



Executive Directorate

APPENDICES

Item 12.1.1 – 12.1.2

ORDINARY COUNCIL MEETING

To Be Held

Wednesday, 17th of December 2025
Commencing at 5.00pm

At

Shire of Dardanup
ADMINISTRATION CENTRE EATON
1 Council Drive - EATON

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2025

Agreement

between

**Shire of Dardanup
(ABN 57 305 829 653)**

AND

**Mimosa Development Pty Ltd
(ACN 645 248 988)
as trustee for The Snowdrop Banks Trust**

THIS AGREEMENT is made the day of 2025

BETWEEN:

SHIRE OF DARDANUP

ABN 57 305 829 653
of 1 Council Drive, Eaton WA 6232
(the '**Shire**')

- AND -

Mimosa Development Pty Ltd

ACN 645 248 988
as trustee for The Snowdrop Banks Trust
of 15 Tweed Court, Wattle Grove NSW 2173
(**'Mimosa'**)

1 Recitals:

- (a) The Shire owns the Shire Land.
- (b) The Mimosa Land is owned by the Current Owners, and Mimosa has entered into the Option to purchase the Mimosa Land.
- (c) The Shire and Mimosa have entered into this Agreement in order to document certain arrangements relating to the Rezoning of the Precinct, including as to the:
 - (1) conditional staged approach to the Rezoning; and
 - (2) apportionment of related costs between the Parties.

2 Definitions and Interpretation

2.1 Definitions

Unless stated otherwise, capitalised terms have the meaning given to them in this Agreement.

Approval means any licence, permit, authorisation, consent, assessment, approval, determination, certificate, accreditation, registration, clearance, permission, exemptions, notification, application, filing, lodgement, deed, direction or declaration or the like which must be obtained or satisfied (as the case may be) in connection with the Project.

Authority means any:

- (a) Government;
- (b) Governmental, semi-governmental or local government authority, statutory authority, government trading entity, local council, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality, or any other person of a like nature; or

- (c) person having jurisdiction or control over, or ownership of, any utility infrastructure which is the subject of any construction, modification, removal or relocation as a consequence of the Project.

Business Day means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia.

Cost Contribution is defined in Clause 3.2(a)(1).

Current Owners means Allan Russell Graham and Susan Anne Graham, both of 105 Martin-Pelusey Road, Waterloo, Western Australia.

Agreement means this agreement as varied from time to time, and includes all attachments and schedules to it.

Law means:

- (a) those principles of common law and equity established by decisions of courts; and
- (b) all legislation, statutes, rules, regulations, by-laws, ordinances and subordinated legislation of the Commonwealth, the State of Western Australia or an Authority.

Mimosa Land means Lot 408 on Deposited Plan 418588, being the whole of the Land in Certificate of Title Volume 2985 Folio 899.

Option means the 'Option to Purchase Land' dated 12 September 2024 and entered into between Mimosa and the Current Owners in respect of the Mimosa Land.

Party means either the Shire or Mimosa.

Precinct means the whole of the Shire Land and Mimosa Land, an indicative plan of which is shown outlined in orange in Attachment 2.

Project means the Rezoning and other matters contemplated by this Agreement, and includes all related activities and obligations.

Rezoning means all activities contemplated by Rezoning – Stage 1 and Rezoning – Stage 2.

Rezoning – Stage 1 means:

- (a) the amendment of Dardanup Local Planning Scheme No. 9 to change the zoning for the Precinct from 'Industrial Deferred' to 'Industrial Development Zone'; and
 - (b) preparation work for the amendment of Greater Bunbury Regional Scheme to change the zoning for the Precinct from 'Industrial Deferred' to 'Industrial Development',
- and includes each of the "Stage 1" phases referred to in the table set out in Attachment 1.

Rezoning – Stage 2 means:

- (a) the implementation of a Local Structure Plan for the Precinct; and
 - (b) the amendment of Greater Bunbury Regional Scheme to change the zoning for the Precinct from 'Industrial Deferred' to 'Industrial Development',
- and includes each of the "Stage 2" phases referred to in the table set out in Attachment 1.

Shire Land means:

- (a) Lot 100 on Deposited Plan 91662, being the whole of the land in Certificate of Title Volume 2095, Folio 53; and
- (b) Lot 101 on Deposited Plan 91662, being the whole of the land in Certificate of Title Volume 2095, Folio 54.

Stage 2 Trigger means the point at which Mimosa has exercised the Option and become the registered proprietor of the Mimosa Land.

Stage 2 Trigger Sunset Date means the date which is 30 days after a public notice in respect of Rezoning – Stage 1 has been made in the Government Gazette with the approval of both the WAPC and the Minister for Planning.

Trust Account is defined in Clause 3.2(a)(3).

WAPC means the Western Australian Planning Commission.

2.2 Interpretation

In this Agreement, heading and bold type are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa and words importing a gender include every gender;
- (b) monetary references are references to Australian currency;
- (c) reference to an Act by name includes the rules, regulations and local laws for the time being in force thereunder for the period of this Agreement;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (e) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Authority as well as an individual;
- (f) a reference to anything (including any right) includes a part of that thing but nothing in this paragraph (f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a Party includes that Party's successors and permitted assignees;
- (j) a reference to an agreement other than this Agreement includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;
- (k) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind;
- (l) no provision of this Agreement may be construed adversely to a Party because that Party prepared this Agreement or that provision;
- (m) references to time are to Australian Western Standard Time;
- (n) a reference to a body (including an institute, association or authority), whether statutory or not:
 - (1) which ceases to exist; or
 - (2) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (o) use of the words 'includes' or 'for example' or similar expressions does not limit what else is included unless there is express wording to the contrary; and
- (p) if the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

3 Rezoning

3.1 Rezoning obligations

The Shire will be the project lead for the Rezoning of the Precinct, and in that respect the Parties agree that:

- (a) the Shire must (subject to Clauses 3.2(a)(3)(A), 3.2(a)(4)(A) and 7.1):
 - (1) act reasonably and expeditiously in performing all matters reasonably necessary for the achievement of Rezoning – Stage 1;
 - (2) appoint a professional town planning consultant to assist with Rezoning – Stage 1 and related activities (after first having consulted with Mimosa as to the identity and qualifications of that consultant); and
 - (3) do all things reasonably necessary (including liaising with appropriate Authorities and other external stakeholders) to secure WAPC approval and all other requisite Approvals to Rezoning – Stage 1 in a reasonably timely manner;

- (b) subject to:
 - (1) Clauses 3.2(a)(3)(B), 3.2(a)(4)(A) and 7.1; and
 - (2) the Stage 2 Trigger having occurred,the Shire must:
 - (3) act reasonably and expeditiously in performing all matters reasonably necessary for the achievement of Rezoning – Stage 2; and
 - (4) do all things reasonably necessary (including liaising with appropriate Authorities and other local stakeholders) to secure WAPC approval and all other requisite Approvals to Rezoning – Stage 2 in a reasonably timely manner;

- (c) Mimosa must promptly do all things reasonably necessary to assist the Shire in the performance of its obligations under paragraph (a), including:
 - (1) liaising with Authorities and other external stakeholders as and when required;
 - (2) participating in a joint working group to facilitate the Project; and
 - (3) without limiting subparagraph (b)(1), liaising with the Current Owners and procuring:
 - (A) their formal consent to the Rezoning and related activities; and
 - (B) their execution of any required applications for Approval, when required by the Shire;
 - (4) promptly notifying the Shire once it has exercised the Option, and again once it has become the registered proprietor of the Mimosa Land.

3.2 Costs

- (a) Mimosa:
- (1) must contribute 50% of all costs (internal and external) and disbursements incurred by the Shire in relation to the Rezoning and the performance of the Shire's obligations under this Agreement (the **Cost Contribution**);
 - (2) agrees that the costs set out in Attachment 1 and in paragraph (a)(3) below are indicative only, and the actual costs incurred by the Shire (and therefore the actual Cost Contribution) may be higher or lower than indicated by those amounts;
 - (3) must, within:
 - (A) 5 Business Days after the execution of this Agreement, place an amount of [\$81,150.50 (ex GST)] (being the estimated total of Mimosa's Cost Contribution to Rezoning – Stage 1) in a trust bank account nominated by the Shire (the **Trust Account**); and
 - (B) 5 Business Days after the Stage 2 Trigger has occurred, place an amount of [\$20,000 (ex GST)] (being the estimated total of Mimosa's Cost Contribution to Rezoning – Stage 2) into the Trust Account; and
 - (4) agrees that:
 - (A) the Shire's obligations under Clause 3.1 are conditional on the deposit of the amounts referred to in subparagraph (a)(3) into the Trust Account, and the Shire has no obligation to Mimosa under this Agreement until this has occurred in relation to each of Rezoning – Stage 1 and Rezoning – Stage 2 respectively;
 - (B) the Shire may draw down on the amounts in the Trust Account at any time by way of a reimbursement of its costs and disbursements of the type contemplated by subparagraph (a)(1), in which case the Shire must provide Mimosa with a tax invoice for any such amounts;
 - (C) Mimosa may still be liable to contribute additional amounts in respect of the Shire's costs under this Clause 3.2 if the actual amount of those costs (less the Shire's 50% contribution) exceeds the amount in the Trust Account at any time, in which case Mimosa must pay any such additional costs within 5 Business Days of receipt of a tax invoice from the Shire; and
 - (D) Mimosa's obligations to pay the Cost Contribution will survive any termination of this Agreement in accordance with Clause 5, in which case Mimosa remains liable to pay 50% of the Shire's costs incurred up to the date of termination.
- (b) The Shire must promptly reimburse to Mimosa any balance in the Trust Account following termination of this Agreement in accordance with Clause 5, after first having deducted any amounts owing to the Shire by virtue of this Clause 3.2 and Clause 5.

4 Confidentiality

- (a) Each Party acknowledges and agrees that the details of this Agreement, the Project and any arrangement contemplated by them (**Confidential Information**) are to be held as confidential by them, unless:
- (1) the Confidential Information is necessarily made to a court, or to an arbitrator or administrative tribunal or to legal counsel in the course of proceedings;
 - (2) the Confidential Information is required to be disclosed to an Authority;
 - (3) the Confidential Information is required to be disclosed to any stock exchange;
 - (4) the Confidential Information is disclosed to an employee, agent, advisor, subcontractor or contractor of the Party, where that disclosure is reasonably necessary for the conduct of the Project or a Party's obligations under this Agreement, and provided that the person to whom the information is disclosed is bound by the same confidentiality obligations;
 - (5) disclosure is required by Law under the *Freedom of Information Act 1992* (WA), under a Court order or as otherwise required by Law; or
 - (6) the disclosure was consented to in writing by the Party to whom the Confidential Information relates.
- (b) Mimosa must not make any form of press release or public announcement relating to this Agreement or the Project unless the Shire has consented to the announcement, including the form, content and timing of that disclosure.

