

ACTING CHIEF EXECUTIVE OFFICER AGREEMENT

Between

Shire of Dowerin

and

Mr Darren Mollenoyux 150 Square Consulting



1. Appointment

The Shire of Dowerin appoints Mr Darren Mollenoyux of 150 Square Consulting as Acting Chief Executive Officer for the period:

- Commencement 5 December 2025
- Conclusion 24 December 2025
- Includes a four (4) hour handover session with the substantive CEO prior to commencement.

2. Scope of Role

The Acting CEO will:

- Exercise all responsibilities, authorities, powers, and functions of the Chief Executive Officer in accordance with the *Local Government Act 1995*, Council policies, and all other relevant legislation;
- Ensure the effective management of the Shire's operations and resources; and
- Fulfil all statutory, governance, and leadership duties required of the position.

3. Remuneration and Expenses

The Acting CEO will be remunerated as follows:

Professional Fees

- \$10,868 (including GST) for thirteen (13) working days plus handover;

Travel Expenses

- \$1,020 (GST-free), calculated in accordance with ATO mileage rates;

Accommodation

- Provided at the CEO's residence where available, or via short-stay accommodation arranged and funded by the Shire.

Total Estimated Contract Value

- \$11,888 (including GST) plus accommodation costs.

4. Reporting

During the period of engagement, the Acting CEO will:

- Report directly to the Shire President and Council; and
- Have full authority to manage day-to-day operations, oversee staff, and implement Council decisions.

5. Confidentiality and Conduct

The Acting CEO agrees to:

- Maintain the confidentiality of all information obtained in the course of duties;
- · Adhere to the Shire's adopted Code of Conduct; and
- · Act in the best interests of the Shire of Dowerin at all times.

6. Insurance and Indemnity

The Shire of Dowerin will:

- 1. Ensure the Acting CEO is covered under the Shire's existing professional indemnity, public liability, and workers' compensation insurance policies for the duration of this agreement; and
- 2. Indemnify the Acting CEO against any claims, actions, or liabilities arising from the proper performance of their duties, except where such claims arise from wilful misconduct, fraud, or negligence.

The Acting CEO will:

- 1. Comply with all Shire risk management policies and procedures; and
- 2. Promptly notify the Shire of any incident or circumstance that may give rise to a claim under the Shire's insurance coverage.

7. Termination

This agreement may be terminated prior to the end date:

- · By mutual written consent of both parties; or
- By either party providing not less than three (3) business days' written notice.

SIGNED

For and on behalf of the Shire of Dowerin :
Cr Robert Trepp SHIRE PRESIDENT
Date:
Manisha Barthakur CHIEF EXECUTIVE OFFICER
Date:
For and on behalf of 150 Square Consulting :
Tor and on behalf or 100 Square consulting.
Darren Mollenoyux
ASSOCIATE
Date: