

MAGNUSPUB00985DOC
12/04/2010

MAGNUS
pp 00985-01030

PUBLIC
HEARING

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INDEPENDENT COMMISSION AGAINST CORRUPTION

THERESA HAMILTON ASSISTANT COMMISSIONER

PUBLIC HEARING

OPERATION MAGNUS

Reference: Operation E09/0560

TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON MONDAY 12 APRIL, 2010

AT 2.08 PM

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This transcript has been prepared in accordance with conventions used in the Supreme Court.

ASSISTANT COMMISSIONER: Thank you. Please be seated.

MS RONALDS: I call Mr Hullick.

ASSISTANT COMMISSIONER: Now, Mr Hullick. Yes, Mr Hullick, you've been called here to give evidence. You are required to answer all of the questions asked of you. You can seek a declaration under Section 38 of the Act. Do you understand that?

10 MR HULLICK: Yes.

ASSISTANT COMMISSIONER: And do you wish to seek such a declaration?

MR HULLICK: Yes, that you, yes.

ASSISTANT COMMISSIONER: Pursuant to section 38 of the Independent Commission Against Corruption Act, I declare that all answers given by this witness and all documents and things produced by the witness during the
20 course of this hearing are to be regarded as having been given or produced on objection and there is no need for the witness to make objection in respect of any particular answer given or document or thing produced.

Mr Hullick, you're required to take an oath or make an affirmation.

MR HULLICK: I'll take an oath.

ASSISTANT COMMISSIONER: Thank you. Could the witness be sworn
30 please.

ASSISTANT COMMISSIONER: Yes, Ms Ronalds.

MS RONALDS: Mr Hullick, I think you've given evidence before, I think on 26 March, is that correct?---That's correct.

10 Could the witness be shown Exhibit 98 and perhaps if I could just see it on the way and then I'll open it up at the right point.

Mr Hullick, just so you understand, I don't know if you were here before when this happened. This is a statement by Mr Tantaro who does some various work for the Council at times and you understand this is an invoice that Mr Tantaro, Mr Romano doesn't agree, but Mr Tantaro says is for the photo manipulation he did for some photo, private photos for Mr Romano. Do you understand that?---Yes.

20 Now, that's your signature?----Yes.

Do you recall signing this bill? It's December, '07 so it's - - -?---I, I don't recall but it's my signature, yes.

30 And do you, you're not able now to recall anything about it, why you would've signed it?---The only thing I can, I can remember about it was that Mr Tantaro does a lot of photography, photographic work for Council and this was just as we were about to have a weekend workshop with Councillors which involves a lot of PowerPoint presentation and et cetera so but apart from that, no.

Are you saying that because you heard Mr Romano give that evidence? ---Yes, yeah, yeah.

Not because you actually have any recollection of it?---Well, that's, I remember the, I remember the, I remember the, we had the workshops so I, yeah, that's the only, only reason I could - - -

40 And where would those workshops fall in budgetary allocation terms, that is, what component of the budget would they fall into?---They would more than likely come out of the, the General Manager's budget but we did have at different times there would be in, in the, in the General Manager's area for conferences in workshops so this, this particular one was a weekend workshop.

And so you see there that handwriting, that's not your handwriting is it? That - - -?---No.

That's Mr Romano's as I understand it from his evidence?---That looks like it might be, yes.

And so where it says, "This account to be paid from GM budget" - - -?
---Yes.

That's, he's nominating that?--- Yes.

10 You've played no role in that?---No.

And would it be correct that if it had been for what it was purported to be for, that would've been the correct place to put it?---Yes, yes.

But you understand that that's not what it was for?---I understand now, yes.

But you didn't know that at the time?---No.

20 And because Mr Tantaro was doing other work, you say you had no reason to query it at the time, is that correct?---Mr Tantaro had been working for Council on and off for the last seven or eight years, yes.

Thank you. Yes, that can be returned. Sorry, that was just a loose end. Bear with me. In relation to the engagement of Mr Becerra, if I could just ask you some general questions first. You were in charge of the civic centre project, is that correct?---Yes, well, it's probably best to answer that question by, by saying that I was put in charge or it became my major focus from March, 2007.

30 All right. That's what I was thinking to explore with you. Now, it's variously called the civic centre project and the library project, that's the same thing, isn't it?---Same thing, yes, yes.

Just confusing me, and it has several other names, the precinct project, is that - - -?---It started in 1989 so it's had a, had a number of names. That particular project, yes.

40 Now, as I understand it, Council approved the civic centre project but only in a very limited sense on 24 April, 2007, do you recall that?---That's correct. I did a report to Council on that, yes.

And that was their first, I mean, it might've had iterations before but that was the first time they'd focussed on the current iteration?---That's correct.

And now, how does a new position get created within the Council, a new employment position?---Um - - -

Do you play a role in that? If you don't, just say so and - - -?---No.

- - - those who do will come along, I'm sure, and tell us how?---Yeah, no, I, I - - -

So you know that there was a position created for the in-house architect or someone was employed as the in-house architect. You're aware of that?---
As an architect, yes.

10 Yes. And that, I'm just trying to explore with you how that position was created internally. You played no role in that?---Not creating the position, no. No, not - - -

And would not been provided with any documents that showed that it was created, it seems just to have magically appeared. Is that how (not transcribable)?---The situation was that with the civic precinct it was seen that we needed an architect to, to oversee and to look after that particular project, so - - -

20 And when do you say that was seen? You say that it was seen that we needed that, so who saw it and when was it seen?---Well, I spoke to the General Manager about it, or the General Manager and I spoke together about that and we discussed the, the fact that we needed an architect, a minimum probably three days a week, but somehow - - -

And when was that conversation?---When did we have that?

Mmm?---Just as I, just before or just as I was being appointed as the head of the, the project, if you like, in, when my, when my role changed in March, 2007.

30 Do you remember what date in March, 2007 that your role changed?---A report went to Council on 22 March. That was the official, so officially that was, Council adopted that on 22 March. That was the new structure. That - - -

And was that, sorry?---Yeah, it was around about that time. It was third, third Tuesday in March, it's around about the 20 something, I think it was.

40 And that structure, did that include the provision for a three day a week architect?---No, no. This was just the, the structure at the top, if you like. So the directors.

Right. And when did you first discover that there was a possible conflict of interest between Mr Becerra, sorry, involving Mr Romano and the employment of Mr Becerra?---Some time, it would've been some time in March of 2007. The General Manager told me that he was a, that he knew Mr Becerra. And he knew him, he'd known him for a number of years. So he didn't elaborate much more then that. I just made the assumption that

they went to, they went to the same school and they, they'd known each other. Mr Becerra - - -

But that's an assumption? The school part was an assumption wasn't it?
---Oh, yeah, no, assumption, yeah, that they knew each other. That they'd known each other for a number of years. And that, I also knew that Mr Becerra as part of Baker Kavanagh had done some work for Council, even though I wasn't involved in that. They were part of a panel. And prior to that they'd done some work on the, on the civic precinct. I was aware of that. But that's, that was as far as my awareness was of the relationship.

10

So in March, 2007 did Mr Romano tell you about Befaro?---The first I'd heard of Befaro was when I came here.

Right. And even leaving aside the name of the company, did Mr Romano tell you March, 2007 that he and Mr Becerra were at that stage planning a substantial purchase of a residential property of the block of units?---No.

With someone else?---No.

20 Or indeed anything along those lines?---No.

Did he tell you that he'd previously been in, a holder of property with Mr Becerra and their families?---No.

Which they'd held for a few years and then sold?---No, not to my knowledge he didn't, no.

And so would it be correct to say that your understanding was that there was a personal friendship?---Yes.

30

Only?---Yes.

And no business relationship?---No.

And the full extent of the business relationship has only been revealed to you during the course of this inquiry. Is that correct?---Yes.

40 Now, I'd suggest to you that from the commencement of looking at the process of engaging an architect, Mr Romano made it clear to you, did he not, that he wanted Mr Becerra employed?---We had a, we had a discussion and it was felt that because Mr Becerra had, had some previous experience in relation to the, to the, well, Baker Kavanagh, really, there was a, there was some discussion about whether we could capture that, that intellectual property that, that Baker Kavanagh had somehow. Mr Romano did make the comment at that time that he thought that Mr Becerra was having, didn't like the situation he was in at Baker Kavanagh and that he might, it might, it might be possible for him to be employed by Council.

So you say, do you, that Mr Romano told you about Mr Becerra's attitude towards his partnership?---Yes.

Not the reverse?---No, not the reverse, no.

That is, that it wasn't you who found about it and then told Mr Romano?
---Mr, Mr Becerra told me about it probably 12 months later that, he told me a bit more detail but that, that was all.

10 But we're back in March 2007 at this stage?---Mmm.

And in March or April 2007 is it correct that your knowledge about BKA came entirely from Mr Romano?---Yes, that - - -

And any difficulties or not Mr Becerra might be having?---Yes.

And I'll just put a statement to you that is alleged by Mr Romano to have been said by you so I'll just ask you to listen to this and tell me whether you agree that you said this in April 2007. "Well, Pat, we're losing a firm here
20 that we've engaged to do some works for Council on this library project. That firm looks like it's falling apart because one of the partners is leaving the company. The partner leaving the firm is the one that was working on the library project so he's leaving that partnership and potentially the rights to the documents and the work that was being done with Council could be lost." Is that what you said to Mr Romano?---No, I don't recall saying that. I recall having a conversation but it was nothing, it wasn't along those lines, no.

30 Because the, that's the information flowing the wrong way on that cast of the conversation?---Yes, yeah, yeah.

It wasn't you telling him, he was telling you?---Yes.

Yeah. And the work that had been done by Baker Kavanagh, did you have occasion to look at the retainer that had them performing work?---No, I didn't, I wasn't involved so much in the, in the early projects. I, it wasn't until March 2007 that I was really much more actively involved in the civic precinct. I had a number of other projects that I was involved in and I was involved in those but not so much the, I was more a peripheral player almost
40 if you like in the early days, yes.

