



Shire of Goomalling

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All communications to be addressed to the Chief Executive Officer

Est. 1895

In reply please quote:

Our Ref : BH: 21002

3 December 2021

Mr Adam Harris
C/- 8 Brown Street
CARNARVON WA 6701

Dear Adam

Thank-you again for your letter to all Councillors regarding the personal circumstances of the Chief Executive Officer of the Shire of Goomalling and of the Contract Ranger and the effect on the Shire. I can now respond to you on behalf of the whole of Council as the response is a unanimous one from all members.

The Council originally discussed your allegations or claims in a confidential meeting and subsequently raised the matter with the CEO. The CEO was then provided with a copy of your letter and was asked to respond to the Council regarding the allegations contained within your letter. He has now done so by providing Councillors with a comprehensive letter covering all of your claims and allegations.

I would firstly advise that the CEO has registered on his Related Party Disclosure return to Council, that he is in a personal relationship with the Contract Ranger and accordingly will not be involved with any further review of that contract. This decision was by Peter's own undertaking and he has declared his interest since the inception of the relationship. Councils Auditor (the WA Auditor General) is aware of the relationship through these declarations and has registered no issues with the current arrangements. Peter does not approve payments for the Contract Rangers invoices, this is done by the Deputy CEO as a matter of course.

Your letter suggests that there is a serious conflict of interest because the Ranger issues a number of documents and that this is somehow a conflict because of the personal relationship between the CEO and the Contract Ranger, and that this will then negatively impact the community. You have not specified what that conflict may be or what the negative impact would be.

Issuing of documents - The CEO alone has the power to instigate legal actions on the Council's behalf and signs any document suggesting such action is to be taken, not the contractor, the CEO does not allow infringements to be issued by the contractor on Council's behalf unless he is convinced by evidence to do so, the Contractor does not issue compliance orders (work orders as you describe them), the CEO issues and signs those documents as you would already be aware from your own past experience.

The Contract Ranger issues dog infringements with the agreement of the CEO. The CEO is the only person authorised to revoke dog infringements so the Ranger will, after consultation with the CEO, sign infringement notices. The issuing of the dog or any infringement for that matter is by authorisation of the CEO, not the Ranger. We see no conflict with this as it is a simple compliance matter, if you comply with the law, no infringement is issued.

Written Complaint – The CEO is not aware of any outstanding complaint with regard to the Contract Ranger as at the date of your letter. If you forward the information regarding the other complaint directly to me along with contact details for the complainant, we will investigate the matter fully.

With regard to your own complaint, the CEO provided you with the requested FOI information on 30/06/2020, nearly 18 months ago and you have chosen not to respond further even though you have corresponded with him a number of occasions since on other matters including your 2020/21 firebreak compliance. The CEO has assumed that as no further contact has been made over a long period of time regarding the matter that you have let the matter lie. This matter predates any relationship with the Ranger by quite some time.

You have also indicated that you suspect or fear that other complaints may have been lodged and that the CEO may have ignored these complaints. Again, if you or your group has information regarding these allegations, please forward the contact details to me directly along with any supporting evidence that complaints were sent and received by the CEO and I will have a full investigation undertaken as appropriate. Until there is some conclusive proof regarding the complaints, we see no conflict as the CEO is removed by his choice from dealing with these complaints.

Ranger Contract & Performance – This contract was renewed on an open-ended basis with a 30 day termination clause in December 2018, some two years before the relationship commenced. This means that either party can terminate the contract with 30 days notice. The commencement of the contract predates the CEO's start date by at least three years, let alone the relationship commencement, so it is unlikely that the engagement of the contract ranger was a conflict.

The CEO is not required to report the direct performance of the Ranger to the Council but does report matters arising from the role. Your original complaint for example was discussed by the Council, again, well prior to any relationship. We see no specific conflict with this given the CEO's removal from contract matters.

Financial Risk - There is always a risk that people will be unhappy with the laws that the Ranger is charged with policing. In six plus years with the Shire of Goomalling, there has not been a single legal action taken against the Shire in relation to the Ranger. For example, Section 13 of the Dog Act states the following:

"No proceedings, whether civil or penal, shall lie against a local government or any person for any act, matter or thing done, or commanded to be done, in the exercise or purported exercise of a power or the performance of a duty under the provisions of this Act, or for any act, matter or thing omitted to be done, unless that act, matter or thing was done, commanded to be done, or omitted to be done, maliciously or without reasonable and probable cause."

This provision was formulated within the act to protect officers, contractors and local governments from vexatious complainants, unhappy residents who don't agree with the application of the State Government's law, or those who generally disagree with the concepts of registration, containment and the like. This means that a local government or a person cannot have legal proceeding levelled against them for just doing their job unless their actions are proven to be malicious. There are similar provisions in many other acts. We see no conflict or negative impact for ratepayers with this.

Future Complaints – The CEO would be required to excuse himself from dealing with any serious complaint regarding the Ranger as is currently the case. These complaints would either be dealt with by the Deputy CEO or the Council or a delegation of Councillors depending on the scope of the matter. We see no conflict with this.

“Changing out the Ranger” - The WA Rangers Association does not supply rangers, it does not arrange for relief rangers and has little, if any contact with Councils generally. It is the professional body for Rangers and it does not offer any Ranger recruitment services at all. It represents the interests of the Ranger not the Council or ratepayers.

Personal Relationships - I would like to point out that the CEO has the right to enter into a personal relationship with whomever he chooses, neither you nor the Council can determine who he sees in his personal life. This personal relationship is widely known within the district and your letter is the only contact that has been made with Council regarding any perceived issues because of the relationship.

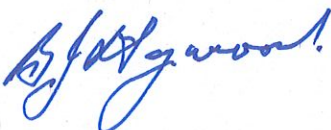
There are many instances throughout the industry and others where CEO's and their partners, sons and daughters have worked at the same regional local government office. CEO's and Deputy CEO's as partners, either of those two and administration officers or rangers, presidents and senior managers, female CEO's and works managers or works crew member.

All of these roles have worked together without corrupt or conflicted behaviour being seen or suspected. Some of those relationships would have greater potential for conflict than a CEO and a contractor who generally works 10 Hours per week for the Shire.

Our CEO has always displayed the highest ethical standards in his work and is well respected across the industry. That anyone thinks that there is a significant conflict of interest, even though he has complied with all of the requirements for related parties, doesn't actually mean that there is one, we all have differing opinions and none of us, myself included, are always right. I am sure that if there were significant numbers of people with the opinion that there was a significant conflict here, Councillors would be swamped with complaints, but this has not been the case.

In closing, the WA Auditor General has not raised any concerns regarding the relationship, no other complaint or allegation has been received regarding the relationship from members of the Goomalling community, no community member has attended a council meeting to discuss the matter, and Councillors have had no personal approaches apart from your letter. There is no proof provided that there has been a compromising of the CEO's integrity or likely to be and both the CEO and the Council wish to assist with any outstanding complaints about the Contract Ranger or any other matter.

Yours faithfully



BARRY HAYWOOD
SHIRE PRESIDENT

