



Report of Investigation

**Concerning Allegations of Conflict of Interest in the
Award of Contract
for Artistic Direction of the 2016 Independence Grand
Gala Celebration by the Jamaica Cultural Development
Commission (JCDC)**

**Integrity Commission
March 2022**



This Publication until tabled in Parliament shall be confidential.

Sections 55 (4) and (5) of the Integrity Commission Act states:

"(4) Anything said or information supplied or any document or thing produced by any person for the purpose or in the course of any investigation by or proceedings before the Commission under this Act, shall be absolutely privileged in the same manner as if the investigation or proceedings were proceedings in a court of law.

(5) For the purposes of the Defamation Act, any report made by the Commission under this Act and any fair and accurate comment thereon shall be deemed to be privileged."

Section 56 of the Integrity Commission Act states:

"Subject to Section 42(3)(b), every person having an official duty under this Act, or being employed or otherwise concerned in the administration of this Act (hereinafter called a concerned person) shall regard and deal with as secret and confidential, all information, statutory declarations, government contracts, prescribed licences and all other matters relating to any matter before the Commission, except that no disclosure made by the Commission or other concerned person in the proceedings for an offence under this Act or under the Perjury Act, by virtue of Section 17(2) of that Act, shall be deemed inconsistent with any duty imposed by this subsection.

(2) The obligation as to secrecy and confidentiality imposed by this Section, in relation to any documents, or information obtained under this Act continues to apply to a person despite the person having ceased to have an official duty, be employed or otherwise concerned in the administration of this Act.

(3) Every concerned person who is required under subsection (1) to deal with matters specified therein as secret and confidential who at any time communicates or attempts to communicate any such information, declaration, letter and other document or thing referred to in subsection (1) disclosed to him in the execution of any of the provisions of this Act to any person —

- (a) other than a person to whom he is authorized under this Act to communicate it; or
- (b) otherwise than for the purpose of this Act,

commits an offence and shall be liable on summary conviction in a Parish Court to a fine not exceeding one million dollars or to a term of imprisonment not exceeding one year.

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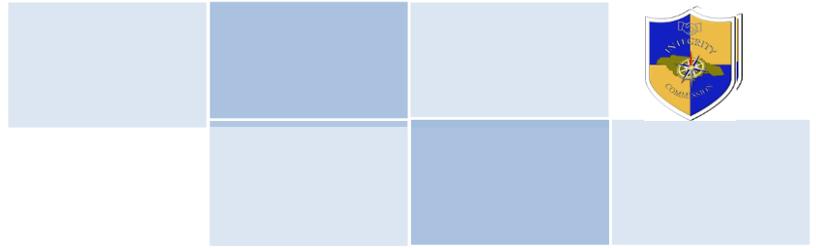
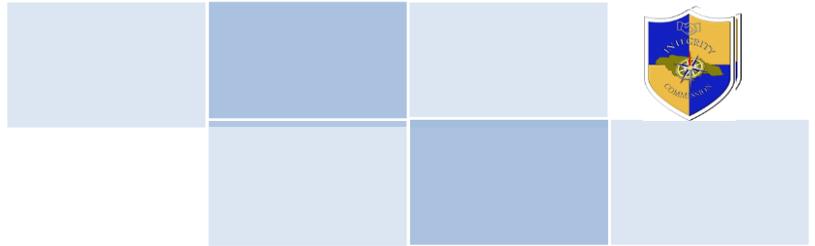


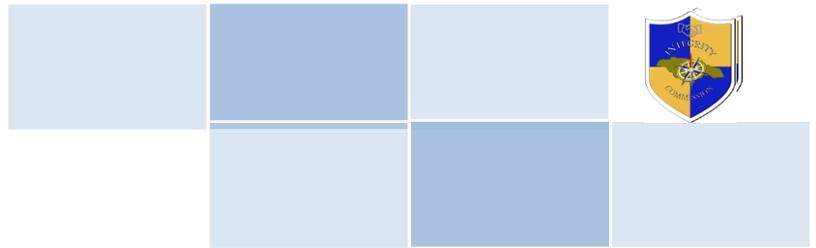
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Summary of Investigation

- 1.1 This investigation concerns allegations of a conflict of interest in the award of a contract for Artistic Direction of the 2016 Independence Grand Gala Celebration in the amount of \$15,000,000.00 by the Jamaica Cultural Development Commission (JCDC).
- 1.2 The decision of the Office of the Contractor General (OCG) to commence the referenced investigation was prompted by a Jamaica Gleaner newspaper article dated April 24, 2017, which bore the captioned subject "*I Was Not Aware, Says Grange – Culture Minister Insists She Had Nothing To Do With \$15-million Artistic Director Contract For 2016 Grand Gala.*" The referenced article also contained the following allegations:
 - 1.2.1 That Mr. Trevor Nairne, the partner in a company involving one of the senior advisors to the Honorable Olivia Grange, Minister of Culture, Gender, Entertainment and Sport, was contracted by the Jamaica JCDC to be the Artistic Director for the 2016 Grand Gala;
 - 1.2.2 That Mr. Nairne is the business partner of Mr. Lenford Salmon, Senior Advisor to the Hon. Olivia Grange, Minister of Culture, Gender, Entertainment and Sport and both men are co-owners of Jambiz International Limited, which was hired to produce the Grand Gala in 2012;
 - 1.2.3 That the contract was awarded "lock, stock and barrel", and that there was no negotiation on the amount proposed by Mr. Nairne to



design costumes, choreograph performances and pay assistants - all of which, it is alleged, could have been done by the JCDC; and

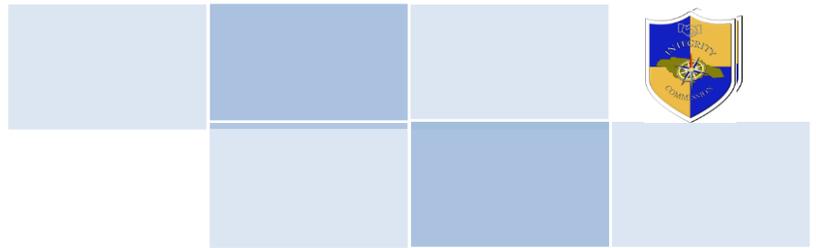
1.2.4 That fifty per cent of the contract amount (\$7.5 million) was paid to Mr. Nairne on July 15, 2016, the same day he submitted an invoice and that the balance was paid in equal installments on July 27 and August 28, 2016.

1.3 The aforementioned allegations and inferences raised several concerns for the OCG, regarding the allegations of conflict of interest in the recommendation and award of the contract and whether the procurement processes employed by the JCDC breached any applicable GoJ procedures, regulations or legislation.

1.4 Summary of Key Findings

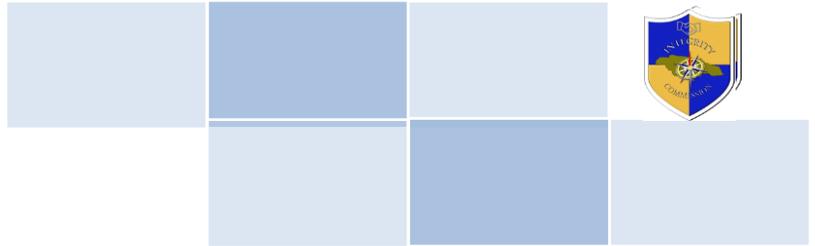
1.4.1 Mr. Trevor Nairne sent an Unsolicited Proposal dated May 27, 2016 containing the details of a proposed theme and concept for the 2016 Independence Grand Gala Celebration, to Dr. Delroy Gordon, former Executive Director, JCDC.

1.4.2 Following the submission of the Unsolicited Proposal, the JCDC awarded a contract for Consultants' Services dated June 22, 2016, to Mr. Trevor Nairne in the amount of \$15,000,000.00 for Artistic Direction

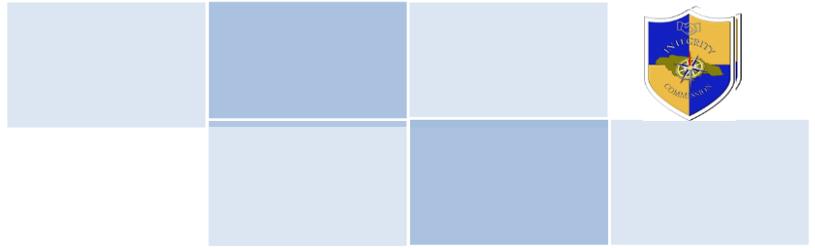


of the 2016 Independence Grand Gala Celebration, utilizing the Direct Contracting procurement methodology.

- 1.4.3 On July 7, 2016, at a meeting of the JCDC's Board of Commissioners, a request for the award of a contract in the amount of \$15,000,000.00 to Mr. Trevor Nairne for Artistic Direction of the 2016 Grand Gala Independence Celebration was considered and approved.
- 1.4.4 At the referenced Board Meeting, Commissioner Vernon Derby declined to vote, on the basis that the request for approval should have been placed before the Board's Finance Committee for consideration before approval.
- 1.4.5 The Accounting Officer of the JCDC, at the material time, breached Section 1.2.1 of the GoJ Handbook of Public Sector Procurement Procedures Volume I (GPPPH, 2014).
- 1.4.6 The JCDC is a public agency that falls under the supervision and authority of the Ministry of Culture, Gender, Entertainment and Sport (MCGES).
- 1.4.7 The DI has seen no evidence to indicate that the Honorable Olivia Grange, Minister of Culture, Gender, Entertainment and Sport was directly involved in the procurement, award and/or execution of the referenced contract.