But in terms of the documents held by Baker Kavanagh did you, when you took over in March 2007, look at that contract?---No, I didn't, no.

And have you had occasion to look at it since?---No.

So you're not aware that the matters resided with the Council and not with the company, the copyright and the intellectual property?---Only, I, I'd only heard that but I, no, I, I - - -

It's not something you turned your mind to in March - - -?---I, I didn't look at it, no.

Now, in relation to the first steps of the process which was obtaining advice in February 2007, you didn't have anything to do with that?---No.

10

And I'll show you, can the witness be shown Exhibit 112.

This is an advice from Maddocks that's been talked about before and it's dated, the draft is dated 21 February, 2007. Just, can you see whether you, do you see that? That's about engaging as a consultant and you'll see it talks about, that's the \$100,000 limit if you're going to have a consultant, et cetera?---Yes, I can see that.

20

Now, have you seen, prior to this inquiry, this advice before?---No, no, I haven't.

So would it be correct to say that by the time you took over or assumed the role the only discussion was about an employment of an architect, not engaging an architect as a consultant. Do you understand, you understand the distinction?---I, well, yes, I, I understand the distinction. My, my role was to get an architect on board for the project so - - -

30

As an employee?---Well, any, any way, however, you know, that's, that's the, not, not even necessarily as an employee if it could be done as a consultant, as a consultant. What, whatever's the best way.

But do you say that by March 2007, late March 2007, that was still an open question?---No, not by the end of March it wasn't no, no.

Right. By the time you became involved isn't it correct that the only status being looked at was an employee?---I believe so, yes.

40

And that this discussion and others relating to engaging Mr Becerra as a consultant, and you'll see Council may engage Mr Becerra as a consultant is very clearly set out in the focus of this advice?---Mmm.

That was all gone, wasn't it?---I believe so, yes.

Yes. And were you involved in a discussion at any stage about the consultancy wasn't going to work because Mr Becerra wanted more than \$100,000 a year?---No, I wasn't involved in that. I believed anyway the, the, that \$100,000 wasn't an issue but - - -

Why not?---Well, now I'm saying I don't believe it was an issue but no, I wasn't involved so - - -

And no one ever showed you this advice?---I think I've seen it at one stage but I, I don't remember seeing it at the time, no.

Not at the time?---No.

10 So that things about inviting expressions of interest and a declaration of a conflict of interest et cetera, they were not matters that were put before you at the time?---No, it was really just the appointment of a, of a, of a, of an architect.

And I suggest to you that it was clear that Mr Romano expected Mr Becerra to be appointed, didn't he?---Mr Becerra, because of the knowledge that he'd, that he had was, would be a forerunner if he put in, put an application in, yes.

20 And the sum of \$140,000 - - -?---Mmm.

- - - which was included in the first contract - - -?---Mmm.

- - - what if anything did you have to do at arriving at that sum?---I can't sort of, I've been trying to think where that sum sort of came from but I think it was just a, I, I don't know where the exact figure came from but it was designed, I think, to be around about what the executive, executives were getting at the time or a little bit less and above some of the other managers so it was seen to be a position that was fairly senior.

30 And that reflected, didn't it, in a discussion you had, well, at least one if not more, with Mr Romano, that is, about setting the salary level?---I, I didn't, I don't remember talking about setting that particular salary level of 140 but I would have, possibly would have discussed an amount of money, yes.

Well, did you set the salary level?---No, I didn't set it.

Well, where did it come from?---Well, it must have been Mr Romano that set it. I didn't set it, yes.

40 You didn't set it?---No, I, I didn't set it, no.

And there was no one else involved in the process at that stage apart from you and Mr Romano?---Probably not, no, no. I don't know whether the legal people were involved but no, I - - -

Well, they wouldn't be setting, I mean, Maddocks wouldn't be setting - - -?
---No, they wouldn't be setting it, no, that's true, that's true.

It has to be set internally, doesn't it?---Yeah.

And you say you didn't set it?---No, I didn't set it, no.

And Maddocks were consulted about several issues in relation to the employment, so we've looked at the engagement as a consultant and you say that you weren't party to that but the employment of someone, you dealt with Maddocks about that?---Not so much. That was really through HR. I was involved in the, in the selection with, with, with one other director and the HR manager. Once the selection was, was completed HR and Maddocks then worked out the details of a, of a contract.

All right. Well, what I want to suggest to you is that, that there was a selection process set up but in fact it was a farce, that is, the outcome was predetermined, would you agree?---No, I wouldn't agree with that.

And in fact that you said, didn't you, to Mr Cummins beforehand it is positive from a governance perspective that Council has advertised, sorry, Mr Cummins, sorry, I'll withdraw that. Mr Cummins said to you it's positive from a governance perspective that Council have advertised the position and are undertaking formal interviews of various applicants. Do you remember having a conversation with Mr Cummins during the course of the process?---About the process?

Yes, where he said that to you?---That's possible, yes.

And you said, we'll interview the applicants and then we'll appoint Albert? ---Well, I don't think I said it in those words. If Albert was the best applicant, I would've indicated that.

Well, what I'm suggesting to you, it was clear from the beginning that Mr Becerra was to get the job wasn't it?---No, I don't believe so.

And that Mr Romano had directed that hadn't he?---No, I don't believe so. Mr Romano certainly said that Albert was, was a very good applicant. I didn't, I didn't disagree with that.

It's correct isn't it the project at that stage had not progressed beyond preliminary drawings?---That's correct.

They were very preliminary?---Yes.

And in fact, I'd suggest to you that any architect could've taken those preliminary drawings and transferred them into the next stage of the process. Would you agree?---I'm not an architect, but I know that they were involved in, for quite some, over a period of time in a lot of the discussions and a lot of the drawings, yes.

Who's they?---Well, Baker Kavanagh. Yes.

What I'm asking you is to focus on the drawings and where they were as at March, 2007. What I'm suggesting to you is there was a series of preliminary drawings and that's there were and it was, it would be possible for someone else to take over and run with it?---The possibility was, yes.

10 And you needed to know that didn't you before you interviewed for the job? Because how were you going to assess the applicants if that wasn't where the project was at?---No, I don't think I needed to, my, my thoughts were that the, the, that was in Albert's favour that he worked on the project. I'm not an architect so I don't, I mean I don't understand the drawings as they stand, so - - -

Well, what did you bring to mind when you were interviewing the applicants?---We looked at, we looked at their, we looked at their experience, what they worked on, civic precincts that they might've worked on in the past. All that's, it's all there in the - - -

20 We'll get to that in a moment. If the witness can be shown Exhibit 115. To the best of your recollection how did this come about, that is that suddenly Maddocks writes to you, Dear Les, you see that's addressed to you?---Yep.

Now Mr Baird's given evidence that he addresses all correspondence to the General Manager, but in this instance it's sent to you. Do you see that? ---Yes. Yes.

30 Do you recall getting this?---I don't recall it, but I obviously, I obviously did.

Do you recall why it was sent to you?---Because at that stage I was, I'd been asked to look at appointment of a, of an architect.

All right. Well, going back to you'd been asked to look at - - -?---Yeah.

Who asked you?---The General Manager asked me to, to do it.

40 So whose idea was it there was to be an architect? Was it yours or his? ---Well, we talked about it together and I think we both agreed that we needed an architect.

Who initiated the architect?---Well, it would've been Mr Romano would've initiated it, I'd imagine.

Well, do you recall or do you imagine?---No, that's, that's just my recollection of the discussion we had, that we needed a, we needed an architect.

He was driving the process wasn't he? That is for the establishment of the position of an architect? It was clearly his idea?---Yes. Yes. Yeah, yeah.

You don't have any doubt about that do you?---No, I don't have any doubt about that, no.

It was never your idea was it?---No. I, well, I agreed with it, but it wasn't my idea, no, that's right. Yeah.

10 Thank you?---That's what I'm saying.

And on 19 March, 2007, you met with Mr Romano and Mr Baird in the conference room. Do you recall that?---I don't recall it, but I, I would, I probably did. I don't, I can't recall the, the actual detail of it, but I probably did.

Would you have any recollection of a conversation with Mr Romano when Mr Baird was present about a conflict of interest that Mr Romano may have?---No, I don't.

20

So is that because it may not have happened or because you just don't recall?---I don't recall it. I'm not saying the meeting didn't happen or a meeting didn't happen. I can't recall the meeting, but I certainly don't recall a conversation with, to me, about a conflict of interest that, that Mr Romano had in relation to Albert.

In the presence of Mr Baird?---In the presence of Mr Baird, I don't, I don't remember that, no.

30 But leaving 19 March, let's not - - -?---Yeah.

- - - don't (not transcribable)?---Or whatever, whatever date.

But any time around there do you remember - - -?---No.

- - - do you remember any conversation about a conflict of interest when Mr Baird was present?---No, I don't.

40 And do you remember having any separate conversation with Mr Baird about Mr Romano's conflict of interest and arms length process?---Not in relation to any business, any business dealings, no, I don't. No.

No, leaving, anything at all?---No, no, I can't, I can't recall anything, no.

Any hint of any discussion about that matter?---No. No, I can't recall anything like that, no.

And you don't recall, I'd suggest to you because it didn't happen. That's right isn't it?---Oh, okay. Yeah.

And in terms, if you see in the middle of, sorry, have you still got Exhibit 115 there?---Yes.

You'll see in the middle of the first page, it says, Scope of Your Instructions?---Sorry, in the middle of the first page?

10 Yes?---Yes.

Do you see that, Scope of Your Instructions, there's three dots, there's some handwriting on the side. Is that your handwriting?---No.

Advise on Council's options as employee or independent contractor. Draft a letter of offer and draft contractual documentation. Do you see that?---Yes.

