMMITTEE

Contact Person: Mr Sam Green

Why is this matter confidential?

Subject to an order pursuant to Section 90 (3) (k) of the Local Government Act 1999, this matter is confidential because it relates to a tender for the provision of services provided by Jane Jeffreys Consulting.

A. COUNCIL/COMMITTEE TO MOVE MOTION TO GO INTO CONFIDENCE

No action – this motion passed in the open section.

B. THE BUSINESS MATTER**16.1 EXTERNAL SUPPORT TO CEO PERFORMANCE REVIEW COMMITTEE**

See Attachment No: 1. Contract 63419 - Jane Jeffreys Consulting
2. Contract 63419 - Letter of Acceptance Contract Extension 2014-17
3. Contract 63419 - Extension Contract Schedule 2014-17
4. CEO's PRC Communique - 26 May 2014 Meeting

Why is this matter before the Council or Committee?

Matters for Information.

Purpose

To provide Council with information arising from the Motion Without Notice from Cr Muzyk of the Ordinary Council Meeting 23 February 2016.

STAFF RECOMMENDATION

That Council notes the report.

Relevance to Strategic Plan

Strategy 5. Building our capabilities
Outcome 5.1 Highly performing organisation

Relevance to Public Consultation Policy

There is no requirement to consult the community on this matter.

Background

At the Ordinary Council Meeting held Tuesday 23 February 2016, the following Motion Without Notice was carried:

That a detailed report of the engagement and tenure of Jane Jeffreys Consultancy be brought back to Council.

Analysis of Issues

The Chief Executive Officer Performance Review Committee has always used an external facilitator to support their activities to ensure timely progress on delegated tasks for both the Council and Chief Executive Officer.

An Expression of Interest process through SA Tenders was undertaken and closed at 5pm 14 June 2011.

A Tender Evaluation Team was formed and consisted of:

- Phil Gilbert, Business, Partner People and Culture.
- Tim Jackson, CEO.
- Mayor Glenn Docherty.
- Cr Adam Sherwood.
- Cr Duncan Macmillan.

Tenders were received from the following eight contractors:

- Jane Jeffreys.
- Carnegie Group.
- Hender Consulting.
- May Brothers.
- Locher.
- Stillwell Management Consultants.
- Tony Lawson Consulting.
- Right People Consulting.

Submissions were evaluated on the following criteria:

- Compliance to City of Playford's conditions of contracts.
- Compliance to City of Playford's scope of services.
- Capacity.
- Capability.
- Cost.

The Tender Evaluation Team recommended Jane Jeffreys Consulting as the preferred supplier. In July 2011 a Purchase Recommendation was approved to enter into a contract with Jane Jeffreys Consulting for a one year (1) term with three (3) one (1) year extension options.

In September 2012, upon the request and through delegation of the CEO at the time, Tim Jackson, the administration (procurement team) approached Jane Jeffreys Consulting to amend the closing extension dates to 31st October on all extension terms to better align with reporting cycles. Jane Jeffreys Consulting agreed to the revised terms. In September 2013 the final year of the extension was approved until September 2014.

An agenda item was included at the 26 May 2014 Chief Executive Officer Performance Review Committee Meeting, seeking the Committee's direction and or recommendations regarding the upcoming contract expiry for the external support.

The Committee resolved, with the agreement of the CEO at the time, to renew the consultancy agreement with Jane Jeffreys Consulting for a further three years. This decision was communicated to Council Members via the Mayor's Communiqué dated 29 May 2014 (Please see attachment 4).

The current agreement is due to expire 31 October 2017.

Options

Option 1

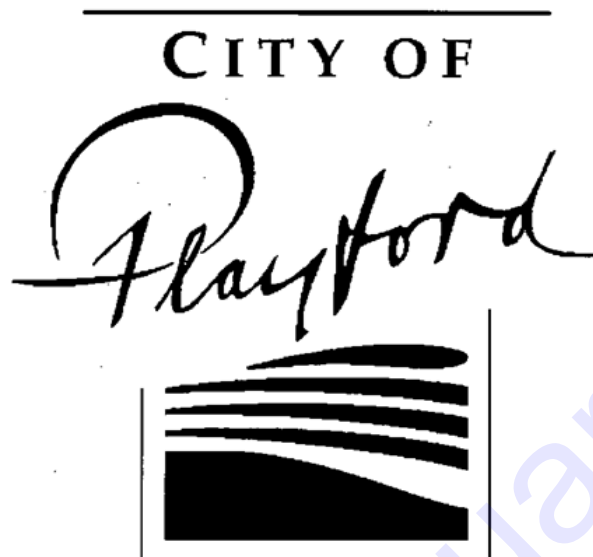
That Council notes the report.

Financial Implications

An annual amount of \$22,500 is budgeted in Annual Business Plan process to meet the costs of Jane Jeffreys Consulting providing services to the Chief Executive Officer Performance Review Committee.

Preferred Options and Justification

The Council resolution called for information which is provided in this report. There are no options presented other than to note the information provided.



Contract Agreement

Between

City of Playford

And

Jane Jeffreys Consulting

63419 – Facilitation of the CEO's Performance Review Committee

PROFESSIONAL SERVICES AGREEMENT (CONTINUING)	
Between:	
The Council:	CITY OF PLAYFORD [ABN 99 397 793 662]
Address:	Playford Operations Centre, 12 Bishopstone Road, Davoren Park SA 5113
Contact No:	08 8256 0569
And the Consultant:	Jane Jeffreys Consulting
Address:	Suite One, 1-5 Wakefield Street, Kent Town SA 5067
Contact No:	08 8331 2500
<p>The Consultant will carry out the Services and otherwise comply with and be bound by this Agreement.</p> <p>The Council will pay to the Consultant the Fee, and any other sums that become payable under the Agreement, in accordance with this Agreement and otherwise comply with and be bound by this Agreement.</p>	
Execution by THE COUNCIL	<p>Executed as a Deed Date: 11 / 8 / 11</p> <p>..... (Mayor) (Chief Executive Officer)</p> <p>*OR PURSUANT TO DELEGATED AUTHORITY</p> <p><i>[Signature]</i> (insert details of person executing) C. HARRIS - TM FINANCE & PEOPLE SERV.</p>
Execution by the CONSULTANT (pursuant to Section 127(1) of the Corporations Act)	<p>Executed as a Deed Date: 3 / 8 / 11</p> <p><i>[Signature]</i> <i>ROBERT HAY</i> Director Director Secretary</p> <p>JANE JEFFREYS <i>[Signature]</i> (Print Name) (Print Name)</p>
Execution by the CONSULTANT (where sole trader or partnership)	<p>Executed as a Deed Date: / /</p> <p>Signed Signed</p> <p>..... (Print Name) (Print Name)</p>
	<p>..... (Print Name) (Sign Name)</p>