5 Term and Termination

- (a) Subject to the balance of this Clause 5, this Agreement commences on the date of its execution, and will continue in full force and effect until the Rezoning has been completed.
- (b) Either Party may terminate this Agreement for their convenience by providing 30 days' prior written notice to the other Party, in which case:
- (1) without limiting Clause 3.2(a)(4)(D), Mimosa will remain liable to pay the Cost Contribution in respect of all costs incurred by the Shire up to the date of termination; and
 - (2) neither Party will have any further liability to the other Party under this Agreement.
- (c) Either Party may terminate this Agreement at any time in the event of a breach of this Agreement by the other Party that:
- (1) remains unremedied; or
 - (2) if incapable of remedy, the breaching Party has not paid a reasonable amount of compensation for to the non-breaching Party,
- for 10 Business Days after receipt of notice from the non-breaching Party, in which case:
- (3) without limiting Clause 3.2(a)(4)(D), Mimosa will remain liable to pay the Cost Contribution in respect of all costs incurred by the Shire up to the date of termination (regardless of the cause of the termination);

- (4) if Mimosa is the breaching party, then Mimosa must also pay to the Shire on demand:
 - (A) if the Shire elects not to proceed with the Project, the balance of the Shire's total costs incurred up to the date of termination in relation to the Project; or
 - (B) if the Shire elects to proceed with the Project, any additional costs incurred by the Shire in relation to the adjustment of the Project to exclude the Mimosa Land; and
- (5) the non-breaching Party may otherwise take any further action to which it is legally entitled against the breaching Party in relation to the termination.
- (d) The Shire may terminate this Agreement at any time after the Stage 2 Trigger Sunset Date if the Stage 2 Trigger has not occurred by that date, in which case:
 - (1) without limiting Clause 3.2(a)(4)(D), Mimosa will remain liable to pay the Cost Contribution in respect of all costs incurred by the Shire up to the date of termination (regardless of the cause of the termination), including any costs incurred by the Shire in relation to the implementation of Rezoning – Stage 2; and
 - (2) the Shire may:
 - (A) terminate the Project in its entirety; or
 - (B) proceed with the Project in respect of the Shire Land only, in which case Mimosa must also pay to the Shire any additional costs incurred by the Shire in relation to the adjustment of the Project to exclude the Mimosa Land.

6 Trustee capacity

6.1 Definitions

For the purposes of this clause 5:

- (a) a Party that is expressed to enter into this Agreement (including by way of accession) in the capacity of the trustee of a trust is a **"Trustee"**;
- (b) in respect of a Trustee, the trust on behalf of which that Trustee acts is the **"Relevant Trust"**; and
- (c) the deed constituting the Relevant Trust is the **"Relevant Trust Deed"**.

6.2 Trustee provisions

- (a) Other than in respect of a breach of warranty set out in this Clause 5.2, a Trustee:
 - (1) enters into this Agreement as trustee of the Relevant Trust and not in its personal capacity; and
 - (2) has no personal liability in relation to obligations under or arising out of this Agreement.
- (b) The liability of each Trustee is limited to and does not extend beyond the property held by it as trustee of the Relevant Trust as it stands at the time at which such obligation is not met or satisfied.
- (c) A Trustee must cause any successor of it as trustee of the Relevant Trust to execute such documents as may be reasonably required by the Company to ensure that this Agreement is binding on its successor.

- (d) Each Trustee warrants that:
- (1) the Relevant Trust has been validly created and is in existence at the date of this Agreement;
 - (2) it is validly appointed as trustee of the Relevant Trust and no action has been taken or is proposed to remove it as trustee of the Relevant Trust;
 - (3) it has power under the Relevant Trust Deed to execute and perform its obligations under this Agreement, and all necessary action has been taken to authorise the execution and performance of this Agreement under the Relevant Trust Deed;
 - (4) this Agreement is executed and all transactions secured by this Agreement will be entered into as part of the proper administration of the Relevant Trust and is or will be for the benefit of the beneficiaries of the Relevant Trust; and
 - (5) it has a right to be fully indemnified out of the assets of the Relevant Trust and no action has been taken to restrict or limit that right.

7 General provisions

7.1 Statutory discretion

Notwithstanding any other provision of this Agreement:

- (a) nothing in this Agreement has the effect of fettering the Shire's statutory planning authority duties and responsibilities; and
- (b) the Shire will not be in breach of an obligation under this Agreement consequent upon any act or omission that is in accordance with, contemplated by, provided for in or arising out of its statutory powers, discretions, duties and functions.

7.2 Governing law and jurisdiction

- (a) This Agreement is governed by the laws of Western Australia.
- (b) The parties irrevocably submit to the jurisdiction of the courts of Western Australia.

7.3 Costs and expenses

Except where this Agreement expressly says otherwise, each Party must pay its own costs (including legal costs) and expenses in connection with the negotiation, preparation, execution and delivery of this Agreement.

7.4 Further acts

Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other party to give effect to this Agreement.

7.5 Amendments

A variation of any term of this Agreement must be in writing and signed by the Parties.

7.6 Severability of provisions

Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.

7.7 Assignment

- (a) A Party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.
- (b) Mimosa must procure that any third party:
 - (1) to whom Mimosa novates its interest in the Option to; or
 - (2) who otherwise becomes, or is entitled to become, the registered proprietor of the Mimosa Land,first executes a deed of accession with the Shire under which that third party agrees to be bound by Mimosa's obligations under this Agreement.

7.8 Waiver

No Party may rely on the words or conduct (including delay in the exercise of a right) of any other Party as a waiver of any right arising under or in connection with this Agreement unless the waiver is in writing and signed by the Party granting the waiver.

7.9 Entire agreement

This Agreement:

- (a) states all the express terms agreed by the Parties in respect of its subject matter; and
- (b) supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

7.10 Relationship of parties

Nothing in this Agreement:

- (a) gives a Party authority to bind any other Party in any way;
- (b) imposes any fiduciary duties on a Party in relation to any other Party; nor.
- (c) constitutes or is intended to constitute a relationship of employer and employee, joint venture, principal and agent, or partnership between the Parties.

7.11 Counterparts

- (a) This Agreement may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this Agreement by signing any counterpart.

EXECUTION PAGE

Executed by
MIMOSA DEVELOPMENT PTY LTD
ACN 645 248 988 in accordance with
section 127 of the Corporations Act
2001 (Cth) by:

sign here



Company Secretary/Director

sign here



Director

*print
name*

*print
name*

The COMMON SEAL of
the **SHIRE OF DARDANUP**
(ABN 57 305 829 653)
was hereto affixed by
Authority of a decision of the Council
in the presence of:

sign here



Shire President

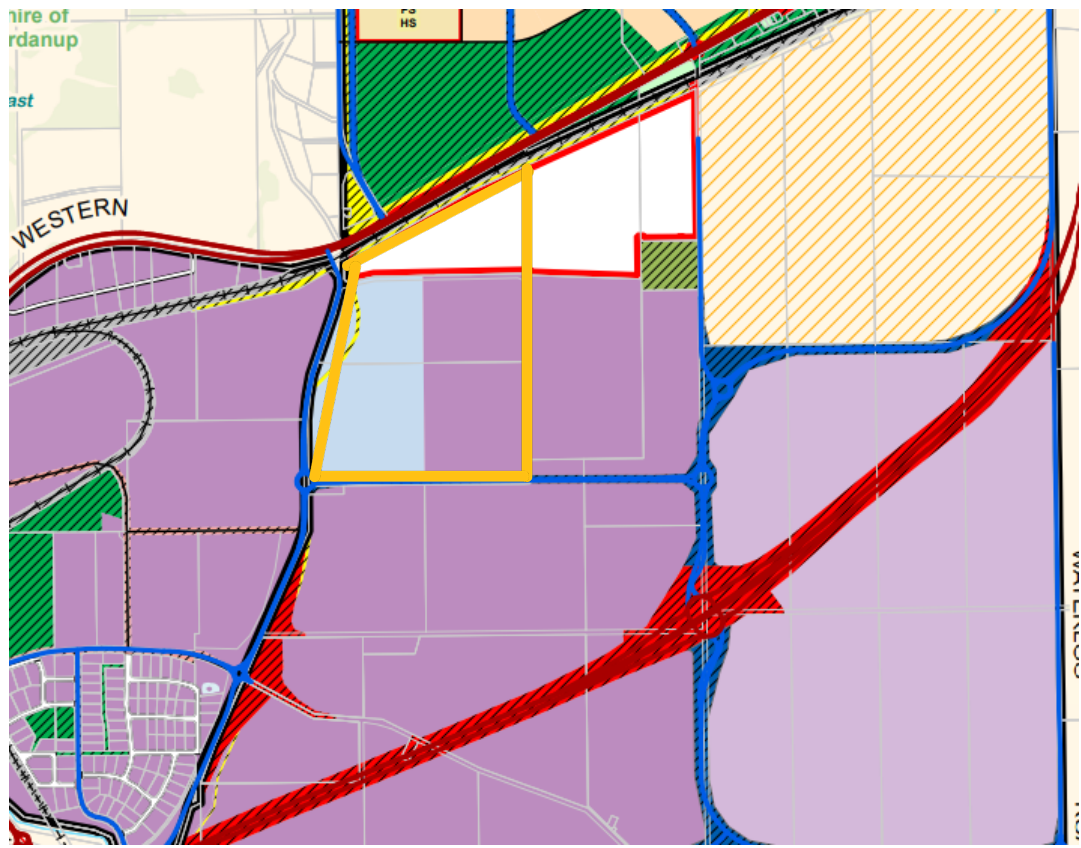
Chief Executive Officer

*print
name*

Planning Tasks

PLANNING TASKS FOR WATERLOO PRECINCT 1		
Stage 1		
Phase 1	Inception & Background Review: Additional Meetings with Statutory Authorities and "Project Familiarisation", Background Research and Investigation.	Estimated Cost \$15,000 (ex GST)
Phase 2	Technical Outputs: <ul style="list-style-type: none"> Traffic Impact Assessment - \$8,500 Infrastructure Servicing Plan & Tree Retention Plan - \$19,800 Aboriginal Heritage Assessment \$13,301 Bushfire management Plan \$12,700 Environmental Assessment Report Water Management - \$13,250 Water Management Stage 1 (Advice) - \$4,800 Water Management Stage 2 (Drainage modelling + Local Water Management Strategy (LWMS)) - \$22,700 	Estimated Cost \$95,051 (ex GST)
Phase 3	Preparation work for the lifting of Industrial Deferment (GBRS)	Estimated Cost \$17,500 (ex GST)
Phase 4	Local Planning Scheme Amendment - Industrial Development Zone - Submission	Estimated Cost \$17,250 (ex GST)
Phase 5	Community and Stakeholder Engagement	Estimated Cost \$17,500 (ex GST)
Estimated Total Cost (Stage 1)		\$162,301 (ex GST)
Estimated 50% of Cost Sharing for Parties (Stage 1)		\$81,150.50 (ex GST)
Stage 2		
Phase 6	Preparation of Local Structure Plan – Precinct 1	Estimated Cost \$40,000 (ex GST)
Phase 7	Lifting of Industrial Deferment (GBRS)	Estimated Cost Nominal
Estimated Total Cost (Stage 2)		\$40,000 (ex GST)
Estimated 50% of Cost Sharing for Parties (Stage 2)		\$20,000 (ex GST)
Total Estimated Project Cost - Stages 1 & 2		\$202,301 (ex GST)
Estimated 50% of Cost Sharing for Parties		\$101,150.50 (ex GST)

Plan of Site



RISK ASSESSMENT TOOL								
OVERALL RISK EVENT: Waterloo Precinct 1 - Heads of Agreement RISK THEME PROFILE: 3 - Failure to Fulfil Compliance Requirements (Statutory, Regulatory) Choose an item. Choose an item. Choose an item. RISK ASSESSMENT CONTEXT: Project								
CONSEQUENCE CATEGORY	RISK EVENT	PRIOR TO TREATMENT OR CONTROL			RISK ACTION PLAN (Treatment or controls proposed)	AFTER TREATMENT OR CONTROL		
		CONSEQUENCE	LIKELIHOOD	INHERENT RISK RATING		CONSEQUENCE	LIKELIHOOD	RESIDUAL RISK RATING
HEALTH	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.
FINANCIAL IMPACT	Manage the contract to ensure the budget is met and costs don't overrun	Insignificant (1)	Unlikely (2)	Low (1 - 4)	Not required.	Not required.	Not required.	Not required.
SERVICE INTERRUPTION	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.
LEGAL AND COMPLIANCE	Ensure the final documentation meets the WAPC standards & policy requirements to secure approvals	Insignificant (1)	Unlikely (2)	Low (1 - 4)	Meet with State Government to ensure it meets current policy standards before final submission to DPLH.	Not required.	Not required.	Not required.
REPUTATIONAL	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required	Not required.	Not required.	Not required.
ENVIRONMENT	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.
PROPERTY	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.