20 And then there is, and this is a draft, you'll see Exhibit, sorry, no, if I could show you Exhibit 116. I think there's a clear version of this somewhere, but, and if you go sort of half way through you'll find there's, there's a tracked version, see the top of it, it's a tracked version. It's got some changes tracked on it. And then if you go through about eight, ten pages further through, you'll find a clean copy of it. Do you need me to assist you with that, Mr Hullick?---Yes. Got it.

Do you see that? It's got a head of Draft for Discussion from Wendy Richardson to you, Dear Les?---Yep.

30 Then there's five options. And then it goes through a range of matters?---Yes.

About how it could happen?---Yes.

And do you recall receiving this document?---I would've received it, yes.

40 And so was the decision to then take one of those five options and in fact pursue, as I understand it, option 2, see the second square dot. I'm not sure if they're square dots?---Yes.

Do you see them there?---Yes.

That's what it was wasn't it? He was employed as a non-senior staff member?---That's correct. Yes.

Because senior staff members have certain things arising in relation to the local government act if they're labelled as a senior staff member?---That's, there's no, apart from the General Manager, yeah, senior staff manager, a

senior staff member has to be paid in accordance with the SES level 1 or 2 or whatever it is, yes.

And there's a few other things that (not transcribable) as well?---Yes, there's a few things associated with that.

Disclosure to Council and (not transcribable) as well isn't there?---Yes, that's correct. Yes.

10 So that that's, that has a particular meaning within local government world, a senior staff member doesn't it?---It has, yeah, only in that context.

Yes?---And I think it has to appear in the annual report.

So a non-senior staff member doesn't mean that in a sort of hierarchical sense, they're not senior, but it's about that particular, the technicality of that particular phrase?---Yes.

20 And it's the second square that was pursued?---Yep.

Now, did you make that decision?---No, I didn't make that decision.

Well, who made that decision?---Mr Romano made the decision.

All right. And when was that decision made? Prior to the interviews?
---Um - - -

See, this is dated the 22nd - - -?---Yeah, the 3rd, yes.

30 And the advertisement, just to help you (not transcribable) 30th?---Yes, it would've, yes, it would've been, yes.

And do you have any recollection, what, did you have a discussion with Mr Romano and he directed that that's what it should be or what, what happened, what was the process?---No, I can't recall any, I can't recall specific discussion with him as such.

But you're clear it was not your decision?---Yes, yeah.

40 And that it was Mr Romano's to pursue, proceed on that (not transcribable)?---Yes, yes.

Thank you. And then there's a company called Recruitment Edge?---Yes.

They were contacted?---Yes.

Did you set that in train?---I'm not sure whether I did or whether HR did. I can't remember now. There was Recruitment Edge and Drake.

And Drake?---Mmm.

And then there was an advertisement?---Yes.

Do you recall that?---I do recall an advertisement, yes.

10 And can the witness be shown Exhibit 145. Just pass you this bundle. And you'll see there some page numbers down the bottom and in a stroke of genius, the person who put this collection together, managed to get the dates out of order, it being me, you understand. If I could take you to the last two pages, page 25 and 26?---Yes.

Do you see that? Do you have that?---25 and 26, yes.

Yeah, so that's the ad - - -?---Yes.

20 - - - that went in. Now, in terms of the role to develop a concept plan, preparation and management, manage blah, blah, who drafted those terms of the job?---I would think HR did. I, or probably in consultation with Recruitment Edge.

And then there's contract of employment 12 months, salary package 140? ---Yeah.

30 Now, you're aware there are a number of other terms that ended up in Mr Becerra's contract? Minimum eight hours working there, right to other work?---I, I, I did, I did see, well, I did see a contract of employment that was going to be offered to Mr Becerra, yes.

And none of those terms, and we'll go them specifically, but none of those terms are included in the ad and what I want to suggest to you is if they had been it would've been a much more attractive job for someone, would you agree?---No, I, no, I, I hadn't really, no, I wouldn't have thought so.

So you say that you, you played no role in setting the terms and conditions of the job?---I would've been involved but - - -

40 Well, what was your level of involvement?---Well, that, that we wanted a, we wanted somebody that was really to run the, the civic precinct project. That's, that's, from an architectural perspective and that was - - -

Yes, but the specific terms and conditions of employment?---Well, that was, that would've been done with, though, through HR and through our - - -

All right. I'm trying to explore with you, Mr Hullick, what your involvement was. You say to the best of your recollection none, some, a lot?---Some, yeah, some. I, I mean I, I just can't, I, I can't sort of, you

know, give a definitive answer on what, how much, how much input I had into it but it, I certainly would've had some input into it.

Can the witness be shown Exhibit 156. If I could ask you to look at the bottom half of this email. You see it says, paragraph, well, sorry, just have a moment to look at it. It's send from Mr Macklin to Tanya at Recruitment Edge and it's copies to Mr Romano and to you. Do you see that?---Yeah, that's right.

10 Dated 11 April. Now, this is after the interviews?---That's right.

So it says, "Minimum of eight hours per week, time to be documented and signed off by director"?---Yes, that's, that's what it says. That's not, not quite correct but that's what it says.

That's not correct, is it?---No.

It meant eight hours physically on site?---Yes, that's right.

20 Well, what did you have to do with setting that term?---I spoke to the General Manager about that and it was agreed that we needed an in-house or a person there that was at the office a minimum of one day a week so actually physically in the office one day a week and they would be required to work probably a very minimum of three hours up to, three days up to, up to 38 hours I think it was.

Now, when do you say you had that conversation?---That was, that was after we, no, that was, that was a bit earlier on, yes. That's, that's when it was decided that that's the sort of person that we required so that would've
30 been a bit earlier on, yeah.

A minimum of eight hours a week on site, three days a week?---A minimum three, the, the way, the way, the way I understood it was that if we appointed a, an architectural firm, we would be looking at, to get somebody that was going to be sort of on call for us, if you like, we needed about three, we needed three days a week and that, that was, I, I didn't believe that that was within our ability to, to, to do that because it was going to cost us something like maybe \$250,000 a year so, so, so, we needed someone like that, three days, at least three days a week, probably more. And we wanted
40 someone that'd be in the office at least for, for one whole day because there would be a number of meetings that that person would have to attend and, and, and then that's the way it sort of worked out anyway so - - -

But that was a critical thing for someone thinking of applying for the job to know, wasn't it?---Yeah, well, that was, that was expressed at the, the interview, that's right.

Well, it wasn't in the advertisement, was it?---How do you mean it wasn't in the advertisement that - - -

Well, go back to the advertisement. Do you see any mention there of the term and condition which is minimum eight hours a week on site?---No, that's, that's not, that's not in there, no.

10 Well, that was important for people to know, wasn't it, before they could apply for the job or even consider whether they could apply for the job, that is, they didn't have to be there five days a week?---Yeah, well, I think that was conveyed by Recruitment Edge and, and Drake when they were trying to get people.

It's not in the written job specs, is it?---It's not, it's not written there, no, I agree with you, it's not written there.

20 And it was a very important thing to know, wasn't it, for someone who was reading the advertisement?---Well, the recruitment people would've, would've, would've fleshed that out with them. I mean, they, they were actually approaching architectural firms as well.

You see, what I want to suggest to you is this, that after the job was advertised the beneficial terms and conditions were included, would you agree?---No, I, I don't, I don't agree with that, no.

Well, can you explain to the Commissioner why, first of all, do you agree that minimum eight hours a week to be on site is a beneficial term of employment?---Yes, I suppose it is, yes.

30 Well, it's very unusual, isn't it?---Well, this is an unusual position, yes.

It's very unusual, isn't it, Mr Hullick?---Yes.

Is there anyone else who works at Council who's got a minimum of eight hours to be on site as one of their terms and conditions of employment? ---No, there's not.

And I suggest to you it was important for people to know?---Yes.

40 If they were thinking of applying for the job?---Well, Recruitment Edge and, and Drake would've told them that, I, I would, I would've thought, yes.

Can I take you to the fifth one. A (not transcribable) of words clearly setting out that Albert is free to perform work for other clients but Council will be the main client. Now, that was important for someone to know, if they were considering applying for the job, wasn't it?---Yes.

You'd agree that's a beneficial term and condition of work?---Yes.

Do you know anyone else who has an automatic right to secondary employment as part of their initial employment contract with the Council?
---Not at Council, no.

No. It's a very unusual term, isn't it?---It is, yes.

And you'd agree with me that it's not listed in the job advertisement?---It's not in the job advertisement, no, not from what I can see.

10

And it was an important thing for people to know before they applied for the position, would you agree?---Again, it would have been, it would have been explained to people.

ASSISTANT COMMISSIONER: Sorry, to what people?---That anybody that was interested in the position.

20

But why would anyone be interested when it sounds like it's a salary package of 140,000 per annum for 12 months' work, wouldn't you read it that way if you saw this ad?---The, the recruitment people also approached -
- -

Well, leave aside who they approached, this was presumably an ad meant to attract somebody to this position?---Yes, that's right.

30

Well, wouldn't you agree somebody reading that wouldn't think that they could carry on private practice, wouldn't think there was some flexibility with hours, they would think it was a salary package of 140,000 for a 12-month minimum contract of employment?---Yes, when you read it, I'd agree with that, yes.

MS RONALDS: Now, only two people applied from, through Recruitment Edge, that's correct, isn't it?---Two through Recruitment Edge and one through Drake, yes.

Well, Drake would have provided you with the resume but the person's availability was restricted?---That's right.

40

Did you explore how?---No, I didn't. I can't, I can't - - -

It would have been important, wouldn't it, given the flexibility of the terms and conditions of employment that were really being offered rather than those in the position?---I couldn't, yes, I, I can't remember why, what happened when I spoke to Drake. I did ask Drake to go out and see if they could find somebody else but - - -

Well, they told you, didn't they that with the terms and conditions as listed it wasn't a very attractive position?---That's correct, yes.

