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INDEPENDENT COMMISSION AGAINST CORRUPTION

THERESA HAMILTON ASSISTANT COMMISSIONER

PUBLIC HEARING

OPERATION MAGNUS

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TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON TUESDAY 13 APRIL, 2010

AT 10.15AM

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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: Commissioner, just before I call this, I seek to apply for a suppression order (not transcribable) earlier session this morning which having suppressed everything else within sight, I failed to suppress the actual conduct of the hearing.

ASSISTANT COMMISSIONER: Yes.

10 MS RONALDS: And a stroke of genius on my part.

ASSISTANT COMMISSIONER: Yes. In respect of the earlier proceeding today to accept some confidential Exhibits, I am satisfied that it's necessary and desirable in the public interest to make a suppression order in respect of any of that earlier proceeding this morning. I've already made a suppression order in respect of the contents of Exhibits tendered.

20 **IN RESPECT OF THE EARLIER PROCEEDING TODAY TO
ACCEPT SOME CONFIDENTIAL EXHIBITS, I AM SATISFIED
THAT IT'S NECESSARY AND DESIRABLE IN THE PUBLIC
INTEREST TO MAKE A SUPPRESSION ORDER IN RESPECT OF
ANY OF THAT EARLIER PROCEEDING THIS MORNING. I'VE
ALREADY MADE A SUPPRESSION ORDER IN RESPECT OF THE
CONTENTS OF EXHIBITS TENDERED.**

MS RONALDS: Thank you, Commissioner.

30 ASSISTANT COMMISSIONER: Thank you.

MS RONALDS: I call Mr Hullick.

ASSISTANT COMMISSIONER: Mr Hullick. Yes, Mr Hullick, you're still under the previous oath. Thank you.

MS RONALDS: If the witness could be shown Exhibit 159. Mr Hullick, you'll see that's the offer of engagement dated 23 September, 2009 signed by yourself. I'd like to suggest to you what happened was that after that and before Mr Becerra signed it he was directed not to do so and there were further discussions with him about a different form of agreement. Do you recall that or were you involved with that at all?---No, I wasn't involved in that.

And do you recall signing an offer of engagement dated 10 December, 2009?---Yes, I do.

And did you recall that yesterday when we were discussing this matter? ---Sorry?

Did you recall that yesterday when we were discussing this matter?---I knew I signed one, but I, when I went back to the office last night, I noticed that the one that, that I had a look at was 10 December, not 23 September.

Yes?---Yeah.

Do you now have any independent recollection of what happened to the September one and why it wasn't completed by Mr Becerra?---No, because we, we actually tried to find this document last night and we couldn't find anything there.

I'll show you this document. And the last page is an email that, I'll keep as part of the tender, but it's not formally part of the document, if I could just note that, sorry. Now you see that's a document dated 10 December, 2009? ---Yes.

It's signed by you?---The document is, yes.

Yes. And do you say you don't recall this at all?---Oh, no, I remember, I remember signing it, but I, the dates, I didn't remember this from 23 September, so - - -

So you can't help us at all with that, what happened and why there's a gap of a few months and what the change of approach was?---I'm not sure that there was too much of a change of approach. The, the, I think they were embroiled in all the, all the ICAC stuff between, you know, right up until, well, recently so, so there was a lot of things that weren't being, well, sort of put on hold or just, just weren't being addressed.

Do you recall that you directed, I'm not sure whether it was you, but did you tell Mr Becerra that he had to resign from his position as an employee and

take up a consultancy contract?---No, I didn't, I can't remember telling him that.

I'll show you this document. Oh, sorry, if I could tender that, the document, the previous document.

ASSISTANT COMMISSIONER: Yes. This offer of engagement will be Exhibit 165.

10

#EXHIBIT 165 - LETTER DATED 10 DECEMBER TO ARCHITECTS BECERRA PROPRIETY LIMITED FROM LES HULLICK WITH ATTACHMENTS

MS RONALDS: Noting there's an email on the back that's part of the conduit, part of the business papers of it. This is an unsigned document but one accepts the fact (not transcribable) it's from Mr Becerra resigning from his position - - -?---Yes.

20

- - - from 14 December. Do you see that?---December, yes, I do.

And you don't recall any discussion with him about that? Is that a matter that Mr Macklin dealt with?---Yes.

Thank you. If I could tender that letter.

ASSISTANT COMMISSIONER: Yes, that will be Exhibit 166.

30

#EXHIBIT 166 - UNSIGNED LETTER TO PETER MACKLIN FROM ALBERT BECERRA RE OFFER OF FIXED TEMPORARY EMPLOYMENT BURWOOD COUNCIL

MS RONALDS: And are you aware that on 9 April, 2010, that is, last Friday - - -?---Yes, yes.

40 - - - Mr Becerra was sent a letter about his consultancy agreement?---Yes, I was. I - - -

And were you part of that decision-making process?----Yes.

It's not signed by you, this one. This is signed by Mr Dencker?---By, that's correct.

Who is Acting General Manager in Mr Romano's absence, is that correct? ---That's correct, that's correct.

And you were part of the decision-making process to terminate the consultancy services?---Yes.

And was that as a result of this inquiry?---Yes.

If I could tender that letter.

10 ASSISTANT COMMISSIONER: Yes, that letter of 9 April, 2010, will be Exhibit 167.

#EXHIBIT 167 - LETTER DATED 9 APRIL 2010 TO ARCHITECTS BECERRA PTY LTD FROM IAN DENCKER

20 MS RONALDS: During the course of the interview with Mr Becerra on 4 April, 2007, did he tell you, that is, you the interview committee, that he was a personal friend of Mr Romano?---I can't recall that he did. He may have but I can't recall that he did.

Did he tell you that he was a business partner with Mr Romano?---Certainly didn't say that.

And had had a previous business dealing with him?---Not, no, I can't recall that at all.

30 And was in the process of developing a business proposal in relation to the purchase of a property?---No.

Did he ever raise it with you?---No, certainly not that, no.

But you knew from Mr Romano that Mr Romano and Mr Becerra were friends - - -?---Yes.

- - - at the point of the interview?---I did.

40 Did you raise it with Mr Becerra during the course of the interview?---I can't recall whether I did. I, I may have. I can't recall now.

Well, it would've been a proper thing to raise, wouldn't it? If it wasn't raised by Mr Becerra you, knowing that information, should have raised it in the interview, would you agree?---No, I, I, I don't know whether I raised it or not. I, I didn't, I mean, I knew that. I knew that they were friends but that, that doesn't, being friends is, is, is really not that relevant I, I would've thought, you know. I mean, a lot of people are friends. There's a lot of people that apply for jobs who, who know people et cetera, et cetera,

particularly, particularly around local government, this, you know many people that - - -

But we're talking about the General Manager of the Council, that is the most senior officer?---Yes.

And someone who is to be several ranks below though?---That's right.

10 And do you say that in your view that's not a relevant, and there is a friendship already designated to you by the General Manager?---Yeah, they were friends yes, that's right.

And you say that's not a relevant factor that you would consider worthy of discussion with an interviewee when you knew that during the course of a selection committee process?---Not unless they were, you know, if they, if there was a business connection, yes, but just, just being friends, it, to me, to me it's not a, you know, not, not a consideration really, not a major consideration.

20 Well, knowing what you know now, in relation to the business arrangement, would you have considered, had you known that at the time, that it was a matter that should properly be discussed in a selection committee?---I agree with that, yes.

But you say you didn't know?---No.

I've nothing further.

30 ASSISTANT COMMISSIONER: Thank you. Now, were you finished, Ms McDonald?

MS McDONALD: No, I haven't, Commissioner. I just have a few questions more.

Mr Hullick, yesterday you stated in evidence that when you interviewed Mr Becerra, that was the first time that you'd met him. Are you sure about that evidence?---Yeah, I'm pretty sure. I, I can't remember meeting him before that.

40 So you can't remember on any cross-functional team meeting or any meetings to do with the project, seeing Mr Becerra before then?---No, because I wasn't, I wasn't, as I said earlier, I wasn't involved so much as, as, as a major player in the project in the early days so if, if I saw him I might've seen him, I don't know, but I, that's the first time I - - -

But you're aware that he'd been working on the project previously?---Yes, I, I'd, I'd heard his name. I knew he was working for Baker Kavanagh but apart from that I, I never - - -

Could the witness be shown Exhibit 145, please.

Mr Hullick, if you could turn to page 11 of that bundle - - -?---Yeah.

- - - which is the start of those invoices and yesterday afternoon we concluded, well, we were looking at these various invoices and you agreed that so far as you were aware all the services listed in those invoices had been done by Mr Becerra?---That's correct.

10 And if I said to you that those services were rendered over a period commencing with Mr Becerra's engagement back in April 2007 through to the date of these invoices, 11 March, 2008, would that accord with your understanding?---Yes.

And can you just have a look at page 13?---Mmm.

You'll see there this was one of the invoices that counsel assisting took you to and you'll see there that there are no hours listed for work done but nevertheless an hourly rate is given. Correct?---Yes.

20

And a total is given?---That's right.

So presumably from that you would have been able to work out and the person approving this would have been able to work out how many hours had been expended?---Yes, that's, so that was a specific project that Mr Teo was looking after.

30 All right. Would you agree that either yourself or somebody else from Council had asked Mr Becerra to do the work that's listed in these various invoices and by all means take your time to look at them if you need to, presumably you'd agree with that proposition, he'd been asked to do that work?---Yes.

It was not work that he just gratuitously decided to do without being directed by somebody to do it?---No, no.

40 So when these invoices were presented and a number of them you've approved, it didn't seem to you to be improper in any way that they were being presented and Mr Becerra was rendering fees for this work?---I didn't approve them. I've, I've signed them as the receiving officer but, yes, they didn't look improper.

I'm sorry, some of them you have approved, haven't you or (not transcribable)?---No, none of them.

No, you were the receiving officer, okay. As the receiving officer they didn't appear to you to be improper?---No.

Now, we've learnt this morning that there was a third contract, the second contract of employment had in fact expired around about the 23rd, sorry, 16 April, sorry, 23 April, 2009?---That's correct.

But a further contract with Mr Becerra or an entity associated with Mr Becerra wasn't finalised for some time?---That's correct.

10 And ultimately what, the agreement that was finalised was the one that's been tendered this morning as Exhibit 165 which is a consultancy arrangement, not an employment arrangement. Correct?---That's correct.

And that is with Architects Becerra Pty Limited?---Yes.

So there was a period of some eight, eight or nine months, eight months, when Mr Becerra didn't have an operative contract. Is that right?---Yes, that's correct, yes.

20 But nevertheless he continued to do work for the Council during this period?---That's right.

Primarily on the civic precinct project?---Yes, all the civic precinct project, yes.

And so therefore he, he continued to be paid the salary under the old contract. Is that right?---Yes, that's right.

30 So for all intents and purposes the Council regarded the second contract, which is I think dated 15 April, 2008 as rolling over into this new period pending a new contract?---That's correct.

Can I show you a document? Do you recall, do you recall receiving that, that letter?---Yes, I do.

40 And can you explain to the Commission what, what the letter was and what you made of it?---Well, it's just explaining that Mr Becerra no longer works for Baker Kavanagh. It acknowledges his appointment as the architect for the civic precinct. It expresses the fact that he's been a partner at the, at Baker Kavanagh. And that the appropriate matters of the partnership have been dealt with and that Baker Kavanagh is to withdraw the, from the architectural panel.

I see. And did that withdrawal of Baker Kavanagh cause your, anyone at Council that you're aware of any concern?---No, I don't think it did.

Would that be because Mr Becerra was in fact the person from Baker Kavanagh doing a lot of the work?---Yes, partly that. But also I think at the time we were also using another, another company on some of the work, which is Stanisic as well. But - - I see. So effectively there was another

panel architect that you could rely on. You had Mr Becerra engaged so what, this letter was effectively filed and no further action taken in relation to it?---It really just tidied up the fact that Albert was leaving Baker Kavanagh.

I see. Can I tender that, yes, I tender that document.

ASSISTANT COMMISSIONER: That will be Exhibit 168.

10

**#EXHIBIT 168 - LETTER DATED 4 JUNE 2007 TO LES HULLICK
FROM JOHN KAVANAGH RE CHANGES TO BAKER
KAVANAGH ARCHITECTS PTY LTD**

MS McDONALD: If you would, just finally, were you, were you happy, were you personally happy with the work that was being done by Mr Becerra?---I was more than happy with him. I thought he was a terrific acquisition.

20

And did you think that he was competent?---Yes.

That he was diligent?---Yes.

And do you think that he did work that was of benefit to the Council?---Yes.

I have nothing further.

30

ASSISTANT COMMISSIONER: Yes. Is there any other application to examine this witness at this time?

MR BLAKE: Mr Hullick, in your career prior to joining Burwood Council, is it the case that for about ten years you were the town clerk within Concord Council?---I was the General Manager at Concord Council for ten years, yes.

And following that Cootamundra Shire Council for a couple of years?---Not Cootamundra, Uralla, for, for seven years.

40

Seven years, thank you. And in each of those positions, your practice where you were responsible for making decisions was to exercise an independent judgement in making those decisions?---That's correct.

And is it also your practice while taking into account submissions or matters raised by staff, you still made your own independent judgement?---That's correct.

And you joined Burwood Council in 2003?---Yes.

And you've held, I think, a variety of roles as in a director capacity?---Yes.

And where matters have been your responsibility at Burwood Council for making decisions, have you, has your practice been to exercise an independent judgement in making those decisions?---Yes.

And where you have been responsible with others for making decisions, has it been your practice to exercise an independent judgement as part of a panel making decisions?---Yes. Yes, at my level, yes.

10

And where comments about the decision might've been made by other staff members, have you taken those into account, but nonetheless exercised your own independent judgement?---That's correct. Yes.

And you've been asked a lot of questions about events in 2007 and 2008 regarding Mr Becerra. Is it fair to say that you are finding difficulty in remembering dates on when conversations took place and in fact the content of the conversations that have been put to you?---It is, it is difficult to remember back three years, yes.

20

And your memory has been prompted by documents that you've been shown?---At different times, yes.

Yes. And you've tried to reconstruct as best you can what happened, particularly by reference to the contents of documents which have been shown to you?---That's correct.

And in many cases you don't have an independent recollection but you've reconstructed from documents. Do you agree with that?---Yes, well it brings back some of the things that, that happened, yes.

30

Yes. And you, you're not suggesting to this Commission you have a complete recall of everything that was said in the conversations that have been discussed yesterday?---No.

All right. In 2005, it was one of your roles to set up panels of professionals for the Council?---In, yes, I was given the, I was given a, a task to do that, do that. To go through the process of tendering for panels, that's correct, in 2005.

40

Yes. And did you perform that conjunction in, sorry, I'll withdraw that. Did you perform that particular responsibility in conjunction with the Council's probity auditors?---Yes, I did.

Yes. And you, I take it had discussions from time to time with Mr Rory O'Connor from Deloitte at that stage?---More so people associated with the firm rather than Rory. But Rory was one of the probity auditors. His firm, Deloitte.

And Mr Marsden?---Mr Marsden was one that was more regularly involved.

Yes?---But it was more his, other staff as well.

I think you answered some questions from my friend, Ms McDonald yesterday about this general area, but your position is you can't recall one way or another whether the probity auditors disclosed any conflict of interest that Mr Romano may have had in relation to Mr Becerra or the firm, Baker Kavanagh in 2005. That's your evidence isn't it?---Yes, I can't recall, I can't recall that.

Thank you. Now can I take you now to 2007. You learnt, I think your evidence was in about March of 2007 that Mr Romano was a friend of Mr Becerra's?---Yes.

And that was in a conversation with Mr Romano?---Yeah, that's the way I recall it, yes.

20 And that conversation involved the topic of Mr Becerra's imminent departure from Baker Kavanagh didn't it?---Yes, I think it did, yes.

Yes. And you and he, I suggest discussed the issue of whether Council would have access to documents prepared by Baker Kavanagh in the event that there was some dispute between Mr Becerra and Baker Kavanagh over his leaving?---That's possible, yes.

That was a matter of concern wasn't it, that Council had access to documents?---Yes, it was, I'm sure it was discussed. I'm not (not transcribable) I'm not sure that's exactly the same time, but, yes, it was. Yeah.

And you discussed with Mr Romano, I suggest, a number of strategies that might ensure that the expertise of Mr Becerra might be retained by Council?---I didn't, I didn't volunteer any strategies.

But it's something you discussed with Mr Romano?---Yes.

40 And one of the strategies discussed was Mr Romano, I withdraw that, an appointment of Mr Becerra with in-house counsel?---That was, that was discussed on the, on the advice of Mr Romano that Mr Becerra may be looking for a position, yes.

Another possibility discussed was seeking a secondment from an architectural firm?---Yes, yeah.

And it was discussed that a figure of, that might cost up to about \$250,000 per annum to secure secondment from an architectural firm?---Yes, that

was, that was around about, yeah, they're the sort of figures we were talking about I, I, I recall.

As at March, 2007, the design of the civic precinct was in an early stage, would you agree with that?---It was in the early stages. It sort of marked time for a bit, yes.

10 One of the things that happened in that early stage was that there were requests for changing the design, many requests for changing design?
---There were.

Yes, and it was of concern to you that that, each time there was a change in the design that led to a new concept plan that led to further costs. That was something that was a concern at that time?---That was a general concern, yes.

That's something you discussed with Mr Romano, how those costs might be contained?---Yes, it, it was.

20 And in that conversation, Mr Romano asked you to take responsibility for the selection of (not transcribable)?---Yes, when, when I was appointed to, to the position of Director of Executive Services, which was in March, 2007, my first position was to get an architect, or my first task, if you like, was to, was to get an architect, yes.

You'd agree with me that Mr Romano never told you you had to appoint Mr Becerra?---He didn't say he had to be appointed but he said that he was a, he would be a contender for the position.

30 And I think you said, I just withdraw that. Can Mr Hullick be shown Exhibit 115, please. I think you were shown this letter yesterday?---That's correct.

Do you agree that the conclusion that Mr Romano and you arrived at was, the most efficient way to deal with securing architectural services for the civic precinct project was to, at least in the first instance, pursue the possibility of an in-house architect?---Yes.

40 And that - - -?---Or, or the dedicated, rather, rather than in-house a dedicated architect for the, for the precinct.

Yes?---Yes.

And that's reflected, I suggest, in the letter you received from Maddocks?
---Mmm.

Would you agree with that?---Well, I, I can't, it's a long time ago this letter. I'd have to read it through but - - -

It was referring to an in-house architectural manager who was an employee or independent contractor?---Yes.

And that is consistent with your understanding of a dedicated architect?
---That's agreed.

10 Yes. That exhibit can be returned. I think you said yesterday you really had no recollection of meeting with Mr Baird and Mr Romano on 19 March about this matter?---That's right, yeah.

And that's still the case, you can't recall one way or the other?---No, I, I can't recall any sort of formal meeting or I can't, I can't recall it at all.

You don't doubt that it happened, do you?---I don't know. I, I - - -

Can't recall?---No, I just can't recall.

20 Thank you. And in taking responsibility for appointing an architect, one of the things that you had to do was to be responsible for putting together a brief for the recruiting agency?---Yes.

And that involved, I take it, working out at least at a general level things like the term of the contract and the amount of money that would be offered?---I discussed, I discussed with the General Manager the terms, whether it should be 12 months or 18 months and the, the amount of money was, I think that was discussed at the time but I can't remember how the 140,000 was finally arrived it but I know it was, it was felt that it shouldn't be above the, the remuneration of the directors.

30 And I suggest that you had made an inquiry of recruitment agencies as to appropriate salaries?---Probably did, yes, yes.

And they gave you some information and you advised Mr Romano that the advice that you received was between about 120 and 140?---Yeah, I think that, that sound about right, yes.

And when I say 120, 140, I'm talking about thousand dollars?---Yes, yes.

40 And another matter, I think you said, you discussed whether it should be a 12 month or 18 month contract with Mr Romano?---Yes.

And another matter you discussed with Mr Romano was the dedicated nature of the architect, him or her being at the Council one or two days a week?---I think I, I seem to recall thinking about minimum of three days a week at the Council, that's absolute minimum three days a week.

So there was the sum - - -?---Sorry, not at the Council. Absolute three days a week. When we were lookin at it from the perspective of a, a, a company doing it, an architectural company, we, we thought that an architectural company would have to dedicate at least three days a week, fully dedicate three days a week to Council and it was better for Council to have an employee or a person in-house that was available all the time for this particular project and it was 12 months because we weren't sure at the end of 12 months how it was, how it'd pan out.

10 Yes?---Yeah.

All right, when there was the LEP issues and the, had not yet then been resolved?---No, no.

When you say no, you're agreeing with me?---The LEP issue had not been resolved, yes.

And of that dedicated time, you also discussed with Mr Romano about the architect actually being on Council premises for part of that time?---Yes.
20 Most, well, obviously most architects have their own, their own set up, if you like, but it was decided that he would, that whoever it was would have to spend at least one day a week, at least one day a week physically in the office.

Now, can I show you a bundle of emails. Now, can you just look through them, Mr Hullick, but you'll see firstly an email on 27 March, 2007 to you from Drake?---Yes.

30 And over the page an email to you of 30 March, 2007 from Recruitment Edge?---Yes.

Now, just while you're looking at that, can Mr Hullick be shown Exhibit 145 please. I take you read the email from Tanya Kapell of 30 March, the second page?---Yes, I would have, yes.

She invited you to look at the Internet advertisement?---On the, the other email, yes.

40 In the first?---Yes.

And that's what you in fact looked at the advertisement?---I would have looked at the Internet advertisement, yes.

And would you go to pages 25 and 26 of Exhibit 145?---Yes.

That was the advertisement you saw?---I presume it was.

Yes. And that advertisement accurately recorded the recruitment brief, didn't it?---Yes.

And the instructions you gave was that the architect would work specifically on one of these major projects, the library?---That's right, that's quite clear there, yes.

Yes, and that was your understanding at the time as to the nature of the brief?---Yes.

10

Can you go over to the third page, there's an email to you from a Wendy Wilberhoff, she's a staff member at Burwood Council?---She was, yes.

Yes, and that was setting up a interview panel?---Sorry, which one are you on?

It's the third page, 30 March, Wendy Wilberhoff to yourself?---Sorry, yes, yes.

20

And was it intended that Mr Cummins be part of the interview at that stage as the RC?---It does, that's what it says.

But ultimately he wasn't part of it?---No, and I don't know why but he wasn't part of it, no.

If you go over to the next page, it's an email from you to Tanya Kapell and Mr Dencker - - -?---Yeah.

- - - sent at 11.09am?---Yes.

30

And then from you to Mr Macklin sent 11.24am?---(NO AUDIBLE REPLY)

Do you see that?---Yes.

And on 4 April, this is the day, I think, of the interview you had composed three questions that would be put to the candidates during the interview process?---Yes.

40

And circulated those to Tanya Kapell, Mr Dencker and Mr Macklin? ---That's correct.

And at the bottom of that email there was, sorry, the first in the string was an email from Tanya Kapell to you and Mr Dencker. Do you recall receiving that?---Yes.

And behind it are resumes of Mr Becerra and Mr Gideon Rice?---Yes.

And they were available to you and the interview, other members of the interview panel at the interview, weren't they?---That's correct.

Yes. And were considered by you?---Yes.

And if you go to the back of the bundle, I think four pages from the end, three pages from the end you'll, you'll see an email from Tanya Kapell to yourself sent at 9.50am. Can you see that?---Yes.

10 And attached to that email was the Recruitment Edge summary and recommendations?---Yes.

You read that carefully I take it?---Yes.

And that accurately set out or summarised the result of the interview process?---Yes.

20 And where on the second page, this is the first page of the summary and recommendations of Recruitment Edge, it set out the proposed position that accurately summarised what was discussed in the interview process?---Yes.

And where it said to work specifically on the landmark project, the library, that was referred to in the interview process?---Yes.

There was no mention in the interview process of the architect performing other works apart from the library project were there?---No.

Yes. I seek to tender that bundle, Commissioner.

30 ASSISTANT COMMISSIONER: Yes. That will be Exhibit 169.

#EXHIBIT 169 - BUNDLE OF EMAILS TO AND FROM MR HULLICK RELATING TO PRINCIPAL ARCHITECT RECRUITMENT AND RESUME ATTACHMENTS

40 MR BLAKE: That can be returned, Mr Hullick, but can you keep Exhibit 145 if you've got that there in front of you. Mr Hullick, can you look at page 24 please?---Yes.

This was a briefing memorandum which, of which you were the author? ---That's correct.

And down the bottom there are four signatures, there's one by itself at the very bottom, GMC next to it, that's Mr Romano's?---That's right.

And the three signatures immediately above that, reading from left to right, are yours, Mr Macklin's and Mr Dencker's?---That's correct.

And you set out in the second background your understanding of the arrangements for the appointment of an architect?---Yes.

And in the second paragraph it was specifically to develop a concept plan for the project?---Yes.

10 And in the first paragraph that project is the civic precinct project, you'd agree with that?---That's correct.

And in the next paragraph, if you can just read the next paragraph commencing, Approaches were made to Drakes Recruiting and Recruitment Edge, can you please read that paragraph?---Yes.

And where it describes the Enough flexibility to be on call, that was referring to the architect working actually at Council - - -?---Yes.

20 - - - a day a week?---Yes.

Yes. And that was something discussed in the interview, wasn't it?---Yes.

And in the interview process was it your independent judgment that Mr Becerra was the best candidate?---Yes.

And did Mr Dencker and Mr Macklin indicate to you that Mr Becerra was their preferred candidate?---My understanding is they did, yes, I say there that it was a unanimous choice.

30

Yes. Did you, but your normal practice where you prepared a briefing memorandum having signed it yourself and secured any other signatures was to provide that to the General Manager?---Yes.

And commonly, the General Manager would have a discussion with you about briefing notes that you prepared?---Yes, he could. He may, he may not, yes.

40 Yes. And Mr Romano had a discussion with you about this particular memorandum. Can you recall that?---I can't recall, but he may have, yes.

He may have. Well, I suggest to you that you did have a short discussion with him and he asked you why it was that Mr Becerra was the preferred candidate rather than Mr (not transcribable). Just to explain and satisfy him that he was the preferred candidate?---I don't recall that conversation.

It could've happened?---Possibly. I don't recall. I don't recall it.

Now can Mr Hullick be shown Exhibit 156, please. Can you look at the email, it's not the one at the very top, Mr Hullick, but from Mr Macklin on 11 April sent at 5.11pm to Tanya Kapell and copied to Mr Romano and yourself?---Yes.

Yes. You recall receiving that email?---Yes.

And you read it?---I would've read it, yes.

10 Yes. And the essential or the five paragraphs introduced by the words, in essence it will be, the substance of those were discussed in the interview. Do you agree with that?---Yes.

If that Exhibit can be returned. Can Mr Hullick be shown Exhibit 117, please. Now Mr Hullick, I'd like you read just the first part of this Exhibit up to the email. Can you see about half way through there's an email from Lindy Richardson sent on 12 April, 2007 to yourself, Mr Romano and Mr Macklin, copied to Mr Barid. And I think you can take it from me that the documents in front of that were an attachment to that email?---So that's just
20 the first letter you want me to read?

The first letter up to and including the bits of the email. There was a letter, a draft contract and an email?---There was a draft contract there, yes.

And at the very end an email?---Sorry, I don't see an email.

It's immediately after the draft contract, the first draft contract?---I've got a handwritten, is that what you're talking about?
No?---No, there's an email there, yes. Yep.

30 And you received that email. Do you agree with that?---Yes.

And you read the attachment, that's the letter of advice - - -?---Yes.

- - - and the final contract?---Yes. Yes.

And you considered it accurately put into a contract for the arrangements set out in the (not transcribable)?---Yes.

40 If they could be returned. Do you still have Exhibit 145? I think you do? ---Yes.

Now I'll show you this email. Mr Hullick, do you agree that you received that email?---Yes, I would've received that email.

Yes. And it was also sent to Mr Dencker and to Mr Azer?---That's right.

And that contains the invoices of Mr Becerra that were ultimately paid?

---Yes.

At about that time I suggest you had a discussion with Mr Romano about this additional work done by Mr Becerra. Can you recall that?---I may have. I can't, I may have, yes. I, I can't really, I can't really recall what sort of discussion I would have had.

10 I suggest Mr Romano asked you, sorry, I'll just withdraw that. Some of the work in the invoices came in your area of responsibility in the Council didn't it? If you just look at those invoices?---Yes. Some of them did, yes.

The ones that are not approved by Mr Teo or Mr Azer or Mr Dencker, I think there are eight in all by, one each by Mr Dencker, Mr Teo and Mr Azer. They have each approved an invoice and the remaining ones are approved by Mr Romano. Do you recall that in Exhibit 145?---There was, that's right, yes.

20 The one's that were approved by Mr Romano came within your area of responsibility, didn't they?---Yes, I think, the, the one I saw did, yes. There was also one other one that Mr Teo also came to my, to me as well.

Came under your - - -?---Yeah.

So (not transcribable) came under your responsibility?---I, I, I haven't seen the other ones so - - -

Well, can you just have a look at Exhibit 145 at pages 11 through to 19?
---Yes.

30 And I suggest that Mr, about this time Mr Romano asked you why had the work for which you were responsible had been, why had that work been given to Mr Becerra?---No (not transcribable).

Well, I suggest he told, you said to him that you'd forgotten that Mr Becerra was only to work on the library project and these other retainers for this additional work had taken place because that particular aspect of the contract had been forgotten?---I don't remember that conversation.

40 And I seek to tender the email of 12 March.

ASSISTANT COMMISSIONER: Yes, that will be Exhibit 169, sorry, 170.

**#EXHIBIT 170 - EMAIL FROM MR ROMANO TO ALBERT
BECERRA DATED 12 MARCH 2008 WITH VARIOUS INVOICE
ATTACHMENTS**

MR BLAKE: You certainly became aware around that time that, through receiving these invoices, about a lack of clarity in the contract, didn't you?
---Yes.

And you I think said yesterday you sought to address that issue?---In the new contract.

In the new contract. And I'll show you this document. All right.
Mr Hullick, is that a briefing memorandum of which you were the author?
10 ---Yes.

And the signature down the bottom left-hand corner, that is yours?---That's my signature.

And Mr Romano's in the bottom right-hand corner?---Yes.

And attached to the briefing memorandum was a draft offer of fixed term temporary employment?---Yes.

20 And that was prepared under your supervision?---Yes.

And in paragraph 4 of clause 2 of the contract, or the offer of a fixed term temporary employment, you sought to clarify the circumstances in which additional remuneration could be paid to Mr Becerra, didn't you?---That's correct.

And in substance your understanding at the time was that Mr Becerra, under the contract, would perform work exclusively for the civic precinct project?
30 ---Yes.

For the \$145,000 per annum?---Yes.

And any additional work outside of the civic precinct project could be invoiced and remunerated at the rate of \$200 per hour?---That's correct.

And that's what you were attempting to give effect to when you prepared this offer of a fixed term temporary employment?---That's correct.

40 And attached to the offer was a position description. That was standard practice?---Yes.

And where it refers in section 2 to the position purpose, the first paragraph, but the, in particular managing the civic precinct project was the main purpose of this position. It was your understanding that Mr Becerra was to devote his time remunerated for the \$145,000 exclusively to the civic precinct project?---Correct.

Yes, I seek to tender that briefing memorandum.

ASSISTANT COMMISSIONER: Yes, that will be Exhibit 171.

**#EXHIBIT 171 - BRIEFING MEMORANDUM FROM LES
HULLICK TO PAT ROMANO DATED 7 APRIL 2008, SUBJECT:
EMPLOYMENT CONTRACT**

10 MR BLAKE: Could Mr Hullick be shown Exhibit 156, please. Sorry, I beg
your pardon, 157, I apologise.

Mr Hullick, firstly can you look at the second page to the end of the
document, the briefing memorandum and the enclosed offer for fixed term
temporary employment please?---Yes.

You were the author of the briefing memorandum?---That's right.

20 And it's signed in the bottom left-hand corner by yourself?---That's correct.

Attached to it was a draft offer of fixed term temporary employment?---Yes.

And in fact it was signed by Mr Becerra?---Yes, well, sorry, I'll just have a
look. Yes.

30 And when, I think you gave some evidence yesterday that you were
concerned in preparing this contract that the clause that had been drafted in
the 2008 contract did not properly reflect or accurately reflect the position
regarding remuneration both for the civic precinct project and any work
outside the civic precinct project?---That's correct.

And under your supervision the clauses under the heading, "Remuneration",
were amended?---That's right.

And in substance there were three elements, a remuneration package of
\$145,000 per annum for work exclusively spent on the civic precinct
project, that was the first element?---Yes.

40 And in paragraph 4 any reasonable additional hours within the civic precinct
project were to be invoiced at a rate of \$200 per hour?---Sorry, could you
say that again?

Paragraphs 4 - - -?---Yes.

- - - any reasonable additional hours spent on the civic precinct project were
to be remunerated at a rate of \$200 per hour?---Yes, I can see that. That's
not, but that's, that's really duplicated in the next one.

All right. You'll see paragraph 5 deals with work - - -?---Outside.

- - - on projects outside the scope?---That's right.

So the second element was additional work on the civic precinct project where agreed to was to be remunerated at a rate of \$200 per hour?---No.

No. So that's a mistake, is it?---It's a mistake, yes.

10 And paragraph 5, work outside the civic precinct project was to be remunerated at the rate of \$200 per hour?---That's correct.

Yes. Now, leaving aside the amount of \$145,000 which you'll recall was 140 in the 2007 contract - - -?---Yes.

- - - and became 145 in the 2008 and 2009 contract and the, the third element, paragraph 5, work on projects outside the scope of the civic precinct project remunerated at the rate of \$200 an hour, just making the adjustment with the amount or 140 going to 145, did those two elements
20 remain the same in your mind from 2007, 2008 and 2009?---Sorry, I don't quite understand what you mean.

I'll withdraw the question. Was your understanding that the nature of the contract arrangements with Mr Becerra throughout the period from 2007 through to 2009 that work on the civic precinct project would come within the retainer, 140 or 145?---Yes.

And any additional work not on the civic precinct project would be remunerated additionally at the rate of \$200 an hour?---Yes.
30

And if you can just go to the first page of the exhibit, you received that email from Mr Dencker?---Yes.

And you looked at the attachment?---I'm not sure what the attachment was.

Can you just look at the briefing memorandum?---The briefing memorandum was the attachment, was it?

Yes?---Yeah.
40

And I suggest that you saw the note that Mr Romano had referred the matter to Mr Dencker because of the conflict of interest?---I, I said yesterday that I don't recall that and I still don't recall that but, the note I mean, the note.

Yes. But you do accept you received the email and would have read it?---I would have read it. I would have received that email, yes, I'm cc'd in it so I would have received it but I don't remember that note, I, as I said yesterday I still don't remember that note.

Thank you. Nothing further, Commissioner.

ASSISTANT COMMISSIONER: Thank you.

MS McDONALD: Commissioner, I just have one question arising out of those questions.

ASSISTANT COMMISSIONER: Yes, Ms McDonald.

10 MS McDONALD: Just one, could the witness be shown Exhibit 170.

Mr Hullick, do you have any independent recollection of receiving this email? It's sent to Mr Becerra and you're cc'd, do you have any independent, of looking at this document, recollection of this email and a request for additional information from Mr Becerra?---I'm not doubting that I, I got the email but I mean I can't remember the details again, you know, we're talking maybe two years ago.

20 So when you say that you don't doubt is that because you're looking at the document or do you have some, some recollection of this email absent of seeing that document?---I didn't remember it until I was shown this but - - -

Thank you.

ASSISTANT COMMISSIONER: Well, did, I don't know, this email's suggesting quite sensibly that you probably need some records before you pay all these invoices. Were any such records ever obtained about hours worked and who requested the work and what the work was?---I haven't got any records of that but I assume they would have been obtained. Personally
30 I haven't got any records of it.

Well, you didn't see - - -?---I wasn't the approving officer on any of these.

Well, have you ever seen any records about this except the invoices?---I haven't personally. I don't think I have, I can't remember if there was backing to these or not. Again, I was, I was signing it as the receiving officer not as the approving officer.

40 Well, you don't think as the receiving officer you should know that the work was done and how many hours were done before saying it's been received?---Yes, I, I said in my testament yesterday that I would have checked with the people that signed it off as approved that the work had been done.

Well, we've already discussed in some cases that would have been hard because it didn't even specify a number of hours?---But still the work was done.

But what work was done, it all just seems to be guesswork about how many hours were done. Were any records kept of the hours done?---No, I personally didn't keep a, keep a record, no.

And you didn't ask for any records?---No. I can't remember at the time.

All right, thanks. Yes, does anybody else wish to examine the witness?

MR NEIL: Could I ask a few questions, Commissioner?

10

ASSISTANT COMMISSIONER: Yes.

MR NEIL: Thank you.

Mr Hullick, as of 2005 you had some involvement with the proposals for professional panels. Is that right?---That's correct.

20 And what was the nature of your involvement?---I was asked, I was asked to, to go out and call for expressions of interest for panels so I did a report to Council, quite a, quite a large report, well, not large but a comprehensive report to Council and went out and went through a whole process of tenders.

And can we take it that you were aware that Maddocks Solicitors were giving advice in relation to those panel matters?---They probably were, yes.

Did you, were you aware that Mr Baird was involved in giving advice in those matters?---I can't recall but he probably was.

30 Now, when - - -?---Well, it may not have been Mr Baird, it might have been someone from, from, from, it could have been someone from Maddocks probably, maybe, I can't think of her name now, Wallace?

Thank you. Could it be Mr Baird and Genevieve Wallace?---Mmm.

All right. Now, when did you first become in any way involved in the civic centre redevelopment project?---I always had some involvement in it but as I pointed out earlier, that I was involved in quite a number of projects. There was 11 identified different projects that came under my jurisdiction.

40 Well, did you have some involvement with the library civic centre redevelopment project as early as 2005?---I, I did have involvement by getting those panels up and running, yes.

Right. The two, the two matters of the panels and the project were interrelated, weren't they?---Yes. Part of the, what was I was asked as part of the civic precinct project to do was to put these panels in place so that was one of the tasks that I was given coming out of the civic precinct.

Thank you. When did you, as I understand it, effectively take over being in charge of the civic centre project?---I was appointed in March 2007.

And about that time you also became involved in being the head of the selection panel for the architect. Is that right?---Yes.

Now, when you, during your time of involvement with the centre redevelopment project, did you have access to Council files on the matter?
---I would have had access to some files, yes.

10

Yes. And can we take it when you effectively took charge this was an important matter?---The panels?

Both that and the question of getting the project completed?---Oh, yes, it was certainly important, yes.

And can we take it that you were familiar with the Council files in relation to the matter?---As much as I could, yes.

20 And you'd have a duty to be as familiar as you could with the files wouldn't you?---Yes.

And you would want to make sure that you knew the history or what had occurred on the files prior to you actually becoming in charge of the matter. Correct?---Yes, I did.

But you'd had an involvement of some significance even before March, 2007 in the centre project. Correct?---Yes.

30 Going back as far as 2005. Correct?---Yes, I did have some, yes.

And did you acquaint yourself with the fact that meetings were being held as early as 2005 for the project?---I knew meetings were being held, yes.

Did you acquaint yourself with the minutes of meetings of those, meetings related to those projects?---I, probably read some of the minutes of the meetings. I didn't always attend the meetings, but I attended some.

40 If you didn't attend you made sure you acquainted yourself with the minutes. Correct?---I would've read the minutes, yes.

You would've had a duty to do that wouldn't you?---Yes, I would.

Could the witness be shown Exhibit 106, please, Commissioner. Are they minutes of a meeting headed Private and Confidential Library Civic Centre Redevelopment Project of 18 April, 2005?---Yes.

And you'll see that a number of people attended including Mr Romano?

---Yes.

And others sat out including Mr Baird. Correct?---That's correct. Yes.

Are those minutes with which you would've made yourself familiar?---I probably did. I may, yeah, I'm not, I don't know it, I probably did.

It would've been important for you to make yourself knowledgeable of the minutes of that meeting. Correct?---(NO AUDIBLE REPLY)

10

Can you answer the question?---Yes. Yes.

Thank you. Now, there's a mention in the centre of the page of some people called McLachlan Lister, they were professional people but not architects. Correct?---That's correct.

And there's a mention further in the centre of the page Baker Kavanagh Architects. See that?---Yes.

20

And then just below that there's a mention of Pat, who is not doubt Mr Romano saying something about McLachlan Lister. Correct?---That's correct.

And then it says Pat also stated that one of the directors of the proposed architects was a close friend and that Pat had also had prior business dealings with him?---Yes.

That's a reference to Mr Becerra isn't it?---Yes, it would be.

30

You knew as of April, 2005 or some short time thereafter, when as part of your duties you consulted these minutes, that Mr Romano had been saying to this meeting that Mr Becerra had had prior business dealings with him. You knew that didn't you?---I don't recall that, but, no, I don't recall that. I don't recall these minutes but I mean I'm not saying I didn't read them, but I don't recall them. It's five years ago.

Yes, because I think you said earlier you probably did read them. Did you do anything about the matter in that paragraph, Pat also stated that one of the directors of the proposed architect was a close friend and that Pat had also had prior business dealings with him?---No, I don't remember that.

40

Thank you. Commissioner, would that be a convenient time?

ASSISTANT COMMISSIONER: Yes. We'll adjourn for fifteen minutes.

MS RONALDS: Can I just make one - - -

ASSISTANT COMMISSIONER: Yes.

MS RONALDS: If I could just remind my friends that they don't have any independent right to tender documents. I've previously requested any documents to be tendered be provided to me at least the day before so we can review them overnight or if not, they be delivered by 9 o'clock in the morning. That's not happening and we're in a very difficult position because counsel are standing up and tendering documents that we've not seen. So could I please ask that people abide by that request.

10 ASSISTANT COMMISSIONER: Yes. I think that's a timely reminder. I mean unfortunately the provenance of some of these documents is completely unknown. I don't know where they've come from and - - -

MS RONALDS: We don't either and we haven't had time to sit - - -

ASSISTANT COMMISSIONER: The validity is a problem.

MS RONALDS: Yes, that's right. Thank you.

20 ASSISTANT COMMISSIONER: Could I just ask in respect of these minutes that the witness has been questioned about, this copy that the Exhibit seems to have come from Ebsworth. Do we know whether the counsel has copies of these on their files as well?

MS RONALDS: This was part of my, this was part of material that I tendered originally. It's been provided on the section 22 notice.

ASSISTANT COMMISSIONER: From the Council?

30 MS RONALDS: Yes. (not transcribable) Ebsworth.

ASSISTANT COMMISSIONER: Yes. Thank you. We'll adjourn.

SHORT ADJOURNMENT [11.35am]

ASSISTANT COMMISSIONER: Thank you. Please be seated.

40 MR NEIL: Thank you, Commissioner.

Could you return that exhibit, sir, and might the witness be shown Exhibits 107 and 112 please. Now, if you just look at Exhibit 107, please, Mr Hullick, you were aware I think you've said that Deloitte Touche Tohmatsu were involved in the question of the panels. Is that right?---Yes.

And they were also involved in the question of the civic centre project?
---That's correct, yes.

And were you aware that Mr Baird and Ms Wallace of Maddocks were assisting Deloitte Touche Tohmatsu in relation to those matters?---I, I know, yeah, I know Maddocks were involved in, in the precinct yes.

All right. Now, the letter Exhibit 107, in the ordinary course of business would you have expected Deloitte Touche Tohmatsu to inform the Council that they had received that letter, either by sending a copy to the Council or by sending some minute with regards to its contents?---This is, this is addressed to Deloittes.

10

Yes. In the ordinary of course of events, bearing in mind it's about the Conder Street civic centre precinct project, would you have expected Deloittes to have referred a copy of that letter or a minute relating to its contents to the Council?

ASSISTANT COMMISSIONER: Mr Neil, it is cc'd to Mr Romano on the last page, isn't it, yes, unless I'm mistaken?

MR NEIL: Is it?

20

MS RONALDS: Yes, I was just about to (not transcribable).

MR NEIL: Oh, sorry, yes. You'd expect that, wouldn't you?---Yes.

And this one shows cc to Mr Romano, correct?---Yes.

Now, on what file would this letter have gone, what Council file? Would it be the one relating to the civic centre project?---There are a number of files relating to the civic centre project but I don't know what file it'd go in, I couldn't, off the top of my head I couldn't tell you.

30

It would go on some file related to that project, would it not?---It'd go on some file at Council, yes.

And would it be the case that at least by the time you became in charge of that project you would have consulted the relevant files to look at their history, correct?---I would have looked at, would have looked at a number of files but to say that I could possibly remember things that happened five years ago is just not, I mean, it's just not feasible. There's, I would not have, I can't remember back things five years so I couldn't say where this particular letter went.

40

But it may have been on a file that you read but can't remember, correct? ---It's possible, yes.

Yes. And could I ask you to look at Exhibit 112, do you see that?---Yes.

That's dated 21 February, 2007 and is an advice with the word draft on it?

---Yes.

Addressed to Mr Romano but it's regarding the engagement of the architect as a consultant. Correct?---That's correct.

Now, firstly, should that letter have gone onto some file in the Council?

---Yes, it should have.

10 And on what file should it have gone?---It probably should have gone onto one relating to the civic precinct, yes.

What about one relating to the selection of the architect?---It wouldn't go on a personnel file.

Well, in addition to your consulting files in your capacity as firstly an officer involved with and later in charge of the civic centre project, did you consult any files when you were put in charge of the selection panel for the architect?---I would have tried to get as much information as I possibly could, yes.

20

And would that information, would the information of Exhibit 112 be the type of information you would have been interested in?---I don't remember seeing this letter.

Is it a letter that you might have seen but can't remember?---I don't remember seeing it at all.

Have you ever checked as to whether that letter was on any Council file?

30 ---One of the reasons that I, no, I can't remember seeing it at all. It's a, just, just a, I mean, I have seen it in the last few days but - - -

You're aware, are you not, I think you said this to my learned friend yesterday, that both Exhibit 107 on the second page and Exhibit 112 on the last, on page 5 refer to the matter of conflict of interest of the General Manager in relation to the matter, don't they?---I don't remember seeing this letter at all because the, just looking at it there now, I can see there's, there's a mistake in it already so - - -

40 Have you checked as to whether it was on a Council file at any time?---No, I didn't. I haven't seen the, I haven't seen the letter.

Now, could you return those and might the witness be shown Exhibits 157 and 171, Commissioner, and 159, 157, 159 and 171. Now, Exhibit 157 - - - ?---Yes.

- - - and I will be subject to correction by learned counsel assisting the Commissioner, but I think I can put to the witness that that is one of the counsel assisting's tenders.

MS RONALDS: No.

MR NEIL: Not? Thank you. Well, I won't put that. 157 is the memo followed by a form of contract dated 12 June, 2009. Do you see that?

---Yes, I do.

Now, that one contains some handwritten notes apparently of Mr Romano, correct?---Yes, I can see that.

10

You have given evidence that you haven't seen that before this proceeding, is that right?---I've seen the, I've seen the, the briefing memorandum. I haven't, I can't recall seeing it with the, with the, with that note on it.

All right. But that says, well, we know what it says. Now, if I take you to Exhibit 171, that is dated 7 April., 2008, correct?---Yes.

And it has annexed to it a proposed contract of offer of fixed term temporary employment, correct?---Yes.

20

With a draft or with a date on it, 2 April, 2008?---Yes.

And that was a proposed contract at that stage for possible entry into between the Council and Mr Becerra, correct?---The renewal, yes, that's correct.

Renewal. The 2009 one, Exhibit 157, is for the same type of contract, isn't it?---Yes.

30

Although there is some amendment, I think the relevant one is on page 2 there's a paragraph 5 added?---That's right.

However, the one of, Exhibit 171 of 7 April, 2008, carries your signature, correct, the memo?---2008, yes.

And a recommendation the General Manager approve and sign the attached contract?---That's right.

40

Now, it doesn't, it doesn't appear that that contract was completed by the other party but that's the General Manager's signature approving it on the memorandum, isn't it?---Ah hmm.

Exhibit 171, I'm informed that there is a, Exhibit 119 matches it, but the Exhibit 171 contains approved by the General Manager, correct?---That's correct.

And it contains, if you can confirm, the General Manager's signature on page 6? No, that's Mr Becerra?---That's Mr Becerra's, I think.

Thank you, but it does contain the approval of the General Manager on the memo?---It does on the memo, yes.

But there is no handwritten note on that one similar to the handwritten note on the memo of 12 June, 2009, correct?---That's correct.

Appears to be no qualification to the approval signature, agreed?---That's correct.

10 All right?---I'm looking at that, yes.

Now, at some time a decision was made to use the company and a new contract was proposed and it became Exhibit 159, 21 November, 2009. Do you agree with that?---Yes.

Now, I just, isn't this the case, sir, that your memory is not complete of these events over the years, is it?---No, it's not complete, no.

20 You couldn't deny that you had, that, that, do you deny that there was no, that there was a meeting between you, Mr Romano and Mr Baird at which the questions of conflict of interest of Mr Romano in respect of the architect was mentioned? Do you deny that or do you say you have no memory of such a thing?---I've got no memory of the particular meeting, no.

All right. Just one thing, in the transcript yesterday at page 989, the last end of the page, you said you made an assumption that Mr Becerra and Mr Romano had gone to the same school. Do you remember saying that? ---I do remember saying that.

30 Did you have any information to base that assumption on?---Just that they were around about the same age and they lived in the same area and they were both of the same persuasion, if you like.

So you put all those together and you assumed they'd gone to the same school?---Yes.

I see, all right, thank you.

40 ASSISTANT COMMISSIONER: Yes. Is there anybody else who wishes to question Mr Hullick? Mr Leggat, yes.

MR LEGGAT: Mr Hullick, while you're there, we were provided with a document yesterday that became Exhibit 121. Paragraph 40 of the document records Mr Cummins's recollection of a conversation with what he describes as the executive. Paragraph 40. Just prior to the installation of the security system and before an executive meeting, Mr Romano said to the executive that, "I've been told it's wrong but I'm going to do it anyway." Now, presumably that relates to the installation of the home security system

at his house. How do you respond to what Mr Cummins recalls?---What was the date of that particular - - -

At paragraph 39 he says in mid-November, 2007, and in paragraph 40 he moves on to his next point so I presume it's around that time?---See, November, I, I don't specifically remember that. I'm not saying it didn't happen but I may not have been at that particular executive meeting. I was away in November, 2007 or a part of 2007, so it, I don't specifically remember that but if it was around the 8th, 9th, 10th, if it was around that time I was, I was in Melbourne.

Just so I can understand what is it you're saying - - -?--- - -Well, if - - -

- - - you think it's a possibility that those words may have been said - - -?
--- - -Well - - -

- - - but you just can't remember them?---Well, I don't know. I mean, I, it may be have been said to the executive that was there but I'm saying that I may not have been there and if I was I don't remember it. I don't remember it being said, said to me.

