



CITY OF
FORT LAUDERDALE

CITY AUDITOR'S OFFICE



Update Review of Summer Jamz 2022

Report #22/23-1

October 14, 2022



Memorandum

Memo No: 22/23-1

Date: 10/14/2022

To: Honorable Mayor and Commissioners

From: Patrick Reilly, CPA *PR*
Interim City Auditor

Re: Update Review of Summer Jamz 2022

The City Commission and City Manager requested additional information from the City Auditor's Office (CAO) regarding the City's 2022 Summer Jamz concert event, held on August 19, 2022. CAO was asked to expand on the information provided in our prior memorandum 21/22-22 on this topic (see Exhibit #1).

Please consider this memorandum as a general review of the specified event and not an engagement in conformity with generally accepted government auditing standards (GAGAS) promulgated by the U.S. Government Accountability Office (GAO).

Objective

The objective was to provide information to the Commission and City Manager per request made at the September 6, 2022 Commission meeting.

Scope

The scope of this memorandum was to inquire further into the changes in scope of the music production services contracts, obtain specifics about the VIP list and its origin, and identify other expenditures of the concert not available at the completion of memorandum 21/22-22's expense report.

While obtaining the requested information, the CAO also continued our perspective on internal controls and risk mitigation to aid process improvements regarding special events going forward.

The CAO performed certain procedures on Parks and Recreation's records for May 1, 2022 through September 30, 2022. These procedures included, but were not limited to, interviews with key City personnel and analysis of supporting documentation including City staff emails.

Limitation

There were certain key individuals we identified who declined the CAO's request for interviews. Relevant emails of these persons were reviewed. Based on the information obtained, CAO does not believe that interviews with these individuals would substantially affect our conclusions in this memorandum.

Because this was not an audit engagement, our efforts were not intended to identify and/or resolve all material risks or concerns.

Conclusion

Primarily, CAO concludes, as noted in the City Manager’s memorandum 22-25, that the District 3 Commissioner’s Office, through actions of the Assistant-to-the-Commissioner, directed City personnel and City vendors involved with the 2022 Summer Jamz event, which is contrary to Chapter 6.06 of the City Charter, titled “City Commission Involvement Prohibited.”

Emails show the selection of the artists and the amount to spend on them was dictated to Parks and Recreation (PKR) by the District 3 Assistant-to-the-Commissioner’s direction to hire a second event producer. The District 3 Assistant-to-the-Commissioner also selected service vendors such as disc jockey, master of ceremonies, and VIP catering, and requested a security work assignment at the event for at least one specified City employee. (Exhibits #2, 3, 4, 5, 6, 7)

CAO was not able to speak with the District 3 Assistant-to-the-Commissioner to determine why changes were made to the scope of the performances, how performance costs were determined within the \$281,000 designated for the second producer, or how the VIP list was developed. However, one email was found to show a history/pattern of the District 3 Commissioner’s Office involvement with this event’s planning going back to at least 2018. (Exhibit #8)

There was one PKR staff member who questioned District 3’s producer contract for \$281,000. However, PKR management decided to “move forward” regardless of these concerns. (Exhibit #4)

See key event timeline for more information. (Exhibit #9)

Producers & Performance Fees (\$338,000)

To obtain a better understanding of the changes made to the performances scope and cost, CAO spoke with this event’s two producers and reviewed their records. From this effort, CAO noted some concerns about the transactions of District 3’s producer. The other producer was only responsible for one artist.

CAO was not able to obtain adequate event records from the producer selected by District 3 Commissioner’s Office, and therefore was not able to verify that actual artist performance fees matched the contract amounts purported by this producer (see producer’s breakdown schedule Exhibit #10) nor that the contractual amounts were actually paid by this producer to the artists/representatives.

From our review of the four artists’ performance contracts that were privately negotiated by this producer, CAO noted some concerns.

- Only one contract has a signature by a purported artist representative. CAO did not contact the signer to validate the authenticity of the signature.
- From the limited scope of this engagement, CAO is uncertain that this producer directly procured performances from artists’ direct representatives. One of the contracts expressly states the representative is merely a “booking agent” (i.e. the same role as this producer).

Despite the other three contracts stating the contracting party is an agent of the respective artist, CAO's online research of these parties found no association to the respective artists, and two of the three advertise on social media to be booking agents. Due to the limited scope nature of this engagement, we did not contact these artists to validate claims that these agents actually represented them for the City's event.

- This is an important concern in general because, hypothetically, if any producer/booking agent hired by the City were to subcontract its booking agent duty it could create the potential risk/impact of significant excess cost being paid by the City in terms of 1) inflated artist fees, and/or 2) duplicate booking agent fees.
 - CAO discusses artist fees further below.
 - A duplicate booking fee would be an excess amount paid by the City for an unnecessary intermediary, since booking fees would be cumulative as they are traditionally percentage-based and the City's booking agent presumably would not perform its contracted service for free (as a mere pass-through to the subcontractor).

To clarify as a hypothetical, City's Agent A would contract with Agent B who would contract with the artist's representative. In such a scenario at least three (3) performance agreements would exist: 1) the City's agreement with its booking agent, 2) the agreement between booking agents, and 3) the actual performance agreement with the artist, though there could be additional layers of subcontracting. This hypothetical scenario creates the risk that even if the City's booking agent were to provide the City with a performance agreement, it may not be the actual agreement underlying the performance, and therefore the City would not know whether it paid the true price of a performance (without further investigation).

- In the case of 2022 Summer Jamz, this duplicate fee risk seems partially demonstrated in that District 3's producer provided CAO a \$20,000 invoice where the intermediary claiming to be a booking agent billed District 3's producer for "booking fee," for a performance that purportedly cost \$30,000 (Exhibits #11, 12). Because this booking fee vastly exceeds the industry standard of 10% of performance cost, it is uncertain as a genuine expense. This fee was passed onto the City via its \$281,000 lump sum payment arrangement with District 3's producer.
- Offsetting this potential risk consideration of District 3's producer subcontracting its booking service, this producer provided a summary of event expenses (Exhibit #10) suggesting it only earned \$1,300 (0.6%), presumably for booking/production service, on performances totaling \$214,000, so booking fees may not have been duplicated. However, District 3's producer earned more than this. The remainder of the lump sum the producer allocated to itself, \$18,800, is recorded as band performance and rehearsal fee, since the producer's band was as an artist performing in the event. Yet, even this band services invoice is doubtful because this band, which played for the City at the 2022 Sistrunk Festival and at the CRA's 2022 Finally Friday event series, has previously charged

approximately \$3,500 per hour and though it's unknown exactly how long the band played at the 2022 Summer Jamz, it was reportedly not on-stage the entire four hours, and \$18,800 at the 2022 rate would require over five hours of performance time. It seems reasonable to believe that a portion of this amount was instead actually for booking/production services.

CAO also researched reasonableness of the artist prices quoted by both producers. Initially, CAO searched for the event's artist performance fee quotes through online booking agent websites, which suggested a potential excess paid by the City of \$85,000. CAO then confirmed artist prices through a reliable music industry source who quoted current price ranges for these artists from an industry subscription service, which similarly suggested an excess paid by the City of \$100,000. (Exhibits # 13, 14)

CAO's online research of artist costs also compared the expected cost of the original, contracted lineup of six (6) total artists and the actual lineup of five (5) artists that performed at the event to determine any difference in performance quality between lineups. Online booking agents provided the alternative cost quotes. The difference was \$55,000, excluding the \$85,000 potential discrepancy above, which occurred exclusively within District 3 producer's costs. This difference resulted from the loss of one artist from District 3 producer's lineup. Comparing a five-artist original total lineup (by removing a high-cost act that approximates this \$55,000 difference) to the final five-artist lineup resulted in an immaterial \$5,000 difference, suggesting that aside from the loss of an act, the quality of performances was comparable between lineups.

- To clarify the potential lineup cost discrepancy: District 3 producer's contracted lineup of five artists could have cost \$184,000, according to online sources. However, after this producer's contract was signed, an artist was dropped from this lineup and the artists within the lineup were altered, resulting in a potential cost of \$129,000 for the final, altered lineup, per online source. For this resultant five-artist lineup, this producer provided PKR cost quotes totaling \$214,000, which is \$85,000 above expected cost of \$129,000. (Exhibit #13)

From a controls perspective, CAO takes issue with PKR's apparent lack of oversight of its contracted booking agents. PKR staff responded to CAO that the underlying artist agreements have not been obtained from booking agents for past events. Because booking agents are procured to privately negotiate prices on behalf of the City and booking agents could be motivated to overstate those prices to increase their fee, when City events involve expensive national acts it would benefit the City for PKR to verify the reasonableness of prices presented by the booking agents before signing those amounts into City contracts.

Another internal control concern is that PKR did not perform proper maintenance on the contract of District 3's producer.

- PKR did not negotiate a contract amount reduction with this producer when its contractual obligation was arbitrarily reduced from five national artists (as contracted) to four artists (as actual).
- Additionally, when this producer's artist lineup changed after contract signing, an internal controls breakdown occurred as to amending the agreement to list the final line-up. The contract states in provisions II(A)(8), II(B), and IV that such an amendment is necessary. However, there's disagreement between PKR and the City Attorney's Office as to why this breakdown occurred. PKR stated that the City Attorney's Office dismissed the need to amend the agreement, while the City Attorney's Office stated it agreed that written

approval for contract changes is required but disagrees that PKR requested an amendment to the contract and that the Attorney's Office does not revisit contracts once they've been distributed to a department. (Exhibits #15, 16)

Further, by inadequate producer contract negotiation and/or oversight, PKR appears to have paid event costs that should have been borne by the producers, including \$3,148 for recreational vehicles used as artist dressing rooms (typically a hospitality rider charge), \$6,000 artists' instruments and band equipment (typically a technical rider charge – see more on conflict of contract terms below), \$6,000 print and radio marketing, and \$3,490 for performances by master of ceremonies and disc jockey.

Lastly, though required by contract, PKR did not obtain insurance certificates for the City's two producers/booking agents, according to Risk Management.