And what I'm suggesting to you is that the terms and conditions weren't as listed, were they, there were two extremely beneficial terms and conditions that were not made available, the knowledge of which were not made available to any potential applicant reading the ad on the 'Net, on the Internet would you agree?---They weren't, it wasn't available on the, no, I can see that it wasn't available on the, on the ad on the Internet, yes.

10 If you turn to, have you got Exhibit 145 which is the bundle starting with that?---Yeah.

Can you turn to page 24?---Yes.

You see that's a report from you to Mr Romano dated 5 April?---That's correct.

And sets out that there was one from Drake but that was no good?---Yes.

20 And Recruitment Edge had two?---That's right.

Both these candidates were interviewed, please see attached interview summary from Recruitment Edge which recommends Albert Becerra, Albert was also the unanimous choice of the interview committee which consisted of you, Dencker and Macklin, yeah?---That's correct.

And the contract will be 140,000 per annum?---Yes.

30 And then there were a number of matters which were attached which are not attached to this one?---Yes.

So you interviewed two people and recommended that Mr Becerra be employed for 12 months?---Yes. Recruitment Edge also, their recommendation was that, that Mr Becerra be appointed.

But the final recommendation to the General Manager was the responsibility of you, Dencker and Macklin?---That's correct.

40 And did Mr Romano say to you at any stage I can't act on this recommendation, I need you to stand in my shoes because I have a conflict of interest?---No, it's, he's, he approved it.

That's his signature down the bottom, isn't it?---Yes.

So he didn't step aside from the recruitment process in the final critical decision of who would be employed?---No.

Would you agree?---Yes.

And so this goes up to him, he signs it off as approved and then it proceeds from there?---Yes.

And then the, if, you'll, you'll see the email that I sent you, that I showed you earlier which is dated 11 April, that's after this, isn't it? This is 5 April - - -?---That's right.

- - - and that email setting out the terms and conditions is dated 11 April. Do you see that?---(NO AUDIBLE REPLY)

10

The one, it's a separate document it should be in front of you?---Oh, a separate one, yeah, sorry, yes.

Yeah, and what I'm suggesting is that the recruitment process had gone ahead without those being clearly spelled out at least to the other applicant. Would you agree?---Sorry, I, I don't know what you mean there.

Well, during the course of the interview with the other applicant - - -?---Yes.

20

- - - did you discuss those beneficial terms of engagement?---Yes.

So you say you did during the interview?---Yeah, I'm pretty sure we did, yes.

Are you sure about that?---Yeah, as far as I know we did, yes.

So you'd say, would you, that a view I might have formed on reading the documents is that there's no mention of any of those, those two factors prior to this email on the 11th?---(NO AUDIBLE REPLY)

30

So you say that would be wrong and they were matters that were being discussed earlier?---Yes.

Can the witness be shown Exhibit 117?---Yeah.

You see that is a letter dated 12 April - - -?---Yes.

- - - to Les, Peter and Pat?---Yes.

40

So that's to you?---Yes.

And it sets out a draft contract and then there's a file note about halfway through the bundle dated 12 April which I understand is in Ms Richardson's hands of a conversation with Peter Macklin. Now, do you recall whether you and Mr Macklin and Mr Romano, the three of you sat down and discussed this contract or the draft contract?---I probably would have discussed it with, with HR.

And they then contact them and make some suggested changes and then there's an email sent to you as the primary recipient, do you see that, behind the handwritten note of 12 April at 4.08pm?---Yeah.

Do you see that?---Yes.

And do you have any recollection of playing any role in the actual written terms and conditions of employment or was that all up to Mr Macklin?---I believe it was done with Mr Macklin and, and Maddocks.

10

And Mr Romano, was he involved?---Not as far as I know, no. He may have been but I, I don't know, I don't know.

But you didn't have any conversations with Lindy Richardson about the terms of the contract?---No, I don't recall having that, no.

That would have been Mr Macklin's job?---Yes, probably.

So if we wanted to know more about that we'd ask him about it.

20

Now, can the witness be shown Exhibit 118 and perhaps take back the ones he's got.

Now, until recently have you, did you see this letter at the time, that is, on or about 13 April, 2007?---I think I said in my earlier evidence that, that I would have because this is, this is what I would have received but since I've, I've, I went back and checked and this is not the same document that I saw.

30 All right?---This is a different document.

All right. Well, just help me through?---Yeah.

Because there's some changes in what is the Maddocks proposed contract, even as amended and this document?---Yes.

40 Are you able to tell the Commissioner how it was that the contract was amended from the Maddocks draft, if I could call it that, that we were just looking at in Exhibit 117 to this document that is then sent and signed?---I don't know. I, I wouldn't of had this document.

So is it - - ?---All, all, sorry.

Sorry?---All I did, I, when I got the, the offer of fixed term temporary employment letter, I had, I had a look through it and I sent an email back to, I just responded back to HR and said, it looks okay to me.

Right?---Now that's, that's what I did. But this is not the same document.

Okay. So what role if any did you play in the transmogrification of the Maddocks draft into this document?---None, none.

And you say you didn't see it and were not consulted about it - - -?---I, I didn't this - - -

- - - around 11, 12 April, 2007?---No, not this document.

10 And you'll see it's signed, if you look at it by Mr Romano?---Yes.

And you don't doubt that that's his signature?---No.

And it sets out clearly that it's an offer of a fixed term temporary employment?---Mmm. Yep.

So there's no suggestion that that at stage, April, 2007, that it's a consultancy or anything like that is it, on the face of the document as you've read it?---No.

20

And that's consistent with the decision making process that you'd been party to up til then?---Yes.

But you say you were not part of the decision making process to produce this actual document?---Not this document, no.

And then Mr Becerra signed it on the last page?---Yes.

30 Now, do you say that, when do you say you actually saw this version, well this signed document?---I saw this probably, maybe twelve months later when, or maybe even later then that, it might've even been later then that, when we were going through, when we were renewing Albert's contract.

The first time?---Yeah, in 2008.

Right?---Yeah. April, 2008, I think it was.

And you were to be his supervisor weren't you?---Yes.

40 And you were to be a supervisor in terms of the eight hours a week? He had to sign a document and give it to you?---Yes.

And what process did you set in train to supervise his work?---Well, I was, I was in contact with him basically every day. He was actually, he was, he was at the office probably closer to about 24 hours a week rather than eight. That's actually in the office itself. I was aware that he was away at various meetings with, with different proponents in relation to the, to the civic

precinct at other times. I was more than satisfied that he was doing probably 40 to 45 hours a week, at least.

So this contract then is on foot?---Yes.

And what if any involvement did you have in the payment of extra amounts during the course, you know what I mean, extra amounts paid to Mr Becerra during the course of the operation of this contract?---I was, I was involved, I think I signed off as receiving or to, to indicate that the, the other services
10 had been done.

Well, how was it in your mind that there was an entitlement to an extra payment over and above what you understood to be in the contract?
---Because Mr Becerra was appointed for the civic precinct project only.

All right. That's what you understood was it?---That's exactly what I understood, yes.

And do you still have Exhibit 118 with you?---Yes, I do.
20

You'll see under position and commencement on page 1. Do you see on page 1?---Yeah. Yes.

You see the second paragraph under that? Your duties in this position will primarily involvement the management of Council's civic centre library project?---That's correct.

It doesn't say only does it?---No, it doesn't say only. I agree with you there, yes.
30

And did you look at the contract before you signed off on those extra payments?---Yeah, my, my interpretation of that was that - - -

No, Mr Hullick, please listen to the question?---Oh, sorry. Okay.

Did you look at the contract before you signed off on the extra payments?
---Not of this contract, no.

Well, it was the only one in operation in 2007 when you signed off on the extra payments?---Well, the one I signed off on was, was slightly different. But it's, but I think it still had that clause.
40

Right. And we're not going to spend a thousand hours about what primarily, I'm just trying to seek out my understanding of what you thought was going on at the time. Do you understand that?---Yes.

So you didn't go back and look at the contract that had been signed off finally?---No.

So did you ask Maddocks for any legal advice about whether there was an entitlement for Mr Becerra to claim extra money?---I didn't, no.

10 Did Mr Romano have a discussion with you about these claims?---What happened was that there were some, there were some claims. I was quite receptive of the fact that, that was the whole intent that he could do or whoever was, who had that position could do additional work, as required. And, but having said that, they went to Mr Romano for Mr Romano to say yes, it's okay.

Well, when you say they had an entitlement to do extra work, you mean and be paid by the Council?---Yeah, additional work that wasn't required in relation to the civic precinct.

20 Well, where was that ever set out in any terms and conditions of proposed employment?---I, I must admit that this, this document, after I've, after I read it later is, is badly worded. The, in the remuneration section, it's, it's badly worded. But the intent was that there would be additional, that if there was additional work that's required to be done, it wasn't related to the civic precinct, that he could be paid for it after, after getting approval.

You see, I'd suggest to you it wasn't badly worded, it reflected the position as agreed, doesn't it?---No, I think it is badly worded. As a matter of fact the, the second, the second document, which is the, which is almost identical to the one that I first saw, in other words, the year 2 one, when I read that through, I thought that that, again that was badly worded in the remuneration side of it. And we, I, I, and I asked him to change that.

30 Well, let's not get ahead of ourselves?---Okay.

You say do you that on your understanding of the contract, you're the person who's authorising the payments?---Yes.

40 And we've discussed before about what your understanding, about your responsibilities are at that point. There is nothing in the remuneration clause is there that says there's any entitlement to extra payments apart from the \$140,000 a year?---Well, that clause 4 was supposed to reflect that, but it hasn't.

It doesn't does it?---No.

There's simply no basis for extra payments set out in this contract is there? ---Not in this contract, no, I agree. I agree.