- 1.4.8 In March 2016, Mr. Lenford Salmon assumed the role of Senior Advisor to the Minister in the Ministry of Culture, Gender, Entertainment and Sport (MCGES).
- 1.4.9 The DI found no evidence to suggest that Mr. Kmar Coombs, Head of Public Procurement, JCDC was aware of the Unsolicited Proposal or the circumstances under which the referenced contract was awarded to Mr. Trevor Nairne.
- 1.4.10 The DI found no evidence to suggest that Mr. Gregory Simms, then Production Manager, JCDC assumed responsibility for supervising and directing the production of national independence events and activities. The DI accepts the evidence of Mr. Simms indicating that this role was “...absorbed by the Executive Director at the time, Dr. Delroy Gordon.”
- 1.4.11 The DI found no evidence indicating that any Public Official/Officer or employee of the Ministry of Culture, Gender, Entertainment and Sports (MCGES) or the JCDC assisted Mr. Trevor Nairne in the creation and formulation of his Unsolicited Proposal.
- 1.4.12 The DI found no evidence to support a finding that prior to the formulation and submission of the Unsolicited Proposal, Mr. Trevor Nairne was aware of the opportunity to provide Artistic Direction for the 2016 Grand Gala Celebration.



1.4.13 Mr. Lenford Salmon and Mr. Trevor Nairne are two of four directors of a theater production company known as Jambiz International Limited and both men have a “...professional relationship which has spanned approximately thirty (30) years.”

1.4.14 Mr. Lenford Salmon was aware of Mr. Trevor Nairne’s submission of the Unsolicited Proposal to the JCDC and that Mr. Nairne was awaiting a response from the entity.

1.4.15 The DI has seen no evidence to support a finding that Mr. Lenford Salmon had any personal or professional involvement in the procurement and award of a contract awarded by the Jamaica JCDC TO Mr. Trevor Nairne, for Artistic Direction of the 2016 Independence Grand Gala Celebration.

1.4.16 The JCDC made the following payments to Mr. Trevor Nairne pursuant to the referenced contract:

- “ a. July 15, 2016 - \$7,500,000.00 being 50% deposit per contract
- b. July 27, 2016 - \$3,750,000.00 being 2nd payment per contract
- c. August 22, 2016 - \$3,750,000.00 being final payment per contract”

1.4.17 The JCDC failed to report the referenced contract which was awarded to Mr. Trevor Nairne in June 2016, in the amount of \$15,000,000.00, in breach of Section 29(b)(ii) of the Contractor-General Act.



Chapter 1 – Background

2.1 This chapter sets out the background information concerning the investigation, the jurisdiction and the decision to investigate, the scope of the investigation and the persons pertinent to the investigation.

Initiation of the Investigation

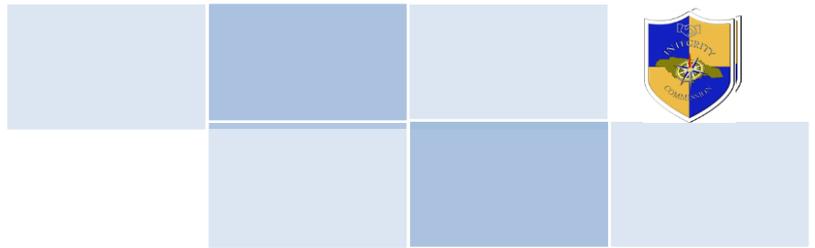
2.1.1 On May 9, 2017, the referenced investigation was initiated by the Office OCG, under Sections 4 and 15(1) of the then applicable Contractor General Act.

Jurisdiction

2.1.2 Sections 4(1) and 15(1) of the then applicable Contractor General Act empowered the then Contractor General to monitor and investigate the award and/or implementation of government contracts with a view to ensuring such contracts were awarded impartially, on merit and devoid of impropriety or irregularity.

2.1.3 Further, and pursuant to Section 63 of the Integrity Commission Act, the Director of Investigation continued the investigation into the said matter.

The referenced sections are outlined in greater detail in Appendix 1, are attached hereto.



The Investigation

2.1.4 During the course of the investigation, the OCG and subsequently the Integrity Commission (IC), conducted a comprehensive analysis of the sworn certified Requisition responses, supporting documents and records provided by the Respondents.

Individuals Pertinent to the Investigation

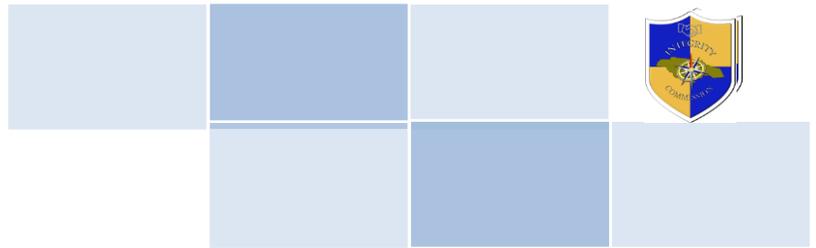
2.1.5 The following individuals and Public Officials/Officers, former and present, were required to provide sworn written responses to formal Requisitions directed to them:

- (a) The Honorable Olivia Grange, Minister of Culture, Gender, Entertainment and Sport (MCGES);
- (b) Dr. Janice Lindsay, then Interim Permanent Secretary, Minister of Culture, Gender, Entertainment and Sport (MCGES);
- (c) Mr. Orville Hill, then Acting Executive Director, JCDC;
- (d) Mr. Lenford Salmon, Senior Advisor, Ministry of Culture, Gender, Entertainment and Sport (MCGES);
- (e) Mr. Vernon Derby, Former Board Commissioner, JCDC;
- (f) Mr. Gregory Simms, Director of Events Management and Production, JCDC;
- (g) Mr. Kmar Coombs, Procurement Manager, JCDC; and
- (h) Mr. Trevor Nairne, Consultant Artistic Director, Jamaica 55 Grand Gala Celebration.



Chapter 2 – Terms of Reference

- 3.1 This chapter sets out the scope of the investigation and the issues that were explored.
- 3.2 In conducting this investigation, the OCG/IC sought to establish the following:
 - 3.2.1 The circumstances which led to the selection and award of a contract in the amount of “JMD\$15M” by the Jamaica Cultural Development Commission to Mr. Trevor Nairne for Artistic Direction of the 2016 Independence Grand Gala Celebration;
 - 3.2.2 Whether the selection and award of a contract in the amount of “JMD\$15M” to Mr. Trevor Nairne for Artistic Direction of the 2016 Independence Grand Gala Celebration amounted to a conflict of interest;
 - 3.2.3 The veracity of the allegations regarding payments made under the referenced contract, including the claim that 50% of the contract amount was paid to Mr. Trevor Nairne on the day he submitted an invoice;
 - 3.2.4 Whether the circumstances, which led to the selection and award of a contract in the amount of “JMD\$15M” to Mr. Trevor Nairne for Artistic Direction of the 2016 Independence Grand Gala



Celebration were in breach of the Government of Jamaica (GoJ) Public Procurement Procedures, the Public Procurement Act, 2015, the Financial Administration and Audit Act (FAAA) or any other applicable GoJ legislation or policies.

3.2.5 Whether recommendation(s) ought to be made to the Director of Corruption Prosecution (DCP); and

3.2.6 Whether recommendations ought to be made in respect of Anti-Corruption initiatives.



Chapter 3 –Discussion of the Findings, Evidence and the Law

4.1 The chapter sets out the relevant laws, inclusive of rules, regulations and other policy directives in respect of the investigation, the evidence gathered and the discussion of the findings.

The Circumstances Surrounding the Selection and Award of a Contract to Mr. Trevor Nairne for Artistic Direction of the 2016 Independence Grand Gala Celebration

4.1.1 In light of the allegations, the OCG sought to ascertain whether the contract was awarded to Mr. Trevor Nairne by the JCDC in the subject regard and the circumstances surrounding same.

4.1.2 Mr. Orville Hill, Acting Executive Director, JCDC advised the OCG that an Unsolicited Proposal dated May 27, 2016, containing details of the proposed theme and concept for the 2016 Independence Grand Gala Celebration was submitted to the Commission, addressed to Dr. Delroy Gordon, former Executive Director, JCDC by Mr. Trevor Nairne.¹

4.1.3 The said proposal offered a conceptual formulation of the Gala and indicated that the sum of \$15,000,000.00 would be sufficient to cover the cost of the proponent's services, including the following artistic services:

¹ Response dated May 17, 2017, from Mr. Orville Hill, Acting Executive Director, Jamaica Cultural Development Commission, to the OCG's Requisition dated May 8, 2017. Response 1a.



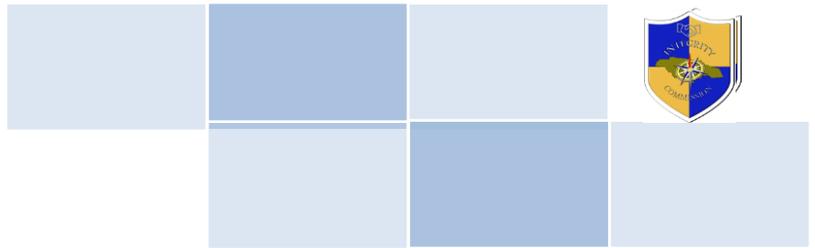
- “- *Design and manufacturing (labour and material) of costumes (approximately 1000) and props for performers*
- *Approximately 12 major/large costumes*
- *Choreography, team leadership and marshaling*
- *Production assistants and stage management team*
- *Fee for Artistic Direction/supervision...”²*

4.1.4 Mr. Hill confirmed that on June 22, 2016, the JCDC awarded a contract for Consultant's Services to Mr. Trevor Nairne in the amount of \$15,000,000.00 for Artistic Direction of the 2016 Independence Grand Gala Celebration.