VIP List and Expenditures (\$7,099, as invoiced)

The CAO identified several emails from the District 3 Commissioner's Office to certain individuals inviting them to attend the concert and approving others who requested to be included on the VIP list, which allowed entry into the VIP area and access to food and beverages as well as a close proximity to the concert stage.

Per discussion with PKR staff, CAO was told that PKR staff had no input in creating the VIP lists which had grown to 235 guests. The final VIP list was solely controlled by the District 3 Assistant-to-the-Commissioner. There were no Commissioners listed on the VIP list.

The total expenditures for the VIP area that were paid from PKR funds amounted to \$7,099. The expenditures consisted of catering services (food and beverages) and rental of tables, chairs, and canopy. (see Exhibit #17)

As to internal control concerns with this event's VIP area, CAO happened upon the following information while researching the event:

The City employee selected by the District 3 Commissioner's Office (Exhibit #7) to work security for the event's VIP section did not retain the list that was used at the event to grant admittance to the area. Because of this, CAO was unable to determine names of actual attendees and total attendance in the VIP section.

- This act might be considered destruction of a public document. An internal control would be to retain all documentation for City events.
- CAO asked Risk Management whether this practice is typical, and the response was that these lists are never retained and that Risk Management's responsibility is limited to scheduling availability for requested security services.

PKR's alcohol price and inventory controls were limited or nonexistent over the vendor hired for the VIP area hosted bar service, totaling \$2,896. The City's contract for general admission beverage sales does not include this VIP service though the same vendor provided service in both areas.

- Vendor markups on liquor bottles were excessive (300-400%), e.g. PKR has been paying \$120 each for one (1) liter bottles.

- Hosted bar service was unsubstantiated by point-of-sale (POS)/register receipting, i.e. there was no volume accountability provided by the vendor to support the invoice.
- VIP service was structured as a hosted bar rather than an open bar, meaning cost to the City was not prepaid/limited prior to the event.

Lastly, though PKR staff responded to CAO that the VIP area catered food was adequate in quantity, the caterer responded that the quantity of food provided was insufficient for demand. The cause of the problem seems to be that PKR's catering contract did not specify quantity of either food or attendance.

Update – 2022 Summer Jamz Expenditures (\$456,574)

Subsequent to our memorandum 21/22-22, the CAO has updated the Summer Jamz 2022 Expenditure Report. There were certain expenditures such as Police Department security, Fire Rescue, and electrical equipment and labor expenses that were not available at the time the memorandum was issued. Increases and decreases in various expenditures were adjusted after our review of transactions. The revised expenditures for the Summer Jamz 2022 concert amounted to \$456,574. PKR provided CAO with a proposed budget for this event, which amounted to \$152,400. The concert exceeded the proposed budget by \$304,174. (see Exhibits #17, 18)

As to internal control concerns with this event's invoicing, CAO happened upon the following information while researching the event:

PKR staff planning and working the event did not implement proper receiving controls for vendor delivery/performance to ensure quality of service and invoice accuracy.

- Most notably, the various equipment and labor charges of the \$38,775 sound and lighting invoice were not verified.
 - CAO's analysis showing significantly higher charges in relation to prior year's event (provided by the same vendor) prompted questions to which the vendor did not respond.
- Other lesser concerns:
 - The \$6,100 barricade invoice supplied by a City contractor included non-contract labor of \$1,600 that was not substantiated by PKR (i.e. per discussion with PKR staff, PKR provided barricade labor; and labor was not charged in last year's event invoice). Additionally, the barricade price charged in the invoice appears to exceed contract price list by 30%.
 - Conversely, credit is due to PKR staff, who upon review of this invoice, without prompting from CAO, identified and had removed \$3,000 of excess charges from the original invoice.
 - The \$2,687 event clean-up service supplied by a City contractor was not adequately controlled by PKR at the event nor supported by the vendor when invoiced.
 - PKR staff had accepted a quote for this service of approximately \$5,000 prior to the event without adequate justification/estimation method to ensure this was a reasonable cost. Though the resultant cost upon invoice was lower, the order process was not controlled.

- Additionally, it seems the invoice review and approval process was not controlled. PKR staff approving this invoice were not able to respond to auditor’s concerns about the quality of the invoice, listed below where the vendor’s bid, contract, and the invoice were compared. Though the potential difference in this instance would only be a few hundred dollars, our concern is the effectiveness of the invoice review process.
 - All laborer hours invoiced on this job were “skilled” instead of “general.” Though the rate difference is minimal, Procurement defined these terms in the bid solicitation, and CAO’s expectation for effort required of this job was unskilled/general labor.
 - Price code 1244-513-01-09 is apparently for supplies markup, but the agreed rate as of 2022 is 20%, not the hourly rate of \$20/hour as apparently billed, which per 2022 bid is suggested to be minimal per job (0.01%; \$200/\$180,000), yet on this job was invoiced for 9% of the total (\$240/\$2,687).

Also, an apparent lack of media coordination duplicated costs and/or efforts as multiple photographers, listed below, were approved to shoot the event. Additionally, PKR did not upload the City’s video content to PKR’s social media at the time of this memorandum.

- City paid videographer (\$1,525)
- Private videographer (\$950, City paid indirectly via producer’s lump sum fee)
- PIO employee (City sunk cost)
- Tourism office (no cost)

Policies

CAO concludes that although the 2022 Summer Jamz event was conducted successfully, it was not adequately controlled and coordinated because PKR did not have a departmental policy to govern special events.

Despite the concern this event has incurred, when CAO asked PKR whether a departmental policy for events was being developed, there was no direct response; instead, we were offered the *Outdoor Events Application*. Though the six-page *Application* contains several worthy considerations for event control, it is no substitute for a formal comprehensive policy, especially for internal City events.

Recommendation: The City Manager should ensure Parks & Recreation performs an adequate risk assessment for City events and, resulting from this effort, develops and implements a comprehensive departmental policy, inclusive of both external and internal events.

Subsequent Event: Though not implemented in formal policy, PKR has begun to provide the Commission information on a quarterly basis on upcoming events with attached budget appropriation. Any changes to the budget require Commission approval. (see Exhibit #19)

Implementation of this recommendation should aim to resolve all concerns noted above as well as additional miscellaneous areas of internal control/oversight concern noted below.

General

- 1) In general, two types of artist performance agreement template are used by PKR as issued by the City Attorney's Office. One type contracts with an artist, and the other contracts with a producer/booking agent. However, CAO sees little distinction between the two and believes a single contract template can be successful for contracting performances. Also, as mentioned in the initial memorandum, the performance contract template should be improved to add transparency and consistency to artist and booking costs.
 - a. In addition, other potential improvements for the producer/booking agent agreement template were observed for consideration:
 - i. An audit clause that survives contract termination (which is currently the event date) should be inserted to obligate prompt responses to audit requests of booking agents and to help deter improper bookkeeping and practices by these agents via an expectation of an audit by the City.
 - ii. A restriction to the booking agent's ability to subcontract to other booking agents should be inserted to the avoid potential of the City paying double booking fees.
 - iii. An apparent conflict in terms (at provision II(A)(10) & (11) of the "Music Production Services" type agreement, for example) should be resolved as to which party (City or Producer) is obligated to provide "all personal band equipment, instruments, props and other equipment, supplies and incidentals necessary for performance" and "backline equipment," given the latter is typically a subset of the former since backline is "necessary for performance," yet the contract identifies them as obligations of separate parties.
 - iv. An exclusive right that survives contract termination to control all media creation and distribution of an event and artist performances should be considered.
 - v. Artist performance contract templates were distributed to PKR staff by the City Attorney's office in the form of editable Microsoft Word documents, which over time could present document version control risk. Secured (but selectively editable) PDF documents might be more appropriate to ensure provisions are not improperly edited over time.
 - vi. Neither type of artist performance agreement template contains a line for the departmental budget owner's (director's) signature.
 1. The "Local Performance" type agreement at least contains an "Events Coordinator/Manager" signature line, but this line doesn't obligate a director to sign and per prior practice multiple PKR staff signatures have occurred on this single line.
- 2) CAO found duplicate barricade contracts (to two different vendors) within Procurement's online list of contracts, both made to Public Works at or around the same time but containing different pricing.

- a. PKR staff used the contract with the higher pricing for this event.
- b. CAO did not contact Procurement to determine why duplicate contracts appear to exist nor confirm whether higher than contract pricing was charged by the vendor (i.e. whether the online price list was obsolete).

Planning

- 3) An inappropriate site seems to have been selected to host the event, resulting in an excessive noise complaint (to 11:30pm the night of the event) from a neighboring city.
 - a. The complaint asserted that prior City mayors had agreed Mills Pond Park would not host “highly-amplified commercial concerts” going forward. CAO asked PKR to confirm the accuracy of this statement. There was no response.
 - i. Per internal discussions, it seems City (internal) events are exempt from the Commission approval requirement as to noise restrictions after certain hours that is applicable to external events.
 - b. CAO also asked PKR about criteria used to select this site for this event expecting attendance in the thousands. There was no response.
 - c. CAO contacted the City’s sound vendor as to how sound levels from installed equipment were determined to be sufficient rather than excessive. There was no response.
- 4) No event cancellation insurance was obtained, i.e. PKR apparently did not communicate the cost of this event to Risk Management to determine a need for such insurance.
 - a. Per general understanding, had the City needed to cancel this event for cause prior to the contract cutoff of six hours before performance, the second half of artist performance payments would have been owed nevertheless, resulting in risk exposure slightly beyond \$150,000, which is generally on par with other significant City events where Risk Management buys this insurance.
- 5) No sponsorships were sought by PKR to help defray event cost, despite PKR estimating a \$450,000 total cost well before the event date.
 - a. CAO asked PKR why it didn’t seek sponsorships. Response was that the current Commission prefers not to use them in general.
 - b. If the City develops a departmental policy that considers use of sponsorships over an event cost threshold, it may be beneficial to additionally consider within the City Attorney’s producer/booking agent agreement template who (City or Producer) will have this sole right to obtain sponsors in order to avoid conflicts that could occur if the City and Producer independently arrange sponsors (i.e. competing companies revealed side-by-side at an event could deter future sponsorship prospects).
- 6) Food service for general admission was arranged by PKR staff to be provided by food trucks rather than a contracted concessionaire.
 - a. The primary operational difference is that the food trucks were allowed entrance to the event rent-free; whereas, a contracted concessionaire would generally be expected to split its sales revenue, perhaps at 30%, with the venue (City), which would have helped defray event cost.
 - i. Additionally, in general, the practice of allowing few, select commercial vendors free entrance to a high demand event creates potential for fraud risk for City staff that is best avoided.