Thank you. And do you recall a conversation where Mr Romano asked you to work out an hourly rate of pay to pay Mr Becerra for additional work?---I

do remember looking at, I think it was the panel, the panels, those panels, and trying to get some sort of average there and what the panels were - - -

Come back a step. I asked you a very specific question?---Yes.

Do you remember Mr Romano asking you to work out an hourly rate to pay Mr Becerra for additional work? Not what you did, I'm asking, do you understand?---Yeah, I know, I know, I know what you're saying, yes. No, can't, I can't, I can't say I do.

10

Because if he'd asked you to do something like that you would have done it wouldn't you?---Yes.

See, what Mr Romano says is he asked you to do it and you failed to do so, you failed to act on his request and so he, Mr Romano, agreed to a rate of \$200 an hour to be paid to Becerra for additional work. But you say you have no recollection of Mr Romano ever asking you to do so?---No, I don't recall.

20

He said, come up with an hourly rate?---No, I can't recall that.

And this would've been, I assume, but I don't know, during the course of, the earlier part of 2007, prior to April, 2007?---Yes, probably. No, it might've been later than that.

But you don't know?---No, well, I wasn't that question, no.

Right. And you're clear about that?---Sorry, I, yeah.

30

It didn't happen?---No, it didn't happen, so there was no (not transcribable) (not transcribable)?---That's right.

We'll get into all sorts of existential angst. If you turn to page 10 of Exhibit 145. This has been put together by the Commission. You see this table?---No, I haven't got that one.

Sorry. Can the witness have Exhibit 145 back. Do you see that?---Yes.

40

See there's a table which has been put together by the Commission and then behind it are a series of invoices?---Yes.

You see they've all got the same date, the 11th of March?---That's right.

And they have an hourly rate of \$200?---Yes.

Now, you've approved them all?---I (not transcribable) the work's been done.

Yeah. How did you know?---I, I would've checked with the individual people and I also knew some of the stuff that, that had been done as well, so
- - -

How did you know how many hours had been involved?---I must admit I couldn't, I, I didn't tally the hours.

10 And how did you think that \$200 per hour was the right sum to sign off on?
---Well, I, that was, that was around about an average of what the, what the architectural consultants pay, but \$200 wasn't a, wasn't a major factor.

Just turn to page numbered 17?---Yes.

Now, this one, Mr Becerra diddled himself because it's been worked out wrongly. Do you see that? You see 38 hours at 200 comes to 7,600 or something, significantly more than 2,400?---Yes.

20 But it appears he was, he claimed the wrong amount and was paid the wrong amount and you've signed off on that, so what process do you engage in before you sign off on it? You rely on others, do you, to do the mathematical checking?---Well, I, I signed off on the fact that the service had been provided.

The 38 hours?---Well, I - - -

30 The Elsie Street car park?---I must admit the 38 hours, no, I, I didn't, I didn't check the 38 hours but that, that was approved by the General Manager so I've signed off to say that, that, that's okay to pay because the, the meetings et cetera, things associated with the Elsie Street car park had been undertaken.

But how do you know? There's no schedule to it that says what it relates to?---No, there isn't a schedule but - - -

It could be a figure just pulled out of the air, couldn't it?---No, not really, because these things had, these things had to happen.

40 Well, there's no date span when you look at any of these invoices. There's no period suggested that the work occurred in and when you add them all together there's a significant number of extra hours being claimed for, would you agree?---Yeah, well, obviously that one's wrong, the 38 hours is, is - - -

All right. Well, look at the one at page 13. It has no hours at all. How was that worked out? How did you know that one was correct?---Again, I didn't, I didn't sign off that as the approving officer. That was signed off

by, by my, by the, by RT who is the, the person in charge of the Woodstock Child Care Centre so - - -

Well - - -?--- - - - he signed, he signed off, that off to say that what has been, what has been put there is, is, has happened and all I'm doing, I'm just saying, well, okay, it's been received so - - -

But how do you know what it is that's been received?---Well - - -

10 There's no hours there so you have no idea what you're talking about?
---Well, I, I would've asked Mr, Mr Teo at the time if everything that was there has, has been undertaken. That's what I would've done with any of them.

There's no schedule to it attached to say what the date span was and when it occurred, would you agree?---No, there's nothing there, I agree with you there.

20 No. I put to you there's no factual basis to pay any of these invoices, would you agree?---Yes, there is, yes.

Well, where?---This work, this work had been done.

How do you know?---Because I would've checked with, in that instance, I would've checked with Robert Teo.

30 And asked him about a blank number of hours? How could you possibly have checked with Mr Teo that there had been no hours performed at \$200 an hours which ends up being \$5,800 worth of work?---Yeah, well, I know that, that, that the number of hours is missing there but I asked him if that work had been done. I would've asked him if it had been done.

(Not transcribable)?---The, the, the, architectural services for the child care centre. What's, what's, what's, what's written there.

40 Well, when you signed all these, did you worry about how long they ran backwards, that is, what periods they actually covered, because you'd agree when you look at it you can't tell the dates it's being said the work performed?---I would've checked to see that everything that's here would, would've been done. That's what I'm signing off as the receiving officer saying that the work that, that, has been, been undertaken. The approving officer has signed off to say that, also saying that that work has been done and that it's, it's approved for payment.

Just turn back a page then. Leave the one that doesn't have, go to page 11, 44 hours. How do you know when the work was done?---Well, again, that's signed off by the Director of Planning.

No, I'm not asking that. I'm asking do - - -?---Sorry.

- - - you have a responsibility? Do you understand that when you sign these things you are exercising a responsibility because if you don't sign it doesn't get paid?---I'm signing - - -

10 That's what's the signature's for, isn't it?---Yeah, well, that's, that's, that's approved, that's, that's approving officer at the bottom. I'm saying, I'm signing it to say that the work has been received, that the work, the work or the service has been received, it's been done.

And I'm trying to find out from you, Mr Hullick, how you would know, on the basis of what I would say is a very poor invoice, that 44 hours had been spent on the Burwood town centre LEP?---Because I would've asked Mr, Mr, the Director of Planning. I would've asked the Director of Planning.

Well, did you? Do you have any recollection of that or are you just speculating?---No, I would've, I would've asked him and he signed it.

20 I'm not worried about him at the moment, I'm worried about your signature?---Yeah, okay.

From which, on the invoice you can tell no details at all and when you add these together there is a significant number of hours of extra work being claimed but you say, do you, that on the face of the document plus some conversation with someone else, you were content to sign it?---Yes, I was. When, when I got these I would, they would've been all approved.

30 And you didn't turn your mind to whether there was a contractual entitlement or what that might be?---My understand was there was a contractual entitlement.

And you agreed with me that there's nothing in the contract as signed off by Mr Romano that gives any basis for these payments?---When I look at that contract I agree with you, yes.

40 Thank you. Now, in relation to the 2008 contract, could the witness be shown Exhibit 199. This is dated 15 April, 2008. What, if anything, did you have to do with the terms and contents of this (not transcribable)?
---This is, this is very, this is almost identical to the one that I, that I'd seen in 2007.

Are you saying that the one you thought was being signed in 2007 someone how life breathed into it in 2008?---Well, this, this is, this is the, this is very close to the document from 2007, the, the one I saw.

All right, but I'm asking you - - -?---Yep.

- - - what, I anything, you had to do with it in April, 2008?---Yeah, I, there was, there was some discussion about, there was discussion about the payments that were made to Albert and - - -

The extra payments we've just been looking at?---The, the extra payments we've just been looking at and it was decided that we needed to fix up that remuneration clause to, to what it should be and it's still not right. It, it, as a matter of fact I had a look at that and if you read clause 4 you'll see that it doesn't make sense in, in the context there.

10

No, makes no sense at all?---No.

No?---Because that's not the way it was supposed to be written. As a matter of fact I, I, I'd actually changed that to make sense but the document that, and then when I've left the document with HR for whatever reason it's been put in that way and it's not, it's, it's obviously not correct. It's not the way, it was not the way that I intended, there was no clause 4 in the remuneration. It was a separate, supposed to be a separate paragraph and that's not what occurred. When, when the document's gone off, again, same situation. It's, it's, it's, it's left me and whatever's happened it's, it's, it's come out this way. And you can, when you read that clause 4 you can see it doesn't make sense. And, and that's no, that's not what it was supposed to be because it's not what I - - -

20

In fact, a very superficial reading of it shows it doesn't make sense, doesn't it, and that's why you changed it?---Yeah, that was, it was changed, yes.

Well, but it wasn't, you accept that this is the one that's signed?---Oh, yes, but again, that goes off to HR, I don't, I don't have, unless I specifically ask I don't have access to personnel files so if it goes off HR then take over, they go and they get, they get the document signed, it goes up to the GM, he signs off on it, et cetera, it goes on the file. I have no, no need to go back to personnel files except for some, you know, unless I have some specific reason so that sits on the file, that would have been sitting on the file for probably, probably 12 months before I saw the, before I saw the document.

30

But you think he's being engaged on one set of terms which is in fact not the set of terms that he's engaged on at all?---Well, well, that clause - - -

40

That's correct as I understand it?---That clause, that's right, that clause was different, yes, yeah, yeah, but it still, you can see when you do read that clause that there is a, there is a, we are talking about additional work et cetera and that's the way it was supposed to be but the way it's written in there it doesn't make sense at all and - - -

You had no hand in this paragraph?---Yes, I did, I did.

No, not in its final form as signed?---No, no, no, no, not in this, no.

And the remuneration package had gone up to 145,000, do you see that?
---Yes, I do.

And what role if any did you play in that decision?---I think it was just a percentage increase.

No, that's not what I asked you, Mr Hullick?---Oh, sorry.

10 What role if any did you play in increasing it from 140 to 145,000?---Very little. I, I, I don't think I, most, most peoples remuneration went up over the year and I think it was probably just an adjustment.