CORPORATE GOVERNANCE CHARTER BUNBURY

GEOGRAPHE GROUP OF COUNCILS

November 2025

Version 1

Restrictions

This document may be released to any party on the authority of the Executive Officer.

Acknowledgement

This Charter uses material from the Corporate Governance Charters of South West Metropolitan Alliance.

Version History

No	Date	Date Approved	Resolution	Effective Date
1	November 2025		Modified by CEO Forum and the Board	

INTRODUCTION

The Bunbury Geopraphe Group of Councils is a voluntary regional organisation of councils (VROC) comprised of the City of Bunbury, Shire of Capel, Shire of Collie, Shire of Dardanup, Shire of Donnybrook Balingup and the Shire of Harvey as the member local government authorities.

It was established in 1998 as the Bunbury Wellington Group of Councils to collaboratively enhance service delivery, financial sustainability and strategic outcomes for the communities within the region. Through cooperative governance and shared expertise the group aims to strengthen local government capabilities, pursue beneficial partnerships and promote the collective value of local government.

The Bunbury Geopraphe Group of Councils seeks to work with these six local governments and through cooperation with industry, community and the other spheres of government to capture a wide range of opportunities to enhance economic growth, promote a resilient economy and contribute toward a diversity of quality lifestyles.

The Bunbury Geopraphe Group of Councils will be persuasive, forward-looking and influential in representing, supporting and promoting Local Government interests that facilitate both long term integrated planning and coordinated infrastructure development to improve the quality of life for residents of the Bunbury Geopraphe Region.

Governance has become an increasingly important concept and impacts on all sectors of the community including industry and government. The practice of good governance requires that there is a clear understanding of roles and responsibilities, systems to provide for internal and external accountability and that decisions are taken in the interests of stakeholders.

The Bunbury Geopraphe Group of Councils Board has adopted this Corporate Governance Charter to set out its governance principles and policies as they relate to the respective roles, responsibilities and authorities of the Board and management as to the direction, performance and control of The Bunbury Geopraphe Group of Councils and its affiliated bodies.

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1. Governance Roles

1.0 Role of the Board

The Board is responsible for and has the authority to determine the policy, practices, management and operations of the Bunbury Geopraphe Group of Councils and shall work towards a secure and long term future of the organisation by:

In conjunction with management:

- 1.1. Determining the Bunbury Geopraphe Group of Councils Vision, providing directions in the context of the Bunbury Geopraphe Region's strategic needs and ensuring the plans encompass the Vision
- 1.2. Setting the short and long term goals for the Bunbury Geopraphe Group of Councils
- 1.3. Determining the framework governing the operations of the Bunbury Geopraphe Group of Councils from which the Memorandum of Understanding, all operational policies and actions are developed
- 1.4. Identifying areas of risk to the sustainability of the Bunbury Geopraphe Group of Councils and ensuring arrangements are in place to adequately manage those risks
2. Approving the Annual Work Plan, operating plans, annual and long term budgets.
3. Monitoring the financial operations of the Bunbury Geopraphe Group of Councils.
4. Approving items of capital expenditure in accordance with approval limits.
5. Ensuring organisational compliance with laws, regulations and statutory requirements including environmental and occupational health and safety requirements.
6. In conjunction with the CEO Forum, appointing the Executive Officer and responding to issues reported to the Board regarding the Executive Officer's performance as required.
7. Deciding what matters are to be delegated to specific Board members or management and what controls are to be put in place to monitor the operation of delegated powers. This includes the delegation of authority to the Executive Officer.
8. Undertaking succession planning for the Executive Officer.
9. In conjunction with the CEO Forum, endorsing the key terms and conditions of senior management appointments.
10. Approving significant internal and external communications policies.
11. Ensuring a sound and transparent link with key stakeholders, both internal and external.
12. Promoting and considering opportunities for cooperative service delivery and positive working relationships amongst member local governments.
13. Establishing and detailing the powers and functions of all Board Committees.

1.1 Board Structure

It is essential that the Board structure provides for strong regional cooperation and equitable involvement by all member local governments.

The Bunbury Geopraphe Group of Councils will be managed by a Board consisting of the Mayor or Shire President and the CEO of each member local government authority.

Board members are ex officio and their appointments are for the same term for which they hold office. If a Board member for whatever reason is not exercising the authority of Mayor or Shire President or CEO in their respective local government authority, they are also excluded from participating as a Board member of the Bunbury Geopraphe Group of Councils.

To further assist Board members in their deliberations and to facilitate regional development, the Board establishes Committees and Sub-committees which report directly to the Board.

The Committees and Sub-committees of the Bunbury Geopraphe Group of Councils currently in operation include:

- 1 CEO Forum
- 2 Planning and Technical Executive Officers Forum
- 3 Corporate Services Executive Officers Forum
- 4 Economic Development Forum
- 5 Environmental Forum

The Board approves the ongoing operation and role statements for Bunbury Geopraphe Group of Councils Committees and Sub-committees on an annual basis.

1.2 Role of Individual Board Members

Each Board member is accountable for the successful operation of the Bunbury Geopraphe Group of Councils including:

- 1 Contributing as an individual Board member to ensure that the Board effectively carries out its role as set out in Clause 2.1.
- 2 Complying with the agreed provisions of the Memorandum of Understanding.
- 3 Complying with the Board members' Code of Conduct at all times.
- 4 Being forthright in Board meetings, requesting information, raising any relevant issue, fully canvassing all aspects of any issue confronting the Bunbury Geopraphe Group of Councils and voting on any resolution in the best interests of the region.
- 5 Understanding the business risks facing the Bunbury Geopraphe Group of Councils and the mechanisms in place to manage such risks.
- 6 Providing advice to the Executive Officer when appropriate.
- 7 Disclosing to the Chair any potential conflicts of interest.
- 8 Disclosing in writing to the Board any related party transactions.
- 9 Acting in a manner to and with staff that creates respect and a sense of leadership and team approach.

1.3 Board Members' Code of Conduct

The Bunbury Geopraphe Group of Councils Board has adopted and has agreed to be bound by the Code of Conduct (refer to Appendix A).

1.3.1 Code of Conduct Principles

A Board member:

- 1 Must act honestly, in good faith and in the best interests of the Bunbury Geographe Group of Councils and the region as a whole.
- 2 Has a duty to use due care and diligence in fulfilling the functions of office and exercising the powers attached to that office.
- 3 Must use the powers of office for a proper purpose, in the best interests of the Bunbury Geographe Group of Councils and the region as a whole.
- 4 Must recognise that his or her primary responsibility is to the Bunbury Geographe Group of Councils but should, where appropriate, have regard for the interests of all stakeholders of the organisation.
- 5 Must not make improper use of information acquired as a Board member.
- 6 Must not take improper advantage of the position of Board member.
- 7 Must not allow personal interests, or the interests of any associated person, to conflict with the interests of the Bunbury Geographe Group of Councils.
- 8 Has an obligation to be independent in judgement and actions and take all reasonable steps to be satisfied as to the soundness of all decisions taken by the Board.
- 9 Should not engage in conduct likely to bring discredit to the Bunbury Geographe Group of Councils.
- 10 Has an obligation, at all times, to comply with the spirit, as well as the letter of the law and with the principles of the adopted Code of Conduct.
- 11 Shall attend as many meetings as practicable and provide for a fully briefed delegate acceptable to the Chair when absent from scheduled meetings.

1.3.2 Confidential Information

Confidential information received by a Board member in the course of the exercise of Board duties remains the property the Bunbury Geographe Group of Councils and it is improper to disclose it, or allow it to be disclosed, unless that disclosure has been authorised by the Bunbury Geographe Group of Councils, or the person from whom that information is provided, or is required by law.

1.4 Role of the Chair

The Chair will:

- 1 In conjunction with the Chair of the CEO Forum, provide guidance to the Executive Officer.
- 2 Ensure that the Board acts efficiently and effectively and provides leadership to the Bunbury Geographe Group of Councils.
- 3 Ensure that the Board has the right balance of participation and discussion.
- 4 Chair Board Meetings and operate in the manner identified in the MOU.
- 5 In consultation with the Executive Officer and the CEO Forum, establish the agenda for Board meetings.
- 6 Establish a clear understanding with the Executive Officer on their respective roles when communicating with the media, outside sources and the general community.
- 7 Represent the policy positions agreed by the Bunbury Geographe Group of Councils.
- 8 Lead Bunbury Geographe Group of Councils Mayoral Delegations and tours.
- 9 Resolve disputation involving Board members or the Executive Officer relating to the operation and resourcing of the Board.

The position of Chair will be filled by annual rotation changing over on 01 July each year by Bunbury Geographe Group of Councils Mayors

according to the following rolling schedule:

Dardanup 2026

Bunbury 2027

Harvey 2028

Capel 2029

Collie 2030

Donnybrook Balingup 2031

The Deputy Chair will be the Mayor or President who will next Chair the Bunbury Geographe Group of Councils.

1.5 Role of the Executive Officer

The Executive Officer will be appointed by the CEO Forum, in conjunction with the Board, and will be responsible for the on-going management of the Bunbury Geographe Group of Councils in accordance with the strategies, policies and programs approved by the Board to achieve agreed goals.

The Executive Officer's responsibilities will include:

Developing, with the Board:

- 1.1. A consensus for the Bunbury Geographe Group of Councils' Mission, Vision, Values and strategic direction
- 1.2. Plans that encompass the Mission, Vision and Values
- 1.3. Short and long term goals for the Bunbury Geographe Group of Councils
- 1.4. The framework governing the operations of the Bunbury Geographe Group of Councils and
- 1.5. Information resources and promotional material
- 2 Establishing programs and initiatives to implement the Bunbury Geographe Group of Councils' Mission, Vision and Values.
- 3 Ensuring sound operational and financial performance in accordance with the strategic plans and budgets.