- b. CAO asked PKR why it preferred to use food trucks at internal events rather than a contracted concessionaire. There was no response.
- 7) PKR staff apparently did not obtain and/or retain food permits/licenses for roughly half the 20 food trucks selected to attend the event, including the caterer for approximately 100 VIPs. CAO did not make an effort to obtain or verify the existence of missing food truck licenses and couldn't readily find any licenses online for the VIP caterer.
- 8) The reason the intradepartmental budget transfer of \$1,400,000, mentioned in the prior memorandum, did not require Commission approval is because OMB's *Budget Transfer Request Procedure* does not require it. (see Exhibit #20)
- a. Going forward it may be beneficial to the City for such transfers above a material threshold to be approved by Commission.

Operation

- 9) No alcohol sales point-of-sale (POS)/register reports are obtained, as general PKR practice, to substantiate contract compliance with revenue sharing for general admission beverage sales at City events.
- a. CAO independently obtained this report for this event from the vendor and reconciled it without exception to the revenue share paid by the vendor.
 - b. It may be beneficial for PKR staff to obtain these reports going forward not only to substantiate satisfaction of contractual obligations, but also to analyze beverage sales to improve event operations (e.g. was an event undersold; could it have benefitted from more beverage stands?)

cc: Greg Chavarria, City Manager
Alain Boileau, City Attorney
David Soloman, City Clerk
Susan Grant, Assistant City Manager/Director of Finance
Anthony Fajardo, Assistant City Manager



Memorandum

Memo No: 21/22-22

Date: 9/2/2022

To: Honorable Mayor and Commissioners

From: Patrick Reilly, CPA *PR*
Interim City Auditor

Re: Review of Summer Jamz 2022

The City Commission requested information from the City Auditor's Office (CAO) regarding the 2022 Summer Jamz concert event, part of the City's annual David Deal Playday series.

Please consider this memorandum as a general review of the specified event and not an engagement in conformity with generally accepted government auditing standards (GAGAS) promulgated by the U.S. Government Accountability Office (GAO).

Objective

On August 30, 2022, Commissioner Glassman formally requested a full audit and a detailed line-item accounting of expenditures of this event from the City Manager, City Attorney, and Interim City Auditor, specific to the questions within the attached Exhibit #1, by September 6, 2022.

Scope

The Commissioner's concerns generally included the background, planning, budget and cost, marketing, oversight, and attendance of this event.

While most of these concerns were expected to be readily answered by the City Manager, the CAO's perspective was internal control based, focusing mainly on the oversight concern. The CAO reviewed documents, performed analytical procedures, and inquired of City departmental management. In Exhibit #2, we provide a schedule that compares expenses for 2021 and 2022 Summer Jamz events, based on information provided by Parks and Recreation (Exhibit #3).

Limitation

Due to the time constraint presented by the Commission, a full audit was not feasible by the deadline. The CAO's review focused on expenses that presented a material change between last year and this year. Additionally, the conclusions presented herein are not definitive but rather are presented as concerns that might benefit from further consideration.

Conclusion

The CAO's review of this event noted some areas of internal control/oversight concern relevant to City events in general.

1) Contracts: The City's standard producer/performer agreement templates do not consistently and completely require a breakdown of costs, which when absent could lead to substantial, unnecessary markup by a booking agent, creating a risk of waste. For differences between contract types in 2021 and 2022, see Exhibit #4.

- The primary costs the City is contracting and paying in lump sum include,
 - a) Artist's underlying contract price (settled privately between artist and booking agent)
 - b) Booking agent's fee
 - c) Artist's rider buyout option or cost of transportation, lodging, meals
- The exclusion of these expense details could have Procurement controls impact:
 - As the booking agent fee is not separately identified for a relatively high volume of City events, the City may not be aware of what it spends on this expense category annually and then may not properly contract this expense if it exceeds any Procurement threshold.
 - Per City Attorney memo 22-125, CAO agrees that it is not clear that producers--mere booking agents in most cases--are necessarily "entertainers," (supposing Code 2-176(e) limits the professional services procurement exclusion to the listed categories) and that Code clarification would be needed to ensure compliance. And, unless the producer/booking agent were directly an act's talent representative (an unexpected occurrence), purchase of booking agent service would not qualify as a sole source exclusion under subsection (d). (Exhibit #5)

Recommendation: The City Manager should consider enhancing the City's event contract templates by requiring all itemized expenses. The City Commission should consider clarifying within City Code, 1) the definition of "entertainer" regarding its exclusion from the procurement controls process, relative to the booking agents contracted by the City for event performances, and 2) placing a cost limit on the entertainer exclusion, beyond which the Commission would be required to approve.

2) Performances: The average cost per headliner roughly doubled in 2022.

- Though the total cost of 2022 performances increased by 150% from 2021, the number of acts increased proportionally, resulting in the same average cost per act as last year. However, because the event occupied the same amount of time, 1) average headliner performance time was cut in half (from 75 minutes to 35 minutes); one headliner performed for as little as 20 minutes, and 2) the performance cost per minute doubled (from ~\$1,000/minute a year ago to ~\$2,000/minute in 2022), which may not be perceived as a reasonable.

Recommendation: The City Manager should consider implementing City event planning controls that consider performer cost metrics.

3) Off-contract purchasing: An off-contract stage was purchased for this event for both 2021 and 2022, which circumvented contract pricing controls.

- The 2022 stage was 30% smaller but the vendor charged 50% more. This item was deemed off-contract as the size ordered exceeded the largest stage size listed in contract pricing (35' x 30' or 1050 sqft at \$3,500). This off-contract extra 15%-60% of square feet of stage area cost an extra ~\$13,500 per event on average. In total, the City would normally pay a contract price of ~\$3/sqft for a large stage order, but for these events paid \$10-\$15/sqft.
- Though the City performed the required formal price quote control for this item (coincidentally selecting the City's existing contractor), it is not as effective as a formal price contract.

Recommendation: The City Manager should review prior events to identify relatively high value and common off-contract items and amend the contract to include agreed pricing for these items going forward.

4) Invoice review and approvals: The CAO's analysis of certain invoice expenses resulted in concern that some invoices may not be receiving adequate verification prior to approval.

- The invoices of a City's contracted vendor related to this event included equipment and labor quantities CAO could not readily reconcile. CAO did not contact the City department or vendor to resolve these details; this remains a general concern only.
- Though this concern is relatively immaterial for this particular event, if consistently occurring, it could aggregate to an annually material amount. The City typically contracts on item and labor rates, leaving it vulnerable to billed volume excesses that require internal control attention.

Recommendation: The City Manager should consider implementing routine or enhanced training on existing internal controls involving verification of all material invoice charges, with any discrepancies addressed with the vendor, prior to approval.

5) Recordkeeping: Despite apparently exceeding \$1,000,000 per year in aggregate, City event expenses currently do not have a specific expense sub-object, which could lead to inconsistent and uncontrolled recordkeeping and oversight.

- The City's financial records currently include sub-object 3203 for Artistic Services, but all other event costs can be spread into various other sub-objects. For example, a July 2022 budget transfer request "for unanticipated increase in Special Event programming and other associated costs" requested \$1,400,000 be pulled from other expense sub-objects into approximately 10 sub-objects. (Exhibit #6)

Recommendation: The City Manager should consider implementing a specific sub-object to record all City event expenses.

6) Budget approvals: A cursory review of the Parks, Recreation, and Beaches Board minutes for 2021 and 2022 found no discussion on Summer Jamz or its cost escalation, and by the nature of the Commission's request it's presumed to have no or limited prior awareness of this event's details. Additionally, a \$1,400,000 budget transfer approval in July 2022 was found associated with the costs of this August event, which was not required to be approved by the Commission. (Exhibit #7)

Recommendation: The City Manager should consider implementing or enhancing budgeting controls for City event costs, for example

- **An individual budget for all aspects of each City event, beyond which receive attention from the Board or Commission.**
- **A threshold for budget transfers, beyond which receive attention from the Board or Commission.**

cc: Greg Chavarria, City Manager
Alain Boileau, City Attorney
David Soloman, City Clerk
Susan Grant, Assistant City Manager/Director of Finance
Anthony Fajardo, Assistant City Manager

Patrick Reilly

From: Todd Stilphen <TStilphen@fortlauderdale.gov>
Sent: Tuesday, May 3, 2022 12:56 PM
To: Tracy Roach
Cc: Tim McGovern
Subject: Summer Jamz

Hi Tracy. We really need to get a band(s) booked for Summer Jamz as time is getting close to book National acts. Please provide us with a wish list as soon as possible.

Thank you,

Todd Stilphen
Recreation Program Supervisor
954-828-5408
todds@fortlauderdale.gov

Patrick Reilly

From: Tracy Roach <TRoach@fortlauderdale.gov>
Sent: Thursday, May 12, 2022 1:07 PM
To: Todd Stilphen
Cc: Tim McGovern
Subject: RE: Summer Jamz

Good afternoon Todd,

Please see artist options below...