And did Mr Romano in April 2008 say to you I have a conflict of interest would you please execute the contract of employment for Mr Becerra?---For 2008?

Mmm, well, this is the 2008 one we're using?---Yes, I know it's the 2008 one, yes, yeah.

20 Yeah?---Yeah, sorry, no, no, no, no.

If you go to the hours of work which is at the top of page 3?---Yes.

You'll see it says in the brackets, so your ordinary working hours up to a weekly maximum of 38 plus reasonable additional hours averaged over the term?---Yes.

30 Now that seems to conflict, does it not, with the paragraph earlier we were looking at?---No, no.

You meant to, is it your reading of that that that carries inferentially with it and those extra hours you will be paid extra money for?---No, I think that was just, that, that was in the original contract that working up to a weekly maximum of 38 hours.

No, plus, you see that word, plus reasonable additional hours averaged over the term?---Yeah, that's right, yeah, that's right, that was in the original.

40 Yeah, I'm just asking you what you thought that meant if you didn't think it reflected the extra payments of \$100 an hour.

ASSISTANT COMMISSIONER: Yes, but, sorry, the original contract didn't have any hours in it.

MS RONALDS: No?---No, I know, that's what I'm saying, well - - -

ASSISTANT COMMISSIONER: Well, no, I'm sorry, you've totally lost me?---Sorry, yeah.

The eight hours was mentioned in the - - -?---The, the original contract I saw had that in it. The one that was signed didn't.

MS RONALDS: The contract had - - -?---The one that was signed didn't.

10 Well, the valid and operative one didn't, the one that was executed by both parties?---No, that was not, that's right, that didn't, yes, I agree, I agree.

So somehow it gets back into this one?---Yeah, because this was, this was supposedly reflective of the original contract and then I looked at that other clause, that clause 4 which is still not right.

20 ASSISTANT COMMISSIONER: But the next paragraph in this contract says if he does any additional hours it's included in the remuneration package and he doesn't get paid for it. Isn't that what that says? You agree these additional hours is reasonable and your total remuneration package includes compensation for these additional hours?---It doesn't make sense if you, that, that doesn't make sense.

We know that, it doesn't, it doesn't make any sense but - - -?---No.

- - - was this in the contract when you saw it, this second contract?---That was and that's what I, I actually, I think I did some handwritten stuff to change that but it was never changed.

30 All right?---That's what I'm saying, it was never changed.

MS RONALDS: In late 2007 or early 2008 did Mr Romano ever have a conversation with you that the library project was not progressing as quickly as he thought it would?---He possibly did, he talked on many occasion about, about it's not, things aren't moving quickly enough, yes.

And did he seek to explore with you the reason for the delay, this is late 2007 or early 2008?---In, in what sense?

40 Well, if it's not progressing as fast as he thought then he must have some sort of timeline in mind and there must be a delay in the timeline?---Yeah, well, there was a couple of major, major delays. The major delay with the precinct was the LEP.

So it wasn't the rate of work of Mr Becerra?---No, no, it wasn't the rate of work of Mr Becerra, it was the, it was the fact that we reached a stage where we, where we were sort of, we were wanting to move ahead but the LEP was stopping us from moving ahead. The, the failure of the LEP to be gazetted was stopping us from moving ahead at that stage.

Now, did you have a conversation with Mr Romano about the bundle of invoices we've just been looking at where he said to you these need to be processed as quickly as possible?---The, the four or five you were just talking about?

Yeah?---I think he did say that to me, yes.

10 And what did you say?---Well, if he, if he was approving them I'd, I'd, I'd move ahead with them.

Have you got the bundle still there?---Yeah.

If you could look at page 23, you see that's an email, do you see that?
---Yes, I do.

An email dated 16 June?---Yes.

20 And it says the advice should extend into whether the attached document is satisfactory in relation to AB being a consultant contractor who is retained by the Council. Do you remember that coming up at all?---I do. Mr, Mr Romano was asserting that Mr Becerra was under a, under a contract and was not an employee.

Okay, well, that, that's back two pages, if you go back to 21 so you don't have to rely on your memory?---Yeah.

30 Now, he never challenged you about the selection of Mr Becerra did he?
---No.

He fully supported it, didn't he?---Yes.

And there was, he did, was it he who suggested the appointment be for 12 months?---Him and I talked about whether it should be 12 months or 18 months I think but initially it was 12 months, yes.

And the discussion about being engaged to work on the civic precinct, that never happened, did it?---To only work on the civic precinct?

40 Mmm, mmm?---Yes, that, that's correct, that was Mr Becerra's role.

Well, it's not what's reflected in the contract, is it?---It's there, yeah, well, okay, you can argue about primarily I suppose but that was his role, that was his role.

Well, what does primarily mean to you?---First.

Thank you. You see, just go above that, I just, Peter, I dispute your suggestion that Mr Becerra was employed as an employee of Council. Now there was no doubt in your mind was there, that Mr Becerra was offered a contract of employment?---Not at all.

For twelve months?---That's right.

And that any view that Mr Romano had, that wasn't, you'd agree, was not based on any of the documents - - -?---That's correct.

10

- - - that he himself had signed?---That's right. That's correct.

And you see this document, this email was sent to Mr Gorry. Did you know who Mr Gorry was? You'd had a number of meetings with Mr Gorry?---I do know who Mr Gorry is, yes.

In June, 2009, you'd attended some meetings with Mr Gorry hadn't you?
---Possibly, yes.

20

Now do you recall receiving this email?---Yes, well I'm there as a cc, so I would have, yes.

And do you remember at all wondering why Mr Gorry would be sent an email that is clearly a matter about Mr Becerra's employment?---Only that by this time that Mr Gorry was acting on behalf of Mr Romano for the ICAC inquiry, so he's obviously cc'd him in.

30

Did it concern you that someone outside the firm, outside the Council was receiving internal Council documents?---I hadn't really, I hadn't really considered that. Mr, Mr Romano obviously made his mind up that he would send Mr Gorry that. I was cc'd in and I had no, I mean it's, it's at odds with what, what I was thinking anyway, so - - -

Well, it says, I note that I would not have agreed to engage Mr Becerra as an employee if these terms were not agreed to. Now it's clear that the person who's signed the contract of employment was Mr Romano?---That's correct.

40

So did you wonder when you received this?---Yes, he was wrong.

Did you go and say to him, you're wrong?---Yeah, I did.

Orally?---Yes.

What did you say to him?---That that's, that's not correct, that Mr Becerra was an employee of Council. Was employed as an employee of Council, not, not as a contractor.

And did Mr Romano say, I can't really talk to you about it because I've got a conflict of interest?---He didn't mention a conflict of interest there.

So you engaged in a discussion about the terms of engagement of Mr - - -?
---Well, it was pointed out that he'd signed the documents as an employee.

Right. And did he then say, oh, sorry, I've made a mistake?---Well, I'm not sure if they're the words he used, but he, he obviously, he obviously signed the documents so he would have to say that he, he was wrong.

10

Now Mr Becerra, I'm not sure if you're still got Exhibit 119, which is the April, 2008 contract?---Yes.

But if not, we'll just pull it up on the screen?---Yeah, I've got it.

You see it's for a twelve month term?---That's correct.

Now the next document as I understand it is dated 23 September, 2009, and I'll show you that in a moment. Did Mr Becerra cease any work between 23
20 April, 2008 and 23 September, sorry, 24 April, 2009 and 23 September, 2009?---No, he continued to work. Yes.

On what basis do you say?---On, under the employment contract.

Well how?---Well, we were, we were negotiating his, or we were changing his contract then, so it was just a matter of timing really.

Well, it says your terms of employment will be for a fixed term of twelve months and a further term will be offered under a new contract, so there's
30 nothing, there's no term that enables this one just to roll on until something else is sorted out is there?---Well, it doesn't say that. I agree with you, yes.

Well, where do you say is the contractual basis to pay Mr Becerra anything between 24 April and 23 September, 2009?---Well, he was still working for us. He was still working for us under, under this, under this contract.

Well he wasn't was he? It was a twelve month contract and the term had finished. So he wasn't working under this contract?---No, but the new, the
40 new contract was, was being prepared. I mean, I wasn't preparing the contract, the legal people were doing that. That was being prepared at the time.

I'm just trying to explore with you, you were his supervisor?---Yes. I knew his contract was, was running out, so we, we organised to, to have a, a new, he was going to continue on, so we needed to re-employ him, so it was just a, just a timing thing really. But by the time they got it, something new for him to sign.

So would it be correct, if I can interpret that, that the terms of a contract don't really matter, you just pay them anyway?---No, because it was always intended that he was going to be, going to, going to, to keep going.

Who did the performance reviews of Mr Becerra?---Well, performance reviews were, I was, I was involved with, with him every week. I mean I could see what he was actually doing. We didn't do a formal performance -
- -

10 Right. So there's no formal performance review at the end of the 2000 contract, before you enter into the 2008 one?---There wasn't a formal performance review. But I mean, obviously Mr Becerra was doing exactly what he was requested to do.

You understand that public sector best practice, people have to be subjected to a performance review on an annual basis? That's best practice isn't it?
---Yes.

20 You know that?---Yeah.

You've got a contractual term that says a further term of employment will be offered under a new contract if your performance remains at a satisfactory level?---That's right.

30 Well, what review did you do of his performance to ensure that that was met?---Well, I could see what he was doing. I mean a lot of the things he was achieving, he was supposed to achieve, he was achieving. It was, I didn't sit down with him face to face and say, you know, you're doing this, you're doing this, you're doing that. I mean I could see it everyday. I was involved with him everyday.

So there's no setting of KPR's for him by you?---Only to meet the guidelines, only to meet the various things that we were doing in the civic precinct, which he was doing. He was doing it on a daily basis.

