



21 August 2018



Dear 

Local Government Official Information and Meeting Act (LGOIMA) request for information about mayoral and DCC defamation costs

I am writing in response to your LGOIMA request for information about mayoral and DCC defamation actions and costs. Responses to your requests are provided below:

1. A summary of all defamation actions served upon Mayor Dave Cull since his election as mayor in October 2010.

On 1 May 2012, Laurie Mains and Wayne Graham filed defamation proceedings against the Mayor in the High Court. Information on this case can be found on the DCC website, at the following location.

<http://www.dunedin.govt.nz/search?collection=dunedin-govt-nz-web&form=simple&query=defamation+case>

In 2016, Lee Vandervis filed defamation proceedings against the Mayor, for calling him a liar at a council meeting in December 2015. In July 2017, Cr Vandervis settled for \$50,000, with no apology or admission of liability.

2. A summary of all defamation threats formally notified to Mayor Dave Cull since his election as mayor in October 2010.

Apart from those discussed in question 1, there have been no threats formally notified to Mayor Cull since his election as mayor in October 2010.

3. A summary of all defamation actions or formal threats of defamation action referred by Mayor Cull to the DCC for the Council's information and/or involvement, financial or otherwise.

As provided in question 1.

4. All emails, file/briefing notes and correspondence between Mayor Dave Cull and the chief executive officers of the DCC since October 2010, relating to defamation actions served or formally threatened against Mayor Dave Cull.

I refer to my letter to you of 22 August, advising that this information request could not be made without substantial collation. We estimated that it would take approximately 15 hours to collate and review the information requested and that if you wished us to continue with this part of your request, you would be charged in accordance with our policy an amount of \$38 per half hour. As you did not advise that you wanted us to continue, this part of your request is now closed.

- 5. The legal settlement (if any) and any related staff or miscellaneous costs, incurred by the DCC in resolving any of the above defamation actions, wither served or formally threatened against Mayor Dave Cull since October 2010.**

The Laurie Mains and Wayne Graham case was settled for \$29,000.

The Lee Vandervis case was settled for \$50,000.

We do not capture the related staff or miscellaneous costs in a format that enables us to answer this part of your question.

- 6. Any public liability insurance that was paid out, and by whom, in resolving and/or settling defamation actions or formally threatened defamation actions brought against Mayor Dave Cull since October 2010, and any correspondence (incl. emails and file notes) between the DCC and their insurers on the above.**

No public liability insurance has been paid out. The amount of \$50,000 was paid by the DCC to Cr Vandervis, being the excess payable on our professional indemnity insurance policy. The amount of \$29,000 was paid by the DCC in respect of the Laurie Mains and Wayne Graham case, as it was within the excess payable on our insurance policy. There were also costs paid by the insurer directly to the Mayor's legal advisors.

The correspondence with insurers was between the legal advisors and the DCC insurers, and is therefore privileged and withheld under section 7(2)(g) of the LGOIMA.

- 7. The relevant formal DCC resolutions that do or do not effectively indemnify Mayor Cull from incurring personal legal costs against defamation actions or the formal threat of such.**

All legal action was against the Mayor in his civic capacity. As such, no resolutions have been required to indemnify the Mayor from incurring personal legal costs against defamation actions.

- 8. A summary of any defamation actions, or formally threatened defamation actions against the Chief Executive Officer of the DCC, or elected DCC councillors since October 2010, and any formal Council resolution that does or does not indemnify the CEO or councillors.**

We hold no record of any defamation actions, or formally threatened defamation actions against the Chief Executive Officer, or elected DCC councillors since October 2010. The Chief Executive Officer's employment contract provides conditions to indemnify the Chief Executive.

As we are withholding certain information, I advise that you have the right to make a complaint under section 27(3) of the LGOIMA to the Ombudsman.

Yours sincerely



Sharon Bodeker
Team Leader Civic