THE SCHEDULE	
1. REIMBURSABLE EXPENSES	
2. INSURANCE REQUIREMENTS	<p>Public Liability Insurance: Amount: <u>\$20M</u> Policy #: <u>60A557607BPK</u> Expiry: <u>28/2/12</u></p> <p>Professional Indemnity Insurance: Amount: <u>\$2M</u> Policy #: <u>60765341P10</u> Expiry: <u>28/2/12</u></p> <p>WorkCover - Employer No: <u>11705904</u></p>
3. CONFIDENTIAL CLAUSES/ SCHEDULES	
4. COMMENCEMENT DATE	30/07/2011
5. EXPIRY DATE	30/06/2012
6. SPECIAL CONDITIONS	<p>The terms and conditions in this Agreement represent the Council's standard terms and conditions for professional services. The following special conditions take precedence in the event of any inconsistency between the standard and any special conditions.</p> <p>.....</p> <p>.....</p> <p>.....</p>
7. APPROVED PERSONNEL	
8. EXTENDED TERM	<p>An additional period of 12 months, commencing on 01/07/2012 and expiring on 30/06/2013.</p> <p>An additional period of 12 months, commencing on 01/07/2013 and expiring on 30/06/2014.</p> <p>An additional period of 12 months, commencing on 01/07/2014 and expiring on 30/06/2015.</p>

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES

1. THE ENGAGEMENT OF THE CONSULTANT

- 1.1 The Council hereby engages the Consultant who accepts the engagement for the Term to undertake and to perform the Services.
- 1.2 This Agreement does not restrict the Consultant's ability to engage in any other business, occupation or activity during the Term, provided that in doing so the performance of the Services are not detrimentally affected.

2. BASIS OF ENGAGEMENT

- 2.1 The parties acknowledge that nothing in this Agreement creates or infers a relationship between the parties of partnership or employer/employee.
- 2.2 The Consultant hereby irrevocably offers at any time and at such times as requested by the Council until the end of the Term, to supply the Services to the Council for the Fee at any time that the Council requests that the Consultant supply such Services as contemplated by this Agreement ("Standing Offer").
- 2.3 The Council may place orders for the Services at any time until the end of the Term. Orders will be made in writing by the Council faxing an Purchase Order ("Purchase Order") to the Consultant in the form attached at Annexure 3 to this Agreement.
- 2.4 Each Purchase Order by the Council constitutes an acceptance of the Standing Offer by the Consultant to supply the Services and will constitute an agreement for the Consultant to supply the Services to the Council in accordance with the Purchase Order and the terms conditions set out in this Agreement.
- 2.5 The Council is not obliged to request any or any minimum number of Services from the Consultant under this Agreement.
- 2.6 The arrangements contemplated by this Agreement are not an exclusive arrangement and the Council may, at its discretion, engage other suppliers to provide the Services.
- 2.7 The Services will be provided as and when required by the Council in accordance with a written Purchase Order.

3. INVOICING AND PAYMENT

- 3.1 The Council will pay to the Consultant the Fee for the supply of the Services in accordance with the provisions of each Purchase Order.
- 3.2 The Consultant will issue monthly invoices in respect of the Services.
- 3.3 Payment of the Fee will be due within thirty (30) days from the end of the month in which the Council receives a correctly rendered Tax Invoice from the Consultant.

3.4 A Tax Invoice is correctly rendered when it:

- 3.4.1 describes the Services provided and the period to which the Services relate and the job number;
- 3.4.2 displays the terms of payment of the Fee described in the invoice;
- 3.4.3 displays the Council's Purchase Order Number (if relevant);
- 3.4.4 is addressed to the Council's address as specified in this Agreement; and
- 3.4.5 set out in reasonable detail the manner and basis of the calculation of the Fee set out in the invoice, including the component of GST.

3.5 The Council is entitled to deduct from amounts otherwise payable to the Consultant any amount whatsoever due from the Consultant to the Council.

3.6 **Effect of Payment**

Any payment, in part or in total, of the Fee or Reimbursable Expenses does not constitute an acceptance by the Council of the Services and does not amount to a waiver of any right or action which the Council may have at any time against the Consultant.

3.7 **Disputed Tax Invoice**

If the Council disputes the Consultant's Tax Invoice (or any part of a Tax Invoice) then the matter must be dealt with under clause 20.

3.8 **Right of Set Off**

The Council is entitled to deduct from amounts otherwise payable to the Consultant any amount whatsoever due from the Consultant to the Council.

4. **STANDARD AND SCOPE OF THE SERVICES**

- 4.1 The Consultant must provide the Council with the Services in the manner and at the times or within the timeframe specified in each Purchase Order.
- 4.2 The Consultant must provide the Services with all the skill, care and diligence to be expected from a qualified, competent and experienced provider of services of a similar nature as the Services and during the Term the Consultant will devote such of its time and ability as is appropriate and reasonably necessary for the proper performance and completion of the Services.
- 4.3 The Consultant warrants to the Council that it holds all Authorisations required for it to perform its obligations under this Agreement undertakes to comply with such Authorisations and all applicable Laws, accepted industry standards, specifications and procedures in the performance of its obligations under this Agreement.
- 4.4 In providing the Services under this Agreement, the Consultant must:

- 4.4.1 comply with all Laws and the requirements of any Governmental Agency including the requirements of the *Occupational Health, Safety and Welfare Act 1986* (SA) and any regulations made thereunder; and
 - 4.4.2 comply with any reasonable requests of the Council, whether in relation to the manner of the performance of the Services or otherwise.
- 4.5 The Consultant must promptly notify the Council of any accident, injury, property or environmental damage or any potential breach of any Law ("any reportable incident") that occurs during or as a result of this Agreement. All reportable incidents shall be immediately notified to the Council and the Consultant must, within 24 hours of any such incident, provide a report to the Council's Representative giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.
- 4.6 Without limiting the Consultant's obligations under clause 4.4, the *Ombudsman Act 1972* (the "Ombudsman Act") provides that the Ombudsman may investigate any act of an individual or organisation done in the performance of functions conferred under a contract with certain public authorities. The Consultant agrees to ensure timely compliance with all obligations arising under the Ombudsman Act, and any other applicable Law, in relation to any such investigation involving the Council.
- 4.7 The Consultant shall supply at its own expense all plant, equipment and facilities required for the performance of the Services and ensure that such plant, equipment and facilities are maintained at all times in a safe and good working condition.
- 4.8 The Consultant must at all times keep the Council fully and regularly informed as to all matters affecting or relating to the Services and shall provide to the Council such information as is reasonably requested by the Council from time to time for the purposes of monitoring the performance by the Consultant of its obligations under this Agreement;
- 4.9 Times for the fulfilment of the Consultant's obligations under this Agreement are essential terms of this Agreement.