40 But when we want to look at how we determine whether that happened or not, there's nothing that will help us. Is that correct?---There probably is the civic precinct minutes that were held every week, where it says there that, the, the various stages that he was involved in. There was architectural meetings every week, that I, I attended not necessarily all of them, but I attended a number of them, where certain, certain things were set down and said, right, by next week we want, we want this matter addressed. We'd go in next week and that matter would be addressed.

Now I've got a, what I understand is the third document, which is 23 September, 2009, is it your view that I'm missing one and there's something from April, 2008, sorry, April, 2009 through to September, 2009 that

authorises or permits some legal contract to - - -?---There's no, there's nothing in between as far as I know.

And what role if any did you have in the engagement of Architects Becerra for consultancy services?---This is from - - -

This is September, 2009?---Yeah, well, that was, that was done, that was done through HR and through our legal people.

10 All right. If I could just ask you the question again. What involvement if any did you have in relation to moving - - -?---My, my only involvement was that I was advised that we should move Mr Becerra from an employment contract to a, to a, another sort of, the type of contract you're talking about.

And who told you that?---Mr Becerra, ah, Mr Romano.

So Mr Romano said that did he?---Yes.

20 And did you ask him why?---He just seemed to think that it was better to have it as a, as a contract for the company rather than, rather than individual.

And did you say, well we better get some advice from Maddocks or someone?---Well, I think it was advice that was received from Maddocks in relation to it.

So there's some advice from Maddocks is it?---Well, I, I believe that, that was done through our HR, through HR.

30 But it was your understanding it was Mr Romano's decision that that change be made?---Yes.

It certainly wasn't your decision?---No.

You weren't consulted about it in that is in a co-operative consultative manner. You were told that it was going to happen. Is that correct?---I was told it would be better for him to go back on to, for Becerra, whatever the company's called, should become the, sorry, it should go back that way, rather than an employment contract with Albert.

40 So that the employment contract was then, well, it had already expired. I'll show you this document. You'll see this is dated 23 September?---Yes, I do.

And it's signed by you?---Yes.

What role, if any, did you have in the development of its contents?---I would've been involved with, with, in relation with to HR and HR also

would've been involved with, with our legal people in relation to the drawing up of this.

Is that speculation on your part, Mr Hullick? Do you actually remember it or are you just guessing now?---No, no, I, as far as I know it was through, through HR and through either Darren Gardner or somebody at, at Maddocks.

10 So you have a clear recollection about that?---It was either Darren Gardner or one of the, one of the other people at Maddocks. I, I'm pretty sure.

Well, if it was an employment matter it would've been Mr Gardner or someone in Maddocks, wouldn't it? That's what I'm seeking to explore - - - ?---I think - - -

20 - - - with you is whether you have a specific recollection of Maddocks providing some advice in relation to this matter or whether that's just your speculation because you think that's what would've happened?---It may not have been. It may have been, it may have been Edgeworth. I'm, I'm not, I'm not sure now.

All right. And what process did you take to, before you signed it, to ensure that this was a proper and appropriate step to take for the Council?---Well, I spoke to our, to, to HR. I don't think I spoke to Mr Romano about it. I read it through obviously. I, I was, I was, I think I questioned whether, whether our legal people had had a look at it. They, they did. I mean, I didn't draw it up. It was drawn up by, by our legal representatives.

30 And I'm - - -?---And I was, I was happy with it.

All right. The copy I've been given sadly, in paragraph 2 refers to services listed in attachment 1 which I regret that is not attached to the one I've given you.

ASSISTANT COMMISSIONER: My copy is missing a second page too. Does yours have - - -

MS RONALDS: Should be on the back.

40 ASSISTANT COMMISSIONER: Mine, no, mine goes from clause 6 to 15.

MS RONALDS: You've got the, you've got the mug's copy.

ASSISTANT COMMISSIONER: Mine doesn't say anything about remuneration.

MS RONALDS: No, it doesn't, sorry, no, they all do. We've managed to not have the full document. I'm sorry, we'll attend to that overnight, yes, because there's no remuneration amount in it.

ASSISTANT COMMISSIONER: Well, I was just going to say, how, how did anybody know what this contract was worth?

MS RONALDS: Yes, well, that's right, because there's no (not transcribable)

10

ASSISTANT COMMISSIONER: Was there ever an amount in it, Mr Hullick?---I'd have to, I'm assuming there was.

MS RONALDS: Sorry, there is a full copy here. The pixies will be flogged later. The sum is 145. As I understand it the new limit is 150 so that that would then come under. I'll just show you this, Mr Hullick. You're the only one with this page so treat it with due respect and don't do a Mr Baird and write on it. You'll see that sets out in paragraph 7 to, and it sets out a sum of 145,000. Do you see that?---Mmm.

20

So you satisfied yourself that that was appropriate?---Yes.

And you signed off on it?---That's right.

Now, could the witness be shown Exhibit 157.

Now, you see that handwritten note - - -?---Yes.

- - - on page 2?---Yes.

30

Have you seen that before and you understand that's written by Mr Romano, you recognise his hand?---That's correct.

Signed by him?---Yes.

"Given that I have a conflict of interest, I feel I should not determine or sign off on this matter." Do you see that?---Yes.

40

Now, have you seen this on or about June, 12 June, 2009?---I haven't seen with that writing in it.

So you wrote the original memo?---Mmm.

But you've not seen that handwriting on it?---No.

Is that correct?---That's correct.

Did you have any discussion with Mr Romano at any stage about he shouldn't sign off on it because there was a conflict of interest?---No.

Well, why were you signing this one when you hadn't signed the other two?---Sorry?---

Why were you signing this one, this agreement, when you hadn't signed the two contract of employment?---No, I'm only signing the, sorry, this?

10 Yes. You hadn't signed the two contracts of employment?---No, that's right.

But you suddenly, not suddenly, but - - -?---Yes, no, I, I agree - - -

You signed this one. I'm just trying to explore with you why you thought you were stepping up to the plate at this point?---I, I assumed that I would've been asked to sign it, have a look at it. This was changing from an employment to a contractual arrangement.

20 But do you have any recollection of Mr Romano asking you to do so with any explanation nor no explanation?---Except that I was saying earlier where it, it moved from a, a employment to a company and, and, and I signed it in that context, yeah.

Yeah. And I'm just trying to explore with you why you would've. Was there some discussion about it, was this note drawn to your attention?---I never, I hadn't seen this note, no.

30 Until today?---No.

If I could tender the full copy and we'll provide our friends with a full copy of the September, 2009.

ASSISTANT COMMISSIONER: Yes, well, that will be Exhibit 159.

**#EXHIBIT 159 - LETTER FROM MR LES HULLICK DATED 23
SEPTEMBER 2009 RE OFFER OF ENGAGEMENT TO
ARCHITECTS BECERRA P/L FOR CONSULTANCY SERVICES**

40

MS RONALDS: I have nothing further at this stage for this witness. Sorry. I note that the annexure is still missing and we'll have to endeavour to see if we can find it.

ASSISTANT COMMISSIONER: Yes. All right. Well, does anyone wish to apply to cross-examine Mr Hullick at this stage?

MS McDONALD: Yes, I do.

ASSISTANT COMMISSIONER: Ms McDonald.

MS McDONALD: Mr Hullick, are you aware that a cross-functional team was established in around about 2003 to give advice to the Council in relation to the civic precinct project?---I, I can't really recall that. I, I didn't start till the end of 2003.

10 All right?---So I'm, I'm not sure, that could've happened, yes.

And so as I understand the evidence you've just given, you did not have a great deal of involvement in the project until 2007, is that accurate?---Yes, I, I was involved in something like another eight or nine different projects and, and the main focus on, on the civic precinct didn't start occurring until March, 2000, till the end of early March, early 2007.

But I think you also said and maybe it was a slip of the tongue but maybe it was correct, that the proposal for the project had been around since 1989, is that, did you mean to say that?---Yes, I did, yes.

So it's been around for a long time, the concept of redeveloping the precinct area, is that correct?---It, it, it sort of, it moved from let's, let's build a new library in, or let's, let's acquire some land for a new library in 1989 to a, to a civic precinct in 2003 or 4 or whatever, so it sort of moved from the, the initial thing was, let's look at, this is from what my understand of when I've looked back at the records, we need to build a new library, let's acquire some land. So we acquired some land, so Council acquired some land. It wasn't until 2003 that Council even decided where the civic precinct or the library was going to be, going to be put. It was actually not till 2000 and, I think it was 2005m, 2006 that Council actually made that decision.

I see. And are you aware that in around about that period, 2005, 2006, that Baker Kavanagh were involved in the conceptualising, the advice to Council generally about the whole proposal?

---I was, I was asked in 2005 to call for expressions of interest for panels.

Yes?---And that was, so that was really my involvement, if you like, in the, in the precinct project in the early stages. I went through that process, that took through to 2005, 2006.

Yeah?---2006 Baker Kavanagh were appointed as one of about six or seven I think it was, six or seven architects.

Yes?---There was a, there was something like 10 or 12 different types of services and the architectural services Baker Kavanagh was, was one of the

Was one of those firms?---Was one of those, yeah.

So can I get this clear. So there was, in around about 2005 there was a number of different panels of different disciplines - - -?---Yes.

- - - through a tender process that were - - -?---Yeah, called for expressions of interest to go on a panel, yes.

10 Yes. And they were appointed and contracts entered into with all those various service providers including a panel of architects?---That's right.

And Baker Kavanagh was part of that?---That's right.

And you were part of that process?---I was involved in, in the panels, yes, the, the, the whole panel process, yes.

20 And isn't it correct to say that at, in and around that time Mr Romano made a declaration as to his relationship with Mr Becerra and, and hence with Baker Kavanagh?---I don't remember that. As I said, I, I was, my, my dealings with the civic precinct was that I was bought in at that stage to, I attended the odd meeting but I didn't attend very many. I never met, I never met Mr Becerra at the time and my, I was requested as part of the civic precinct, oh well, project I suppose, to go out and call for tenders for expressions of interest for panels so that, that was my involvement. I wasn't told, I wasn't told at any stage there that I can remember that - - -

Can I ask that the - - -?--- - - - about Baker Kavanagh.