4.1.5 The following elements were among the duties of the Consultant as outlined in the referenced contract:

- “A. *Implement the creative concept attached while designing and developing a project and production plan for the Grand Gala event...*
- B. *Work within the budget to execute the creative concept... with a specific focus on props and set design and overall artistry.*
- C. *Manage the overall Artistic Direction for the Grand Gala event [inclusive of] inter alia...*
 - a. *All Chorography, [sic] Music, writing, costuming, props, set and any other audio/audiovisual content necessary to*

² Letter dated May 27, 2016, from Mr. Trevor Nairne, Consultant Artistic Director, Jamaica 55 Grand Gala Celebration, addressed to Dr. Delroy Gordon, Executive Director, JCDC.



*execute concept... is excellent and appropriate for general audiences;"*³

4.1.6 Mr. Hill further stated that the "...*direct contracting methodology was therefore used to obtain the services of Mr. Trevor Nairne as the artistic director for Jamaica's 54th [sic] Grand Gala.*"⁴

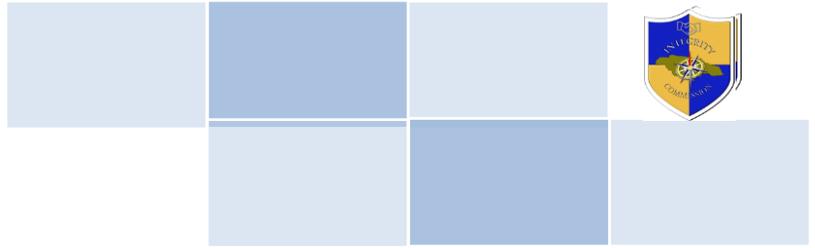
4.1.7 In relation to the extent of his involvement in the procurement process which led to the award of the referenced contract, Mr. Hill advised the OCG that the JCDC Board of Commissioners approved the request to award a contract in the amount of \$15,000,000.00 to Mr. Trevor Nairne for Artistic Direction of the 2016 Grand Gala Independence Celebrations at a meeting of the Board held on July 7, 2016.

4.1.8 A copy of an extract from the Minutes of the referenced JCDC Board Meeting dated July 7, 2016 was also reviewed, which confirmed representations made by Mr. Hill to the effect that the request was put before the Board and approved. The Request for Board Approval was stated as follows:

"Request (#2016-7-02) for the engagement of Mr. Trevor Nairne, Artistic Director, in an amount not exceeding J\$15M. Dr. Gordon informed Mr. Nairne has a wealth of experience in planning and successfully executing

³ Appendix A, Artistic Director – JA54th Grand Gala Consultancy agreement dated June 22, 2016

⁴ Response 1a from Mr. Orville Hill, Acting Executive Director, Jamaica Cultural Development Commission, dated May 17, 2017 to the OCG's Requisition dated May 8, 2017.



the Grand Gala event.... The budgeted amount will cover the design and manufacturing of over 1000 costumes, planning, stage management e.t.c.”⁵

4.1.9 The DI notes that Commissioner Vernon Derby declined to vote on the request, on the basis that, “...every request for financial commitment must first be submitted to the Finance Committee for consideration and approval.”⁶

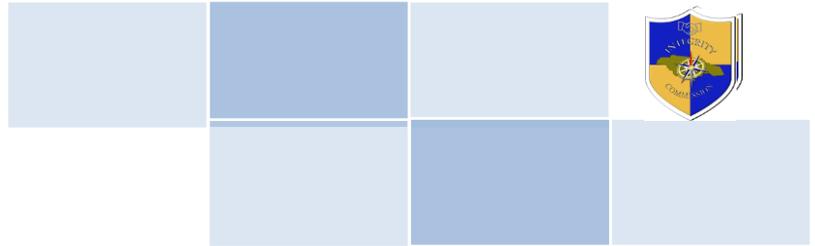
4.1.10 In light of the aforementioned representations made by Commissioner Vernon Derby regarding the process for approval of requests for financial commitment, the DI made further inquiries into the role of the Board of Commissioners and the Finance Committee of the Board in the approval of contracts awarded by the entity.

4.1.11 At this juncture, the DI highlights that despite service of a Notice dated January 28, 2021, pursuant to Section 33 of the Integrity Commission Act, as well as a Warning Letter dated April 9, 2021, as at the date of this Report, former Commissioner Vernon Derby has declined to furnish the Integrity Commission with a Statement regarding this investigation.

4.1.12 Mrs. Marjorie Leyden-Kirton, former Acting Executive Director, JCDC advised that the JCDC's Board of Commissioners did not play a role in

⁵ Extract from the Minutes of a Meeting of the Board of Commissioners of the Jamaica Cultural Development Commission dated July 7, 2016. Page 7 of 8.

⁶ Ibid.



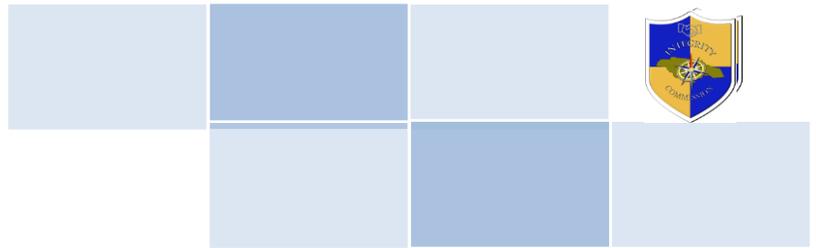
the approval of contracts awarded by the entity. Mrs. Leyden-Kirton further stated that in her capacity as Acting Executive Director, she was the only person authorized to approve contracts awarded by the Commission.

4.1.13 In outlining the details of the process and/or procedure applied in the approval of contracts, Mrs. Leyden-Kirton submitted an “Extract on Exclusions” contained in Section 1.2.1 of the GoJ Handbook of Public Sector Procurement Procedures Volume I (GPPPH, 2014).

4.1.14 The DI notes that the referenced section excluded the procurement of, *inter alia*, “works of art; artistic and cultural performances; creative products and services associated with the staging of cultural productions and services in support of, and associated with the staging of cultural events...” from the scope of the coverage of the GoJ procurement guidelines. However, the referenced section further indicated that “*These issues will be governed by other guidelines or where no guidelines exist, Procuring Entities may refer to industry practice or utilize their own procedures.*”⁷

4.1.15 At this juncture the DI highlights that despite the inapplicability of the GOJ procurement guidelines, Mrs. Leyden-Kirton neglected and/or failed to outline any other guidelines, industry practices or internal procedures

⁷ Section 1.2 of the Government of Jamaica Handbook of Public Sector Procurement Procedures Volume I (GPPPH, 2014)



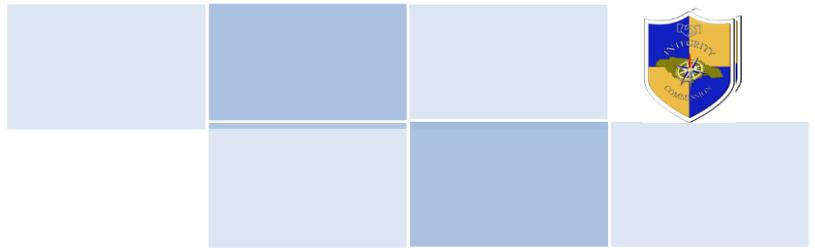
by which the Commission operated in the award of contracts in respect of artistic services.

4.1.16 With specific regard to the contract awarded by the JCDC to Mr. Trevor Nairne Mrs. Leyden Kirton made the following representations:

“Further to reviewing the Minutes of the JCDC Board meeting held on July 7, 2016... I was unable to decipher the specific reason(s) for which the referenced contract was submitted to the Board for ‘consideration and approval’ neither was I able to identify whether the referenced contract was submitted to the Board of Commissioners for approval... approximately fifteen (15) days after the contract was executed on June 22, 2016 nor the extent of the authority of the Board of Commissioners in the approval of contracts awarded by the JCDC and the source of any such authority.”⁸

4.1.17 The DI notes that the request for the engagement of Mr. Nairne for the role of Artistic Director was approved by the JCDC’s Board of Commissioners in the same July 7, 2016 meeting in which Commissioner Vernon Derby’s declinature was recorded.

⁸ Response 2 from Mrs. Marjorie Leyden-Kirton, Acting Executive Director, JCDC, dated November 19, 2021.



4.1.18 The JCDC is a public body that falls under the supervision and authority of the Ministry of Culture, Gender, Entertainment and Sport (MCGES).⁹

4.1.19 In light of the foregoing, the DI also sought to determine the extent of the knowledge and/or involvement of other Public Officers/Officials of the JCDC as well as the Ministry of Culture, Gender, Entertainment and Sport (MCGES) in the selection, award and implementation of the referenced contract.

4.1.20 The Honorable Olivia Grange, Minister of Culture, Gender, Entertainment and Sport advised the DI that she was not involved in the procurement, award or execution of the referenced contract.