5. VARIATION TO THE SERVICES

- 5.1 The Council may, by written notice to the Consultant request a Variation to the scope and extent of the Services. This may consist of a direction to the Consultant to change the character or quality of the Services.
- 5.2 Subject to clause 5.4, no Variation will be carried out by the Consultant unless and until the Council has provided to the Consultant a written Variation and the valuation of the Variation has been determined.
- 5.3 A Variation will be valued as follows:
 - 5.3.1 where the Variation can be valued by the application of rates accepted by the Council, by the application of those rates;
 - 5.3.2 where there are no relevant rates the Council's Contract Representative shall determine a reasonable value.

- 5.4 If the Council is of the opinion that the matter is one of such urgency that the Consultant should proceed before the Variation has been valued, the Consultant may proceed with the Variation to the Services on receiving a written or oral instruction to that effect from the Council and the Variation shall thereafter be valued in accordance with clause 5.3. Where such an oral instruction is given, it shall be confirmed in writing as soon as practicable thereafter.
- 5.5 No Variation shall invalidate this Agreement irrespective of the character or value of the Variation.
- 5.6 Notwithstanding any aspect of this clause 5 the Consultant acknowledges and agrees that modifications to the Council's operations and/or procedures during the Term may necessitate modifications to the Services and the method of their delivery. The Consultant will accept and perform the amendments and modifications.
- 5.7 All Variations must be in writing and signed by the Contract Representatives.

6. EMPLOYEES AND SUB-CONTRACTORS

- 6.1 The Consultant must engage sufficient personnel to carry out the Services in accordance with this Agreement and ensure that the Services are carried out by personnel who are properly trained, experienced and, if required by Law, accredited to perform the Services.
- 6.2 The Consultant will be responsible for the provision of the Services by all personnel (including its subcontractors) engaged by it and will not be relieved of its obligations or liabilities under this Agreement.
- 6.3 The Consultant must take all steps necessary to provide a safe system of work at any location at which the Consultant carries out the Services and provide for and ensure the safety of all persons associated with the performance of the Services including the Council's employees and Consultants that may enter upon the work-places operated by the Consultant from time to time in connection with the performance of the Services.
- 6.4 The Consultant will ensure that all of its employees and subcontractors:
- 6.4.1 Conduct themselves in a friendly, courteous, civil and inoffensive manner;
- 6.4.2 Carry out their duties at all times with as little inconvenience and disturbance to others as possible, and without causing any nuisance.
- 6.5 The Consultant is responsible for labour management and industrial relations in respect of the Services and accordingly:
- 6.5.1 The Council is not and will not be liable for the payment of any employee benefits for the Consultant, including wages and salary, paid public holidays and sick leave, superannuation, superannuation guarantee, PAYE or other income taxes and other insurance or benefits arising out of or in connection with the activities of the Consultant;

6.5.2 The Council will not bear nor accept any additional costs as a result of the impact of any industrial dispute on the provision of the Services; and

6.5.3 In the event of an industrial dispute, the Consultant must take all reasonable steps to ensure where possible the continuation of the Services without adverse impact on the Council.

7. CONSULTANT'S STAFF

7.1 The Consultant acknowledges that the Council has entered into this Agreement on the basis of the skills, reputation, qualifications, experience and knowledge of the Approved Personnel and that the provision of the Services under this Agreement must be by only the Approved Personnel.

7.2 The Consultant may, by written application, request that the Council approve further people to be included in the definition of the Approved Personnel. If the Council approves such an addition the Approved Personnel shall be adjusted accordingly.

7.3 The Council's approval under clause 7.2 shall be made in the Council's sole and absolute discretion and may be withheld as the Council sees fit.

7.4 For the avoidance of doubt, where the Consultant engages subcontractors under clause 21.6, such subcontractors must be approved by Council as members of the Approved Personnel.

8. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS AND DELIVERABLES

8.1 The Consultant hereby assigns to the Council all future copyright and all other rights of a like nature in the Deliverables throughout all countries of the world to the intent that such rights will upon their creation vest in the Council.

8.2 Subject to clause 8.3, title to all Intellectual Property Rights in the Deliverables other than copyright vesting in the Council under clause 8.1, will be assigned to the Council upon its creation.

8.3 The Consultant hereby grants the Council a perpetual, royalty-free, non-exclusive licence of Background Intellectual Property, with a right to grant sub-licences, to the extent necessary to use or reproduce in any way the Deliverables.

8.4 The parties to this Agreement shall do all such things and execute all such forms and documents as are necessary or desirable, in the opinion of the Council, in order to permit or facilitate the performance of the transactions contemplated by this clause.

9. INTELLECTUAL PROPERTY

9.1 The Consultant warrants that the Deliverables will not infringe the Intellectual Property Rights of any person. The Consultant fully indemnifies the Council against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party against the Council alleging that the Deliverables infringe any such Intellectual Property Rights.

- 9.2 The Council warrants that any Data provided by it to the Consultant will not infringe the Intellectual Property Rights of any person. The Council shall fully indemnify the Consultant against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party against the Consultant alleging that such Data infringes any such Intellectual Property Rights.

10. INSURANCE

- 10.1 The Consultant must maintain at all times during the Term all insurances required by Law or this Agreement to be effected by it in respect of this Agreement, including:
- 10.1.1 public risk insurance in the sum of the amount set out in Item 2 of the Schedule or such other amount as the Council may require in respect of any one incident arising during or in consequence of the performance of the Services. The insurance policy must carry an endorsement from the insurer acknowledging the various indemnities given by the Consultant under this Agreement;
 - 10.1.2 professional indemnity insurance in a form and with an insurer approved by the Council for an amount of not less than the amount set out in Item 2 of the Schedule or such other amount as the Council may require;
 - 10.1.3 insurance for the full replacement value of the Consultant's facilities, plant and equipment;
 - 10.1.4 subject to clause 10.1.5, the Consultant must register itself (and (if applicable) ensure any of its subcontractors register) with WorkCover and pay all levies pursuant to the Worker's Rehabilitation and Compensation Act. The Consultant (and any sub-contractors) must maintain such registration at all times during the Term and shall produce evidence of such registration to the Council upon request to do so;
 - 10.1.5 notwithstanding clause 10.1.4, if the Consultant (or any sub-contractors) is unable to register as an employer under the Worker's Rehabilitation and Compensation Act, then the Consultant must instead adequately insure against accident, personal injury and disability and must maintain such insurance at all times during the Term; and
 - 10.1.6 such other insurances as specified in Item 2 of the Schedule.
- 10.2 Evidence of the maintenance of all insurances which are required to be held by this Agreement must be produced by the Consultant to the Council upon request to do so.
- 10.3 All insurance policies must bear an endorsement from the insurer that the Council will be notified if the policy is cancelled or altered or allowed to lapse.
- 10.4 The Consultant must not allow any act or omission to occur which would make any policy of insurance void or unenforceable.