If Mr Romano had said to you, I've been told it's wrong but I'm going to do it anyway, is that the sort of thing that you would have remember?---Yes, I think I probably would have, yes.

If that had been said, would you or would you not have done something in response to hearing those words?---Well, I think with that particular incident I think there was legal advice obtained as to whether what Mr Romano wanted to do could be done and I mean, I was aware of that but I, I'm not of that, that's, those, those, that exact words. I knew that there was a situation where we had to get legal advice to see whether it was possible to do what Mr Romano wanted to do but I may not, so I, I wasn't around at the, I may not have been around at that particular time, so - - -

Well, let me broaden it a bit. Has Mr Romano ever said to you words to the effect, I've been told it's wrong but I'm going to do it anyway in relation to the installation of the security system at his home?---He's never said, he's never said that it's wrong but I'm going to do it, no. I don't, I don't ever remember him saying, using those words.

Or words to that effect?---Well, he, no, I, I remember that he, he was, he was adamant that he wanted the security system in and he wanted the, he wanted legal advice to see, well, he sought legal advice. I think, I think it might have been suggested that he should get legal advice before he, before he moves on it which, which was done but I don't remember him saying words to that, to that effect.

ASSISTANT COMMISSIONER: Yes, thank you. All right. Well, Mr Hullick, you are now stood down or is he to be excused?

MS RONALDS: Stood down and as I understand it - - -

MR EURELL: I understand he is to be recalled either tomorrow or Thursday depending on how we proceed. I am going to reserve any re-examination until then.

10 ASSISTANT COMMISSIONER: Yes, Mr Eurell. All right, well, you're stood down Mr Hullick.

THE WITNESS STOOD DOWN

[12.21pm]

MS RONALDS: I call Ian Dencker.

20 ASSISTANT COMMISSIONER: Now, I've lost all track of space and time. Has Mr Dencker been here before?

MS RONALDS: No, he's been present in the hearing so it's confusing but he's not actually been in everyone's favourite seat I don't think yet.

ASSISTANT COMMISSIONER: All right. Mr Dencker, have a seat. You've been called here to give evidence and you are required to answer all of the questions put to you. You can seek a declaration under section 38 of our Act, the effect of which is your evidence can't be used against you in any future proceedings.

30 MR DENCKER: Yes, I seek that declaration.

ASSISTANT COMMISSIONER: You do wish to seek that. 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 him during the 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 Dencker, you're required to take an oath on the bible or to make an affirmation.

40 MR DENCKER: I choose the bible, Commissioner.

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

ASSISTANT COMMISSIONER: Yes, thank you.

MS RONALDS: Mr Dencker, can you tell the Commission your full name?
---Ian Dencker.

10 And your business address?---The address is 2, oh, 1-17 Elsie Street,
Burwood.

And your occupation?---Currently acting General Manager, my substantive
role is director of planning and environment.

And how long have you worked at Burwood Council?---Since 2003.

And when you were recruited there, what was the position to which you
were recruited?---Director of planning and environment.

20 So it's the position you still hold?---That's correct.

Everyone else seems to have had new titles along the time, way, but you've
stayed the same, have you?---Yes.

What are your primary responsibilities?---At the moment?

30 Mmm, no, not as acting General Manager, in your substantive role?---As
director of planning and environment my, my primary role has been to
deliver the Burwood town centre local environment planning so I think my
primary responsibilities I'd say is a planning role but I also, I've got a
responsibility to look after environmental health, building and development
which is DAs and building inspections and I also during my course of work
look after the front counter and call centre and, and I've more later taken
over the Council's enforcement ranger services as well as IT and records.

And is it correct that since Mr Cummins' departure you've taken on some of
the duties that fell under, in his portfolio?---That's correct.

40 And his position has not been filled, has it - - -?---I don't think so, no.
- - - in a substantive sense?---No, no, it has not.

And did you know Mr Romano before he started work at Burwood Council?
---No, I did not.

So if I could ask you to turn your mind to 2007 and 2008, how would you
describe your relationship with Mr Romano at that time?---A good working
relationship.

And did you have a personal friendship?---No.

So you didn't socialise out of work?---Never.

There are some receipts that Mr Romano has claimed for coffees and meals with you. Do you say that they would have been entirely work-related?

---Entirely work-related.

10 And no personal relationship?---No personal relationship.

And are there occasions when Mr Romano has rebuked you for work you've done or ideas you've offered?---Mr Romano is a, and I'll call it a tough typical local government general manger and I've worked with similar general managers in the past that have that sort of tough style so he falls into that category and, yes, at times he's had, he's, I wouldn't say he's rebuked me but I'd say he has, he has a fairly tough sort of manner but I, I felt that, that the working relationship was always good but he would sometimes differing in my views and, and we would have, like I would describe healthy
20 discussion about how things should be carried out in the best interests of Council.

And would it be correct that where there was a disagreement his view always prevailed?---No, no, I wouldn't agree with that at all. I would never, if there was something, especially in the planning area because the planning area is my area of expertise, if I had a particular view and Mr Romano would ask me for my view, if it was a different sort of opinion I would say that on all such occasions my view would prevail.

30 And the depot wasn't one of your responsibilities, was it?---Not until partially my responsibility as, as the chair of the depot cross-functional team but in terms of the primary responsibility, that would be with the director TS&O, technical services and operations and also the depot works manger.

So that's Mr Azer for those of us who - - -?---That's correct.

- - - find life easier with names rather than titles?---Yeah, yeah, sorry, that's right.

40 Now in terms of the library project, civic precinct project or whatever - - -?
---Yes.

- - - what if anything was your role in relation to that in the course of 2007?
---With the, with that project there was like what we called a Chinese wall which by that I mean I was on the development and assessment side of things everyone else was on the, it was effectively Council's developer so to speak so he was application, applying the project and I was the person in charge of carrying out assessments through independent planners of various

aspects of that so there was I guess an active desire by all involved, Mr Romano, Les and myself to ensure that that Chinese wall, for want of a better word, always prevailed so I would sit on the periphery but I wouldn't be actively involved and I wouldn't attend the weekly steering committee meetings for example because we felt that I should, and I thought myself that it was appropriate for me to keep that distance because if I was the, I couldn't both, I couldn't wear two hats so to speak.

10 So what role, if any, did you have in deciding that Council should have an architect, in-house architect?---My role would have been, to be truthful I can't remember any direct role in that but I was, and I'm sure the (not transcribable) involved in the selection process.

And what do you recall about the selection process?---I was brought in as a, I guess an independent member of the executive fairly late in the stage and I was asked to sit in on the panel and, and, and be part of that process.

20 So you didn't have anything to do with any discussions earlier in the employment position about engaging Mr Becerra as, on a consultancy or under a contract?---I can't recall having any detailed conversations to that effect.

When did you meet Mr Becerra?---I'd met him as he was, the first time I met Mr Becerra and I can't remember if I spoke to him on the phone or he actually came in and he was at that time part of the private practice and he was the, he was the architect acting for an applicant in relation to a DA and I met with him as part of the pre-DA process.

30 And so that was about a matter unrelated to the library project?---Oh, yes, unrelated, yes.

And do you remember when that was?---I can't recall, but there would be, I remember the address, I think it was 47 Railway Crescent, the address. But it could've been 2004 perhaps, it was quite early in my stay with Burwood Council.

But while he was working for an architectural firm and working on Burwood work - - -?---Yes.

40 - - - that is the library project, did you have much to do with him prior to the beginning of 2007?---Not, not in the working sense, I think, you know, it's a small Council so we'd cross in the corridor. But I didn't have like a daily working relationship with him.

And you didn't have a social relationship with him?---No.

So you weren't friends?---No.

And you were asked by someone to be on the interview committee. Do you remember who asked you to do that?---I can't remember. It might've been Peter Macklin, he was, he was sort of, I think they'd already gone through the, the pre-recruitment with the Recruitment Edge, I think it was. And, and I'd been asked fairly late in the process.

So you didn't have anything to do with formulating the advertisement?
---No.

10 Or what were the terms and conditions of employment?---No.

Right. Did he sit on the interview committee?---Yes.

And if the witness could be shown 145. And this is a bundle of documents that have been put together for the purpose of the hearing. And there's some page numbers down the bottom. If I could ask you to turn to page 24 when you get the bundle?---Yes. Yes. 24.

20 Page 24, Mr Dencker?---Yes.

Do you see that?---Yes, I see that.

You've seen that document before?---I can't recall seeing it, but I - - -

You don't doubt that that's your signature?---That's my signature, so obviously I have seen it. Yeah.

30 And is it, have you had an opportunity to read it in the last few days?---No, but I could sort of see parts of it on the, on the screen, but I couldn't read the writing. Could I be excuse just to have a quick read?

Yes. (not transcribable)?---Thank you.

Now during the course of the interview was there a discussion about, with the applicants, about what their duties would be at Council?---I can't recall what the individual questions were. If I had that list of questions it might refresh my memory. There were a number of questions.

40 When you say that list of questions, is that because you've seen an email recently with some - - -?---No, I think it came out in the, in the evidence of the Mayor when somebody had formulated a set of questions. And I remember there were a set of questions that had been prepared. But, I can't - - -

Right. You don't have any (not transcribable) recollection of it?---I can't remember specifically, but my, my understanding at the time was the person would be our principal architect. And I guess I had a, a view in my own mind of what Council's principal in-house architect would be.

It's correct isn't it that your view was that the principal architect was available to do any sort of work within Council that an architect may be useful for?---Yeah, absolutely. That's correct.

And it certainly wasn't your view, having been party to the interview, that the only work the person selected to do was to work on the library project? ---That's correct. Yes.

10 And there was nothing said during the course of the interview to the best of your recollection that's conveyed the impression to the, the candidates that they are only to work on the library project?---That is correct.

And do you recall during the course of the interview any discussion with the candidates about the necessity to only attend at the Council for a minimum of eight hours per week?---No, I do not.

20 And do you recall during the course of the interview, just focusing on the interview, not later?---Yes.

But during the course of the interview that they were free to work for other, do other work other than Council work?---Can you just clarify that certain part of the question? I don't understand it.

During the course of the interview - - -?---Yeah.

30 - - - do you recall any discussion with either of the interviewees that they would be doing work for Burwood Council but they would be able to have, do other work, private work that wasn't Council - - -?---Oh, private work. I don't recall that at all.