- 4 Establishing an appropriate framework for risk management.
- 5 Providing strong leadership to, and effective management of, the Bunbury Geopraphe Group of Councils in order to:
 - 5.1. Encourage co-operation and teamwork and
 - 5.2. Build and maintain staff morale and a sense of allegiance to the Bunbury Geopraphe Group of Councils
- 6 Recommending to the CEO Forum the key terms and conditions of appointment of contractors and consultants.
- 7 Signing agreements and contracts with third parties in accordance with Board approval.
- 8 Keeping the Board informed, at an appropriate level, of all activities of the Bunbury Geopraphe Group of Councils and its affiliated bodies through a written report to the Board meeting and at other times when appropriate or necessary.
- 9 Maintaining a sound working relationship and dialogue with all relevant government departments, statutory authorities, associations, health and medical providers and other groups and bodies having relevance to the Bunbury Geopraphe Group of Councils.
- 10 Maintaining a high profile for the Bunbury Geopraphe Group of Councils in the general community by maintaining good public relations with all media.
- 11 The level of supervision, delegations and Extent of Authority for the Executive Officer is as follows:
 - 11.1 The Executive Officer will receive supervision from the Chair of the CEO Forum and the CEO of the host local government
 - 11.2 Delegations include \$100,000 where the project or activity has been explicitly approved by the Bunbury Geopraphe Group of Councils Board or \$10,000 where the project or activity is clearly consistent with the Strategic Plan, Board Policy or Annual Work Plan
 - 11.3 Sponsorship approval is limited to \$2,000
 - 11.4 Travel approval is limited to \$2,000
 - 11.5 Engagement of contractors and consultants limited to \$10,000 per annum for each instance and subject to the above project limitations in aggregate

1.6 Administrative Arrangements

1. The Bunbury Geopraphe Group of Councils administrative arrangements and office support for the Executive Officer will be provided by a "Host Council", being one of the member Councils. The administrative arrangements include Executive Assistant support functions, office accommodation, communication equipment and computer support.
2. The Shire of Dardanup currently is the Host Council, however this function may be provided by another member Council depending upon availability of office accommodation and other matters.
3. Given that the Bunbury Geopraphe Group of Councils is not a legal entity, the Host Council is delegated by the Board as the "Employer" of the Executive Officer Bunbury Geopraphe Group of Councils and administers the Executive Officer's Contract of Employment.
4. An outline of provisional costs associated with the Host Council arrangement are provided in Appendix B, noting these are subject to negotiation with the Board, Executive Officer and Host Council and therefore may change through mutual agreement.

2. Board Processes

1.7 Board Meetings

1.7.1 Meeting Frequency and Attendees

Unless otherwise determined, the Board will meet on a quarterly basis. Three

Board members or the Chair can convene a Board meeting.

Seven Board members constitute a quorum.

Attendees will comprise Board members and the Executive Officer. Only Board members have voting rights.

The meeting dates and times for Board, committee and sub-committee meetings are approved annually by the Board through the adoption of a Meeting Planner.

1.7.2 Board Meeting Agenda

The Executive Officer, in consultation with the Chair and the CEO Forum, will prepare the agenda for each meeting. Items

on the agenda will generally include the items listed below:

- 1 Confirmation of the minutes of previous meeting
- 2 Committee minutes
- 3 Budget Report
- 4 Executive Officer's Report on priorities identified in the work plan
- 5 Items for Decision
- 6 General Business

1.7.3 Board Papers

The Executive Officer is responsible for the circulation of Board papers to Board members at a working week prior to the meeting. Papers should clearly indicate whether a resolution of the Board is required and should include the recommended resolution.

As a minimum, the Board papers must contain:

- 1 The minutes of the previous meeting
- 2 Agenda items with recommendations, and for information.
- 3 Finance Report
- 4 Executive Officer's Report

1.7.4 Board Minutes

The minutes must contain a brief review of the discussion at the meeting and record the resolutions adopted by the Board. Board

members who dissent can ask to have their decision noted in the minutes.

The Executive Officer will maintain a complete set of papers for each Board meeting at the Bunbury Geographe Group of Councils principal office. Draft (unapproved) minutes will be circulated by email within ten working days of the Board meeting and formally considered at the next Board meeting.

1.7.5 Board Decision and Compliance Timetable

Prior to the commencement of each calendar year, the Executive Officer will provide Board members with a Decision and Compliance Timetable outlining key decision dates for the forthcoming year.

Key decision dates for compliance issues include:

- 1 Approval Role Statements for Bunbury Geographe Group of Councils Committees and Sub-committees
- 2 Financial contributions from member Councils
- 3 Annual budget for Bunbury Geographe Group of Councils
- 4 Adoption of Decision and Compliance Timetable
- 5 Commission of Annual Financial Audit
- 6 Approval to publish Annual Report
- 7 Adoption of Annual Meeting Planner
- 8 Adoption of Executive Officer's Annual Work Plan

1.7.6 Memorandum of Understanding

The Board members will enter into a Memorandum of Understanding that establishes resources and funding requirements to support the Bunbury Geographe Group of Councils, Chair and Deputy Chair rotations, contributed funds or 'member equity' reporting and the terms of the agreement.

The Memorandum of Understanding will be based on a six-year commitment to ensure the strategic focus and regional activities of the Bunbury Geographe Group of Councils can be undertaken with a level of certainty and timeframes consistent with the Executive Officer's Contract of Employment.

The Memorandum of Understanding is provided in Appendix C.

1.7.7 Board Proceedings and Dispute Resolution

Decisions of the Board will be made by resolution with Robert's Rules used as a guide to procedure (refer to Appendix O).

It is recognised that from time to time it may not be possible for the Board to reach a consensus position on a potentially conflicting issue that may disadvantage one or more of its member local government authorities. The Chair will in the first instance seek to resolve a potentially conflicting issue or dispute involving Members of the Board or the Executive Officer.

The Board may reach a conclusion that it is not in the best interests of the Bunbury Geographe Group of Councils to pursue further dialogue or establish a position on a particular matter or issue.

This approach accepts that the differing views expressed by member Councils, or established through member Council resolutions, should be respected and that the solidarity and unity of members is a core value and paramount for the ongoing and effective operation of the Bunbury Geographe Group of Councils. In accordance with this philosophy, decisions on such contentious issues will be dealt with through consensus, rather than by voting to achieve a majority position, to protect the membership of the Bunbury Geographe Group of Councils.

In the limited cases where it is not possible for the Bunbury Geographe Group of Councils to adopt a regional perspective and position on a particular issue or proposal, the Board will maintain a neutral position on the issue or matter and defer any stakeholder interest on the issue or matter to the respective member Council.

Any disputes involving the Executive Officer Bunbury Geographe Group of Councils will be dealt with in accordance with the Executive Officer's Contract of Employment.

1.7.8 Audit and Review

The Board will ensure that the Bunbury Geographe Group of Councils is the subject of independent review by a qualified auditor each year.

1.7.9 Withdrawal from the agreement

A member council may at any time give notice of its intention to withdraw from the Bunbury Geographe Group of Councils. The member council intending to withdraw from the Bunbury Geographe Group of Councils must notify the Chair in writing no later than one year before its intended withdrawal.

The withdrawal of the member council shall take effect from the end of the financial year following the date that it provides written notice of its intention to withdraw. For example, a member council could provide written notice of its intention to withdraw in June 2026 - the withdrawal would take effect at the end of the financial year following, on 1 July 2027.

1.8 Committees

1.8.1 CEO Forum

The CEO Forum comprises the CEO's of all member local government authorities. The role of

the CEO Forum is to:

1. Provide advice on finances of the Bunbury Geographe Group of Councils
2. Oversee the employment and activities of the Executive Officer Bunbury Geographe Group of Councils
3. Provide a forum to progress and resolve complex or controversial regional issues
4. Provide advice on areas of member local government activity to be assessed for potential shared service assessment
5. Consider future agenda items for the Bunbury Geographe Group of Councils Board
6. Consider future project activity, policies and procedures for the Bunbury Geographe Group of Councils
7. Undertake the annual performance review of the Executive Officer Bunbury Geographe Group of Councils and report on the review outcome to the Board.

The CEO Forum is to be chaired on annual rotation from its members in a manner aligned to the rotation of the Bunbury Geographe Group of Councils Chair.

The CEO Forum's Role Statement is reviewed and adopted annually by the Bunbury Geographe Group of Councils Board.

1.8.2 Committees and Sub Committees

The Board may establish Committees and Sub-committees to assist it carry out its role. The

Committees and Sub-committees of the Bunbury Geographe Group of Councils may include:

- 1 CEO Forum
- 2 Planning and Technical Executive Officers Forum
- 3 Corporate Services Executive Officers Forum
- 4 Economic Development Forum
- 5 Environmental Forum

The Membership and Role Statements for the Committees and Sub-committees are reviewed and adopted annually by the Bunbury Geographe Group of Councils Board. Other Forums and/or Committees may be established to support delivery of the Strategic Plan and work plan, with the approval of the Board.

1.9 Key Board Functions

1.9.1 Delegation of Authority

The Board empowers the Executive Officer to manage the affairs of the Bunbury Geographe Group of Councils within a wide range of authorities that are defined in his role as Executive Officer but within specified constraints as determined from time to time.

1.9.2 Monitoring

To assist the Board in carrying out its role, the Board will monitor the performance of the Bunbury Geographe Group of Councils by reference to:

- 1 Key performance indicators as defined in the Executive Officer's work plan.
- 2 Key compliance reports including audited statements

1.9.3 Strategy Formulation

The Board's role in the strategic planning process is one of input, review and approval on an annual basis.

1.9.4 Advice

A key aspect of each Board member's duties is to feedback for the Executive Officer and his or her ideas.

Board members should provide frank and honest advice to the Executive Officer.

Where appropriate, Board members should recommend possible alternative advisors with skills to assist the Board in dealing with specific issues.

1.9.5 Contacts

Board members are expected, where possible and appropriate, to further the Bunbury Geographe Group of Councils' interests with outside contacts and networks.

1.9.6 Executive Officer Evaluation and Annual Performance Review

The Chair of the CEO Forum and Host CEO will evaluate and discuss with the Executive Officer his or her performance on an annual basis as part of an Annual Performance Review process, usually on the anniversary of Executive Officer's appointment, and report to the Board accordingly. This will include consultation with the CEO Forum.

3. Board Member Protocols

1.10 Obtaining Information

Generally, Board members should only seek information on an issue involving Bunbury Geographe Group of Councils directly from a staff member, contractor or consultant with the knowledge of the Executive Officer, Chair of the CEO Forum or Board Chair.

1.11 Access to Information

The Executive Officer must hold a set of Board papers for Board members to access for a period of seven years. Board members are entitled to access these papers on request.

Former Board members are entitled to access Board papers dated up to and including the date they ceased to be a Board member for a period of seven years after such date.

1.12 Insurance Arrangements

The Bunbury Geographe Group of Councils does not maintain Executive Officer's and Officer's Insurance for each Board member as the activities as members of the Bunbury Geographe Group of Councils are consistent with their roles as Mayor, President or CEO and therefore covered by member Council insurance policies.

The Host Council, as the delegated employer of the Executive Officer Bunbury Geographe Group of Councils, is to include the Executive Officer under its Executive Officer's and Officer's Insurance during the period he or she is employed and for 7 years after the date on which he or she ceased to be a Executive Officer.

1.13 Board Evaluation

On an annual basis the Board will discuss and evaluate its performance and undertake a review of the Bunbury Geographe Group of Councils through the Annual Report process.

1.14 Board Member Development

Board members are encouraged and expected, to undergo continued professional and self-development.