- 10.5 The Consultant must ensure that its sub-contractors (of all tiers) provide the same insurance to it as provided to the Council by the Consultant.

11. INDEMNITY AND EXCLUSION OF LIABILITY

- 11.1 The Consultant must indemnify and keep the Council and its respective employees, officers and consultants indemnified against all claims, demands, expenses, loss or damage which may be brought or made or claimed against the Council and its respective employees, officers and consultants in respect of loss or damage to any property, or the death of or personal injury to any person caused or contributed to (but only to the extent contributed to) by the Consultant, a breach by the Consultant of any of the terms of this Agreement, any wilful, unlawful or negligent act or omission of the Consultant and any claim, action or proceeding by a third party against the Council or its employees, officers, and consultants caused or contributed to by the Consultant.
- 11.2 The indemnity provided by the Consultant under clause 11.1 shall be reduced by the extent to which any negligence on the part of the Council contributed to the injury, loss or damage giving rise to the claim for the indemnity.
- 11.3 The Consultant will undertake the Services at its own risk in all things and hereby releases the Council and its respective employees, officers members and Consultants from and against all claims, actions, proceedings, costs, expenses, losses, suffering, illness and liabilities incurred by the Consultant or its employees, agents, subcontractors, third party persons, and customers which arise from the performance of the Services.

12. MUTUAL WARRANTIES

Each party represents and warrants to the other that as at the date of this Agreement:

- 12.1 all actions, conditions and things required to be taken, fulfilled and done by it in order to enable it to enter into, exercise its rights and perform and comply with its obligations under this Agreement have been done; and
- 12.2 all Authorisations required for its entry into, exercise of its rights under, and performance and compliance with its obligations under this Agreement have been obtained.

13. NON PERFORMANCE BY THE CONSULTANT

If the Consultant fails to perform any of its obligations under this Agreement and the Consultant is given a notice in writing specifying the obligation which the Consultant has failed to perform and requiring the failure to be rectified within such reasonable time as the Council sets out in the notice, then if the Consultant fails to rectify the failure within such reasonable time, the Council may:

- 13.1 suspend any or all payment of fees until such failure is rectified; and/or
- 13.2 rectify the failure itself whether by the use of the Council's employees or other Consultants and deduct the cost of such rectification from all sums due to the Consultant; and/or
- 13.3 terminate this Agreement in accordance with clause 15.1; and/or

- 13.4 pursue all or any other legal remedies available to the Council as a consequence of failure by the Consultant.

14. **FORCE MAJEURE**

- 14.1 If a Force Majeure Event causes delay or failure by a party to perform its obligations under this Agreement:

14.1.1 neither party will be liable for such delay or failure; and

14.1.2 all obligations of a party under this Agreement will be suspended until the Force Majeure Event ceases to apply.

- 14.2 A party which is, by reason of a Force Majeure Event, unable to perform any obligation or condition required by this Agreement must:

14.2.1 notify the other party as soon as possible giving:

14.2.1.1 reasonably full particulars of the event or circumstance of Force Majeure Event;

14.2.1.2 the date of commencement of the Force Majeure Event and an estimate of the period of time required to enable it to resume full performance of its obligations; and

14.2.1.3 where possible, the means proposed to be adopted to remedy or abate the Force Majeure Event;

14.2.2 use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as soon as possible;

14.2.3 resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event has abated to an extent which permits resumption of performance;

14.2.4 notify the other party when the Force Majeure Event has terminated or abated to an extent which permits resumption of performance to occur; and

14.2.5 notify the other party when resumption of performance has occurred.

- 14.3 If a delay or failure under clause 14.1 exceeds sixty days, either party may immediately terminate this Agreement on providing notice in writing to the other party.

15. **TERMINATION**

15.1 **Termination by the Council with notice**

15.1.1 Without limiting any other clause of this Agreement, at any time during the Term, the Council may terminate this Contract by giving not less than 30 days written notice to the Consultant and upon receipt of such notice the Consultant must cease work or reduce work to mitigate consequential losses arising from the early termination.

- 15.1.2 In such circumstances, the Council will be liable to the Consultant only in respect of fees properly owing up to the date of termination in respect of the Services (or part thereof) performed to that time. Without limiting the effect of this clause 15.1.2, the Council will not be liable to compensate the Consultant for loss of potential profits or other consequential loss incurred by the Consultant arising from termination by the Council pursuant to clause 15.1.1.

15.2 Termination by the Council for cause

- 15.2.1 The Council may immediately terminate this Agreement by giving notice in writing to the Consultant if:
- 15.2.1.1 the Consultant ceases to carry on business or becomes otherwise unable to perform its obligations under this Agreement; or
 - 15.2.1.2 fails to perform or observe any material term of this Agreement and fails to remedy that breach within a reasonable time after receiving a notice from the Council requiring the Consultant to remedy that breach; or
 - 15.2.1.3 the Consultant has an agent in possession, mortgagee in possession, administrator or receiver and/or manager or similar insolvency official appointed to the whole or any substantial part of its assets, or if any order is made or a resolution passed for the winding up of the Consultant; or
 - 15.2.1.4 the Consultant becomes insolvent or makes an assignment or compromise for the benefit of its creditors or is otherwise unable to pay its debts as and when they become due.

15.3 Termination by the Consultant

The Consultant may immediately terminate this Agreement if the Council fails to perform or observe any material term of this Agreement and fails to remedy that breach within a reasonable time after receiving a notice from the Consultant requiring the Council to remedy that breach.

15.4 Prior Rights

Termination of this Agreement shall be without prejudice to the rights or obligations of the Consultant or the Council in respect of any matter, thing or event occurring prior to termination or in respect of any sums or other claims outstanding at the time of termination.

16. NOTICES

- 16.1 Notices under this Agreement may be sent to the relevant address specified in the Schedule.
- 16.2 A notice under this Agreement will be deemed given:
- 16.2.1 in the case of hand delivery, when a party or its representatives acknowledge in writing that it has been received;

16.2.2 in the case of posting, three days after despatch; and

16.2.3 in the case of facsimile, when the transmission is received if receipt occurs on a Business Day, or otherwise at the beginning of the next business day after transmission.

17. REPRESENTATIVES

17.1 Each party may from time to time in writing appoint a representative to administer the day to day operation of this Agreement by exercising any functions of that party or its representative (such party a "Representative").

17.2 Not more than one Representative appointed pursuant to clause 17.1 shall be delegated any one function at the same time.

17.3 A Representative may be varied from time to time by written notice to the other party.

18. GST

18.1 All amounts payable under this Agreement are calculated or expressed exclusive of GST, unless otherwise stated.

18.2 If GST is payable by a party ("the supplier") for a supply under this Agreement to the other party ("the recipient") the recipient must pay to the supplier an amount equal to the GST payable on that supply in addition to the GST exclusive amount payable for that supply.