And is your recollection of the interview process quite clear at this stage? ---Yeah, reasonably clear, yes.

All right. Thank you. And you understood and this was put during the interview that it was a twelve month engagement?---I can't, I think it was, it was for a limited tenure. It wasn't like forever, it was, it was - - -

40 And it was for a set sum of \$140,000?---Yes, I remember the amount.

And you didn't have anything to do with setting that amount?---No, I did not.

That was all done before you walked into the picture so to speak?---That is correct, yes.

Now it's correct is it not that after Mr Becerra was engaged you gave him some other tasks to do?---That is correct.

And Mr Becerra didn't say to you did he, I can't do anything else, I'm only here to work on the library?---He never said those words. He was always very willing to assist.

Yes. And it was your understanding that that's what he was there for, to do any sort of work that the Council required that needed - - -?---Exactly.

10 And acting on that view of yours you provided work and did you later see a, an invoice in relation to some work done by Mr Becerra?---I can't recall. But I can, I can see that I signed one and I can - - -

Do you have any independent recollection - - -?---Yes, I do.

- - - of receiving that, not seeing in this, I know it's hard when you've seen documents here to - - -?---I have a recollection of events leading up to the invoice which may assist the inquiry.

20 All right. Well, if you've got, have you still got Exhibit 145, the bundle there?---I've got, what page was that, sorry?

Well, I think, but you'll have to help me, on page 11?---Yes.

I think that's the one you - - -?---Oh, yeah, my squiggle somewhere. Yep. Yep, it's on page 11, that's correct.

That's your signature isn't it?---That's correct. Yes.

30 Now again, trying not to muddle up with what you might've thought of now?---Yes. Yes.

40 But what do you recall that led you to sign that invoice?---Well, leading up to that, that Mr Romano approached me and he said, he appeared a little bit unhappy, he said, well, he called me Dencko, you know, what are you doing? You're, you're giving Albert all this work. You know, this is, this is impacting on his delivery of the, of this, the civic project. And I said to Pat, I'm sorry, but it's my understanding he's the principal architect and we've been using him and Albert hasn't had any concerns. He's been doing a great job for us and we're, you know, we're saving a lot of money by, by using him. And, but he said, no, that's not correct, Ian. I said, Pat, Pat, Mr Romano said, Albert has a contractual right to, to, to bill for this work because it's above and beyond what he was, the way Council engaged him. And, and (not transcribable) I think, I think that Albert is reluctant to, to bill Council for this. And that, and you should have a talk to him. He, he was being, like it was almost like he was, that Albert was being, you know, too helpful and he didn't want to charge for it, but he, he was entitled to charge for it. Does that make sense?

Yes. So was it conveyed to you, in essence, you were exploiting him?---Not so much, I think it wasn't so much exploiting him. I think the General Manager, Mr Romano, was happy like about the, but he was, I think he was concerned about the impact it was having on, on Mr Becerra delivering his, the civic, the civic, which was his prime progress. And I had given Mr Becerra and staff had given him quite a lot of work. And I'd personally given Mr Becerra a lot of work. So it wasn't that I was exploiting, it was, like it was more it was impacting on the delivery of the civic and Mr Romano said, look there'll be some, there'll be some invoices forthcoming for the work done. I can't remember the exact words it was, but, so when this, this invoice arrived - - -

Right. I'll stop you there?---Yeah sure.

And that point which is the invoices are dated March, 2008, so that conversation would you say would be late February, early March, 2008?---I haven't, I haven't got a (not transcribable) recollection of the, of the date. But when I saw that flashed up yesterday, it prompted my memory of the discussion that Mr Romano had with me. But I, it was not that long before these invoices came. It would've been sort of in the (not transcribable) maybe two, three weeks before, but I couldn't be sure. But it was - - -

But it was around that time?---Around that time before the invoices arrived, yes.

All right. Now before, from April which is when the interview committee was, April, 2007 - - -?---Yes.

- - - and February, 2008, had Mr Becerra ever said to you, when you asked him to perform any extra tasks - - -?---Yep.

- - - these are extra billable hours or - - -?---Never.

You know - - -?---Never.

- - - going to have to send you an invoice for this?---Never.

Do you understand that when you do this that, you know, at some stage I'll have to bill you - - -?---Never.

Anything like that?---Never.

So you proceeded all the time on the assumption that it was just - - -?---Yes.

- - - within the job as you understood it - - -?---Absolutely, yeah.

- - - (not transcribable) process?---Yes.

And was it not correct that at that stage it was the progress of the LEP that was holding up the, the overall project of the library project, progress of the library project?---I think that's, that's a fair comment to make, yes. It certainly had, there, the civic precinct project couldn't really commence until the, the LEP work had been completed because that would enable the, the increase in the value of Council's assets which could then deliver, deliver the library the least cost to, to ratepayers.

10 And it was right, wasn't it, that until the value of those assets was known, then the pool of money to be used to develop the library project wasn't known, that is, the parameters weren't set until - - -?---That's probably even, probably wasn't (not transcribable) detail, probably just more looking at, my job was to make sure that we get the LEP and also working with the independent (not transcribable) I can't remember whether that was, no, it might've been slightly later.

20 But the LEP hadn't, by say late, say December 2007, January 2008, it had not completed that process, had it?---No, the LEP it still hadn't, the process still hasn't been completed with the LEPs, Burwood (not transcribable) LEPs still awaiting to settle.

So it hasn't been gazetted still?---It hasn't been signed off by the minister yet.

Okay, but going back to early 2008, there was still quite a lot of work to - - - ?---Yes, absolutely.

30 And as I put to you, that the delay in the overall project was linked to that rather than the fact that Mr Becerra hadn't advanced with the drawings? ---Oh, I'm not, I probably can't really comment on that because I'm not really sure what happened at the steering committee but I, I certainly know that Mr Becerra's work was valuable to me in terms of delivering the, the, the planning matters that we had to deal with.

Right?---Planning and an architectural matters which is where they intermeshed.

40 And they were linked in to the, they were part of the LEP?---The, the, the, the input that Mr Becerra had was, yeah, was certainly linked to the LEP absolutely.

Which was linked to the library project, it was - - -?---Yeah, but it was different, like, the library project was sort of pure architectural service to assist, more, it became a, more architectural planning exercise so they were, they were quite distinct.

All right. But Mr Romano conveyed to you that Mr Becerra had a contractual entitlement, that was your understanding?---That's right, yeah,

words to that effect that he was entitled to invoice and he hadn't, just like I said before.

And did you then have occasion to review Mr Becerra's employment contract to determine whether that was correct?---No, I, I, I took the General Manager at his word. He was very adamant. He was, he was very clear. He said, and he, and he said, look, this is, I did not look at any documents relating to that. I took the General Manager's, I trusted him, I guess, and what he said was correct.

10

And he was a bit fired up about it, wasn't he?---I wouldn't say fired up. He was, he was, no, he wasn't fired up angry because I, he was, he was, he was more saying, like, you know, what are you doing, you know, you, you, you're using, it's just as I explained before.

Yes, that's fine?---Yeah, he wasn't fired up.

So you were then provided with the invoice that we were just looking at?
---Yes.

20

Do you have that there?---Yes, I have that here, yes.

And you see it's a claim for 44 hours?---That's right.

Now, have you ever seen a schedule setting out, you know, the first of the month, these many hours, whatever, the basis to arrive at that 44 hours?
---What we got, the nature of the work that Albert did for me was, was quite complex and it, it involves going through the whole LEP and, and also associated documents so I'd personally seen the track changes in the changes to drawings so if I, there could be an attachment to this but it'd probably be quite a big bundle and I'd seen all those because I'd instruct Albert and I knew exactly what he'd done and, and I must admit, well, if, if you had to engage say an architectural firm and we had used prior to the principal architect and this is why I was, I was sort of happy that we hadn't (not transcribable) outside because I didn't have to spend money on, on say an external architectural firm. We could've spent anything from 20 to 30, to 30, \$50,000 on say a, on a project to review that (not transcribable) so there was, it was value. So when I saw this claim here which I understood to be from talking to Mr Romano at that time, I said, well this is, this is a really an under payment. This is, you know, \$8,800. If I'd gone to another firm or, or my experience with using similar firms in the past and, and, and those invoices could be made available to see how much we actually spent on similar work, the amount would be, in my view, professionally, would be far greater. So, so, when I saw that I was happy to sign off on that because I knew how much work, like, he was basically working on some, some weeks full-time from my area, from my (not transcribable) - - -

30

40

All right?---Because we, so, I didn't have issue at all with signing, because I knew he'd done the work. I could attach a, a, a massive bundle showing exactly the track changes and I personally witnessing, day in, day out, doing that work.

All right. -And, and, and to (not transcribable)

But casting your mind back, there was nothing attached to this invoice, was there?---I can't recall that to be, to be honest. I can not recall if there was.

10

If, in all the documents, nothing had turned up attached to it, that wouldn't surprise you?---No, sometimes could, invoices would have attachments to it but I think it would've been very difficult on this one to attach anything because it would be a - - -

No, I understand that?---Yeah.

20

But when you, in terms of the quantum of \$200 an hour, did you have any discussion with Mr Romano in that first conversation about the amount per hour that Mr Becerra would be paid?---I can't recall that but I do recollect having a, a discussion with Les not so much about this invoice but more about the general matter that had cropped up with this invoice was turning up and I, I, the \$200 in my, I can't recollect exactly but I think to both I said \$200 appeared a, a, was a reasonable amount and also from my discussion with Mr Romano backed up with the follow-on discussion with Les it, it was, in my mind I was sort of satisfied. Also my professional knowledge of that amount is reasonable for the calibre of work we were going, I didn't raise an issue with that because it appeared reasonable, the, the, the hourly figure and also the - - -

30

And the 44 hours appeared to you, from what you knew?---Oh, yeah, underestimate like the - - -

You recognise when you say it was underestimated that you knew he was also being paid an amount per week or fortnightly by the Council as part of the \$140,000 a year?---That's correct, yes.

40

So that it wasn't entirely, as it were - - - -?---No, but still it was still, I, I understand what you're saying and, and, and I guess it did cross my mind but I had (not transcribable) that the General Manager, Mr Romano, had advised me that he had a contractual right to do so.

All right. And so you were happy or satisfied to sign of as the approving officer?---Absolutely, and, and the, and the work was first rate, like, there was no complaints.