30 I'm sorry to cut you off. Can the witness please be shown Exhibit 107.

Now, if I can ask you to turn to page 2 of that?---Mmm.

You'll see that paragraph, this is a letter I understand from Maddocks that was sent to Deloitte Touche Tohmatsu to Mr Rory O'Connor and Mr Andrew Marsden. Have you ever seen this letter before?---I can't recall having seen it, no.

40 Now, I understand, do you know why Deloitte were, would have been sent a letter in relation to the civic precinct project?---They were the probity auditors.

They were the probity auditors. So you were aware of that?---Yeah.

Over on page 2 at paragraph 2.1 you'll see it says, As you are aware, the General Manager made declarations at the meeting of 18 April, 2005 regarding his prior dealings with McLachlan Lister as a contractor and his close friendship and prior business dealings with the director of Baker Kavanagh Architects, Albert Becerra?---Yeah, I can see that.

And then the following paragraph, 2.2 a declaration dated 14 April, 2005 has also been forwarded by Albert Becerra declaring he has known Pat Romano for some years and have had business dealings with him prior to his appointment as General Manager of Burwood Council. Are you saying you have no recollection from around about this time of anything to do with those declarations?---No, I, I don't recall them but I mean obviously I can see that they're there but I, I don't recall them. I wasn't involved in the, in the civic precinct very much at, at that stage.

10

But nevertheless you were involved in the set up of the architect's panel and other panels?---Yes, I was, I was.

So you were managing the expressions of interest?---Yes, I was.

Now, I understand that you interviewed Mr Becerra for the position in or around about early April 2007?---That's correct.

20 And that was following job advertisements, a job advertisement being published?---Yeah.

Where was that published?---It was on Seek I believe but I, I, I just can't remember off, offhand where - - -

It was on Seek?---Yeah, I can't remember where else it was but I think it, from my, if I remember correctly I think it was in architectural, some architectural magazines or, as well and it was also, there was on the other side of it the, the recruiters also approached architectural people, if you like, or, or - - -

30

And just to take a step back, you said, you gave some evidence of having meetings with Mr Romano where you discussed the need to get an architect on staff or someone who you could have ready reference to?---Yeah.

I understand, was that, what precipitated that? Why, why were you having those discussions?---Well, with the civic precinct there's, there was, it was just vital to have an architect that could look at the whole project. We there, there were, there were something like 14 or 15 minor, minor projects if you like associated with, with the, with the, with the whole, the whole, whole project.

40

But didn't you have panels of architects that were doing this job or one of those members of the panel that were doing those jobs?---Well, the reason, the reason, the reason we went away or the reason we went away from the panel is because it was going to cost us too much money to use the panel to do what we wanted it to do. We really needed somebody that was going to be there on a much more, a much more regular basis if you like and really put 100 per cent of their time or near enough 100 per cent of their time into

the civic precinct and by using people on the panel it was, we weren't going to get that, we weren't going to get that and at the same time we weren't going to get, it was going to cost us a lot more money.

I see. And were you aware, I mean, I think there was some, were you here today when Mr Baird was giving evidence?---Yes, I was.

10 And so were, did you hear him say that, that Mr Becerra in his role as a partner with Baker Kavanagh was regarded as the team leader of the project up until this point?---Yes.

And so is it true to say that Baker Kavanagh were taking the lion's share of the work of the, on the panel, of the, of the - - -?---They, they were taking a fair bit of the work even though I do remember there was another company called Stanisic I think that we were using as well.

20 And so, and what was it, what, the, of the personnel from Baker Kavanagh, who, who was involved from Baker Kavanagh?---Well, I understand Albert was but - - -

Anyone else?---I don't know. I, I wasn't really, as I said, I, I wasn't, I wasn't sort of involved so much in those early days.

And so when you were appointed to your role in March 2007 were you aware that Mr Becerra was going to be leaving Baker Kavanagh?
---Mr Romano told me that he thought he was, yes.

30 And did that play any part in the decision to employ someone or engage in a different arrangement so that you had someone more at hand than just panel architects?---Well, I thought it would have been an advantage if someone like that was available, yes, I've already said that.

So did you see it as an opportunity to, to obtain Mr Becerra's services?
---Yes, I did, yeah.

40 And why did you consider that to be a good thing?---Because he had some prior knowledge of, of the, of the project and he also, you know, had a, he dealt with a number of, a number of projects, similar sorts of projects if you like.

And so when you say some prior knowledge, and I understand you're not an architect but do you think that that was a reasonably extensive knowledge about this project?---He probably had as, as good a knowledge as anybody from an architectural perspective of the project than, than anybody, yes.

And so when you interviewed him, and I understand that you did that with Mr Dencker and with Mr Macklin?---Yes.

Was he the best candidate for the job?---Yes.

And why was that?---Because of his experience, so generally, anyway. And, and because he also brought that, that knowledge as well. But he, I'm pretty sure it was unanimous that, that he was the best candidate.

10 I see. And had you had before that interview, had you had any discussions with Mr Becerra personally about him being engaged or employed on either on a contract or as an employee with the Council?---The first time I met Mr Becerra was at the interview.

That was the first time you'd met him?---Yes.

20 I see. Now, perhaps if the witness could take that Exhibit back, the 107, and instead be shown Exhibit 145. Now, as I understand your evidence, it was the intent was it not, to have a contract employing Mr Becerra whereby he would be doing work primarily on the civil precinct project, but that if he were asked to do work outside the civic precinct project, he would be paid additional amounts?---That's correct.

So that was your understanding at the time that you were interviewing him? ---Yes.

And that was your understanding at the time when the, the contract of employment went out even though, as you say, it didn't ultimately reflect that?---Yes.

30 Can you recall having a meeting with Mr Romano and with Mr Becerra in or around about March, 2008, just prior to the expiry of the first contract? It may have been at some kind of steering committee of the project, when the work that Mr Becerra had done over the year had been looked at and it was in the context of considering the renewal of his contract? Do you have any recollection of such a meeting?---Not, not specifically, because I was in meeting with Mr Becerra every week. So, and Mr Romano every week or sometimes more than once a week in relation to the civic precinct, so I can't specifically - - -

40 Can you recall a meeting when the fact that Mr Becerra had done work outside of the civil precinct project was discussed and the need for him to render some invoices in relation to that work?---I can't recall that. No.

The work, and you can now refer to that Exhibit you've been handed? ---Yeah.

So from page 11 through to page 19 of that Exhibit are some tax invoices that Mr Becerra rendered to the Council. They're all dated 11 March, 2008?---Yes.

Now, senior counsel assisting has challenged you in relation to the checking process that you understood, principally in relation to checking the number of hours that are claimed there. Is it the case that you were primarily looking at whether the description of the work there accorded with what you understood Mr Becerra had been doing over the past year? I mean, was - - - ?---Whether, whether, that it didn't accord?

Well, whether it did or it didn't?---Ah hmm.

10 I mean, if you look at that very, very first one, architectural services, advice for the new Burwood Town Centre LEP?---Yes.

Were you aware that he'd worked on the new town centre LEP?---Yes, I knew he did some work on it and I also questioned or asked the head of planning or the Director of Planning, yes.

And do you regard that the new town centre, I will be just another few minutes, Commissioner, not, not long. If I can perhaps have till 5 past.

20 ASSISTANT COMMISSIONER: Yes, I have another meeting but that's fine.

MS McDONALD: I promise I will stop in the next few minutes.

The Burwood Town Centre LEP, was that outside of the civil precinct project?---Yes.

30 And to your, to the best of your knowledge, was the concept that 44 hours had been spent by Mr Becerra on that, over the 12 months up until the end of March, 2008, did that sound right to you or excessive or too little, too much, or didn't you consider it?---Well, it's approved by the, the, the Director of Planning so the Director of Planning obviously agreed that what was requested of Mr Becerra had been done.

I see. And of these, just have a quick flick through these invoices and then we'll leave it there, is there any of the services rendered in these several invoices that were directly your responsibility?---Yeah, they, they, that one wasn't, sorry, yeah.

40 The next one?---Was the - - -

Condor Street, Belmore Street?---Yeah, there was some, some mass modelling done there and (not transcribable) calculations.

Was that your project?---That was one of my projects, yes.

And did you consider whether that had been done and did it accord with what you understood Mr Becerra had been - - -?---Yes, I know that, I know that was, I know that was done.

And did, was 38 hours for that year sound about right, or I should say 11 months?---It does, it does sound around about right, but, yes.

10 And so put simply, there was none of these invoices that have been signed off by you or all of these invoices signed off by you contain descriptions of work that you agreed had been done or you'd checked had been done?
---They'd all, no, they, they'd all been done, yes, I, I checked they were all done, yes.

I'll leave it there.

ASSISTANT COMMISSIONER: Thank you.

MS RONALDS: Commissioner, there's just one matter before you - - -

20 MR BLAKE: Commissioner, I will seek at this stage to tender a statement of Mr Romano that relates to the security and surveillance issues, headed Exhibit PR1 Public statement.

ASSISTANT COMMISSIONER: All right. Have you - - -

MR BLAKE: We've got multiple copies.

30 ASSISTANT COMMISSIONER: All right, well, that statement will be Exhibit 160.

**#EXHIBIT 160 - STATEMENT OF PAT ROMANO 9 APRIL 2010
EXHIBIT PR1 – PUBLIC STATEMENT**

ASSISTANT COMMISSIONER: All right, well, we will continue with Mr Hullick tomorrow at 10 o'clock. Thank you.

40 AT 4.08PM THE MATTER ADJOURNED TILL 10 O'CLOCK,
TUESDAY, 13 APRIL, 2010 [4.08pm]