1.15 Board Member Induction

Induction of new Board members into their role on the Bunbury Geographe Group of Councils Board will entail:

1. The Executive Officer and/or Chair discussing the responsibilities, conduct and contribution expectations of Board members with the new Board members.
2. Advising new Board members of this Corporate Governance Charter, the Memorandum of Understanding and relevant strategic documents.
3. Providing guidelines on Board processes.
4. Providing background information on and contact information for key people in the Bunbury Geographe Group of Councils including an outline of their roles and capabilities.
5. The Executive Officer providing an industry background briefing and give the new Board members a package consisting of:

- 5.1. Key performance indicators
 - 5.2. Last year's Annual Report
 - 5.3. Current strategic directions
 - 5.4. Relevant brochures and advertising material
 - 5.5. Corporate Governance Charter
 - 5.6. Memorandum of Understanding
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APPENDIX A – CODE OF CONDUCT

Bunbury Geographe Group of Councils CODE OF CONDUCT

OBJECTIVES

The Board is the body responsible for administration of the Bunbury Geographe Group of Councils as a voluntary regional organisation of Councils. It is in the best interests of the constituent local governments, the local community, as well as the public in general that a Code of Conduct applies to the operation of the Bunbury Geographe Group of Councils and is approved by the Board.

The public and constituent local governments are entitled to expect that:

- the business of the Bunbury Geographe Group of Councils and its affiliated bodies will be conducted with efficiency, impartially and with integrity;
- Members and employees will obey the spirit and letter of the law and, in particular, the provisions of all relevant statutes, ordinances, regulations and instruments;
- duty to the public will always be given absolute priority over the private interests of Members and employees.

The Code does not override or affect the legislation applicable to local government. It provides a guide and a basis of expectations for Bunbury Geographe Group of Councils Board Members, committee members, members of affiliated bodies, the Executive Officer and employees and encourages a commitment to ethical and professional behaviour.

DEFINITIONS

In this Agreement:

Act means the *Local Government Act 1995*.

Affiliated body means entities supported by the Bunbury Geographe Group of Councils or who operate in conjunction with the Bunbury Geographe Group of Councils such as the Bunbury Geographe Tourism Partnership.

CEO means Chief Executive Officer of the Host Local Government.

Chair of the Chief Executive Officer Forum means the Executive appointed by the Members of the Bunbury Geographe Group of Councils Board to that position.

Council means any Council (as defined in the Act) of the Local Government comprising the Bunbury Geographe Group of Councils.

Director means the Executive Officer of the Bunbury Geographe Group of Councils.

Confidential Information means any and all confidential information, data, reports, operations, know-how, accounts, dealings, records, materials, plans, statistics, finances or other documents and things (other than a document or thing which is already in the public domain), whether written or oral and of whatever type or nature relating to property, assets, liabilities, finances, dealings or functions of the Bunbury Geographe Group of Councils or any undertaking from time to time carried out by the Bunbury Geographe Group of Councils and Local Governments.

Host Local Government means: the local government housing the Executive Officer and staff of the Bunbury Geographe Group of Councils.

Intellectual Property means any and all intellectual property belonging to the Local Government including:

- (a) patents, copyright (including all copyright in software), registered designs, registered and unregistered trade marks, rights to have information kept confidential, processes, inventions, improvements, innovations, modifications and discoveries, whether or not capable of being secured, registered or protected by any means; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) the Executive Officer's Intellectual Property,

Local Government means any of the Local Governments (as defined in the s1A of the Act) comprising the Bunbury Geopraphe Group of Councils,

Member means any member of a Bunbury Geopraphe Group of Councils Board, committee, working group or affiliated body.

The Bunbury Geopraphe Group of Councils means the City of Bunbury, Shire of Capel, Shire of Collie, Shire of Dardanup, Shire of Donnybrook Balingup and the Shire of Harvey as a voluntary regional organisation of Councils operating through the Host Council,.

Bunbury Geopraphe Group of Councils Board means the Mayors and Chief Executive Officers of member local governments of the Bunbury Geopraphe Group of Councils or persons formally appointed to act in those positions.

Policies means all guidelines, policies, practices and procedures of the Bunbury Geopraphe Group of Councils and Local Governments as varied from time to time,

POLICY STATEMENT

CONFLICT AND DISCLOSURE OF INTEREST

1. Conflict of Interest

- a) Members, the Executive Officer and employees will ensure that there is no actual (or perceived) conflict or incompatibility between their personal interests and the impartial fulfillment of their public or professional duties,
- b) The Executive Officer and employees will not engage in private work without the consent of the Chair of the Chief Executive Officer Forum,
- c) The Executive Officer and employees will lodge written notice with the Chair of the Chief Executive Officer Forum describing an intention to undertake a dealing in land within the district or which may otherwise be in conflict with the Local Government's functions (other than purchasing the principal place of residence).
- d) The Executive Officer and employees who exercise recruitment or other discretionary functions will make disclosure before dealing with relatives or close friends and should disqualify themselves from dealing with those persons.
- e) The Executive Officer and employees will refrain from partisan political activities that could cast doubt on the neutrality and impartiality of employees acting in their professional capacity.

2. Disclosure of Interest

- a) Members, the Executive Officer and employees will adopt the principles of disclosure of financial interest and impartiality interest as contained within the Act and the Local Government (Administration) Regulations.
- b) Whenever disclosure is required by legislation, recommended in this Code, or otherwise seems appropriate, it will be made promptly, fully, and in writing to the Chair of the meeting prior to the meeting. In cases of urgency disclosure of an interest should be made orally at the start of the meeting and confirmed in writing.

PERSONAL BENEFIT

3. Use of Confidential Information

- a) Members, the Executive Officer and employees will not use confidential information to gain improper advantage for themselves or for any other person or body, in ways in which are inconsistent with their obligation to act impartially, or to improperly cause harm or detriment to any person or organisation.
- b) Information of a confidential nature will not be communicated until it is no longer regarded as confidential.
- c) Members requesting information of a legal or sensitive nature shall make written application setting out reasons for requesting the document to the Executive Officer, accompanied by a Declaration of Interest that may be relevant or appropriate.
- d) The Freedom of Information rules shall apply at all times.
- e) Legal opinions can be read, but copies will not be provided.
- f) Members accessing Bunbury Geographe Group of Councils records shall do so in the presence of the Executive Officer or his nominee, and in accordance with such procedures as deemed appropriate by the Bunbury Geographe Group of Councils Board.
- g) In accordance with obligations of fidelity to the organization the Executive Officer will inform the relevant Chair of the committee of any request from any Member wishing to access information which, in the opinion of the Executive Officer, the Member has a conflict or financial interest in accordance with the relevant legislation.
- h) Members be aware of the Executive Officer's legal obligation to report matters (to the relevant government agency) involving improper use of, or access to, information as "serious improper conduct".

4. Intellectual Property

The title to intellectual property in all duties relating to contracts of employment will be assigned to the Bunbury Geographe Group of Councils or Local Governments upon its creation unless otherwise agreed by separate contract.

5. Improper Use of Undue Influence

Members, the Executive Officer and employees will not take advantage of their position to improperly influence other Members or employees in the performance of their duties or functions, in order to gain undue or improper (Executive Officer indirect) advantage or gain for themselves or for any other person or body.

6. Gifts and Bribery

Members and Bunbury Geographe Group of Councils Staff are bound by the Local Government Act rules relating to acceptance and disclosure of gifts, and should be noted in the relevant Local Government registers.

CONDUCT OF MEMBERS AND EMPLOYEES

7. Personal Behaviour

a) Members, the Executive Officer and employees will:

- i) act, and be seen to act, properly and in accordance with the requirements of the law and terms of this Code;
- ii) perform their duties impartially and in the best interests of the Bunbury Geographe Group of Councils and Local Governments, uninfluenced by fear or favour;
- iii) act in good faith (ie: honestly, for the proper purpose, and without exceeding their powers) in the interests of the Bunbury Geographe Group of Councils and Local Governments and the community;
- iv) make no allegations which are improper or derogatory (unless true and in the public interest) and refrain from any form of conduct, in the performance of their official or professional duties, which may cause any reasonable person unwarranted offence or embarrassment; and
- v) always act in accordance with their obligation of fidelity to the Bunbury Geographe Group of Councils and Local Governments.

8. Honesty and Integrity

Members, the Executive Officer and employees will:

- a) observe the highest standards of honesty and integrity, and avoid conduct which might suggest any departure from these standards;
- b) bring to the notice of the Bunbury Geographe Group of Councils Chair or the relevant Committee Chair any dishonesty on the part of any other Member and, in the case of an employee, to the Executive Officer.
- c) be frank and honest in their official dealing with each other.

9. Performance of Duties

While on duty, employees will give their whole time and attention to Bunbury Geographe Group of Councils business and ensure that their work is carried out efficiently, economically and effectively, and that their standard of work reflects favourably both on them and on the Bunbury Geographe Group of Councils and Local Governments.

10. Compliance with Lawful Orders

- a) Employees will comply with any lawful order given by any person having authority to make or give such an order, with any doubts as to the propriety of any such order being taken up with the superior of the person who gave the order and, if resolution cannot be achieved, with the Executive Officer.
- b) Employees will give effect to the lawful policies of the Bunbury Geographe Group of Councils and Local

Governments, whether or not they agree with or approve of them.

11. Administrative and Management Practices

Members, the Executive Officer and employees will ensure compliance with proper and reasonable administrative practices and conduct, and professional and responsible management practices.

Any Member, who wishes to raise a grievance in relation to the Code of Conduct shall first raise the matter with the Executive Officer, the Chair of the Chief Executive Officer Forum or the Bunbury Geographe Group of Councils Board Chair.

Any employee who wishes to raise a grievance in relation to the Code of Conduct shall first raise the matter with the Executive Officer.

If the Executive Officer, the Chair of the Chief Executive Officer Forum or the Bunbury Geographe Group of Councils Board Chair is unable to reach a satisfactory conclusion, then the matter is to be submitted to the Bunbury Geographe Group of Councils Board for determination. Any member of the Bunbury Geographe Group of Councils Board who is a party to a grievance process shall be ineligible to sit on the Board whilst it is acting as a grievance panel. The proceedings of the Bunbury Geographe Group of Councils Board sitting as a grievance panel shall be confidential.

The Bunbury Geographe Group of Councils Board may also convene a separate grievance panel which shall be comprised according to resolution of the Bunbury Geographe Group of Councils Board. However, any member of the grievance panel found to be in breach of the Code of Conduct shall be ineligible to sit on the grievance panel for a period determined by the Bunbury Geographe Group of Councils Board.

Should the grievance panel be unable to reach a satisfactory conclusion, then the matter may be submitted to the Bunbury Geographe Group of Councils Board for determination.

Should a Member *have* any grievance in relation to an Officer (other than the Executive Officer), then the Executive Officer shall be advised of the matter in a timely manner. The Executive Officer shall deal with all grievance issues involving staff members.

The Local Government Act provisions relating to financial and conflicts of interest shall apply.

Nothing in this procedure shall prevent a Member/Officer from reporting matters as required under the Corruption and Crime Commission Act 2003.