“As the Minister of Culture, Gender, Entertainment and Sport, I am not directly involved in the execution of Grand Gala Celebration. The Jamaica Cultural Development Commission (JCDC) is the agency so mandated for such executions.”¹⁰

4.1.21 The Honorable Minister Grange stated that she became aware of the Artistic Director in July 2016, upon her request for an update on the JCDC’s progress in the planning of the event.

⁹Jamaica Cultural Development Commission Corporate Profile, Accessed at <https://jcdc.gov.jm/about-us> on October 7, 2021.

¹⁰Response 1b from the Honorable Olivia Grange, Minister of Culture, Gender, Entertainment and Sport, dated November 20, 2018 to the OCG’ Requisition dated August 2, 2018.



*"It was at that time that I became aware that Mr. Trevor Nairne was the selected Artistic Director. However, the details of the contract were not shared with me. This was handled exclusively by the Jamaica Cultural Development Commission (JCDC) whose prerogative it is to do procurement and enter into contracts for National Independence Celebrations."*¹¹

4.1.22 Mr. Kmar Coombs, Head of Public Procurement, JCDC, advised the OCG that he had no knowledge of Mr. Nairne's Unsolicited Proposal or awareness of the circumstances under which the referenced contract was awarded to Mr. Trevor Nairne. However, he stated that as the procurement practitioner, he was *"charged with the drafting of the necessary contract."*¹²

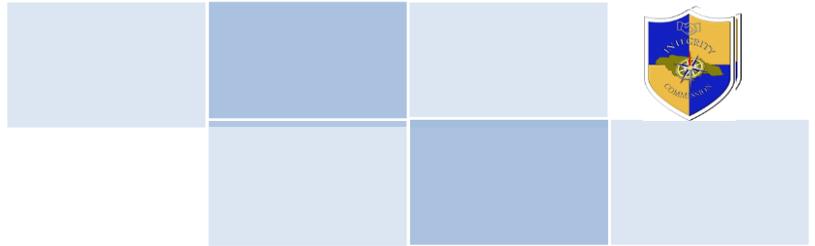
4.1.23 In relation to the steps taken by the Procurement Department in consideration of Mr. Nairne's Unsolicited Proposal, Mr. Coombs indicated that, *"...The Procurement Unit was asked by the Executive Office to prepare a contract for Trevor Nairne..."*¹³

4.1.24 In light of the representations made by Mr. Coombs regarding his lack of knowledge and/or involvement in the procurement process which led to

¹¹ Response 1a from the Honorable Olivia Grange, Minister of Culture, Gender, Entertainment and Sport (MCGES).

¹² Responses 2, 4 and 5 from Mr. Kmar Coombs, Head of Public Procurement, JCDC, dated February 12, 2021.

¹³ Response 3 from Mr. Kmar Coombs, Head of Public Procurement, JCDC, dated February 12, 2021.



the award of the referenced contract, the DI makes reference to Section 20 of the Public Procurement Act, 2015, which requires the Head of every Procuring Entity to, **“...establish a specialist procurement unit staffed by persons competent and adequately trained to manage and execute the procurement proceedings engaged in by the procurement entity...”**¹⁴

4.1.25 The DI also reviewed a copy of the Job Description for the role of Procurement Manager at the JCDC. The referenced document includes the following explicit ‘Job Purpose’:

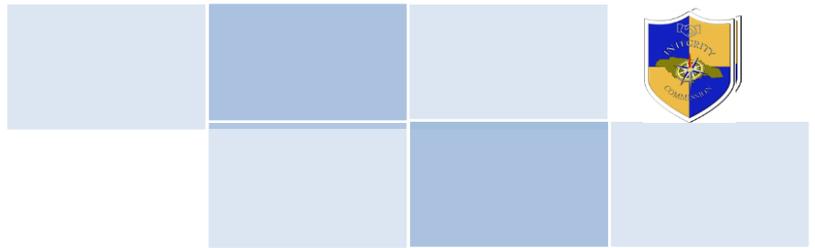
*“...the Procurement Manager's responsibility is to manage the procurement system and processes of the Commission for all goods, works and services to ensure transparency; maintain the fixed assets inventory as well as oversee the procurement guidelines.”*¹⁵

4.1.26 Mr. Gregory Simms, the current Director of Events Management and Production (EMP), JCDC, advised the DI that the role of the Director of EMP, included supervising and directing the production of national independence events and activities, including the annual Grand Gala Celebration.

4.1.27 However, Mr. Simms further stated that at the time of the award of the referenced contract, in July 2016, he occupied the role of Production

¹⁴ Section 20 of the Public Procurement Act, 2015

¹⁵ Response 5 (Exhibit “MLV 7”), Procurement Manager Job Description from Statement of Mrs. Marjorie Leyden-Kirton dated November 19, 2021.



Manager and that, *“The function of Director, EMP was absorbed by the Executive Director at the time, Dr. Delroy Gordon.”*¹⁶

4.1.28 In relation to his knowledge and awareness of the circumstances which led to the award of the referenced contract to Mr. Trevor Nairne, Mr. Simms indicated that, *“I was never aware of the Unsolicited Proposal... Procurement of Artistic and Technical Direction for the Grand Gala was decided via the Executive Office by the board as far as I am aware.”*¹⁷

4.1.29 At this juncture, it should be noted that Dr. Delroy Gordon, former Executive Director, JCDC transitioned on March 16, 2017, approximately two months before the official initiation of this investigation. Consequently, there were no opportunities for corroboration of statements made by other respondents in relation to Dr. Gordon's role, or lack thereof, at the time of preparing this Report.

4.1.30 However, the following representations were made by Mrs Marjorie Leyden-Kirton in relation to the then Executive Director's assumption of the role of Director of EMP.

¹⁶ Response 1(a) from Mr. Gregory Simms, Director of Events Management and Production (EMP), JCDC, dated February 10, 2021.

¹⁷ Responses 1(a) and 2(a) from Mr. Gregory Simms, Director of Events Management and Production (EMP), JCDC, dated February 10, 2021.



“The role of Director of Events Management was absorbed by Mr. Gregory Simms who was the Production Manager... Dr. Delroy Gordon, former Executive Director, JCDC did not absorb duties...”¹⁸

4.1.31 Having regard to the foregoing conflicting statements made by Mr. Simms and Mrs. Leyden-Kirton regarding the execution of the role of Director of EMP, during the 2016 Grand Gala Celebration, and the absence of documentation regarding the Commission's oversight or supervision of the 2016 Grand Gala Celebration, the DI was unable to determine the nature and extent of supervision or oversight exercised by the entity during the execution of the contract.

4.1.32 The DI then sought to ascertain from Mr. Trevor Nairne, the basis on which the Unsolicited Proposal was formulated as well as the extent of his awareness and/or involvement in the circumstances which led to the subsequent award of contract.

4.1.33 Mr. Nairne advised the OCG, *inter alia*, that, *“The circumstances surrounding the submission of my Unsolicited Proposal to the Jamaica Cultural Development Commission were based on artistic concerns which triggered my desire to be involved in the 2016 Gala. I had attended the 2015 event as a member of the audience and was unimpressed. I felt that if I was given another opportunity, I would deliver a Gala with greater entertainment, patriotism and popular cultural values*

¹⁸ Responses 6(a-c) from Mrs. Marjorie Leyden-Kirton, former Acting Executive Director, JCDC dated November 19, 2021.



and with an enhanced array of spectacle befitting the significance of our national day.”¹⁹

4.1.34 Mr. Nairne further added that he singlehandedly undertook the creation and formulation of the content of the said proposal, without the assistance of any Public Official/Officer or employee of the Ministry of Culture, Gender, Entertainment and Sport (MCGES) or the JCDC, prior to the submission of his Unsolicited Proposal dated May 27, 2016.

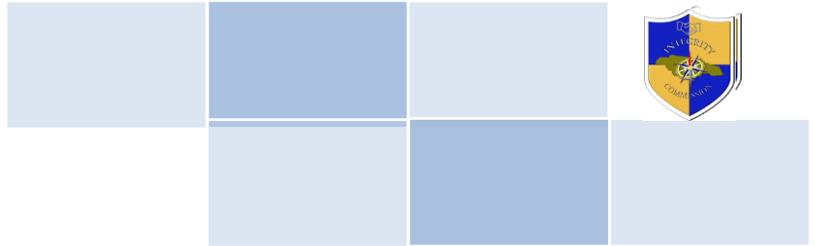
4.1.35 In relation to the circumstances under which he became aware of the opportunity for an Artistic Director at the JCDC, Mr. Nairne indicated that he was not aware of the opportunity at the time of submission of his proposal. He advised that, *“I took the initiative to send in a proposal with the hope of being considered to direct the Gala as conceived by me.”²⁰*

4.1.36 With regard to his knowledge and/or awareness of the circumstances under which the referenced contract was awarded to Mr. Trevor Nairne, Mr. Lenford Salmon, Senior Advisor to the Minister of Culture, Gender, Entertainment and Sport, indicated the following,

“Mr. Nairne has been Artistic Director of the Grand Gala for decades, dating back to the year 1978 when he directed his first Grand Gala. The name Trevor Nairne had become synonymous with the Grand Gala for

¹⁹ Response 1 from Mr. Trevor Nairne, Consultant Artistic Director, Jamaica 55 Grand Gala Celebration, dated December 10, 2020.

²⁰ Response 3 from Mr. Trevor Nairne, Consultant Artistic Director, Jamaica 55 Grand Gala Celebration, dated December 10, 2020.



several years. This activity continued even after Jambiz International was formed in 1998.

...