18.3 If any payment to be made to a party under or in connection with this Agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with clause 18.2.

18.4 If an adjustment event has occurred in respect of a taxable supply made under or in connection with this Agreement, any party that becomes aware of the occurrence of that adjustment event must notify each party to that taxable supply as soon as practicable, and all those parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that taxable supply, or any refund of GST (or part thereof), is paid no later than 28 days after the supplier first becomes aware that the adjustment event has occurred.

19. CONFIDENTIAL INFORMATION AND FREEDOM OF INFORMATION

19.1 Each of the parties agrees that it will not use any Confidential Information of the other party or allow any Confidential Information of the other party to be used for any purpose whatsoever, except for the purposes of and in the manner contemplated by this Agreement, and agrees that it will:

19.1.1 keep confidential;

19.1.2 take reasonable steps to ensure that the party's officers and employees do not disclose to a third party;

19.1.3 maintain proper and secure custody of; and

19.1.4 not use or reproduce in any form,

any Confidential Information belonging to the other party. Any departure from a party's obligations pursuant to this clause may only be with the written consent of the other party or as required by law or the terms of this Agreement.

19.2 The Freedom of Information Act 1991 (SA) ("FOI Act") gives members of the public rights to access Council documents. The FOI Act promotes openness in governance and accountability of government agencies and to achieve these objects confers on members of the public a legally enforceable right to be given access to documents, including contracts, held by the Council subject but not limited to such restrictions as are consistent with the public interest, commercial in confidence and/or the preservation of personal privacy in respect of those from whom information is collected and held by the Council and other public authorities.

19.3 The Consultant consents to any disclosures made as a result of the Council complying with its obligations under the FOI Act, subject to any legally required consultation.

19.4 Subject to clause 19.1 and for the purposes of the FOI Act, the clauses and Schedules of this Agreement specified in Item 3 of the Schedule are confidential ("Confidential Sections").

19.5 Unauthorised disclosure of the Confidential Sections and the subject matter contained therein constitutes a breach of a party's obligations under this Agreement.

For the purposes of this clause "Confidential Information" means and includes any documentation or information of a confidential nature supplied by either of the parties to the other in connection with this Agreement and includes but is not limited to all scientific, technical, manufacturing, performance, sales, financial, commercial, contractual or marketing information possessed by each party but specifically excludes any documentation or information which has been previously published or otherwise disclosed to the general public or is required to be disclosed by law.

20. DISPUTE RESOLUTION

20.1 Mediation

20.1.1 Any dispute arising out of the subject matter of this Agreement shall be notified in writing by either party to the other party. The notice must set out details of the dispute. At first instance the parties shall meet to consider and resolve the dispute. If the parties are unable to resolve the dispute within a reasonable time, then they shall explore in good faith the prospect of mediation.

20.1.2 Nothing in this clause shall prevent either party seeking urgent equitable relief.

20.2 Arbitration or litigation

20.2.1 In the event that the dispute is not resolved in accordance with clause 20.1, any party may then refer the dispute to arbitration or commence litigation proceedings.

20.2.2 Where a party to a dispute fails to comply with clause 20.1, any other party to the dispute need not comply with clause 20.1 before referring the dispute to arbitration or commencing litigation proceedings.

21. MISCELLANEOUS PROVISIONS

21.1 Variation

This Agreement may only be varied if agreed by all the parties in writing by a subsequent document.

21.2 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

21.3 Costs

Each party shall bear their own legal costs incurred in connection with the preparation, negotiation and execution of this Agreement.

21.4 Survival of Indemnities

21.4.1 Each release and/or indemnity by a party in this Agreement is a continuing obligation of that party despite:

21.4.1.1 any settlement of account; or

21.4.1.2 the occurrence of any other thing;

and remains in full force until all money owing, contingently or otherwise, under the indemnity has been paid in full.

21.4.2 Each release or indemnity by a party in this Agreement is an additional, separate and independent obligation of that party and no one indemnity limits the general nature of any other indemnity.

21.5 Special Conditions

The terms and conditions in this Agreement represent the Council's standard terms and conditions for consultancy services. The special conditions set out in Item 6 of the Schedule take precedence in the event of any inconsistency between the standard and any special conditions.

21.6 Subcontracting and Assigning

21.6.1 The Consultant will not, except pursuant to this clause 21.6, subcontract or assign the whole or any portion of its rights and obligations under this Agreement, and no sub-contractors or assignees

will have any rights under this Agreement against the Council or be entitled to receive any payments under this Agreement from the Council unless the relevant subcontract or assignment has received the Council's consent pursuant to this clause 21.6.

- 21.6.2 The Consultant will be entitled to assign or subcontract the whole or any part of its rights and obligations under this Agreement only with the prior written consent of the Council, which consent may not be unreasonably withheld but which may be given subject to such conditions as the Council considers appropriate.
- 21.6.3 With any application for the consent of the Council to any assignment or subcontracting, the Consultant must provide all such information as may be required by the Council, including, but not limited to, evidence that the proposed assignee or subcontractor will be capable of performing any obligations of the Consultant under this Agreement that are to be subcontracted or assigned.
- 21.6.4 Unless otherwise agreed in writing by the Council, no assignment or subcontracting of any rights or obligations of the Consultant under this Agreement will relieve the Consultant from any liability under this Agreement or at Law in respect of the performance or purported performance of this Agreement and the Consultant will be responsible for the acts and omissions of any subcontractor or assignee or any subcontractor's or assignee's employees and agents as if they were the acts or omissions of the Consultant.
- 21.6.5 For the purpose of this clause 21.6, if the Consultant is a company, an assignment of this Agreement will include any change in the beneficial ownership of the share capital of the Consultant, or the resignation, death or appointment of any director of the company, which alters the effective control of the Consultant.

21.7 Severance

If any provision of this Agreement is invalid or unenforceable in accordance with its terms, all other provisions which are self sustaining and capable of separate enforcement without regard to the invalid or unenforceable provisions are and will continue to be valid and enforceable in accordance with their terms.

21.8 Preservation of rights under this Agreement

Any rights conferred by this Agreement are additional and without prejudice to all other rights and remedies available to the parties. No exercise or lack of exercise of a right constitutes a waiver by a party of any other right or remedy nor does any of the parties respective rights merge upon the termination of this Agreement.

21.9 Effects of failure to enforce rights

Failure or omission by a party to enforce or require strict compliance with a provision of this Agreement does not affect or impair that provision or the right of the party to avail themselves of any remedies they may have in respect of any breach of a provision.

21.10 Consent and approvals

Each party must do all things necessary to give full effect to this Agreement and the transactions contemplated by this Agreement.