Eve
Charlie Wilson
Mario
Jasmin Sullivan
Faith Evans
Toni Tone Tony
Jon B
Kelly Roland
Monica
Joe
Johnny Gill
Ashanti
JaRule
Nelly
Fat Joe
Mystical
Tweet
India Arie
Anthony Hamilton
Fantasia
Kelly Price
Stephanie Mills
Tamia
Ledisi
LL Cool J
Beastie boys
Doug E Fresh
Slick Rick
Salt-N-Peppa
El DeBarge/DeBarge
Isley Brothers

Tracy Roach

Assistant to Commissioner Robert L. McKinzie City of Fort Lauderdale, District III For event information, visit our website

https://www.youtube.com/channel/UCsjG_WIAS2qv-Hic6K16o3w

954-828-5011 (o)

954-828-5667 (f)

-----Original Message-----

From: Todd Stilphen <TStilphen@fortlauderdale.gov>

Sent: Tuesday, May 3, 2022 12:56 PM

To: Tracy Roach <TRoach@fortlauderdale.gov>

Cc: Tim McGovern <TMcGovern@fortlauderdale.gov>

Subject: Summer Jamz

Hi Tracy. We really need to get a band(s) booked for Summer Jamz as time is getting close to book National acts. Please provide us with a wish list as soon as possible.

Thank you,

Todd Stilphen

Recreation Program Supervisor

954-828-5408

todds@fortlauderdale.gov

Jonathan Frisard

From: Phil Thornburg <PThornburg@fortlauderdale.gov>
Sent: Tuesday, June 28, 2022 3:29 PM
To: Carl Williams
Subject: RE: Summer Jamz

Send agreements and riders to Chris for signature

-----Original Message-----

From: Carl Williams <CWilliams@fortlauderdale.gov>
Sent: Tuesday, June 28, 2022 3:28 PM
To: Phil Thornburg <PThornburg@fortlauderdale.gov>
Subject: RE: Summer Jamz

Yup...will do.

-----Original Message-----

From: Phil Thornburg <PThornburg@fortlauderdale.gov>
Sent: Tuesday, June 28, 2022 3:26 PM
To: Carl Williams <CWilliams@fortlauderdale.gov>
Subject: FW: Summer Jamz

Move forward, I assume this is timely since the event is next month.

Thanks

-----Original Message-----

From: Todd Stilphen <TStilphen@fortlauderdale.gov>
Sent: Tuesday, June 28, 2022 1:32 PM
To: Carl Williams <CWilliams@fortlauderdale.gov>; Tim McGovern <TMcGovern@fortlauderdale.gov>
Cc: Phil Thornburg <PThornburg@fortlauderdale.gov>
Subject: FW: Summer Jamz

See below from Tracy.

This is bad business, not to mention she is now adding about 100K to the artist budget, which would create another 50-75k in sound/logistic fees. So in all we would be paying 450K for the artists/sound. The other two issues that I see is that there is no way we can have 6 national artists and 1 local band (Deep Fried Funk) play one one or even two stages.

The last issue is that Dan and All on Stage have been working on this for two months now going back and forth on national artists and now to just throw him aside and use another booking agent, doesn't seem right.

-----Original Message-----

From: Tracy Roach <TRoach@fortlauderdale.gov>
Sent: Tuesday, June 28, 2022 1:11 PM
To: Todd Stilphen <TStilphen@fortlauderdale.gov>
Subject: RE: Summer Jamz

Hi Todd,

We reached out to Jody yesterday who finds the talent for Finally Friday. Below is what he was able to get for Summer Jamz. We will still go Ruben through Dan and go with Jody with the below.

Let me know if you have any questions.

August 19,2022

275k includes:

Airfare
Hotel
Performance Fee
Rehearsal with artist
Deep Fried Funk Band
Jody Hill live Productions
Meal buy out

City will provide ground transportation.(See Jody)

Artist
Mario-
Faith Evans
Ginuwine -
Joe-
Christopher Williams

Tracy Roach

Assistant to Commissioner Robert L. McKinzie City of Fort Lauderdale, District III For event information, visit our website

https://www.youtube.com/channel/UCsjG_WIAS2qv-Hic6K16o3w

954-828-5011 (o)

954-828-5667 (f)

-----Original Message-----

From: Todd Stilphen <TStilphen@fortlauderdale.gov>

Sent: Tuesday, June 28, 2022 9:37 AM

To: Tracy Roach <TRoach@fortlauderdale.gov>

Subject: FW: Summer Jamz

Or maybe Nelly as the headliner along with Ruben Studdard?

-----Original Message-----

From: Todd Stilphen

Sent: Monday, June 27, 2022 2:05 PM

To: Tracy Roach <TRoach@fortlauderdale.gov>

Subject: RE: Summer Jamz

And Kenny Latimore???

-----Original Message-----

From: Tracy Roach <TRoach@fortlauderdale.gov>
Sent: Monday, June 27, 2022 1:52 PM
To: Todd Stilphen <TStilphen@fortlauderdale.gov>
Subject: RE: Summer Jamz

Hi Todd,

Ok on the contract. The Whisperer's are too old-🙄

Tracy Roach

Assistant to Commissioner Robert L. McKinzie City of Fort Lauderdale, District III For event information, visit our website

https://www.youtube.com/channel/UCsjG_WIAS2qv-Hic6K16o3w

954-828-5011 (o)

954-828-5667 (f)

-----Original Message-----

From: Todd Stilphen <TStilphen@fortlauderdale.gov>
Sent: Monday, June 27, 2022 11:46 AM
To: Tracy Roach <TRoach@fortlauderdale.gov>
Subject: Summer Jamz

Hi Tracy. Have the contract for Ruben Studdard and turning it in today. Thoughts on the Whisperer's as other main act?

Thank you,

Todd Stilphen
Recreation Program Supervisor
954-828-5408
todds@fortlauderdale.gov

Jonathan Frisard

From: Carl Williams <CWilliams@fortlauderdale.gov>
Sent: Thursday, July 28, 2022 2:20 PM
To: Nigeria Livingston
Cc: Tim McGovern
Subject: RE: Teen Night and Summer Jamz

Follow Up Flag: Follow up
Flag Status: Completed

Thanks.



From: Nigeria Livingston <NLivingston@fortlauderdale.gov>
Sent: Thursday, July 28, 2022 1:59 PM
To: Carl Williams <CWilliams@fortlauderdale.gov>
Cc: Tim McGovern <TMcGovern@fortlauderdale.gov>
Subject: Re: Teen Night and Summer Jamz

Hi Carl,
Yes a lot of the teens listen to him.

Yes, James T comes from the commissioner request.
They also requested DP to DJ I'm waiting on him to return his invoice and contract .

Thank you

On Jul 28, 2022, at 1:47 PM, Carl Williams <CWilliams@fortlauderdale.gov> wrote:

Hi Nigeria,

For Teen Night during DDPD, artist Johnny Jones...he appeal to teens?

Also, for Summer Jamz, James T we are paying \$2,700 for 4 hours (that's almost \$700 an hour) to MC the event? Is this a Commissioner request as well?

<image001.png>

Jonathan Frisard

From: Nigeria Livingston <NLivingston@fortlauderdale.gov>
Sent: Wednesday, July 13, 2022 3:33 PM
To: Guy Hine
Subject: Re: Caterer for Summer Jamz

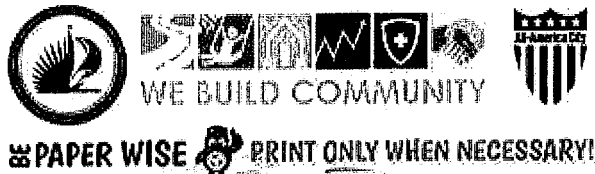
Follow Up Flag: Follow up
Flag Status: Flagged

Great, thank you!

From: Guy Hine <GHine@fortlauderdale.gov>
Sent: Wednesday, July 13, 2022 3:31 PM
To: Nigeria Livingston <NLivingston@fortlauderdale.gov>
Subject: RE: Caterer for Summer Jamz

This is exactly what we needed. Thank you. Approved.

Guy Hine, CPCU, SHRM-SCP, ARM-P, SPHR, AIC, CWC
Risk Manager
City of Fort Lauderdale
954-828-5494 voice
954-828-5439 fax
ghine@fortlauderdale.gov



From: Nigeria Livingston <NLivingston@fortlauderdale.gov>
Sent: Wednesday, July 13, 2022 2:40 PM
To: Guy Hine <GHine@fortlauderdale.gov>
Subject: Re: Caterer for Summer Jamz

Good afternoon Guy,

See attached, Thank you

From: Guy Hine <GHine@fortlauderdale.gov>
Sent: Tuesday, July 12, 2022 1:45 PM
To: Nigeria Livingston <NLivingston@fortlauderdale.gov>
Subject: RE: Caterer for Summer Jamz

Nigeria,

The insurance coverage itself looks good, but there are a few details that need to get squared away before final approval. Note on the attached version I sent back to you, this certificate is almost a year old (upper right hand corner). We will need an updated certificate. Also note the "ADDL INSD" section with the red X. That will provide the City with proof of additional insured status on the vendor's policy. Finally, at the bottom, the City needs to be listed as the Certificate Holder. All these can be very easily accomplished by the insured's agent, Jeffrey Smith at 646-844-9933.

Thank you,

Guy Hine, CPCU, SHRM-SCP, ARM-P, SPHR, AIC, CWC
Risk Manager
City of Fort Lauderdale
954-828-5494 voice
954-828-5439 fax
ghine@fortlauderdale.gov



From: Nigeria Livingston <NLivingston@fortlauderdale.gov>
Sent: Tuesday, July 12, 2022 10:12 AM
To: Guy Hine <GHine@fortlauderdale.gov>
Subject: Caterer for Summer Jamz

Good morning Guy,
Below is the email chain from last year for Summer Jamz 2021.

Attached is the insurance for the caterer that we used last year for Summer Jamz, we are looking to use her again. Is she approved to drop off food for August 19,2022? Please advise Thank you

From: Guy Hine <GHine@fortlauderdale.gov>
Sent: Wednesday, August 18, 2021 3:24 PM
To: Vedasha Roopnarine <VRoopnarine@fortlauderdale.gov>; Susan Grant <SuGrant@fortlauderdale.gov>
Cc: Matthew Cobb <MCobb@fortlauderdale.gov>; Carl Williams <CWilliams@fortlauderdale.gov>; Stacey Daley <SDaley@fortlauderdale.gov>
Subject: RE: Vendor

No less than a \$300,000 general liability policy.