4.1.37 It is instructive to note that Mr. Salmon's statements regarding Mr. Nairne's previous involvement in the execution of other Grand Gala Celebration were corroborated by Mr. Gregory Simms, then Production Manager, JCDC. According to Mr. Simms, *"I first met Mr. Nairne in 2010 where he was the Artistic Director for the Mello-go-Roun Concert Show and again in 2012 when he was Artistic Director for the Jamaica 50 Grand Gala."*²¹

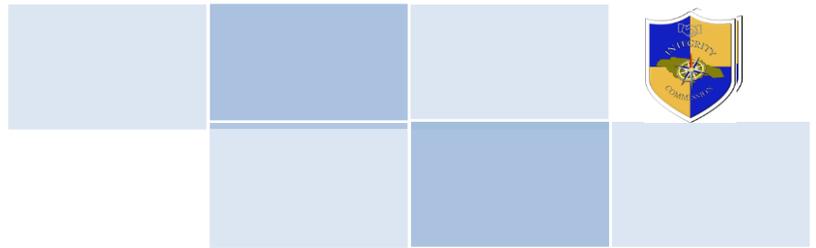
4.1.38 Mr. Salmon also stated the following, with regard to his knowledge of the submission of the Unsolicited Proposal by Mr. Trevor Nairne,

*"Mr. Nairne did mention it to me in passing that, as he had done on several other occasions, he had submitted an "exciting proposal" to the JCDC for the 2016 Grand Gala, and was awaiting a decision from the JCDC. We never discussed it thereafter."*²²

4.1.39 Mr. Salmon further advised the DI that he was not aware of the details related to Mr. Nairne's engagement and that he became aware of the award of the referenced contract through correspondence shared with

²¹ Response 5(a) from Mr. Gregory Simms, Director of Events Management and Production (EMP), JCDC, dated February 10, 2021.

²² Response 5 from Mr. Lenford Salmon, Senior Advisor to the Minister of Culture, Gender, Entertainment and Sport (MCGES), dated December 10, 2020.



him, in his capacity as Senior Advisor, by the Minister of Culture, a few weeks before the event.

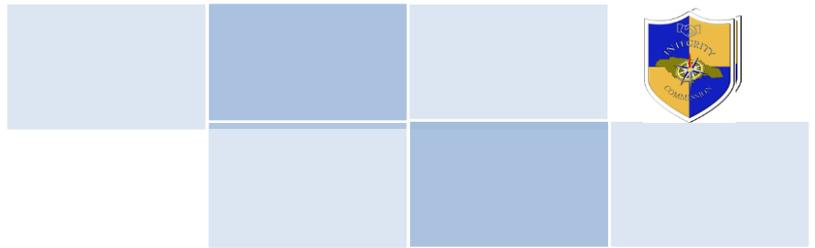
The Procurement Process and Methodology Utilized in the Award of Contract to Mr. Trevor Nairne for Artistic Direction of the 2016 Independence Grand Gala Celebration

4.4.1 Mr. Orville Hill, Acting Executive Director, JCDC, advised the OCG, by way of his sworn response dated May 17, 2017, that the Direct Contracting methodology was used to engage Mr. Nairne and further stated that the procurement of services for the 2016 Grand Gala was governed by procedures outlined in the Government of Jamaica Handbook of Public Sector Procurement Procedures (GPPPH). Mr. Hill specifically advised that:

“Based on the nature of the services provided for the execution of the Grand Gala, which attends to creative products and services, procurement procedures followed were supported under Section 1.2.1 of the Jamaica Handbook of Public Sector Procurement Procedures.”²³

4.4.2 Based upon the foregoing, the DI highlights the provisions of Section 1.2.1 of the GoJ Handbook of Public Sector Procurement Procedures Volume I (GPPPH, 2014) which indicates the exclusions to the scope of

²³ Response dated May 17, 2017, from Mr. Orville Hill, Acting Executive Director, Jamaica Cultural Development Commission, to the OCG’s Requisition dated May 8, 2017. Response 4(b).



coverage and applicability of the procedures contained in the Handbook. The Section further states that these exclusions, which include artistic works and events, are to be governed by other guidelines or where no guidelines exist, it is recommended that Procuring Entities adopt industry practice or utilize their own procedures.

4.4.3 The referenced Section of the Handbook indicates that the following are not subject to its procedures,

“(b) procurement of... creative products and services associated with the staging of cultural productions and services in support of, and associated with the staging of cultural events, which shall include but not be limited to:

(i) artistic co-ordination, direction and management;

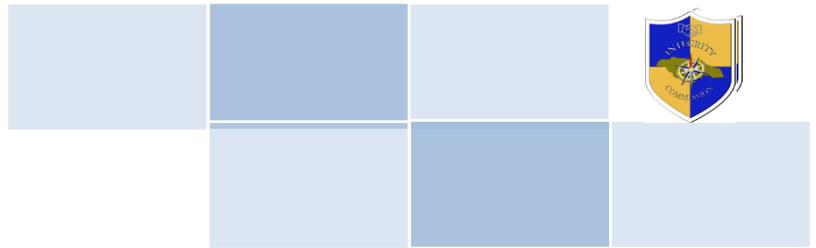
(ii) management of artistic works and events;

...

(vii) design, technical direction, artistes and performers;”²⁴

4.4.4 The DI highlights that notwithstanding the exclusion of procurement activities related to creative products and services associated with the staging of cultural events, the requirement to ensure that government

²⁴ Section 1.2.1(b) of the Government of Jamaica Handbook of Public Sector Procurement Procedures Volume I (GPPPH, 2014)



procurement opportunities are guided by the principles of fairness and transparency remains paramount.

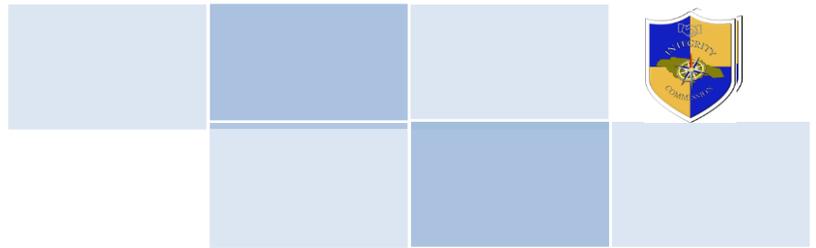
4.4.5 In light of the foregoing, the DI considered it prudent to examine the manner in which the Jamaica Cultural Development Commission evaluated the Unsolicited Proposal, prior to the award of contract to Mr. Trevor Nairne.

4.4.6 This consideration is based upon the recommendation contained in Section 1.2.1 of the GPPH, which indicates that public entities procuring goods and/or services which are excluded from the scope of coverage of GoJ policies and procedures *“may refer to industry practice or utilize their own procedures.”*

4.4.7 In doing so, the DI sought to determine what guidelines, industry practices or internal procedures were applied by the Commission in assessing the merit of the Unsolicited Proposal and whether the entity’s assessment process was fair and transparent.

4.4.8 Given the inapplicability of the GoJ guidelines regarding the assessment of Unsolicited Proposals in the present circumstances, international policies and industry practices were reviewed.

4.4.9 The World Bank Group/PPIAF Policy Guidelines for Managing Unsolicited Proposals in Infrastructure Projects Volume II, 2015 describes



the following as the six guiding principles which are critical for the management of Unsolicited Proposals (USP), *“Public Interest, Value for Money, Fiscal Affordability, Fair Market Pricing, Transparency and Accountability and Alignment of Public Private Partnership and Unsolicited Proposal Procedures.”*²⁵

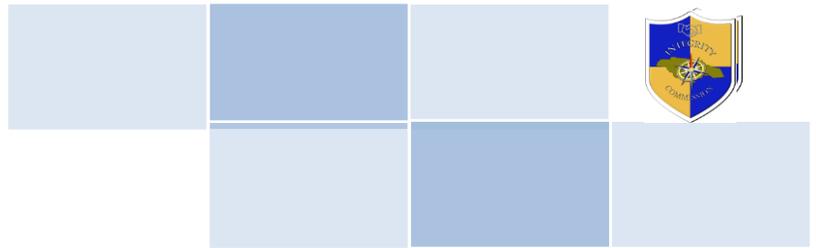
4.4.10 The referenced World Bank Group/PPIAF Policy outlines the need for governments and by extension, public entities to establish clear submission procedures to ensure transparency and accountability in the process.

*“Clear and standardized submission requirements allow USP proponents to know what information and documentation to submit. They help ensure that the public agency receives enough information to conduct a non-discretionary evaluation of the proposal. They also create a higher bar for submission, discouraging private entities from submitting poor-quality or incomplete proposals.”*²⁶

4.4.11 Other considerations regarding submission criteria include due diligence procedures to assess the reputation and integrity of the proponent, a request for credentials to establish the proponent's qualifications and experience, a definition of the manner in which the

²⁵ Section 2 of the World Bank Group/PPIAF Policy Guidelines for Managing Unsolicited Proposals in Infrastructure Projects Volume II, 2015. Page 11

²⁶ Section 2.2.1 of the World Bank Group/PPIAF Policy Guidelines for Managing Unsolicited Proposals in Infrastructure Projects Volume II, 2015. Page 32



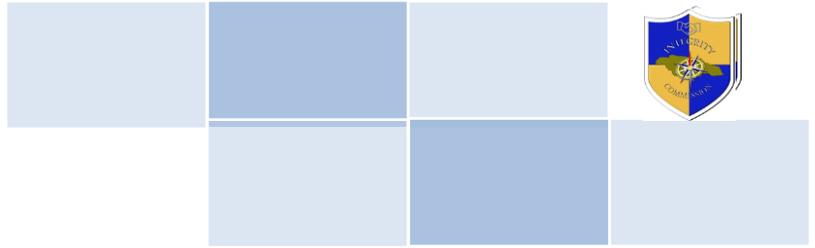
proponent's proprietary material generated within the USP will be treated, a delineation of when USPs will be accepted and the proper person(s) and/or entities to whom they should be addressed, among other considerations.