DEALING WITH BUNBURY GEOGRAPHE GROUP OF COUNCILS PROPERTY

12. Use of the Bunbury Geographe Group of Councils Facilities, Funds, Employees and Equipment

Members, the Executive Officer and employees will:

- a) be scrupulously honest in their use of the Bunbury Geographe Group of Councils or Local Governments' resources and shall not misuse them or permit their misuse (or the appearance of misuse) by any other person or body. Resources are defined, for the purpose of this clause, as being funds, facilities, employees and equipment;
- b) use the Bunbury Geographe Group of Councils or Local Government resources entrusted to them effectively and economically in the course of their duties;
- c) not use the Bunbury Geographe Group of Councils or Governments' resources (including the services of employees) for private purposes (other than when supplied as part of a contract of employment), unless properly authorised to do so, and appropriate payments are made (as determined by the Executive Officer).

CORPORATE GOVERNANCE CHARTER**13. Travelling and Sustenance Expenses**

Members and employees will only claim or accept travelling and sustenance expenses arising out of travel related to matters which have a direct bearing on the services, policies or business of the Bunbury Geographe Group of Councils and Local Governments in accordance with Policy and the provisions of the Act.

14. Access to Information

Members, the Executive Officer and employees will ensure that Members are given access to all information necessary for them to properly perform their functions and responsibilities.

CORPORATE OBLIGATIONS**15. Communication with Community**

- a) Members, the Executive Officer and employees will ensure that effective communication is promoted to the community, in order to achieve proper accountability and responsibility.
- b) Members, the Executive Officer and employees will respect the decision making process of the Bunbury Geographe Group of Councils and ensure their effective implementation.

16. Communication and Public Relations

- a) All aspects of communication by employees (including verbal, written or personal), involving the Bunbury Geographe Group of Councils and Local Governments activities should reflect the status and objectives of the Bunbury Geographe Group of Councils and Local Governments. Communications should be accurate, polite and professional.
- b) The Bunbury Geographe Group of Councils Board Chair or the Executive Officer will only make statements to the press on behalf of the Bunbury Geographe Group of Councils.

This shall not prejudice an individual Member's right to express a personal opinion on issues of public interest.

17. Standard of Dress

Members, the Executive Officer and employees are expected to comply with neat and responsible dress standards at all times. The right to raise the issue of dress with individual employees is reserved.

18. Health, Well Being and Safety

Members, the Executive Officer and employees shall ensure that the premises used by the Bunbury Geographe Group of Councils are adequate to ensure the health, safety and well being of their employees and members of the public.

19. Professional Advice

Members, the Executive Officer and other employees shall ensure that no restrictions are placed on the ability of employees to give professional advice to Bunbury Geographe Group of Councils committees.

20. Entrepreneurial Activities

Members, the Executive Officer and employees should ensure that the Bunbury Geographe Group of Councils impartially and properly assesses its own proposals for entrepreneurial activities, consistent with the scope and standard of the normal assessment of private subdivision, development and/or building applications.

APPENDIX B – ADMINISTRATION ARRANGEMENT

ACTIVITY	ARRANGEMENT	FINANCIAL IMPLICATIONS	COMMENT
Staffing	Staff employed by the Host Council	Fully recouped	CEO Forum set Executive Officer Conditions and monitor performance
Accommodation, Computing and Financial Services	Provided by Host Council	Recouped through 5% charge on income for the Bunbury Geographe Group of Councils	
Mobile Telephone	As per Executive Officer's Contract		
Travel	Approved by Host Council CEO	Paid by the Bunbury Geographe Group of Councils	In consultation with the CEOs Forum Chair for interstate travel
Photocopying	Provided by Host Council	Fully recouped	
Credit Card	Provided by Host Council	Fully recouped	Supplied by Host Council - limit \$10,000

Executive Officer is employed under a fixed-term contract.

Additional Staff are employed under normal arrangements by the host Council and is funded by the Bunbury Geographe Group of Councils. Financial support services for the Bunbury Geographe Group of Councils are provided by the host Council through their Financial Services. Audit costs are directly paid by Bunbury Geographe Group of Councils.

APPENDIX C – MEMORANDUM OF UNDERSTANDING

BUNBURY GEOGRAPHE GROUP OF COUNCILS MEMORANDUM OF UNDERSTANDING 2025/26 - 2030/31

1. Introduction

The Bunbury Geographe Group of Councils (the Bunbury Geographe Group of Councils) operates to represent the combined regional interests of its member Councils and their constituents in promoting growth and development of the Bunbury Geographe region. In particular member Councils accept that key infrastructure is best planned and promoted on a regional basis.

2. Bunbury Geographe Group of Councils Board

The strategic direction and management of the Bunbury Geographe Group of Councils will be subject to guidance and direction of a Board comprising the Mayors or Presidents and Chief Executive Officers of member Councils.

In making any determination primary consideration will be given to the impact on the overall region rather than individual Council interests, subject to clause 3.1.7 of the Corporate Governance Charter regarding Board Proceedings and Dispute Resolution.

3. Vision and Mission

Local Governments in Bunbury Geographe region, through cooperation with industry, community and the other spheres of government seek to capture a wide range of opportunities to enhance economic growth and support a diversity of quality lifestyles for the benefit of the member Councils and their communities.

The partnership approach adopted by the Bunbury Geographe Group of Councils will extend to maximising cooperation with each other and consideration of shared services and resources. Members of the Bunbury Geographe Group of Councils commit to discuss major information technology acquisitions and initiatives to allow for common approaches to be adopted where feasible.

The Bunbury Geographe Group of Councils will be persuasive, forward-looking and influential in representing, supporting and promoting Local Government interests that affect the growth and sustainable development of Bunbury Geographe region.

4. Resources

The member Councils agree to support the operations of the Bunbury Geographe Group of Councils for the six years from 1 July 2026 to 30 June 2032.

Member Councils will be levied according to the annual budget adopted by the Board. In accordance with a 2025 Board decision, the following formula is applied to determine annual membership fees:

- a) \$20,000 minimum fee, and
 - b) 23 cents per head of population, and
 - c) 23 cents per \$1,000 of operating revenue (from the most recent audited financial year statements), and
- Funding for work plan projects.

CORPORATE GOVERNANCE CHARTER**5. Contributed funds**

At the end of each financial year, a calculation will be made of the equity that notionally accrues to each member Council. The calculation will be based on the previous year's 'equivalent member% split'. The equity identified will be retained by the Bunbury Geopraphe Group of Councils.

6. Chair of the Bunbury Geopraphe Group of Councils Board

The Chair of the Bunbury Geopraphe Group of Councils Board will be by annual rotation (calendar year) with the term commencing on 1 July each year. Similar arrangements will operate for the CEO Forum Chair. For the duration of this MOU, the arrangements will be as set out below:

Year	Chair Bunbury Geopraphe Group of Councils	Deputy Chair Bunbury Geopraphe Group of Councils	Chair CEO Forum	Deputy Chair CEO Forum
2026/27	Shire President – Dardanup	Mayor - Bunbury	CEO - Dardanup	CEO - Bunbury
2027/28	Mayor - Bunbury	Shire President –Harvey	CEO - Bunbury	CEO - Harvey
2028/29	Shire President –Harvey	Shire President - Capel	CEO - Harvey	CEO - Capel
2029/30	Shire President - Capel	Shire President - Collie	CEO - Capel	CEO - Collie
2030/31	Shire President - Collie	Shire President – Donnybrook-Balingup	CEO - Collie	CEO- Donnybrook-Balingup
2031/32	Shire President – Donnybrook-Balingup	Shire President – Dardanup	CEO- Donnybrook-Balingup	CEO - Dardanup

7. Communications

Contact with the media on Bunbury Geopraphe Group of Councils issues is the responsibility of the Chair and can be delegated to the Executive Officer or to an alternative arrangement as agreed by the Board.

8. Agreement

The undersigned member Councils of the Bunbury Geopraphe Group of Councils agree to:

- a) Financially support the Bunbury Geopraphe Group of Councils for the period 1 July 2026 to 30 June 2032.
- b) Actively participate in the Bunbury Geopraphe Group of Councils Board, related committees, delegations and events.
- c) Consider issues and projects according to their regional impacts.
- d) Work cooperatively with other member Councils in promoting the growth and development of the South West Metropolitan Region and in the delivery of local government services.
- e) Where reasonable, allocate resources to support the activities of the Bunbury Geopraphe Group of Councils.

CITY OF BUNBURY

Mayor

CEO

SHIRE OF CAPEL

Shire President

CEO

SHIRE OF COLLIE

Shire President

CEO

SHIRE OF DARDANUP

Shire President

CEO

SHIRE OF DONNYBROOK-BALINGUP

Shire President

CEO

SHIRE OF HARVEY

Shire President

CEO

APPENDIX D – ROBERTS RULE

Introduction to Robert's Rules of Order

The Rules of Order is a set of rules for conduct at Bunbury Geographe Group of Councils Board meetings that allows for constructive debate and to make clear decisions.

The Bunbury Geographe Group of Councils Board meeting procedure usually follows a fixed order of business. Below is a typical example:

1. Welcome
2. Attendance and apologies.
3. Minutes of last meeting.
4. Minutes of Sub Committees
5. Business Arising from Previous Meetings.
6. Executive Officer's Report.
7. Items to note or for discussion.
8. Items for Decision.
9. General Business.
10. Adjournment and next meeting.

The method used by Board members to express themselves is in the form of moving motions. A motion is a proposal that the entire membership take action or a stand on an issue. Individual Board members can:

1. Call to order.
2. Second motions.
3. Debate motions.
4. Vote on motions.

The Executive Officer may only participate in discussion at the Bunbury Geographe Group of Councils Board Meeting and may not move motions or vote.

There are four Basic Types of Motions:

1. **Main Motions:** The purpose of a main motion is to introduce items to the membership for their consideration. They cannot be made when any other motion is on the floor, and yield to privileged, subsidiary, and incidental motions.
2. **Subsidiary Motions:** Their purpose is to change or affect how a main motion is handled, and is voted on before a main motion.
3. **Privileged Motions:** Their purpose is to bring up items that are urgent about special or important matters unrelated to pending business.
4. **Incidental Motions:** Their purpose is to provide a means of questioning procedure concerning other motions and must be considered before the other motion.

How are Motions Presented?

1. Obtaining the floor
 - a. Wait until the last speaker has finished.
 - b. Address the Chair and wait until the Chair recognises you.
2. Make Your Motion
 - a. Speak in a clear and concise manner.
 - b. Always state a motion affirmatively. Say, "I move that we ..." rather than, "I move that we do not ...".
3. Wait for Someone to Second Your Motion
4. Another member will second your motion or the Chair will call for a second.
5. If there is no second to your motion it is lost.
6. The Chair States Your Motion
 - a. The Chair will say, "it has been moved and seconded that we ..." Thus placing your motion before the Board for consideration and action.
 - b. The Board then either debates your motion, or may move directly to a vote.
 - c. Once your motion is presented to the Board by the Chair it becomes "assembly property", and cannot be changed by you without the consent of the members.
7. Expanding on Your Motion
 - a. The time for you to speak in favour of your motion is at this point in time, rather than at the time you present it.
 - b. The mover is always allowed to speak first.
 - c. All comments and debate must be directed to the Chair.
 - d. Keep to the time limit for speaking that has been established.
 - e. The mover may speak again only after other speakers are finished, unless called upon by the Chair.
8. Putting the Motion to the Board
 - a. The Chair asks, "Are you ready to vote on the motion?"
 - b. If there is no more discussion, a vote is taken.
 - c. On a motion to move the previous motion may be adopted.