From: Vedasha Roopnarine <VRoopnarine@fortlauderdale.gov>
Sent: Wednesday, August 18, 2021 3:23 PM
To: Susan Grant <SuGrant@fortlauderdale.gov>
Cc: Guy Hine <GHine@fortlauderdale.gov>; Matthew Cobb <MCobb@fortlauderdale.gov>; Carl Williams <CWilliams@fortlauderdale.gov>; Stacey Daley <SDaley@fortlauderdale.gov>
Subject: RE: Vendor

Price is \$2,200. All cooking will be done offsite. They will just be delivering and serving for the event.

From: Susan Grant <SuGrant@fortlauderdale.gov>
Sent: Wednesday, August 18, 2021 3:19 PM
To: Vedasha Roopnarine <VRoopnarine@fortlauderdale.gov>
Cc: Guy Hine <GHine@fortlauderdale.gov>; Matthew Cobb <MCobb@fortlauderdale.gov>; Carl Williams <CWilliams@fortlauderdale.gov>; Stacey Daley <SDaley@fortlauderdale.gov>
Subject: RE: Vendor

And are they cooking on site or just delivering?

From: Vedasha Roopnarine <VRoopnarine@fortlauderdale.gov>
Sent: Wednesday, August 18, 2021 3:17 PM
To: Susan Grant <SuGrant@fortlauderdale.gov>
Cc: Guy Hine <GHine@fortlauderdale.gov>; Matthew Cobb <MCobb@fortlauderdale.gov>; Carl Williams <CWilliams@fortlauderdale.gov>; Stacey Daley <SDaley@fortlauderdale.gov>
Subject: RE: Vendor

No, we typically do not have agreements for these services. The vendor submits an invoice for services. Prior to the event we verify that their insurance is valid with Risk and keep those in our files.

Below is the information I was given regarding the menu and description provided by **Kooking with Kayla:**
All food and ingredients will be provided. I do not supply utensils (forks, spoons, knife, glasses, plates) or tables unless requested.

Selected Menu Listed

Mango Jerk Shrimp

Jerk Chicken with Guava Glaze

Chimichurri Steak

Fried Rice

Coconut Peas and Rice

Sauteed Garlic Spinach and Roasted Tomato (cold)

Broccoli

Green Beans

*Serving utensils will be provided.

From: Susan Grant <SuGrant@fortlauderdale.gov>
Sent: Wednesday, August 18, 2021 2:25 PM
To: Vedasha Roopnarine <VRoopnarine@fortlauderdale.gov>
Cc: Guy Hine <GHine@fortlauderdale.gov>; Matthew Cobb <MCobb@fortlauderdale.gov>
Subject: FW: Vendor

Vedasha,

Is there a draft agreement that we can pass on to Risk so they could evaluate?

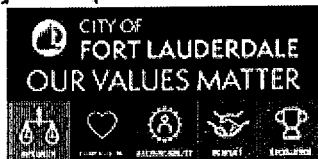
Susan Grant, CPA

Director of Finance

City of Fort Lauderdale | Finance Department

100 N. Andrews Ave. | Fort Lauderdale FL 33301

P 954-828-5145 | F 954-828-5168 SuGrant@fortlauderdale.gov



Integrity – Compassion - Accountability - Respect – Excellence

From: AnnDebra Diaz <ADiaz@fortlauderdale.gov>

Sent: Wednesday, August 18, 2021 2:19 PM

To: Susan Grant <SuGrant@fortlauderdale.gov>; Laurie Platkin <LPlatkin@fortlauderdale.gov>; James Hemphill <JHemphill@fortlauderdale.gov>

Subject: RE: Vendor

It's a caterer (Cooking with Kayla) that we have not used before, who will be serving food at an event this weekend for Summer Jamz. As I explained to Vedasha, anytime a vendor comes onto city property to provide a service, we require insurance. The vendor stated she is trying to obtain insurance. Risk would have to waive the requirement.

If a caterer has been used in the past without insurance, it would have been an after the fact purchase (RPA) and by then when it gets to Procurement to approve the payment, it's too late to require insurance.

AnnDebra Diaz, CPPB | Procurement Administrator

City of Fort Lauderdale | Procurement Services Division

100 N. Andrews Ave. | Fort Lauderdale FL 33301

P 954-828-5949 | F 954-828-5576 | adiaz@fortlauderdale.gov



Integrity – Compassion – Accountability – Respect - Excellence

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from city officials regarding City business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

From: Susan Grant <SuGrant@fortlauderdale.gov>

Sent: Wednesday, August 18, 2021 1:53 PM

To: AnnDebra Diaz <ADiaz@fortlauderdale.gov>; Laurie Platkin <LPlatkin@fortlauderdale.gov>; James Hemphill <JHemphill@fortlauderdale.gov>

Subject: FW: Vendor

Any of you familiar with this?

Susan

From: Chris Lagerbloom <CLagerbloom@fortlauderdale.gov>

Sent: Wednesday, August 18, 2021 1:50 PM

To: Susan Grant <SuGrant@fortlauderdale.gov>

Subject: Vendor

There is someone Commissioner McKinzie has used to cater (not for public sale) at one of our summer events in his district called Summer Jamz. He just called and said there is an insurance or some other requirement procurement is requesting that is beyond (or different)

than previous years. Is that enough detail to help me figure out if there is a solution? Or, if no solution, so that I can understand to be able to explain it?

Chris

Chris Lagerbloom | City Manager
City of Fort Lauderdale, Florida



Patrick Reilly

From: Tracy Roach <TRoach@fortlauderdale.gov>
Sent: Tuesday, August 9, 2022 5:08 PM
To: Greg Chavarria; Tarlesha Smith
Cc: Robert McKinzie; Aimee Llauro
Subject: Joey (security)

Good afternoon Greg,

I hope all is well. Commissioner would like Joey to work the Summer Jamz event on Friday, August 19th from 2:30pm to midnight.

Please confirm.

Thanks,

Tracy Roach

Assistant to Commissioner Robert L. McKinzie

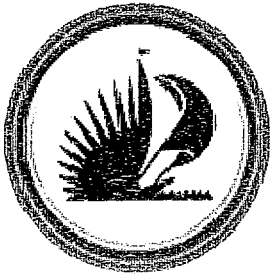
City of Fort Lauderdale, District III

For event information, visit our [website](#)

https://www.youtube.com/channel/UCsjG_WIAS2qv-Hic6K16o3w

954-828-5011 (o)

954-828-5667 (f)



CITY OF FORT LAUDERDALE

Jonathan Frisard

From: Nigeria Livingston <NLivingston@fortlauderdale.gov>
Sent: Friday, September 2, 2022 10:47 AM
To: Tim McGovern; Debbie Bylica
Subject: Fw: Summer Jams
Attachments: 3273 DD Playday 2016 Summer Jamz_30x40.pdf; 3273 DD Playday 2016 Summer Jamz_flyer_Final press.pdf; 3856 DD Playday 2017 Summer Jamz_8-5x5-5 Card_Draft2.pdf; 3856 DD Playday 2017 Summer Jamz_8-5x5-5 Card_Final PRESS.pdf; 3856 DD Playday 2017 Summer Jamz_8-5x5-5 Card_Final WEB.pdf; 3856 DD Playday 2017 Summer Jamz_8-5x5-5 Card_Final WEB-1.jpg; 3856 DD Playday 2017 Summer Jamz_8-5x5-5 Card_Final WEB-2.jpg

see attached

From: Jason Selznick <JSelznick@fortlauderdale.gov>
Sent: Thursday, May 24, 2018 9:33 AM
To: Nigeria Livingston <NLivingston@fortlauderdale.gov>
Cc: Lester Alexander <LAlexander@fortlauderdale.gov>; Tim McGovern <TMcGovern@fortlauderdale.gov>
Subject: Summer Jams

Nigeria,

Attached are flyers from 2017 and 2016. The following is last year's Summer Jamz Breakdown. Lester has been working closely with the community on this year's exact setup and Tim works closely with Robert McKinzie as well with setup and headliner requests, etc. Robert approves all bands. This event is the area's main summer concert and the setup is extensive so if you need any assistance, myself, Lester, and Tim are here to help.

We all should meet to review soon on this year's setup.

1. **Summer Jamz Concert Series**

Friday, August 18 • 7 -11 PM (Teen Night) / Carter Park, 1450 W. Sunrise Blvd

Catch the areas hottest end of the summer hip hop concert!

Saturday, August 19 • 7 - 11 PM / Carter Park South Field, 1450 W. Sunrise Blvd

Enjoy your picnic as you jam out to live Blues and R&B performances.