21.11 Governing law

This Agreement is governed by and will be construed in accordance with the laws of South Australia. The parties submit to the jurisdiction of the courts of South Australia and agree to issue any proceedings relating to this document in those courts.

22. OPTION TO EXTEND TERM

- 22.1 Not less than three (3) months and not more than six (6) months prior to the expiry of the Original Term, the Council may serve a notice on the Contractor ("**Extension Notice**") extending this Contract by the Extended Term.
- 22.2 Upon service of the Extension Notice by the Council on the Contractor, this Contract is forthwith extended on the same terms and conditions as are contained in this Contract except for the exclusion of this Clause 22, commencing immediately after the Original Term expires.

23. DEFINED TERMS AND INTERPRETATION

23.1 Defined terms

In the interpretation of this Agreement unless the context otherwise requires:

- 23.1.1 **Agreement** means this Deed of Agreement;
- 23.1.2 **Approved Personnel** means the persons named in Item 7 of the Schedule and any other person(s) approved by the Council pursuant to clause 7 to undertake the Services;
- 23.1.3 **Authorisation** means any authorisation, agreement approval, licence, permit, consent, qualification, accreditation, filing, registration, certificate, resolution, direction, declaration or exemption and any renewal and variation of them by or with a Governmental Agency;
- 23.1.4 **Background Intellectual Property** means Intellectual Property Rights in the Deliverables which were not specifically created as part of the Services (including the pre-existing Intellectual Property Rights of the Consultant and Intellectual Property Right of third parties);
- 23.1.5 **Commencement Date** means the date specified in Item 4 of the Schedule;
- 23.1.6 **Contract Representative** means a person appointed by a party pursuant to clause 17.1;
- 23.1.7 **Data** means information directly or indirectly relating to this Agreement and/or the Services;

- 23.1.8 **Deliverables** means all documents, equipment, software, information and Data produced as part of the Services and supplied to the Council as part of the Services;
- 23.1.9 **Expiry Date** means the date specified in Item 5 of the Schedule;
- 23.1.10 **Extended Term** means the period specified in Item 8 of the Schedule, commencing on the date specified in Item 8 of the Schedule;
- 23.1.11 **Fee** means the fee payable by the Council to the Consultant in consideration for the Services, which is to be determined and reviewed in the manner set out in Annexure 2, and which is more specifically set out in each Purchase Order;
- 23.1.12 **Force Majeure Event** means an event beyond the reasonable control of the parties which precludes a party from observing or performing on time an obligation under this Agreement. Such circumstances include but are not limited to:
- 23.1.12.1 acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster; and
- 23.1.12.2 acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution;
- 23.1.13 **Governmental Agency** means any government or any government, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity including any self-regulatory organisation established under statute or any stock exchange;
- 23.1.14 **GST** means any goods and services tax, value added tax or similar tax levied or imposed by the Commonwealth of Australia;
- 23.1.15 **GST Law** has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- 23.1.16 **Intellectual Property Rights** includes property and rights in respect of or in connection with copyright (including future copyright and rights in the nature of or analogous to copyright), know-how, trade mark, service mark, design, inventions (including patents), semi-conductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights (including all renewals and extensions) whether created before or on or after the Agreement;
- 23.1.17 **Law** means any statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, order, rule or subordinate legislation;
- 23.1.18 **Original Term** means the period from the Commencement Date until the Expiry Date;
- 23.1.19 **Reimbursable Expenses** means those expenses specified in Item 1 of the Schedule;

- 23.1.20 **Services** means those services which the Consultant is to perform under this Agreement, more specifically set out in Annexure 1;
- 23.1.21 **Special Conditions** means the special conditions (if any) in respect of the Services set out in the Schedule;
- 23.1.22 **Tax Invoice** has the meaning given by the GST Law;
- 23.1.23 **Term** means the Original Term, and where applicable, includes the Extended Term;
- 23.1.24 **Variation** means any change to the Services including any addition, increase, decrease, omission, deletion, demolition or removal to or from the Services.

23.2 Interpretation

- 23.2.1 In this Agreement including the Annexures and Schedule unless the contrary intention appears:
- 23.2.1.1 headings are for ease of reference only and are not relevant to interpretation;
- 23.2.1.2 the singular includes the plural and vice versa;
- 23.2.1.3 a reference to a gender includes all genders;
- 23.2.1.4 a reference to a person includes bodies corporate, unincorporated associations and partnerships;
- 23.2.1.5 a reference to a clause, subclause, Annexure or Schedule is a reference to a clause, subclause, Annexure or Schedule of this Agreement;
- 23.2.1.6 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- 23.2.1.7 all references to measurements, quantities, dimensions and units shall be in terms of Commonwealth legal units;
- 23.2.1.8 monetary references are references to Australian currency;
- 23.2.2 the meaning of general words is not limited by specific examples introduced by **including**, **for example** or similar expressions;

23.3 Documents Comprising Agreement

The Schedule and the Annexures form part of this Agreement.

23.4 Contra Proferentem

In the interpretation of this Agreement, no rule of construction applies to the disadvantage of one party on the basis that that party put forward or drafted this Agreement or any provision in it.

23.5 Approvals and Consents

Unless expressly stated otherwise, all approvals or consents required to be given by a party under this Agreement must not be unreasonably withheld or delayed.

Released 3 January 2020

ANNEXURE 1

SERVICES

Scope of Services

1. Brief description of services

The External Facilitator supports the members of the CEO's Performance Review Committee in their management and development of the CEO's performance during an annual cycle of activity. The External Facilitator reports to the Mayor and is contracted to the City of Playford. Strong liaison with the CEO is essential.

The External Facilitator takes the lead role in the preparation and distribution of the Committee's communications, working in conjunction with the Mayor and CEO's Personal Assistant (Minute Secretary) and the Council's Governance unit. The Facilitator also supports the education of the Committee members in performance management and development and related matters, through the development and conduct of an education program, and through ongoing advice.

The services of the External Facilitator are subject to an annual performance review conducted by the Team Manager, People Services.

2. The current process of the CEO's Performance Review at City of Playford

A full summary of the current processes used for the CEO's Performance Review will be provided during a planned handover between the current contractor and the selected replacement person.

Key features of the current process include:

- (At least) quarterly meetings between the Committee members and the CEO to set and then review progress on KPI's, annual Development Plan, Position Description, external advice as needed; distribution of Committee minutes and a Mayor's Communique to senior staff and Elected Members to support transparency and currency of information available on progress;
- Quarterly Informal Briefings between the CEO and Council members;
- The end of cycle formal review which includes:
 - o A Self-Assessment by the CEO, presented to Council

- o End of cycle collection of feedback from individual staff and Elected Members (and in some years, additional external stakeholders) via interview by the External Facilitator, presented as a report
- o Council feedback, as a group
- o Debrief of the CEO on the feedback obtained
- o The CEO's response (right of reply) to feedback
- o The Committee's review of performance and dialogue with the CEO
- o Consideration of contract or position description implications
- o Dialogue with Council about contract and remuneration review parameters for negotiations, as required
- o Negotiation of contract and remuneration matters, as required.