Voting on a Motion:

There are five methods used to vote by the Bunbury Geographe Group of Councils Board, they are:

1. **By Voice** -- The Chair asks those in favour to say, "aye", those opposed to say "no". Any member may move for an exact count.
2. **By General Consent**-- When a motion is not likely to be opposed, the Chair says, "if there is no objection ..." The membership shows agreement by their silence, however if one member says, "I object," the item must be put to a vote.
3. **By Division** -- This is a slight verification of a voice vote. It does not require a count unless the Chair so desires. Members raise their hands.
4. **By Ballot**-- Members write their vote on a slip of paper, this method is used when secrecy is desired.
5. **Flying Motion** - The decision to use a Flying Motion is to be supported by at least two Members which allows a matter to be considered by email vote. A clear majority of responding members and a minimum of seven respondents is required for the matter to be approved.

Members may request that the matter not be put to the vote in accordance with clause 3.1.7 of the Corporate Governance Charter regarding Board Proceedings and Dispute Resolution.

[illegible]

RISK ASSESSMENT TOOL								
OVERALL RISK EVENT: Bunbury Geographe Group of Councils Memorandum of Understanding, Governance Charter and Code of Conduct RISK THEME PROFILE: 13 - Project Management Choose an item. Choose an item. Choose an item. RISK ASSESSMENT CONTEXT: Strategic								
CONSEQUENCE CATEGORY	RISK EVENT	PRIOR TO TREATMENT OR CONTROL			RISK ACTION PLAN (Treatment or controls proposed)	AFTER TREATMENT OR CONTROL		
		CONSEQUENCE	LIKELIHOOD	INHERENT RISK RATING		CONSEQUENCE	LIKELIHOOD	RESIDUAL RISK RATING
HEALTH	No risk event identified for this category.	Choose an item.	Choose an item.	Choose an item.	Not required.	Choose an item.	Choose an item.	Choose an item.
FINANCIAL IMPACT	The MOU includes financial commitments from member Councils, including annual membership fees and funding for work plan projects. There is a risk of financial mismanagement or insufficient funding.	Minor (2)	Rare (1)	Low (1 - 4)	Not required.	Choose an item.	Choose an item.	Choose an item.
SERVICE INTERRUPTION	No risk event identified for this category.	Choose an item.	Choose an item.	Choose an item.	Not required.	Choose an item.	Choose an item.	Choose an item.
LEGAL AND COMPLIANCE	The MOU outlines the governance structure, roles, and responsibilities of the BGGC Board and its members. Non-compliance with these roles and responsibilities could lead to governance issues.	Minor (2)	Rare (1)	Low (1 - 4)	Not required.	Choose an item.	Choose an item.	Choose an item.

(Appendix ORD: 12.1.2C)

CONSEQUENCE CATEGORY	RISK EVENT	PRIOR TO TREATMENT OR CONTROL			RISK ACTION PLAN (Treatment or controls proposed)	AFTER TREATMENT OR CONTROL		
		CONSEQUENCE	LIKELIHOOD	INHERENT RISK RATING		CONSEQUENCE	LIKELIHOOD	RESIDUAL RISK RATING
REPUTATIONAL	The MOU includes provisions for communication and public relations. There is a risk of reputational damage due to negative media coverage or public perception.	Minor (2)	Rare (1)	Low (1 - 4)	Not required.	Choose an item.	Choose an item.	Choose an item.
ENVIRONMENT	No risk event identified for this category.	Choose an item.	Choose an item.	Choose an item.	Not required.	Choose an item.	Choose an item.	Choose an item.
PROPERTY	No risk event identified for this category.	Choose an item.	Choose an item.	Choose an item.	Not required.	Choose an item.	Choose an item.	Choose an item.

(Appendix ORD: 12.1.2D)

Current Regional Collaboration

There is currently a significant number of activities being undertaken through collaboration within the South west region as outlined in the table below:

Activity	Details
South West Procurement Network Group	Procurement Officers from SW Local Governments meet to discuss procurement related issues. At times supported/facilitated WALGA.
District Emergency Management Committee	Emergency Management planning networking that occurs every 3 months facilitated Department Fire Emergency Services WA state senior Hazard Management Agencies region supported by all LGs South West/Geographe - Augusta-Margaret River, Boyup Brook, Bridgetown-Greenbushes, Bunbury, Busselton, Capel, Collie, Dardanup, Donnybrook-Balingup, Harvey, Manjimup and Nannup.
Provision of Mutual Aid MOU	This MOU was recently reviewed and signed by all CEOs of partied LG's and is a reciprocal arrangement to provide assistance during disasters. During the Tornado on 10 May 2024 the City of Bunbury evacuated residents to the Eaton Recreation Centre when the SWSC was compromised. This demonstrates the reciprocal nature and importance of MOU to keep our communities safe and includes Augusta Margaret River, Boyup Brook, Bridgetown Greenbushes, Bunbury, Busselton, Capel, Collie, Dardanup, Donnybrook Balingup, Harvey, Manjimup, Nannup.
Animal Management Facility MoU	The Shire of Dardanup has a MOU with the City of Bunbury whereby the City provides access to their Animal Management Facility as per Fees that are set in Fees and Charges.
Animal Rehoming Service (BARRC and SAFE)	MoU - Bunbury, Capel and Dardanup
The Leschenault CLAG	A CLAG is a group of local governments who work collaboratively on mosquito management within a region. The Leschenault CLAG consists of the City of Bunbury and the Shires of Harvey and Dardanup. Each local government contributes equally to the funds held in a trust account which are matched on a 50/50 basis by the Department of Health (DoH).
Geographe and Leschenault CLAGs Joint Communications Strategy 2024-25	The Leschenault (Shires of Harvey and Dardanup and City of Bunbury) and Geographe (Shire of Capel and City of Busselton) CLAGs have worked in partnership to deliver a joint mosquito-borne disease communications strategy to the south west region since 2012-2013. The strategy was developed to complement the integrated mosquito management programs that each member local government carries out. Expenditure is allocated on a 60/40 split being 60% Leschenault CLAG (comprised of three local governments) and 40% Geographe CLAG (comprised of two local governments). A communications plan was developed at the outset which identified the objectives of the strategy, target audiences, and how the messages were delivered.

(Appendix ORD: 12.1.2D)

Department of Creative Industries, Tourism & Sport - South West & Peel Regional Network Forum	Network Forum for South West & Peel LG's whereby an update from CITS is provided and then a discussion on everyone's regional priorities and challenges.
South West EHO Group	<p>Collaboration of regional South West Environmental Health Officers. Regional approach to issues/consistency, sharing info/training costs.</p> <p>Meets twice per year, meeting venue rotated between the member LG's.</p> <p>Topics discussed:</p> <ul style="list-style-type: none"> • Updates to Food legislation plus current Food Safety programs, issues and initiatives • Wastewater management issues, and officer training • Public Health Planning • Communicable Disease incidents and trends • Emergency management and recovery (Environmental Health has a key role in recovery) • Events risk-management • Mosquito control (discussed in general terms as we have a dedicated stand-alone collaborative for mozzie control – i.e. mosquito control CLAGs) • Environmental Health Officer recruiting initiatives • Professional organisation and activities updates (Our professional organisation is Environmental Health Australia. They organise State and National conferences as well as advocate for the EH profession in general)
South West Planners Group	Collaboration of regional Planners. Generally led by the Department of Planning, Lands and Heritage, and Planning Institute of Australia. Multiple benefits including sharing expertise, implementing state planning reform, advocating platform for local governments to feedback to the State.
South West Development Commission (SWDC)	<p>The South West Development Commission (SWDC) is a Western Australian State Government agency focused on driving economic and social development in the South West region of WA.</p> <p>12 LG's in the SW:</p> <ul style="list-style-type: none"> - Bunbury - Busselton - Augusta-Margaret River - Boyup Brook - Bridgetown-Greenbushes - Capel - Collie - Dardanup - Donnybrook-Balingup - Harvey - Manjimup - Nannup

(Appendix ORD: 12.1.2D)

South West Events and Tourism Opportunities Working Group	The South West Events and Tourism Opportunities Working Group has been established to identify and explore cross regional tourism opportunities arising from hosting major events in South West region. The Group has been set up by South West Development Commission (SWDC) in response to regional goals and priorities outlined in South West Tourism Destination Management Plan. This includes key priority to 'build' and leverage events to promote cross-regional visitation'. The Working Group's aim is strategically leverage 'major' events such as UCI event, AFL games etc., increase visitor length stay experience through regional dispersal across entire region via increased visitor spend/experience visibility, increase likelihood success hosting large scale events maximize overall economic social benefits region's economy long term growth collaboration across industry even stakeholders ensure hosting major events such that delivers long-term value aligned broader tourism development ambitions region.
South West Builder Forum	Collaboration of regional Building Surveyors. Discuss consistency in approach and implementation of legislation. Critical need to address the current building surveyor shortage and how we address as a region. The need to explore sharing of resources to process building permits as a regulatory authority.
South West Building Cadet Program	MOU between Councils to share resources and support, train and grow the next generation of Building Surveyors noting that there are currently no Registered Training Organisations in the South-West. In principle support has been received from Bunbury, Dardanup, Capel and Busselton.
WALGA Building Surveyor Forums	WALGA Building Surveyor Meetings are regular forums that bring together local government building surveyors to share updates on legislation, discuss technical issues, and exchange best practices. These meetings provide networking opportunities, professional development, and a platform for collaboration on compliance and building standards across Western Australia.
Place Activation – Drive in Jive SW	CoB and Shire of Dardanup supported High Energy Promotions to deliver the Drive in Jive SW event. Collaborating for a regional benefit.
2025 Greater Bunbury Youth Leadership Summit	The 2025 Youth Leadership Conference proved to be a huge success, not only for the Shire of Dardanup but the Shires of Harvey, Capel and City of Bunbury. With 167 students attending from 11 different senior high schools, students learned the valuable skills of leadership and what possesses a good leader.
Community Development – Youth Development Network	Youth Officers from City of Bunbury, Shire of Harvey, Shire of Dardanup, Shire of Capel.