- a. **Expected Attendance: 500 – 2,000 both nights**
- b. **FLPD Requests:**
 - a. **Police Detail**
- c. **Special Guests to Invite:**
 - a. **Mayor Jack Seilor, Commissioner Robert McKinzie, Commissioner Roberts, Commissioner Trantalis, Commissioner Rogers, City Manager Feldman, P&R Director Thornburg, P&R Deputy Director Williams, P&R Deputy Director Sanchez, etc.**
- d. **PIO provided additional marketing support. Videographer and photographer**
- e. **Flyers & Banners - \$500**
- f. **Outdoor Event Equipment Requests:**
 - a. **Podium and flags**
 - b. **6 pop up tents**
 - c. **20 X 20 tent (Dignitary Tent)**
 - d. **French Barricades around stage**

2022 Summer Jamz Key Event Timeline
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All of the following except document signings was taken from City emails May - September

Producer1 refers to the original event producer selected by PKR

Producer2 refers to the subsequent producer selected by District 3 Commissioner's Office

Date (2022)	Activity
May 3	PKR staff asks District 3 Commissioner's Office to decide national acts for Summer Jamz*
May 12	District 3 Commissioner's Office provides a "wish list" of national acts; note - none of the ~30 acts on this list ended up as signed artists after much back-and-forth over three months of deliberating the acts
May 16	Prior to being formally retained on a City booking agent contract, Producer1 provides cost quotes for District 3 Commissioner's Office wish list at the request of PKR staff
June 8	PKR staff follows up with District 3 Commissioner's Office on a decision for national acts, as well as a master of ceremonies
June 10	"Per Commissioner McKinzie" District 3 Commissioner's Office provides PKR staff four named artists as "talent requested for Summer Jamz"; only one of these acts made the final list
June 27	District 3 Commissioner's Office independently contacts a second booking agent, Producer2, for quotes on an updated artist wish list
June 27	PKR and OMB staff begin to deliberate the \$1,400,000 budget transfer to avail additional special events spending, including Summer Jamz
June 28	Producer1 is signed by the City to book a performance by Ruben Studdard for \$57,000 with deposit of \$30,000 payable by July 1 and remainder due August 12
June 28	District 3 Commissioner's Office directs PKR to sign a substitute booking agent, Producer2, for the remainder of the acts at a lumpsum price of \$275,000; this figure was later updated to \$281,000 to include ground transportation for artists
July 12	Producer2 is signed by the City to book five named national act performances for \$281,000 with deposit of \$140,500 payable by July 12 and remainder due August 12; only one of these acts actually performed at the event
July 23	City Manager signs the \$1,400,000 budget transfer (after deposit payments were made)
August 1	Producer2 provides, upon request of PKR staff, the final artist lineup including performance costs of four acts
August 2	District 3 Commissioner's Office contacts Strategic Communications to design event flyers
August 9	District 3 Commissioner's Office asks PKR staff to change the time of the event walkthrough to accommodate the Commissioner's schedule
August 9	District 3 Commissioner's Office informs City Manager that "Commissioner would like" a specific Risk Management employee to work (VIP area) security for the event
August 12	Producer2 provides <i>Run of Show</i> (event schedule) to PKR Staff
August 15	PKR Deputy Director decides to proceed without an amended artist lineup in the producer's agreement and considers but does not negotiate a contract price reduction based on the amended and reduced lineup, after acknowledging PKR staff doubt that current artist lineup is not on the same quality level as the originally agreed lineup
August 17	District 3 Commissioner's Office develops VIP list; other versions (3) followed
August 19	Event occurs

*This may not have been the earliest date of this activity but CAO limited its email search to start in May

Provided by District 3's producer

Summer Jamz 2022 Exspenses

Tent Rentals-\$4,012.50
Hotels-\$5044.32
Towels-\$642(Nika)
Towels-\$48.(Ursula)
Towels-\$68.28
Walmart-260.66
Wine/Liquor -\$500.51
Amazon-\$186.89
Amazon-\$16.65(Water)
Amazon-\$60.84
Imperial Party Rental(Furniture)-\$2,868.72
Media Mangement-\$5,000.00
Step and Repeat-\$214.00
Rehearsal(Circle House Studios) and Deep Fried Funk Band-\$18,800
Food hot-\$200.00
Infinity Transportation-\$4,185.67
FEEJ Transportation-\$1,200.00
Christopher Williams-\$1,480.20(Airfare)
Videographer-\$600.00
Photographer-\$350.00
Berry Good Management-\$20,000.00 Exhibit 11
Christopher Williams-\$30,000.00 Exhibit 12
Lil Mo-\$38,000.00
Mya-\$56,000.00
Tank-\$90,000.00
Jody Hill Live Productions-\$1,260.76

Grand Total:\$281,000.00

INVOICE

Amount Due (USD)
\$20,000.00

BILL TO
JODY HILL LIVE ENTERTAINMENT
JODY HILL

786-346-7065
jodyhilllive@gmail.com

Invoice Number: 70661

Invoice Date: July 5, 2022

Payment Due: July 5, 2022

ITEMS	QUANTITY	PRICE	AMOUNT
BOOKING FEE FOR TALENT FT. LAUDERDALE SUMMER JAMS	1	\$20,000.00	\$20,000.00
		Total:	\$20,000.00
		Amount Due (USD):	\$20,000.00



BERRY GOOD MANAGEMENT
1112 N. MAIN ST
UNIT 103
MANTECA, California 95336
United States

Contact Information
Phone: 323-709-9995
Mobile: 312-758-5137



BERRY GOOD MANAGEMENT

ARTIST ENGAGEMENT CONTRACT

This Agreement is made this **July 16th, 2022** ("Agreement") between **Christopher Williams** (hereinafter referred to as ARTIST) and **Jody Hill Live Entertainment** (hereinafter referred to as PURCHASER)

TERMS AND CONDITIONS

1. ROLE OF ARTIST'S AGENT

PURCHASER acknowledges that LaTanya Berry of Berry Good Management ("Berry Good Management") is a Booking Agent for ARTIST and is not a party to this Agreement and that it assumes no liability.

2. ENGAGEMENT

(A) PURCHASER hereby engages ARTIST, and ARTIST accepts such engagement to host event at a first class venue according to the following mutually agreed upon itinerary:

Date: August 19th, 2022

Location Venue: Provident Park: Mills Pond Park 2201 NW 9th Ave Ft. Lauderdale, FL

Fee: \$30,000 all in

(B) Any change in the above itinerary shall be subject to ARTIST'S prior approval. If any information as required above is not set forth at the time of issuance of this Agreement.

(C) ARTIST shall perform: 30 minutes with residential band at the cost of the PURCHASER. It is requested that the ARTIST arrives in market on August 18th to allow an efficient rehearsal with the band.

3. COMPENSATION:

- (A) PURCHASER agrees to pay ARTIST Thirty Thousand Dollars (\$30,000) plus hospitality & sound
- (B) Failure by Purchaser to pay the Artist Fee as scheduled herein constitutes a material breach of this Agreement by Purchaser and subject Purchaser to forfeiture of any and all previous deposits made in connection with this Agreement. Deposits are due as follows:
- DEPOSIT SCHEDULE: \$15,000 in total that is inclusive of artist and management fees shall be paid by the following business day of this agreement being accepted and signed.
Balance of \$15,000 USD (Five Thousand Dollars) due to Artist on August 18th when ARTIST arrives to market prior to soundcheck no exceptions.

(D) ABSOLUTELY NO ADVERTISING MAY TAKE PLACE UNTIL THE ARTIST DEPOSIT AND CONTRACT IS RECEIVED.

4. Payment Info

Beneficiary Name –**Berry Good Management**
Bank of America
Account# 325108414532 Routing# 121000358
Modesto, Ca

5. TRANSPORTATION AND ACCOMMODATIONS

PURCHASER is responsible for ground transportation as follows:

1. to and from airport upon arrival in market and upon departure a
2. to and from sound check as well as to the venue for performant time
3. PURCHASER shall furnish the following at PURCHASER'S sole cost and expense: hospitality and sound backline
6. RESTRICTIVE COVENANT -ARTIST can not promote any future events within a 100 mile radius of Ft. Lauderdale, FL prior to the conclusion of this date.
7. VISAS, PERMITS, LICENSES, SECURITY, ETC.
(A) PURCHASER agrees to pay for any local private and/or personal security deemed necessary by Artist.
8. EQUIPMENT, STAGING AND FURTHER OBLIGATIONS OF PURCHASER. (See Rider)
9. NON-HOST EVENT ANCE:
If ARTIST is unable to perform at event in the occurrence of sickness or accident then this will be considered "Force Majeure" by ARTIST and ARTIST shall not be subject to any liability. In the event of a Force Majeure, Purchaser has the right to re-schedule host event or receive back the entire deposit sent to artist. Please note in case of breach in contract that Purchaser does not pay the backend on August 18th, 2022 this will not be considered a Force Majeure and shall result in Purchaser forfeiting all deposit paid to Artist with no litigation or postponing of event unless agreed to by the Artist.
10. NAME AND LIKENESS RIGHTS
ARTIST agrees that PURCHASER may use ARTIST'S name, pictures, photographs and Artist pre-approved approved likeness in connection with the advertising and publicizing of the engagement hereunder, but such use shall not be as an endorsement of any products or service. Such rights shall be in effect only during the period beginning with the execution of this Agreement and continuing until the engagement which is the subject of this Agreement.
11. MERCHANDISING
ARTIST shall have the sole and exclusive right, but not the obligation, at ARTIST'S sole expense, to sell souvenir programs and any other souvenir items, including recording material in connection with, and at the host event performances(s) hereunder and the receipts thereof belong solely to the ARTIST. ARTIST percentage shall be most favored nations.
12. REMEDIES
In the event that PURCHASER defaults in performing its obligations under this Agreement, ARTIST shall be

entitled to require PURCHASER to reimburse ARTIST for any non-recoverable payments for rehearsal costs, band salaries, airfares and the like, and, at ARTIST's option, to terminate the agreement.

13. MISCELLANEOUS

This agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. This Agreement cannot be changed, modified or altered except by an instrument signed by the parties. This Agreement cannot be assigned or transferred without the written consent of the ARTIST. Nothing in this Agreement shall require the commission of any act contrary to law or rule or regulation of any union, guild or similar body having jurisdiction over the host event hereunder or any element thereof and wherever there is any conflict between any provisions of this Agreement and such law, rule or regulation, the law, rule and regulation shall prevail and this Agreement shall be curtailed, modified or limited only to the extent necessary to eliminate such conflict

14. AUTHORITY OF PURCHASER'S SIGNATORY / CHOICE OF LAW

The person executing this Agreement on PURCHASER'S behalf warrants his authority to do so, and such person hereby personally assumes liability for the payment of the fee in full
The agreement shall be construed in accordance with the laws of the State of California's governing agreements executed and wholly to be host event therein, regardless of the fact that the venue of host event is elsewhere. Any claims or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by courts (Federal or State) located in Manteca, Ca and the parties hereby acknowledge such minimum contacts with and agree to submit to the exclusive jurisdiction of such courts.

15. NOTICES:

All notices required hereunder shall be in writing at the address stated in the signature block of this Agreement.