And there was no concern about the quality?---Absolutely not, absolutely not, but I think Mr Becerra had a real passion for Burwood and I think that

came through in his work and he sort of went that extra, extra mile so I was, had no concern about the quality whatsoever.

All right. Now, you didn't, you weren't involved, were you, in the development of the 2008 contract for Mr Becerra?---No.

But you became involved in the development of the 2009 contract?---Yes, that's correct.

10 Do you remember how that came about?---Yes, I do.

And how was that?---It was a meeting of the executive and, and there seemed to be a disagreement that had developed between Mr Romano and Mr Hullick and Mr Macklin and I'm, I'm not a employment role specialist. Like, I had a good knowledge of planning work but I, I find, like, if I speak to Mr Belling, I usually get lost after two, three, I just, but in my, I guess (not transcribable) brain it appeared that Mr Romano apparently wanted a contractor but what he got was a contracted employee and there was discussions at the executive. I can't recall the discussion that led to but I
20 think what happened was, I, there was, there was heated discussion as to, there was, I guess at the executive, this executive meeting, I'm pretty sure it's an executive meeting, and, and what, what I, I guess volunteered to do was to I'll get some legal advice and I - - -

Right?---And I've since had opportunity to, to go through all my emails that relates to Mr Becerra and I shot off an email to Mr Baird.

Right?---Saying, can you please advise, and I believe you have a copy of that.
30

Right. Yes. If I could, if the witness can be shown Exhibit 157. Is that the email you're referring to?---That's correct.

So did the executive authorise you to step into the loop in essence?---I'm not sure if they authorised me. My, my, I said, look, it wasn't, I think Mr Hullick was busy at the time with something else. I can't remember if he was actually there at the meeting or not. But I sort of wanted to, I said, I'll try and get some legal advice and I, I just wrote Mr Baird a, so I can't, I can't recollect him saying, Mr Dencker, you are officially authorised to do
40 this matter. It was more I said, okay, I'll just, it only took me like, you know, twenty seconds to shoot this off.

Right. And this is an email you sent on 16 June?---That's correct.

And there's a bundle of documents attached to it. To the best of your recollection is that a correct bundle that was attached to what you sent?---I can't, I can't, I can't (not transcribable)

All right. Well just look at page 2 of the document. You see it was, there's a memo from Mr Hullick to Mr Romano and then there's some handwriting on it saying, refer to I Dencker?---Yes. Yes.

Now, prior to the last few days in this inquiry, have you seen that document before?---I can't recall ever seeing that before.

10 Right. And in terms of the contract is it possible that you sent that to Mr Baird?---It's possible. If it's, if it's part of those scanned documents, then, then I obviously would have, would have done that.

Well, what I'm trying to clear with you, what is the scanned document. This is not a document that I have, I know the provenance of, so I'm just trying to explore with you what it might be?---Yeah. My recollection of the matter, there was, there was another email when Mr, but I think that came later, I'm trying to work out. There was, there was a whole group of emails, but I do not recall - - -

20 Sir, we'll get to those in a moment?---Yeah.

But - - -?---I do not recall seeing those ones. It could've been but - - -

But you don't recall seeing that handwritten note?---I do not recall seeing that.

Do you recall on or about 16 June from the 12th or around the 12th - - -?
---Yes.

30 - - - 11th, 12th, 13th of June having a discussion with Mr Romano about a possible conflict of interest in relation to him and Mr Becerra?---No. Not at all.

And in 2007 prior to the interview that you had with Mr Becerra, had you ever had a conversation with Mr Romano about a conflict of interest in relation to Mr Becerra?---Never.

Did you know when you interviewed Mr Becerra in early April, 2007 that Mr Romano and Mr Becerra were friends?---No.

40 Did you know they had a business relationship?---No.

And when do you say you discovered they were friends?---Well, at this, at this hearing.

And when did you discover they had a business relationship?---At this hearing.

So do you say you'd not heard of Befaro until this hearing?---That's correct. Yes.

Or not even the name of the company, but the units?---The only (not transcribable) heard that it was in The Sydney Morning Herald, the name was mentioned there.

10 Yes, it was mentioned there, so - - -?---Yeah. So when I read the paper like everyone else, so, yes, I would have, but officially the hearing here was the first time.

Right. But so in terms of state of knowledge until 4 April, which was the day of the Sydney Morning Herald, 2009, which is the day of The Sydney Morning Herald publication?---Yeah.

Up until that point you didn't know of any pre-existing relationship between Mr - - -?---No.

20 So Mr Hullick didn't say to you before or after the interviews, you should just note that Mr Becerra and Mr Romano are friends?---No.

And you didn't know the extent of their relationship, at least until April, 2009?---Well, that was, only from what I could - - -

And formally you didn't know until this inquiry?---That's correct, yeah, only from the, yeah, that's right.

30 And so you have no recollection of a conversation with Mr Romano in June, 2009 about a conflict of interest?---No, no recollection whatsoever.

And did you raise it with him, because June, 2009 - - -?---I, I would remember it if that was said. No, he did not say that to me.

Right. But June is obviously after April, 2009, so it's been in The Sydney Morning Herald by then?---Yes.

40 Was there no discussion between you and Mr Romano after The Sydney Morning Herald publication about the issue of conflict of interest in terms of a relationship with Mr Becerra?---No. No. No discussion between me and Mr Romano about that.

That's not a matter you troubled yourself with at all?---Are you saying - - -

That wasn't a matter you were involved in?---Yes, I was - - -

About whether there was a conflict of interest and what extent it may be?---I had, I had, up to that stage I had no knowledge of any, so - - -

So that's not the trigger for this email?---Absolutely not, no. The trigger for this email is there was a, this, this, I saw it more as a, you know, you had Les and Peter and Pat sort of disagreeing with each other, I was saying let's try and assist - - -

Let's solve it, let's sort it out?--- - - - let's try and get, let's try and find a way forward, is there some way we can move this forward so that, you know, I didn't want to see - - -

10 (not transcribable)?--- - - - as part of the team you want to see some unity, you don't want to, you want to try and find a proper path forward.

You don't want a blue on the executive about something that can be solved relatively - - -?---Exactly, yeah, and that's right.

And have you still got Exhibit 145 which is the bundle?---Yes, oh, no, I gave it back. I was being good.

20 It's being returned to you and if I could ask you to turn to page 21. Now, you're talking about some emails, you see there's an email starting down the bottom of page 21, Ian and David, that's you, isn't it, you and Mr Baird?
---Yes, yes.

You see it's send from Mr Macklin to you and Mr Baird and Mr Macklin sets out his view about the matter and Mr Becerra's employment status?
---That's right.

30 And then Mr Romano, who is copied in, then he responds and says, I dispute your suggestion that Mr Becerra was employed as an employee, et cetera?---That's right. I, I - - -

And when you were referring earlier to a string of emails these are the ones you were talking about?---That's correct, yes.

And at that point you - - -?---But not, yeah.

I'm sorry?---That's fine.

40 As at 17 or 16 June, 2009 you'd not reviewed the former contracts for Mr Becerra, that is the 2007 contract?---No, I never, I never reviewed that contract.

Or the 2008 contract?---I never reviewed it, I never read it.

So you didn't know what his status was in a legal sense?---No. To me it was like a very complicated and my focus was purely on getting the Burwood town centre and this was like the last thing I needed to try and, because we probably had to, when I looked at it, this is, this is going to, you

know, it's going to take you weeks and weeks of research to get up to speed with it so - - -

And you weren't that interested, what you wanted a way forward?---What I wanted, that's correct, I wanted that, that matter resolved. If there was a legal way to, to satisfy what the General Manger was after and also balancing that with proper workplace laws and what, trying to see if there was some, yeah, if we can find a way forward, that's correct.

10 And you didn't, you didn't have any conversations with Mr Becerra on or before 16 June, 2009 saying I want to change my status from an employee to a contractor?---Never, never.

You weren't engaged in any sort of discussion like that?---Never, never whatsoever.

And then the matter continued and in September a consultancy agreement was developed. Did you have anything to do with that?---What, what transpired and there's a lot of emails that talk about that and I've had
20 opportunity to read that.

Right?---There was a little bit of exchange between myself and Mr Belling and my, I had a very short conversation with Mr Belling and Mr Belling said that - - -

Is this the one that you were not able to decipher easily or is it one you understood this time?---No, no, well, Mr Belling, I must admit I, I don't have the ability to really decipher what he's saying and it's no disrespect to him but I reiterated my concern to Mr Belling this is what, I think I was
30 aware of the fact that he'd been somehow copied in on this and I presume that David Baird had handed that matter over to him because he looked after, he was the expert on this sort of - - -

On employment matters?--- - - - in this matter so, so I got a, I got an email back from him that said, Further to your instructions, but I mean I couldn't even understand the first paragraph so I assumed that his, when he referred to my instruction was in fact the instructions of, of Council as a whole as perhaps (not transcribable) him through a combination of reading the emails as articulated by what the General Manager's view of the situation was and
40 then as, as briefed by Mr Baird to Mr Belling but what I tried to explain to Mr Belling the point is it appears to me that the gentleman wants a contractor but what he got was a, a contracted employee - - -

Right?--- - - - and, and at that stage I said Look, I think there seems to be some misunderstanding, you know. The General Manager said he wanted this but Mr Macklin and Mr Hullick are adamant that, you know, this is what, what, what was actually, what was desired so they were sticking to their guns and the General Manager was sticking to his guns.

And your only interest was moving it forward?---Yeah.

And how did you understand it was moved forward in the end?---Well, I sort of, I could just see this is, this is getting way too complex and I was inundated with work there and I didn't have - - -

10 You had a real job?---I had, I had to, I had to put all my other work aside to focus exclusively, get all the documents out and go back to the, right to the start to try and work out myself and then also try to get a crash course in employment law. I said, and during this time too Les and Peter Macklin were dealing with it anyway so I was almost like the, I was like a messenger so it's like, you know, just, so I said, Look, Les, you're dealing with this anyway, I'll give it to you and I need that put into a, to Mr Belling and after that that was the end of the matter and I got back to focussing on my other work.

20 You went back to what you were employed to do and as far as you knew then you weren't, you didn't know what happened in relation to the contract of employment et cetera?---No, that's right.

It didn't go back to an executive meeting that you were at?---I can't, cannot recall that.

Right. Commissioner, I notice the time.

ASSISTANT COMMISSIONER: Yes. We will adjourn until 2 o'clock.

30 LUNCH ADJOURNMENT

[1.02pm]