4.4.12 With regard to the evaluation of Unsolicited Proposals, the Policy recommends the development of specific evaluation criteria in accordance with the guiding principles. Relevant criterion includes public interest considerations to determine whether the USP advances the public interest and is aligned with the public body's internal priorities as well as broader national policy objectives.

4.4.13 In relation to project feasibility, the evaluation criteria should include an assessment of the project's technical, financial and economic, feasibility as well as a consideration of the expected social and environmental impact.

4.4.14 Other relevant criteria include project affordability, which considers the fiscal implications for the entity's budgetary constraints as well as data necessary to undertake a quantitative Value For Money assessment of the proposal.

4.4.15 The implementation of clearly defined submission and evaluation criteria for the acceptance and assessment of Unsolicited Proposals reflects international standards and best practices. The development



of such guidelines also operates to reduce the perception of corruption and nepotism in the acceptance of Unsolicited Proposals and any contracts awarded on the basis of same.

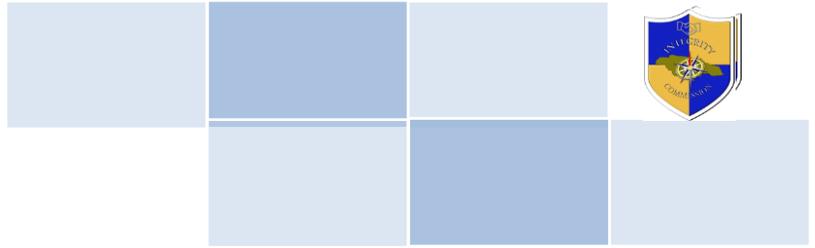
4.4.16 In contrast to the foregoing principles, the following representations were made by Mrs. Marjorie Leyden-Kirton, Acting Chief Executive Officer, JCDC regarding the factors considered in the approval of Mr. Trevor Nairne's Unsolicited Proposal:

*"...The wealth of expertise as an Artistic Director in similar productions.
...The value of the contract took into consideration many of the major elements of the production such as script writing and lead coordinators (Music Director, Logistics, Choreographers, etc.)"
...The time frame to successfully execute the contract required a lead with years of experience."*²⁷

4.4.17 The DI highlights that the considerations expressed by Mrs. Leyden-Kirton merely scratch the surface of the factors to be considered and do not reflect a structured, policy based, result-oriented procedure for the evaluation of Unsolicited Proposals by the JCDC.

4.4.18 The DI further notes that based upon the directives contained in the Office of the Contractor General's statutory Requisition for the regular

²⁷ Response 5(g) from Mrs. Marjorie Leyden-Kirton, former Acting Executive Director, JCDC, dated November 19, 2021.



provision of information regarding Public Body contract awards, dated November 20, 2008, government agencies are required to report information using the Quarterly Contract Award (QCA) database, regarding the award of contracts above the value threshold of \$500,000.00.

4.4.19 A search of the said QCA Consolidated Report database reflected that the JCDC reported thirty (30) contracts in 2016. However the referenced contract which was awarded to Mr. Trevor Nairne in June 2016 in the amount of \$15,000,000.00 was not among them.

The Details Regarding Payments made by the JCDC to Mr. Trevor Nairne pursuant to the Consultancy Agreement

4.4.20 The DI also sought to determine the veracity of the allegations regarding payments made under the referenced contract, including the claim that 50% of the contract amount was paid to Mr. Trevor Nairne on the same day in which he submitted an invoice.

4.4.21 The DI reiterates at this juncture, that the referenced contract value was in the amount of \$15,000,000.00. It is instructive to note that the OCG sought to ascertain particulars from the JCDC concerning the payments which were made in the subject regard. Mr. Orville Hill, Acting Executive Director, JCDC advised the OCG of the following payment details:



- “ a. July 15, 2016 - \$7,500,000.00 being 50% deposit per contract
b. July 27, 2016 - \$3,750,000.00 being 2nd payment per contract
c. August 22, 2016 - \$3,750,000.00 being final payment per contract”²⁸

4.4.22 The DI is in possession of a copy of an invoice dated July 15, 2016 on a letterhead bearing details of Mr. Trevor Nairne, addressed to the JCDC. The said invoice contains the following details, “...RE: Independence Grand Gala 2016... Kindly make payable the amount of \$15m/ Fifteen Million Dollars to cover the following artistic services...”²⁹

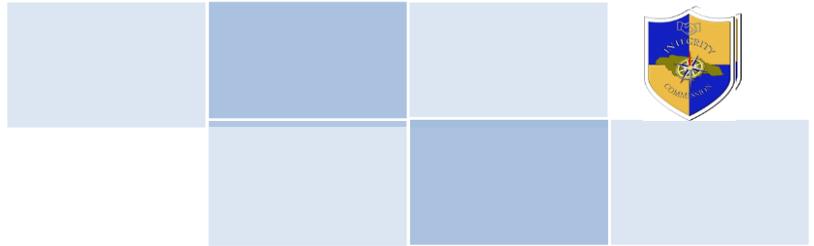
4.4.23 The DI notes that the referenced invoice appears to be stamped with the inscriptions, “Accounts Payable Please Pay” and “Certified By”. The document also contains the following written notation “...payment of 7,500,000 made, bal to be paid \$7,500,000.00”. The stamped inscriptions and the written notation were each endorsed by different signatures and dated July 15, 2016.³⁰

4.4.24 The DI is also in possession of three Payment Vouchers dated July 15, 2016, July 27, 2016 and August 22, 2016 evidencing the request for

²⁸ Response dated May 17, 2017, from Mr. Orville Hill, Acting Executive Director, Jamaica Cultural Development Commission, to the OCG's Requisition dated May 8, 2017. Response 10(a).

²⁹ Copy Invoice of Trevor Nairne, Consultant Artistic Director, Jamaica 55 Grand Gala Celebration, dated July 15, 2016.

³⁰ Copy Invoice of Trevor Nairne, Consultant Artistic Director, Jamaica 55 Grand Gala Celebration, dated July 15, 2016.



disbursement of funds from the JCDC in the amount of \$7,500,000.00, \$3,750,000.00 and \$3,750,000.00 respectively, to Mr. Trevor Nairne. The documents each appear to be stamped with the inscriptions “Posted” and “Paid”. It should also be noted that the said vouchers indicate the following regarding the origin of the payment request, “PAYMENT REQUESTED BY: EXECUTIVE DIRECTOR”³¹.

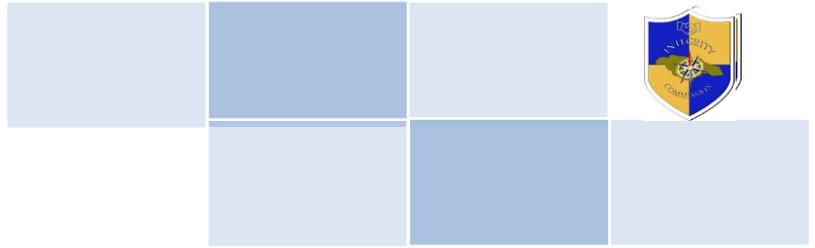
4.4.25 Additionally, the DI is in possession of bank transfer records which appear to substantiate the disbursement via direct deposit, of the amounts of \$7,500,000.00, \$3,750,000.00 and \$3,750,000.00 on July 15, 2016, July 27, 2016 and August 22, 2016 respectively, made payable to Trevor Nairne.

4.4.26 In relation to the details of payments made by the JCDC under the referenced contract. Mr. Hill indicated that, “*It is my understanding that the contract was executed satisfactorily resulting in approval of the final Contractual payment.*”³²

4.4.27 Having regard to the allegations concerning the payment of the deposit, it is important to note that the Consultancy Agreement executed between the JCDC and Mr. Trevor Nairne indicated the following payment schedule:

³¹ Copy Government of Jamaica Payment Vouchers dated July 15, 2016, July 27, 2016 and August 22, 2016.

³² Response dated May 17, 2017, from Mr. Orville Hill, Acting Executive Director, Jamaica Cultural Development Commission, to the OCG’s Requisition dated May 8, 2017. Response 4.



“ ...

- a. Fifty (50) percent of the Contract Price shall be paid on the date of signing.
- b. Twenty-five (25) percent of the lump-sum amount shall be paid seven (7) days after signing the Contract.
- c. Twenty-five (25) percent of the lump-sum amount shall be paid seven (7) days after implementation and submission of final report.”³³

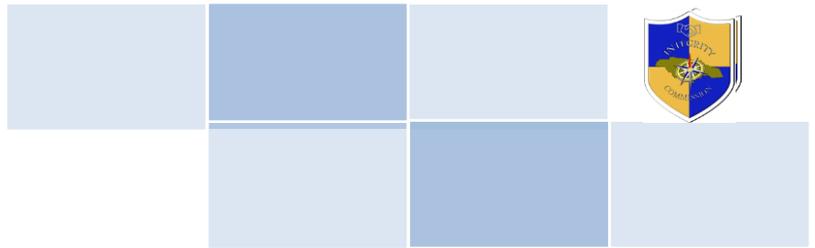
The Nature of the Relationship between Mr. Lenford Salmon and Mr. Trevor Nairne

4.3.1 In an attempt to determine the veracity of allegations that Mr. Trevor Nairne and Mr. Lenford Salmon are business partners and co-owners of an entity known as Jambiz International Limited, the DI inquired of both parties, as to the nature and extent of their personal or professional relationship and/or association.