3. Current tasks associated with the Contract, and associated estimates of contract hours

The following summary represents the tasks associated with the contracted work, as currently performed and requested by the Committee. Occasional additional tasks may be requested by the Committee; for example, conduct of an orientation session for a new Committee or new members.

The new contractor will have the opportunity to review these tasks in conjunction with the Committee and CEO, as part of the plan of work for the new performance cycle of 2011/2012, and negotiate changes to contract as a result.

	<i>Expected tasks (Each financial year)</i>	<i>Est consulting time (hrs)</i>
1	Prep of papers for roundtable (agenda preparation) meetings (with Mayor and CEO) pre Committee or Council meetings x 6 @ 1hr, per annum	6.0
2	Attendance at meetings of roundtable meetings – x 6 @ 1 hr pa	6.0
3	Prep of papers for Ctee meeting x 5 – 5 mtgs @ 2 hrs ea	10.0
4	Attendance at Ctee meetings x 5 – 5 mtgs @ 2hrs	10.0
5	Prep of papers for Council meetings x 5 – 5 mtgs @ 3 hrs ea	15.0
6	Attendance at Council meetings x 5 – 5 mtgs @ 2hrs ea	10.0
7	Discussions with Mayor and CEO re issues, agendas – over any year	5.0
8	Liaison with CEO's PA, Council Agendas & Minutes – over any year	5.0
9	Review/ Completion of Minutes from Ctee mtgs – 5 @ 0.5 hr ea	2.5
10	Preparation of Ctee Communiques post mtgs – 5 @ 1hr ea	5.0
11	Mentoring sessions with CEO – say 3 pa @ 1.5 hrs	4.5
12	Conduct of EM, staff & ext stakeholder interviews for annual review: say 6	16.0

	EM interviews @ 0.5hr + 10 staff interviews @ 1 hr + 3 ext interviews @ 1 hr	
	ESTIMATED TOTAL CONSULTING HRS	96.0
	SAY	100.00 hrs

The CEO's Performance Review Committee

The CEO's Performance Review Committee is currently comprised of the Mayor, Deputy Mayor and one other Elected Member, as selected by Council. The Mayor is the Presiding Member. The Committee is established for the term of Council (4 years) to enable continuity, suitable orientation and education and the establishment of open relationships for the benefit of both parties.

The CEO's Performance Review Committee operates within a Charter and delegations established with Council and reviewed periodically. (The full Governance Framework also includes long term plans and annual budgets.) The Committee focuses on planning for performance, guiding and developing the CEO in his achievement of Council plans and his Key Performance Measures, and on a formal assessment of performance at the end of the annual cycle. The Committee is also delegated to undertake remuneration reviews of the CEO's position in accordance with his contract and the parameters agreed by Council. In this the Committee and External Facilitator are supported by Council's specialist remuneration advisors, Mercer. The Committee's own performance is reviewed annually with assistance from Council's Governance Unit.

The Committee meets five times per year, or as the business of the Committee requires it. Meetings are typically conducted on the second Monday of the month, 5.30-7.30pm. Preparation of agendas and minutes is required within certain protocols and timeframes established by Council. The preparation of agendas is guided by a forward Work Plan of the Committee, and a roundtable meeting between the Mayor, CEO and External Facilitator in the week preceding the deadline for submission of papers. Roundtable meetings are typically conducted at Playford Operations Centre, Davoren Park, on Mondays, at 3.00-4.00pm, during the Mayor and CEO regular briefing.

The External Facilitator prepares, and at times presents or supports the Committee's presentation, of papers for information and decision at Council meetings. Occasional attendance at Council meetings is therefore required.

ANNEXURE 2**FEE**

Actual hours of work will be agreed once the process and scope of the assignment and methodology have been discussed and agreed. We understand that the current process entails approximately 100 hours of consulting, however, we feel there are opportunities for this to be modified with a revised approach.

We will be pleased to discuss this proposal in person at a mutually agreed time.

Our consulting fees are \$350.00 per hour + GST with administration charged at cost at \$60.00 per hour + GST. Any additional work will be charged at an hourly rate and in consultation and in agreement with yourself. Disbursements and expenses will be charged at cost.

Released 3 January 2020

ANNEXURE 3**PURCHASE ORDER**

The Purchase Order must include, at minimum, the following information:

1. Name and ABN of Consultant (Legal Entity, not Business Name)
2. Type of Services to be supplied (include specifications, if relevant)
3. Council's unique Purchase Order number
4. The location where the Services are to be provided
5. The time and date on which the Services are to be commenced
6. The time and date on which the Services are to be completed
7. Fee for the Services (**GST inclusive**)

Enquiries: Teresa Bury
Telephone: (08) 8256 0261 (d)
tburys@playford.com.au
Phone: (08) 8256 0261
Facsimile: (08) 8256 0578



Customer Service Centres & Libraries

Playford Civic Centre
10 Playford Boulevard
Elizabeth SA 5112

Shop 51
Munno Para Shopping City
600 Main North Road
Smithfield SA 5114

Postal Address

City of Playford
12 Bishopstone Road
Davoren Park SA 5113

5 August 2014

Jane Jeffreys Consulting
Unit 8, 202-208 Glen Osmond Road
Fullarton SA 5063
Attn: Jane Jeffreys

Dear Jane

LETTER OF ACCEPTANCE

63419 – Three Year Contract Extension to Re-Appoint Jane Jeffreys Consulting for the Facilitation of the CEO's Performance Review Committee

The City of Playford (CoP) has considered your submission to extend the current contract for a three (3) year extension term and formally advises Jane Jeffreys Consulting council accepts to extend the above mentioned contract as follows:

The three (3) year extension term has been accepted under the following terms and conditions.

1. Extension is for a period of three (3) years commencing 1 November 2014 and expiring 31 October 2017
2. Continued compliance to City of Playford's existing conditions of contract detailed in the executed contract 63419, August 2011
3. Compliance to the revised scope of services dated 8 July 2014
4. Existing schedule of rates (fee) to remain the same for the three year term

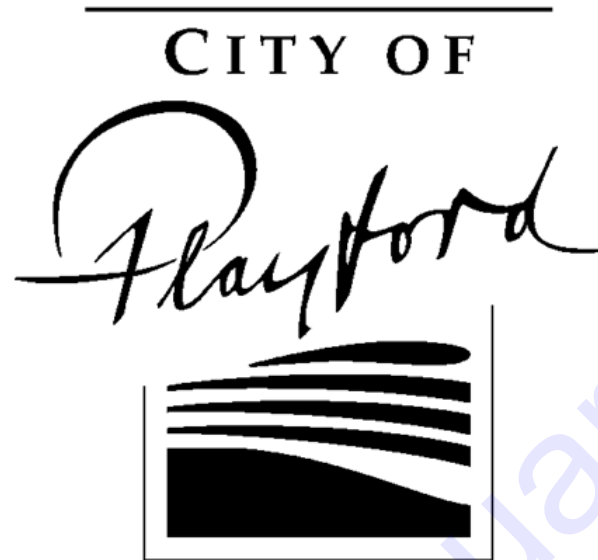
Councils representative for this contract is Steven Watson who may be contacted on 8256 0225 or swatson@playford.sa.gov.au.