16. ADDITIONAL TERMS AND CONDITIONS:

The signatures below confirm that the parties have read and approved each provision set forth above and those contained in the Rider to follow hereto. IN WITNESS WHEREOF, the parties shall be deemed to have executed this agreement on the date first written above.

PURCHASER:

Date:

Jody Hill Live Entertainment

Authorized Signatory

ARTIST:

Date:

Christopher Williams

Authorized Signatory

ONLINE QUOTES			ONLINE QUOTE VS. PRODUCER'S QUOTE		
PLANNED LINEUP		Cost*	ACTUAL LINEUP		
Artist	Cost*		Artist	Cost*	Difference:
1 Ruben Studdard	\$50,000		1 Ruben Studdard	\$50,000	
2 Joe	\$50,000		2 Tank	\$75,000	\$25,000
3 Faith Evans	\$40,000		3 Mya	\$25,000	\$15,000
4 Ginuwine	\$50,000		4 Lil Mo	\$25,000	\$25,000
5 Tamar Braxton	\$40,000		5 Chris Williams	\$4,000	\$36,000
6 Chris Williams	\$4,000				
	\$234,000			\$179,000	\$55,000
Producer1 cost	\$50,000			\$0	\$50,000
District 3's producer cost	\$184,000			\$129,000	\$55,000

*assumes all online quotes are 1) reliable and 2) quoted for the same performance duration (irrespective of the event's potential allocation into a 4 hour run time); uses high end of quote range and gives preference to online sources providing ranges rather than vague quotes that only provide a max amount ("under \$x")

Note: Producer1 was only responsible for the Ruben Studdard act

** per emailed quote sheet, artist fees exclude rider costs which are purportedly borne within Producer's \$67K fee

POTENTIAL COST DIFFERENCE PER HOUR			
Assumed per hour rate - Online quotes***:	Producers' quotes:	Duration	Per hour equivalent:
Ruben Studdard	\$50,000	40 mins	\$75,000
Tank	\$75,000	45 mins	\$120,000
Mya	\$25,000	30 mins	\$112,000
Lil Mo	\$25,000	20 mins	\$114,000
Chris Williams	\$4,000	30 mins	\$60,000
			\$25,000
			\$45,000
			\$87,000
			\$89,000
			\$56,000
			50%
			60%
			348%
			356%
			1400%

***Online quotes do not specify performance duration per price quote - all were assumed 1 hour for this hypothetical analysis

Confirmation of artist price quotes

Artist	District 3 producer quote 8/1*	Independent confirmation 9/30 quote range***
Christopher Williams	\$30,000	\$15,000 - \$20,000
Mya	\$56,000	\$15,000 - \$30,000
Lil Mo	\$38,000	\$10,000 - \$15,000
Tank	\$90,000	\$25,000 - \$35,000
	\$214,000	\$100,000

Max total
Difference

\$114,000

Artist	Producer1 quote 6/24**	Independent confirmation 9/30 quote range***
Ruben Studdard	\$57,000	\$35,000 - \$75,000
	\$57,000	\$75,000

Max total
Difference

-\$18,000

*Exclusive of artist contract rider costs; an additional \$67,000 (of \$281,000) was quoted to cover rider costs, booking fee, and other event expenses

**Inclusive of artist contract rider costs

***Quotes per celebrityaccess.com service per verbal discussion with source, presumed to exclude artist rider costs

Jonathan Frisard

From: Nigeria Livingston <NLivingston@fortlauderdale.gov>
Sent: Tuesday, September 6, 2022 9:52 AM
To: Max Newhart
Subject: Re: Summer Jamz

Follow Up Flag: Follow up
Flag Status: Flagged

Okay perfect. Thank you

From: Max Newhart <MNewhart@fortlauderdale.gov>
Sent: Tuesday, September 6, 2022 9:44 AM
To: Nigeria Livingston <NLivingston@fortlauderdale.gov>
Subject: RE: Summer Jamz

I received a email from Carl this morning and my reply is below:

Good Morning Carl,

My answer:

"I went to the attorneys office on August 2, 2022 and met with Patricia in regard to the artists changes and specifically the language in the agreement. It was agreed that if both parties (parks and recreation and the producer the agreement was ok to move forward as is. It was also agreed that in future agreements the language would be changed to the Parks and Recreation director or designee for approval."

With this being said there was nothing changed in writing.

Please advise if this answers your question appropriately

Thank you

Max

"Thanks. Who ultimately agreed to the change in line-up? Contract says in writing – do you have an email or something?"

Alain E. Boileau
City Attorney



Max Newhart, CPRP
Recreation Program Supervisor
P: 954-828-5382
mnewhart@fortlauderdale.gov

    @playlauderdale

From: Nigeria Livingston <NLivingston@fortlauderdale.gov>
Sent: Tuesday, September 06, 2022 9:27 AM
To: Max Newhart <MNewhart@fortlauderdale.gov>
Subject: Fw: Summer Jamz

Good morning Max,

Just wanted to make sure I'm giving correct answers. I forwarded this email.

Indeed Faith Evans was part of the original agreement. This line up changed on or around August 1, 2022 and was agreed upon by the City and the Producer. There was no details other than not available. With regard to the agreement update Patricia said, Todd correct me if I am wrong, that as long as the department agreed on the artist change we were good to go.

See Below

From: Carl Williams <CWilliams@fortlauderdale.gov>
Sent: Friday, September 2, 2022 5:01 PM
To: Nigeria Livingston <NLivingston@fortlauderdale.gov>
Cc: Tim McGovern <TMcGovern@fortlauderdale.gov>
Subject: Fwd: Summer Jamz

Hi Nigeria,

See note below from Alain, can you advise?

Thanks,
Carl Williams
Parks and Recreation Deputy Director

Please excuse brevity and typos

From: Phil Thornburg <PThornburg@fortlauderdale.gov>
Sent: Friday, September 2, 2022 4:56 PM
To: Carl Williams <CWilliams@fortlauderdale.gov>
Subject: Fwd: Summer Jamz

From: Alain Boileau <ABoileau@fortlauderdale.gov>
Sent: Friday, September 2, 2022 4:55:27 PM
To: Phil Thornburg <PThornburg@fortlauderdale.gov>
Cc: Greg Chavarria <GChavarria@fortlauderdale.gov>; Susan Grant <SuGrant@fortlauderdale.gov>
Subject: RE: Summer Jamz

Thanks. Who ultimately agreed to the change in line-up? Contract says in writing – do you have an email or something?.

Alain E. Boileau

City Attorney

100 North Andrews Avenue
Fort Lauderdale, FL 33301
(954) 828-5038 | aboileau@fortlauderdale.gov



CITY OF FORT LAUDERDALE
CITY ATTORNEY'S OFFICE

Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

From: Phil Thornburg <PThornburg@fortlauderdale.gov>
Sent: Friday, September 02, 2022 4:52 PM
To: Alain Boileau <ABoileau@fortlauderdale.gov>
Cc: Greg Chavarria <GChavarria@fortlauderdale.gov>; Susan Grant <SuGrant@fortlauderdale.gov>
Subject: Fwd: Summer Jamz

Alain,

Here is an email string on the item the Commissioner brought up. Let me know if you need anything else. Thanks, Phil

From: Kayla McWhite <KMcWhite@fortlauderdale.gov>
Sent: Tuesday, August 30, 2022 10:27:32 AM
To: Phil Thornburg <PThornburg@fortlauderdale.gov>
Subject: Fwd: Summer Jamz

From: Nigeria Livingston <NLivingston@fortlauderdale.gov>
Sent: Tuesday, August 30, 2022 10:26:07 AM
To: Kayla McWhite <KMcWhite@fortlauderdale.gov>
Subject: Fw: Summer Jamz

From: Max Newhart <MNewhart@fortlauderdale.gov>
Sent: Monday, August 15, 2022 7:57 AM
To: Carl Williams <CWilliams@fortlauderdale.gov>
Cc: Tim McGovern <TMcGovern@fortlauderdale.gov>; Nigeria Livingston <NLivingston@fortlauderdale.gov>; Todd Stilphen <TStilphen@fortlauderdale.gov>
Subject: RE: Summer Jamz

Carl,

Indeed Faith Evans was part of the original agreement. This line up changed on or around August 1, 2022 and was agreed upon by the City and the Producer. There was no details other than not available. With regard to the agreement update Patricia said, Todd correct me if I am wrong, that as long as the department agreed on the artist change we were good to go.

Let me know if this answers your question.

Max

From: Carl Williams <CWilliams@fortlauderdale.gov>
Sent: Monday, August 15, 2022 7:47 AM
To: Nigeria Livingston <NLivingston@fortlauderdale.gov>; Todd Stilphen <TStilphen@fortlauderdale.gov>; Max Newhart <MNewhart@fortlauderdale.gov>
Cc: Tim McGovern <TMcGovern@fortlauderdale.gov>
Subject: RE: Summer Jamz

Ok...Todd and Max?

From: Nigeria Livingston <NLivingston@fortlauderdale.gov>
Sent: Monday, August 15, 2022 7:46 AM
To: Carl Williams <CWilliams@fortlauderdale.gov>
Cc: Tim McGovern <TMcGovern@fortlauderdale.gov>
Subject: Re: Summer Jamz

Good morning,

Todd can better answer that question, the contract was done before I returned.

As far as the agreement being changed the city attorney said it was not needed in this case according to Max.

Thank you

On Aug 15, 2022, at 6:47 AM, Carl Williams <CWilliams@fortlauderdale.gov> wrote:

Good Morning Nigeria,

I know we had several artists back out, but at one point wasn't Faith Evans apart of the lineup? What was the reason she backed out? Also, in the agreement, were the acts updated to reflects these artists and it is on par with what we are paying them?

[<image001.png>](#)

Jonathan Frisard

To: Patrick Reilly
Subject: RE: Summer Jamz 08-19-2022

From: Patricia SaintVil-Joseph <PSaintvil-Joseph@fortlauderdale.gov>
Sent: Wednesday, September 21, 2022 4:33 PM
To: Patrick Reilly <PaReilly@fortlauderdale.gov>
Cc: Alain Boileau <ABoileau@fortlauderdale.gov>
Subject: RE: Summer Jamz 08-19-2022

Staff verbally asked me whether they can change the artist lineup and I said yes, with City's written approval. I routinely receive verbal inquiries from staff.