4.3.2 In his response, Mr. Nairne described the nature of his relationship with Mr. Lenford Salmon in the following manner, “*This has been a professional relationship which has spanned approximately thirty (30) years.*”³⁴

³³ Artistic Director – Ja54th Grand Gala Consultancy Agreement dated June 22, 2016. Page 17.

³⁴ Response 7 from Mr. Trevor Nairne, Consultant Artistic Director, Jamaica 55 Grand Gala Celebration, dated December 10, 2020.



4.3.3 Mr. Nairne also confirmed that both men are two (2) of four (4) Directors of a commercial theater production company known as Jambiz International Limited.³⁵

4.3.4 Mr. Nairne added that at the time of his submission of the Unsolicited Proposal to the JCDC, “...the status of the professional relationship had been marked by less substantial contact because Mr. Salmon went to work at the Ministry of Culture, Gender and Sports.”³⁶

4.3.5 In his response, Mr. Lenford Salmon indicated that he met Mr. Trevor Nairne in the 1980's while Mr. Nairne was employed at the JCDC. He added that, “We became good friends thereafter....”³⁷

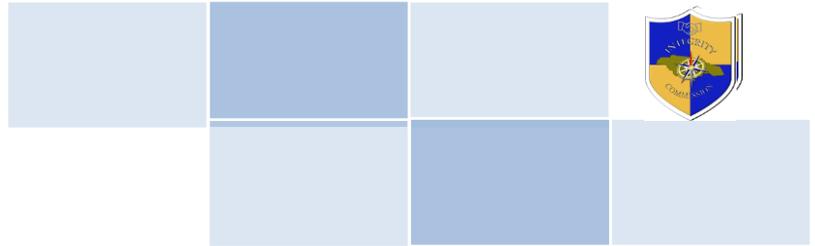
4.3.6 Mr. Salmon also confirmed that this friendship led to the formation of Jambiz International Limited, which remained fully operational until July 2020.

4.3.7 The DI also undertook an independent search of the Companies Office of Jamaica's database to determine the veracity of the representations made by Mr. Nairne and Mr. Salmon with regard to the directorship of the referenced entity. It should be noted that the said representations were duly confirmed.

³⁵ Ibid.

³⁶ Ibid.

³⁷ Response 4 from Mr. Lenford Salmon, Senior Advisor to the Minister of Culture, Gender, Entertainment and Sport (MCGES), dated December 10, 2020.



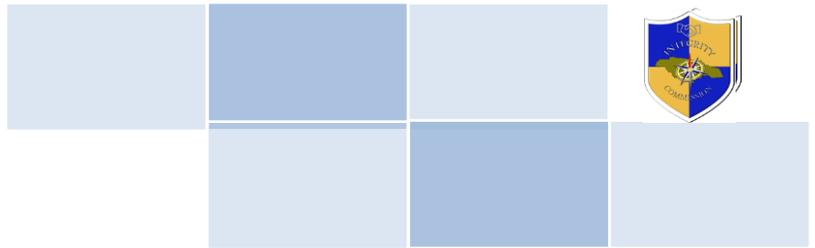
4.3.8 In relation to the nature of the relationship at the time of Mr. Nairne's submission of the Unsolicited Proposal to the JCDC, in May 2016, Mr. Salmon indicated that, *"The extent of our relationship over those 4 months (May to August 2016) was very limited, and extended only to the fact that we share a business relationship as shareholders in Jambiz International Limited."*³⁸

4.3.9 The DI then sought to determine the nature of the intersection, if any, between Mr. Salmon's business relationship in relation to Jambiz International Limited and his professional obligations in his role as Senior Advisor at the MCGES.

4.3.10 Mr. Salmon advised the DI that prior to his assumption of the role of Senior Advisor in the MCGES, the Honorable Minister Olivia Grange wrote to Mr. Patrick Brown, Managing Director of Jambiz International, requesting that he, Mr. Lenford Salmon be released from the day to day operations of the entity, in order to assume a position at the MCGES.

4.3.11 Upon the grant of this request, he assumed the position of Senior Advisor in March 2016. He added that, *"Since then I have been employed full time at the Ministry of Culture, Gender, Entertainment*

³⁸ Ibid.



and Sport and as a result have played no active role in the operations of Jambiz. I however remain a shareholder in the company.”³⁹

4.3.12 Instructively, the Honorable Olivia Grange also confirmed, by way of her response dated November 20, 2018, that Mr. Lenford Salmon was her Senior Advisor in the Ministry of Culture, Gender, Entertainment and Sport.

4.3.13 In relation to the extent of his involvement in monitoring events, projects and/or productions undertaken by the JCDC, in his capacity as Senior Advisor in the parent Ministry, Mr. Lenford Salmon advised the DI as follows:

“The Minister would from time to time ask that I monitor projects being undertaken by the Agencies of the Ministry of Culture, Gender, Entertainment and Sport, including the Jamaica Cultural Development Commission. This activity would not include any involvement in the procurement process or the award of contracts. My involvement was limited to observation of work related to the project with a view to ascertaining progress on the project, to gather information sufficient to provide informed updates to the Minister.”⁴⁰

³⁹ Response 8 from Mr. Lenford Salmon, Senior Advisor to the Minister of Culture, Gender, Entertainment and Sport (MCGES), dated December 10, 2020.

⁴⁰ Response 1 from Mr. Lenford Salmon, Senior Advisor to the Minister of Culture, Gender, Entertainment and Sport (MCGES), dated December 10, 2020.



4.3.14 Mr. Salmon further added that specifically in relation to the 2016 Independence Grand Gala Celebration, *"... I was not involved in the planning, monitoring, management, or execution of the 2016 Grand Gala Celebration. However I did play a role in providing feedback to the Minister in the final week of the preparation of the event, when rehearsals moved to the National Stadium."*⁴¹

4.3.15 In an effort to determine the nature and extent of Mr. Salmon's *"observation of work related to the project"* as well as the existence of a reporting relationship, if any, between Mr. Lenford Salmon in his capacity as Senior Advisor in the parent Ministry, and any officer of the JCDC, the DI sought clarity from Mr. Gregory Simms, then Production Manager, JCDC. Mr. Simms indicated that he had no reporting relationship with Mr. Salmon. According to Mr. Simms, *"I had no reporting relationship with Mr. Salmon. I reported to Dr. Delroy Gordon, Executive Director. Mr. Salmon is a political appointee. It would be inappropriate to report to him;"*⁴²

4.3.16 A conflict of interest, as defined by the *Black's Law Dictionary 9th Edition* refers to *"A real or seeming incompatibility between one's private interests and one's public or fiduciary duties."*⁴³

⁴¹ Response 3 from Mr. Lenford Salmon, Senior Advisor to the Minister of Culture, Gender, Entertainment and Sport (MCGES), dated December 10, 2020.

⁴² Response 6(c) from Mr. Gregory Simms, Director of Events Management and Production (EMP), JCDC, dated February 10, 2021.

⁴³ Black's Law Dictionary. 9th ed. St. Paul, MN: West, 2009.



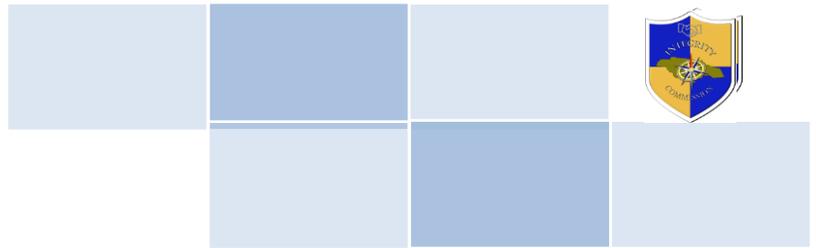
4.3.17 In addition to the foregoing, Section 36(1) of the Contractor General Act-Public Sector Procurement Regulations, 2008, which remained in effect until February 22, 2018, provides, *inter alia*, the following:

“(1) It is the duty of any public officer directly or indirectly involved with the procurement process and particularly in the preparation of bidding documents, evaluation, contract negotiations and contract management and payments to—

(a) declare to the head of his entity or chairman of the entity’s procurement committee any potential conflict of interest in relation to a proposed Government contract;

(b) declare to the head or chairman, any relationship with a bidder, supplier, contractor or consultant and refrain from taking part in either the decision making process or the implementation of any prospective Government contract where such a relationship exists.