Should you have any queries relating to this contract please do not hesitate to contact me on 8256 0261.

Yours sincerely

A handwritten signature in blue ink, appearing to read "Teresa Bury", written over a circular stamp.

Teresa Bury
CONTRACTS OFFICER



Revised Contract Schedule

Between

City of Playford

And

Jane Jeffreys Consulting

63419 – Facilitation of the CEO's Performance Review Committee

THE SCHEDULE	
1. REIMBURSABLE EXPENSES	Not Applicable
2. INSURANCE REQUIREMENTS	<p>Public Liability Insurance:</p> <p>Allianz Australia Insurance Limited Amount: \$20,000,000 Policy #: 151A015607COM Expiry: 28/02/2015</p> <p>Professional Indemnity Insurance:</p> <p>QBE Insurance (Australia) Ltd Amount: \$2,000,000 Policy #: 607653414PID Expiry: 28/02/2015</p> <p>Workcover - Employer No:</p>
3. CONFIDENTIAL CLAUSES/ SCHEDULES	Not Applicable
4. COMMENCEMENT DATE	1/11/2014
5. EXPIRY DATE	31/10/2017
6. SPECIAL CONDITIONS	<p>The terms and conditions in this Agreement represent the Council's standard terms and conditions for professional services. The following special conditions take precedence in the event of any inconsistency between the standard and any special conditions.</p> <p>Not Applicable</p>
7. APPROVED PERSONNEL	Jane Jeffreys and any other person as may be approved by the Council in writing
8. EXTENDED TERM	No further extension terms are available under this agreement

Enquiries: Glenn Docherty
 Telephone: (08) 8256 0121
 Facsimile: (08) 8256 0578
 Email: mayordocherty@playford.sa.gov.au



CONFIDENTIAL

Memorandum

To:	All Councillors	From:	Glenn Docherty
Copies To:	Chief Executive Officer, External Facilitator		Mayor
Date:	29 May 2014		1 of 2
Subject:	CEO Performance Review Committee: Outcomes of the meeting of 26 May 2014		

Members of this Committee and the Chief Executive Officer informally communicate the progress on business and discussions that took place within this Committee meeting, in the interests of openness and transparency. The Minutes of this meeting are provided as usual.

This communiqué relates to the Committee meeting held at the Playford Operations Centre on Monday 26 May 2014, commencing at 5.39pm and concluding at 7.47pm.

External Facilitator, Jane Jeffreys of Jane Jeffreys Consulting, provided external consultation for the meeting.

External HR Support – Review

The Committee conducted a review of the External Consultant's role and performance over the past review cycle. The Committee commented that they were pleased with the performance by Ms Jane Jeffreys.

The Committee resolved to offer Ms Jane Jeffreys an additional 3 year contract.

The Committee will present Ms Jane Jeffreys will a formal contract to this regard.

360 Review Process 2013/14

The Committee discussed the 360 review process for 2013/14. The Committee agreed that there should be a mix of both the internal and external participants and who those participants should be. Jane Jeffreys will work with Councils HR Department and the report will be presented to the Committee.

Performance Measures for Year Ahead

The Committee discussed the CEO Performance Measures for 2014/15. The Committee agreed the list of measures to be included in the report.

CEO Performance Review Committee - Self-Assessment and Performance Evaluation

The Committee agreed to undertake the Self-Assessment and all members present completed the survey.

2.

Review the CEO's Quarterly Performance

The Committee undertook a positive and comprehensive discussion of the CEO's quarterly performance. The CEO also provided an update on the progress of his Development Plan.

CEO Remuneration Review Report

The Committee considered the matter of an increase in the CEO's remuneration as per the Council's parameters for negotiation. The CEO presented a letter on his position. The committee agreed to the position and will formalize the negotiation via a letter of offer to the CEO.

Chief Executive Officer Performance Review Committee - Charter Review

The Committee undertook a review of the Charter for the Committee and agreed to the addition of Special meetings as required under section 5.3. The Committee will review the amended Charter at its next meeting 11 August 2014.

If you have any questions or queries regarding this Communique, please do not hesitate to contact me on 8256 0121 or mayordocherty@playford.sa.gov.au.



Glenn Docherty
MAYOR

C. COUNCIL/COMMITTEE TO DECIDE HOW LONG ITEM 16.1 IS TO BE KEPT IN CONFIDENCE**Purpose**

To resolve how long agenda item 16.1 is to be kept confidential.

STAFF RECOMMENDATION

That pursuant to Section 90(2) and Section 91(7) of the Local Government Act 1999 the Council orders that the following aspects of Item 16.1 be kept confidential:

- Report for Item 16.1 until the expiry of this contract with Jane Jeffreys Consulting.
- Attachment(s) for Item 16.1 until the expiry of this contract with Jane Jeffreys Consulting.
- Discussion for item 16.1 until the expiry of this contract with Jane Jeffreys Consulting.

OptionsOption 1

That pursuant to Section 90(2) and Section 91(7) of the Local Government Act 1999 the Council orders that the following aspects of Item 16.1 be kept confidential:

- Report for Item 16.1 until the expiry of this contract with Jane Jeffreys Consulting.
- Attachment(s) for Item 16.1 until the expiry of this contract with Jane Jeffreys Consulting.
- Discussion for item 16.1 until the expiry of this contract with Jane Jeffreys Consulting.

Option 2

The Council/Committee determines a different timeframe for any “in confidence” aspects of agenda item 16.1 to remain in confidence.

Analysis of OptionsOption 1

This item is excluded from the public on the basis that it relates to Section 90 (3) (k) of the Local Government Act 1999.

Until the Council considers this matter and makes a determination, all aspects of this matter are confidential as it relates to a tender for the provision of services by Jane Jeffreys Consulting.

Option 2

The Council may determine that certain or all aspects of agenda item 16.1 remain in confidence. This item is excluded from the public on the basis that it relates to Section 90 (3) (k) of the Local Government Act 1999.

Until the Council considers this matter and makes a determination, all aspects of this matter are confidential as it relates to a tender for the provision of services by Jane Jeffreys Consulting.