(Appendix ORD: 12.1.2D)

Bunbury Geographie Tourism Partnership (BGTP)	<p>Strategic collaboration between local governments and Australia's Southwest (ASW), aimed at strengthening the region's visitor economy through targeted destination marketing and industry engagement.</p> <ul style="list-style-type: none"> - City of Bunbury - Shire of Harvey - Shire of Capel - Shire of Dardanup <p>\$20,000 commitment 2025-2026 Annual Budget</p>
Residential FOGO Waste Processing 2025-2028 Tender	<p>The Shire of Dardanup undertook a RFT on behalf of the following participating LG's - Shire of Harvey, Shire of Capel, Shire of Augusta Margaret River, Shire of Donnybrook-Balingup, Shire of Dardanup, City of Bunbury, City of Busselton.</p> <p>The aim of the RDT was to procure a cost effective, environmentally efficient and sustainable solution for collection and processing of their FOGO, based on their collective economies of scale (proximity and volume of waste)</p>
FOGO Waste Processing	<p>BHRC ceasing to accept FOGO affected multiple South West councils. Regional collaboration exists at a strategic level - state government and councils exploring options.</p>
SWAIN group – Southwest Access and Inclusion Network – via Advocacy WA	<p>DAIP</p> <ul style="list-style-type: none"> - City of Bunbury - Shire of Harvey - Shire of Capel - Shire of Dardanup
Regional Development Australia (RDA) – E.D Group	<p>ED</p> <ul style="list-style-type: none"> - City of Bunbury - Shire of Harvey - Shire of Capel - Shire of Dardanup <p>\$625 commitment 2025-2026 Annual Budget</p>
Grant Officer - Informal	<p>1 x per annum</p> <ul style="list-style-type: none"> - City of Bunbury - Shire of Harvey - Shire of Capel - Shire of Dardanup
South-West WA Designated Area Migration Agreement (DAMA)	<p>The Shire of Dardanup works with other South-West local governments under the DAMA regional agreement, approved by the Department of Home Affairs.</p> <p>Purpose: Attract skilled migrants and international graduates to address workforce shortages in hospitality, health, agriculture, transport, and renewable energy sectors.</p> <p>Collaboration: Joint advocacy and implementation with councils across the South-West region.</p>

(Appendix ORD: 12.1.2D)

South West Library Consortium (SWLC)	<p>The consortium operates under the One Library South West network, which provides shared services across multiple local governments in the South West region.</p> <p>Participating LGAs: Includes Shires of Dardanup, Capel, Harvey, Donnybrook-Balingup, Boyup Brook, Bridgetown-Greenbushes, Collie, Nannup, Waroona, and Cities of Bunbury and Busselton, among others.</p> <p>\$15,602 commitment 2025-2026 Annual Budget (Regional Library Management System)</p>
Peron Naturaliste Partnership	<p>Regional partnership to consider the implications of climate change on the coastline and develop flexible adaptation pathways.</p> <p>Bunbury, Busselton, Capel, Dardanup, Harvey, Mandurah, Murray, Rockingham, Waroona</p> <p>\$4,569 commitment 2025-2026 Annual Budget (includes Charmap project)</p>
Bunbury Geographe Economic Alliance (BGEA)	<p>The Bunbury Geographe Economic Alliance (BGEA) is a unique partnership encompassing community leadership through the six local governments of the Bunbury Wellington sub-region, industry leadership in the resources, energy, transport, engineering, construction, water supply, timber processing, telecommunications, education, consulting and accounting sectors, and the regional leadership of the South West Development Commission.</p> <p>\$14,385 commitment 2025-2026 Annual Budget</p>
Bunbury Geographe Reconciliation Action Plan	Bunbury, Capel, Dardanup, Harvey
Kolbang Yanginy - The Local Government Reconciliation Resource	Empowering local governments to collaborate and drive reconciliation.
Bunbury-Geographe Sub-regional Strategy	<p>WAPC and DPLH publication.</p> <p>The Bunbury-Geographe Sub-regional Strategy plans for further growth to unlock the sub-region's vast potential. It provides clear directions and actions to guide the future planning and development of land within the sub-region to 2050. The Strategy supports the growth of local communities and plans for a substantial increase in the sub-region's population and economy. With this comes a variety of new challenges, requiring a balance between benefiting existing attributes and maximising strengths while looking ahead to the needs of future residents and visitors to the sub-region</p>
South West Councils and Regional Development Australia - South West -REMPAN	<p>To buy and have access to Economic and Community Data to inform community and Council in decisions:</p> <ul style="list-style-type: none"> - Augusta-Margaret River, Boyup Brook, Bridgetown-Greenbushes, Bunbury, Busselton, Capel, Collie, Dardanup, Donnybrook-Balingup, Harvey, Manjimup and Nannup

(Appendix ORD: 12.1.2D)

Bushfire Mitigation Activity Officer	Shared with DFES, Capel, Dardanup & Collie
Community Emergency Services Manager (CESM)	MoU between DFES and SoD for the provision of a local government employed Community Emergency Services Manager
Greater Bunbury Age-Friendly Communities Strategy	The Greater Bunbury Age-Friendly Communities Strategy is a regional plan developed to make the Greater Bunbury area (which includes Bunbury, Dardanup, Harvey, and Capel) more inclusive and supportive for older residents.
Voluntary Regional Organisations of Councils (VROCs) - Bunbury Geographe Group of Councils (BGGC)	<p>VROCs are established to work collaboratively for regional planning and shared projects that benefit a region. Projects are often related to regional service delivery, environmental issues, regional facility planning, tourism projects, waste management and strategic issues in common. There are currently sixteen VROCs operating in Western Australia in both metropolitan, and more commonly regional areas.</p> <p>BGGC is a regional collaboration driving economic development and strategic planning for the Greater Bunbury and Geographe region. Comprises of Bunbury, Capel, Collie, Dardanup, Donnybrook-Balingup and Harvey \$500 commitment 2025-2026 Annual Budget SoD provides secretariat support</p>
ICT Group SW	ICT Group - Dardanup, Harvey, Busselton, Nannup, Collie, Manjimup, Capel, Augusta-Margaret River, Denmark, Plantagenet
Governance – LG Elections	Prospective candidate sessions held previously at City of Bunbury together with the Shires of Capel and Dardanup. Given that the WAEC and DLG now conduct these online, it is no longer practical to hold these. SoD hosts in person candidate sessions which are specific to SoD
SW Careers Expo	This initiative aims to offer students and the South West community comprehensive guidance on career pathways. The Shire of Dardanup, along with other South West local governments, plays a vital role in connecting students with the local government sector.
WA Emergency Management Conference - Bunbury 2021	<p>The WA Emergency Management Conference, held in October 2021 at the Bunbury Regional Entertainment Centret was organised by the Shire of Dardanup. The event brought together about 200 emergency management experts, staff, and volunteers from across WA, including representation from other LG's.</p> <p>The theme was “Building capacity to adapt to an era of unprecedented disasters”, focusing on climate change-driven extreme weather events. The conference featured an impressive line-up of speakers, both in-person and virtual, and was officially opened by Hon. Reece Whitby MLA, Minister for Emergency Services.</p>
Rates Association	Group established for local government Rates Officers to meet throughout the year and discuss rating issues/improvement ideas. SoD staff are part of this Group and have the option to join via Zoom.

(Appendix ORD: 12.1.2D)

WA User Group (ReadyTech)	Group established for local governments who are subscribers of ReadyTech (formerly ITVision) \$770 commitment 2025-2026 Annual Budget
Regional Road Group (South West)	There are 10 Regional Road Groups (RRG) in WA, established under the State Road Funds to Local Government Agreement which is overseen by a State Advisory Committee (SAC). The RRGs make recommendations to SAC in relation to the Annual Local Government Roads Program for their Region and any other relevant issues. The RRGs are comprised of elected representatives from each Local Government within the road group. Most groups are supported by a technical committee comprised of Local Government staff. Administrative support is provided by Main Roads WA.
City of Bunbury Regional Events – Sky fest Australia Day Event	\$5,500 commitment 2025-2026 Annual Budget
Bunbury Geographe Chamber of Commerce & Industry	\$2,075 commitment 2025-2026 Annual Budget
Bunbury Regional Entertainment Centre	\$15,000 commitment 2025-2026 Annual Budget
Busselton/Margaret- River Regional Airport	\$2,000 commitment 2025-2026 Annual Budget
South West Academy of Sport	\$5,100 commitment 2025-2026 Annual Budget
In-Town Centre	\$2,500 commitment 2025-2026 Annual Budget
SW Group of Affiliated Agricultural Associations	\$250 commitment 2025-2026 Annual Budget
Lost and Found Event	\$20,000 commitment 2025-2026 Annual Budget

(Appendix ORD: 12.1.2D)

SoH and SoD Joint Town Planning Scheme	<p>The Joint Town Planning Scheme No. 1 Committee has been established with equal representation from the Shire's of Dardanup and Harvey, to assist both Shires in the administration of the Scheme, and in accordance with the Local Government Act 1995.</p> <p>A joint town planning scheme is a coordinated plan created by multiple local governments to guide land use and development across their combined areas, typically for a specific region or development zone. It serves to streamline infrastructure planning, ensure consistency in land use regulations, and coordinate development efforts for the mutual benefit of the participating communities.</p> <p>The Joint Town Planning Scheme No. 1 for the Shire of Harvey and Shire of Dardanup covers the East Australind/Eaton area that coordinates development and infrastructure across both local government boundaries.</p>
South West WALGA Zone	<p>Zones are autonomous groupings of geographically aligned Local Governments. The key functions of Zones are to elect one or more representative to State Council, consider the State Council Agenda and provide direction and feedback to State Council. Zones can also act independently in considering and advocating on regional issues.</p> <p>State Council is the decision-making, representative body of WALGA, responsible for sector-wide policy making and strategic planning.</p>
South West HR Network	<p>The South West HR Network is a collaborative group of local government HR professionals dedicated to sharing best practices, aligning policies, and supporting workforce development across the region. The network provides a platform for knowledge exchange, training coordination, and addressing common HR challenges to strengthen the sector.</p>
WA Local Government HR Network	<p>The WA Local Government HR Network is a state-wide forum that brings together HR professionals from local governments across Western Australia. The network focuses on sharing expertise, promoting best practice, and addressing workforce challenges at a sector level. It provides opportunities for collaboration, professional development, and advocacy to strengthen HR capability within local government.</p>
Groundwater and Drainage	<p>Discussion forum to talk about issues such as (i) land development (ii) managing groundwater with a focus on subsoil drainage; (iii) roadside drains/swales in rural/residential. Meetings are quarterly and the meeting location is rotated. Participants include representatives from the following organisations: Department of Water, Shire of Dardanup, City of Bunbury, Shire of Capel, City of Busselton, Shire of Augusta and Margaret River, Shire of Harvey, Shire of Boyup Brook and Shire of Donnybrook-Balingup.</p>



Australian Bureau of Statistics

2021 Census - employment, income and education
LGA (POW) by LGA (UR)
Counting: Person Records

Filters:
Default Summation Person Records

		LGA (UR)						# of Jobs in LGA	% of Jobs per employable	Employed from outside area	% Employed from outside area
		Bunbury	Capel	Collie	Dardanup	Donnybrook-Balingup	Harvey				
LGA (POW)	Bunbury	9,939	4,396	205	3,217	569	4,502	22,828	179%	12,889	56%
	Capel	602	1,792	12	205	60	208	2,879	40%	1,087	38%
	Collie	427	231	2,579	364	106	724	4,431	150%	1,852	42%
	Dardanup	763	345	52	1,415	59	868	3,502	59%	2,087	60%
	Donnybrook-Balingup	105	104	10	36	1,291	45	1,591	74%	300	19%
	Harvey	903	387	88	749	52	4,924	7,103	63%	2,179	31%
# of Employees living in LGA		12,739	7,255	2,946	5,986	2,137	11,271	42,334		20,394	48%
Employed outside area		2,800	5,463	367	4,571	846	6,347				
% Employed outside area		22%	75%	12%	76%	40%					

Dataset: Census of Population and Housing, 2021, TableBuilder INFO

Cells in this table have been randomly adjusted to avoid the release of confidential data. No reliance should be placed on small cells.

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		LGA Place of Usual Residence(UR)					
		Bunbury	Capel	Collie	Dardanup	Donnybrook-Balingup	Harvey
LGA Place of Work (POW)	Bunbury	44%	19%	1%	14%	2%	20%
	Capel	21%	62%	0%	7%	2%	7%
	Collie	10%	5%	58%	8%	2%	16%
	Dardanup	22%	10%	1%	40%	2%	25%
	Donnybrook-Balingup	7%	7%	1%	2%	81%	3%
	Harvey	13%	5%	1%	11%	1%	69%