(2) Every personal relationship shall be disclosed in writing or, if in a meeting orally and then minuted, and any person who



has made such a disclosure of personal relationship shall not sit in any meeting while deliberations on the subject matter are being conducted.⁴⁴

⁴⁴ Section 36(1) of the Contractor General Act-Public Sector Procurement Regulations, 2008



Chapter 4 – Conclusions

- 5.1 This chapter sets out the conclusions drawn from the investigation.
- 5.2 This investigation was initiated to examine the circumstances surrounding allegations of a conflict of interest in the award of a contract for Artistic Direction of the 2016 Independence Grand Gala Celebration in the amount of \$15,000,000.00 by the JCDC.
- 5.2.1 The DI concludes that Mr. Trevor Nairne was awarded a contract by the JCDC on June 22, 2016 in the amount of \$15,000,000.00 for Artistic Direction of the 2016 Independence Grand Gala Celebration.
- 5.2.2 The DI concludes that the contract was awarded to Mr. Trevor Nairne following his submission of an Unsolicited Proposal dated May 27, 2016 which was addressed to Dr. Delroy Gordon, former Executive Director, JCDC.
- 5.2.3 The DI concludes that by failing to observe 'other guidelines' or industry practice, or to develop internal procedures to guide the subject procurement activity, the Accounting Officer of the JCDC, at the material time, breached Section 1.2.1 of GoJ Handbook of Public Sector Procurement Procedures Volume I (GPPPH, 2014) in the award of the referenced contract to Mr. Trevor Nairne.



The DI's conclusion is based upon representations made by Mrs. Marjorie Leyden-Kirton, former Acting Executive Director, JCDC as well as Section 1.2.1 of GoJ Handbook of Public Sector Procurement Procedures Volume I (GPPPH, 2014) which requires Procuring Entities to manage such procurement activities by utilizing other guidelines, industry practice or internal procedures.

5.1.1 The DI concludes that at the time of submission of the Unsolicited Proposal, Mr. Trevor Nairne had an established professional relationship with the JCDC which began in 2012. The DI further concludes that at the time of submission of the Unsolicited Proposal, Mr. Nairne also had a longstanding friendship and professional relationship with Mr. Lenford Salmon, then Senior Advisor to the Honorable Olivia Grange, Minister of Culture, Gender, Entertainment and Sport.

Notwithstanding the foregoing facts, the DI has found no evidence to conclude that:

- a) Mr. Lenford Salmon was directly and/or indirectly involved, or influenced the award of contract by the JCDC to Mr. Trevor Nairne; and
- b) Any Public Official/Officer or employee of the Ministry of Culture, Gender, Entertainment and Sport (MCGES) or the JCDC influenced the submission of the Unsolicited Proposal presented by Mr. Trevor Nairne.

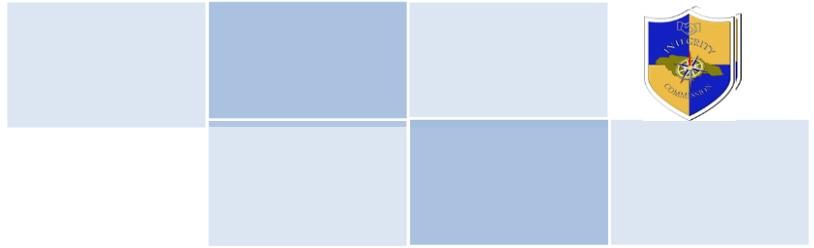


5.1.2 The DI has found no evidence upon which to conclude that the JCDC's engagement of Mr. Trevor Nairne for Artistic Direction of the 2016 Independence Grand Gala Celebration gave rise to a conflict of interest, notwithstanding Mr. Nairne's longstanding friendship and professional relationship with Mr. Lenford Salmon, Senior Advisor to the Minister, MCGES.

5.1.3 The DI concludes that \$7,500,000.00 representing fifty per cent (50%) of the contract value was paid to Mr. Trevor Nairne on July 15, 2016, the same day on which he submitted an invoice to the JCDC for the full contract value. However, the DI also concludes that the aforementioned payment was in keeping with the terms of the duly executed contract, which required the payment of fifty per cent 50% of the total value upon execution of the contract.

The DI further concludes that the balance of monies owed under the referenced contract was paid to Mr. Trevor Nairne by the JCDC on July 27, 2016 and August 22, 2016.

1.4.18 The DI concludes that the Accounting Officer, JCDC failed to report the referenced contract which was awarded to Mr. Trevor Nairne in June 2016, in the amount of \$15,000,000.00, in breach of Section 29(b)(ii) of the Contractor-General Act.



Chapter 5 - Recommendations and Anti-Corruption Initiatives

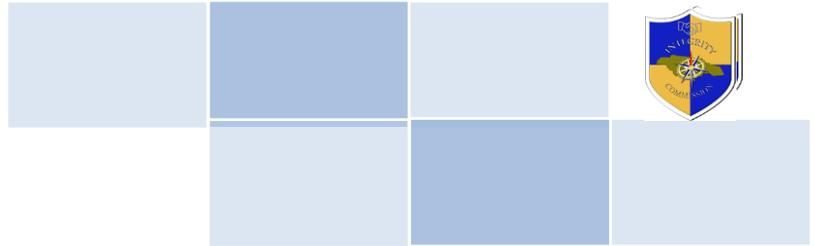
- 6.1 This chapter outlines initiatives directed at minimizing the existence and perception of conflict(s) of interest, irregularity and/or impropriety, favoritism and breaches of applicable legislations, regulations and/or policies in the award of government contracts within the JCDC.

Recommendation to the Jamaica Cultural Development Commission

- 6.1.1 It is recommended that the Executive Director of the JCDC develops and implements guidelines for the acceptance and evaluation of Unsolicited Proposals. This should contain clear submission and assessment procedures, in accordance with industry best practices and international standards, to ensure that the objectives of fairness, transparency and value for money are achieved in the award of contracts for artistic services.

Recommendation to the Ministry of Culture, Gender, Entertainment & Sport

- 6.1.2 It is recommended that the Ministry of Culture, Gender, Entertainment & Sport issues a policy directive to the entities which fall under its control to develop and implement specific procurement guidelines, in



accordance with industry standards and best practices, in relation to the procurement of artistic and cultural performance services as well as products and services associated with cultural productions.

The DI's recommendation is premised on the absence of a definitive procurement procedure governing the procurement of cultural products and services by the JCDC. The DI highlights that the exclusion of the subject products and services from the public sector procurement guidelines, does not absolve the JCDC of its responsibility to ensure that the objectives of accountability, transparency and value for money are demonstrably achieved in the procurement of the referenced products and services.

- 6.1.3 It is recommended that the Ministry of Culture, Gender, Entertainment & Sport provides a policy directive to entities under its control, regarding the acceptance of Unsolicited Proposals and the nature of the evaluation and/or assessment to be conducted, in determining how the Procuring Entities may treat with same.

A handwritten signature in blue ink, appearing to read 'K. Stephenson', written over a horizontal line.

Kevon A. Stephenson, J.P
Director of Investigation

March 21, 2022
Date



Appendices

Appendix 1

Section 4(1) of the Contractor General Act

“4.—(1) Subject to the provisions of this Act, it shall be the function of a Contractor-General, on behalf of Parliament—

- (a) to monitor the award and the implementation of government contracts with a view to ensuring that—*
 - (i) such contracts are awarded impartially and on merit;*
 - (ii) the circumstances in which each contract is awarded or, as the case may be, terminated, do not involve impropriety or irregularity;*
 - (iii) without prejudice to the functions of any public body in relation to any contract, the implementation of each such contract conforms to the terms thereof; and*
- (b) to monitor the grant, issue, suspension or revocation of any prescribed licence, with a view to ensuring that the circumstances of such grant, issue, suspension or revocation do not involve impropriety or irregularity and, where appropriate, to examine whether such licence is used in accordance with the terms and conditions thereof.”*

Section 15(1) of the Contractor General Act

“15.—(1) Subject to subsection (2), a Contractor-General may, if he considers it necessary or desirable, conduct an investigation into any or all of the following matters—

- (a) the registration of contractors;*



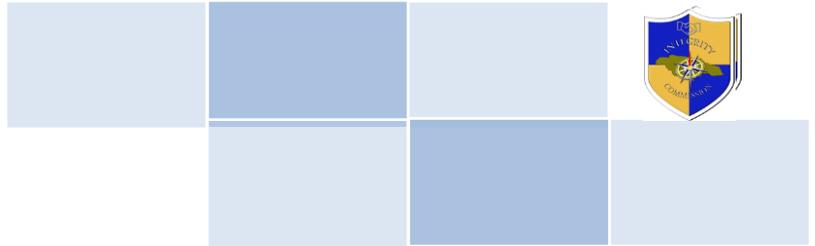
- (b) *tender procedures relating to contracts awarded by public bodies;*
- (c) *the award of any government contract;*
- (d) *the implementation of the terms of any government contract;*
- (e) *the circumstances of the grant, issue, use, suspension or revocation of any prescribed licence;*
- (f) *the practice and procedures relating to the grant, issue, suspension or revocation of prescribed licences."*

Section 63 of the Integrity Commission Act

"63.—(1) Notwithstanding the amendment or repeal of an Act under this Part, as from the appointed day any legal proceedings or claims pending immediately before the appointed day, which, before the appointed day, were brought, continued or enforced by or against the Commission in the same manner as they would have been brought, continued or enforced before the appointed day.

(2) The Commission established under this Act may—

- (a) commence or assume any investigation, swear any information or commence or conduct any prosecution in respect of an offence committed, or alleged to be committed before the appointed day under a provision of either of the amended Acts that has been amended or repealed by this Act, or under the repealed Act, and each such amended or repealed provision and the repealed Act shall be deemed to remain in full force and effect, for the purposes of any such investigation, information and prosecution as it had been immediately before the appointed day; or*



(b) continue to do any act, thing or investigation which was pending before the appointed day.

(3) The Court shall, in respect of any proceedings instituted following any investigation under subsection (2), have all powers that it could exercise pursuant to the amended Acts and the repealed Act as if they remain in full force and effect."