There was no request for additional documentation or amendment to the artist lineup, so I did not prepare any document. I do not monitor the agreements once I release them.

Regards,

Patricia SaintVil-Joseph
Assistant City Attorney
100 North Andrews Avenue
Fort Lauderdale, FL 33301
(954) 828-6292 | PSaintVil-Joseph@fortlauderdale.gov



CITY OF FORT LAUDERDALE
CITY ATTORNEY'S OFFICE

Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

From: Patrick Reilly <PaReilly@fortlauderdale.gov>
Sent: Wednesday, September 21, 2022 4:16 PM
To: Patricia SaintVil-Joseph <PSaintvil-Joseph@fortlauderdale.gov>
Subject: RE: Summer Jamz 08-19-2022

I agree with you that you can alter the artist performance list. However, was a written approval document created when the artist performance list was being changed that provided City approval.

Patrick Reilly
Interim City Auditor



CITY OF FORT LAUDERDALE
Office 954-828-4350 | Cell 954-299-8652

From: Patricia SaintVil-Joseph <PSaintvil-Joseph@fortlauderdale.gov>
Sent: Wednesday, September 21, 2022 3:47 PM
To: Patrick Reilly <PaReilly@fortlauderdale.gov>
Cc: Alain Boileau <ABoileau@fortlauderdale.gov>
Subject: RE: Summer Jamz 08-19-2022

Hello Patrick:

The answer to both questions is - no.

I met with P&R staff (I recall meeting with Max & Todd) and advised the artist performance list can be altered with City's prior written approval (as provided in section A.8. of the attached Jody Hill Production Services Agreement). There was no discussion about cost reductions. Typically, I do not monitor an agreement or the related event after I release an approved agreement to staff.

Please advise if you require anything further.

Regards,

Patricia SaintVil-Joseph
Assistant City Attorney
100 North Andrews Avenue
Fort Lauderdale, FL 33301
(954) 828-6292 | PSaintvil-Joseph@fortlauderdale.gov



CITY OF FORT LAUDERDALE
CITY ATTORNEY'S OFFICE

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From: Patrick Reilly <PaReilly@fortlauderdale.gov>
Sent: Wednesday, September 21, 2022 1:48 PM
To: Patricia SaintVil-Joseph <PSaintvil-Joseph@fortlauderdale.gov>
Subject: Summer Jamz 08-19-2022

Hi Patricia. As part of my review of the Summer Jamz event held on August 19, 2022, I would like to know whether written approval was obtained once the artist list was changed per Section A. **Terms Defined** 8. (See attached)

The engaged artist Joe, Faith Evans, Ginuwine, and Tamar Braxton were changed to Tank, Mya, and Lil Mo. Christopher Williams was not changed from the original list. Secondly, if the artist list changed from five to four artist was there any discussion that the \$281,000 should be reduced?

Patrick Reilly

Interim City Auditor

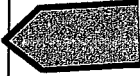


CITY OF FORT LAUDERDALE

Office 954-828-4350 | Cell 954-299-8652

Summer Jamz 2022 Expenditures Report			
August 19, 2022			
Expenditures			
Artist 's Expenditures			
Producer 1		\$57,000	
District 3's Producer		<u>\$281,000</u>	\$338,000
M/C and DJ Expenditures			
Master of Ceramones M/C		\$2,740	
Disc Jockey DJ		<u>\$750</u>	\$3,490
Concert Related Expenditures			
Stage		\$17,500	
Sound and Lighting		\$38,775	
Light Towers		\$1,767	
Barricades		\$6,100	
Clean up Services		\$2,687	
Portalets		<u>\$1,045</u>	\$67,874
Clean up Services			
VIP Related Expenditures			
Tables, chair and Canopy for VIP 's		\$1,328	
Catering - Food for VIP 's		\$2,875	
Catering - Beverage Service for VIP's		<u>\$2,896</u>	\$7,099
Other Summer Jamz Expenditures			
Inflatable Bounce Houses		\$570	
Golf Carts		\$1,940	
RV rentals		\$3,148	
Video Services		\$1,525	
Advertisement Radio		\$6,000	
Generators/ 3 Electricians (estimate)		<u>\$3,030</u>	\$16,213
Police and Fire Rescue Expenditures			
Police Department Services		\$22,911	
Fire Rescue Department Services		<u>\$2,412</u>	\$25,323
		Sub Total	<u>\$457,999</u>
Credit from Beverage Concession Services Revenues			-\$1,425
		Total Event Expenses	<u>\$456,574</u>

Summer Jams	2021 PROPOSED BUDGET	2021 ACTUAL BUDGET	2022 PROPOSED BUDGET	2022 ACTUAL BUDGET	IN/KIND	NOTES
EVENT REVENUE						
Beverage Revenue	0	1,428.63	0	0.00		PCI sales (30%)
SPONSORSHIP						
	0	0	0	0		
TOTAL REVENUE	0	1,428.63	0	0.00		
EVENT EXPENSES						
ADVERTISING						
Marketing	1,500	4,000	1,500	4,000	Flyers	
ADVERTISING TOTAL	1,500	4,000	1,500	4,000		
ENTERTAINMENT						
Bands (3 national acts)	45,000	110,000	110,000	338,000		2022-Rubin Studdard,Mya,LJIMO, Tank,Chris Williams Jody Hill (281,000) BFAV (57,000) Ruben Studdard
Producer booking fee	300	11,000	11,000	0		2021 Naughty By Nature &BBB
MC	300	2,740	300	2,740		
DJ	500	750	500	750		2021 James T Hot 105 2022 James T Hot 105
Sound & Lighting	12,000	26,100	12,000	38,775		2021 DP Hot 105 2022 DP Hot 105
Stage	4,500	19,813	4,500	17,500		sound, tv wall lighting, backline, tisu tech, 2 light oper 2021- Contacted and non contracted items
Inflatables	1,400	570	1,400	570		2021-42x40 APEX mobile stage
Band Transportation	2,000	1,916	2,000			2021 2 bounce houses 2022 3 bounce houses
Band Hotel Rooms		628				airport pick up, hotel drop off, venue pick up/drop
ENTERTAINMENT TOTAL	66,000	173,518	141,700	398,335		national acts require ms 2018- Ritz Carlton Ft. Laud Beach, 2019- Hampton Inn Dwnbtwn Ft. Laud 2021 (4 rooms 1 night at Courtyard Merritt)
FOOD AND BEVERAGE						
Hospitality for the Band	1,500		1,500			
VIP Food	2,400	2,200	2,400	2,875		LB Catering 2021-2022 Kooking with Kayla Singletary
PCI		1,633		0		VIP Bar 2022 waiting on invoice
FOOD AND BEVERAGE TOTAL	3,900	3,833	3,900	2,875		
LOGISTICS						
Cleaning Company	1,000	2,000	1,000	4,900		
Golf Cart	400	975	400	1,940		
Port o lets	150	800	150	1,045		2 six seater for national acts 2021 (3 golf carts 1 flatbed and 2 six passenger carts) 2022 4/6pas 2/flat beds
Best Rental (Tables & Chairs)	500	1,332	500	1,328		6 standard 2 handicap(21) 11 regular, 5 handicap and 4 wash stations 15regular 6 handicap 4 handwashing stations
Light Towers	750	1,628	750	1,628		tables, chairs, 20x20 tent, linen, stanchion 2021 (1 20x30 tent 100 chairs 10x20 tablecloths and tables
Barcades				9,100		parking lot lighting
Generators/Electrian						250 barcades \$1600 setup and breakdown
RV Rental		1,223	1,500	6,200		3 city supplied generators/electrians x hrs@25 2022 5 generators/electrians
City Staff	1,000	1,000	1,000	2,318		1 RV for Naughty by Nature 22 2 rvs tank and ruben/mya
LOGISTICS TOTAL	3,800	8,958	5,300	28,460		3 event workers 12 Rec Staff 2022 14 rec spec 1 1 rec worker
TOTAL EXPENSE	75,200	190,309	152,400	433,670		
TOTAL REVENUE	0	1,429	0	0		8/27/2021 DKB
TOTAL EVENT COST	75,200	188,881	152,400	433,670		9/17/21 Nigeria still working on budget waiting to get final invoices 8/29/2022 waiting on pci





CITY OF FORT LAUDERDALE
City Commission Agenda Memo
CONFERENCE MEETING

#22-0928

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: October 3, 2022

TITLE: City Sponsored Events 4th Quarter 2022- (Commission Districts 1, 2, 3 and 4)

The Parks and Recreation Department produces numerous events. The following events are scheduled to be held between October 1, 2022 and December 31, 2022. The total budget allowed for each event is noted in parenthesis:

- Big Toy and Truck Extravaganza (District 2, \$1,000)
- Diwali (District 2, \$5,000)
- Fort Lauderdale Snyder (District 4, \$10,000)
- Fort Lauderdale Osswald (District 3, \$10,000)
- Old School Reunion (District 3, \$2,000)
- Carter Park Jamz (District 3, \$4,000 per event)
- Jazz Brunch (District 2, \$6,000 per event)
- Light up the Beach (District 2, \$20,000)
- Light up the Galt (District 1, \$20,000)
- Light up Sistrunk (District 3, \$20,000)
- Get Lit Riverwalk (District 2, \$16,500)
- Menorah Lighting (District 2, \$2,000)
- Santa on the Beach (District 2, \$800)
- Kwanzaa Ujamaa (District 3, \$1,000)
- Downtown Countdown (District 2, \$50,000)

Strategic Connections

This item is a *2022 Top Commission* Priority, advancing the Parks and Public Places initiative.

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Public Places Focus Area
- Goal 3: Building a healthy and engaging community
- Objective: Offer a diverse range of recreational and educational programming

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Here*.

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Spaces Element
- Goal 1: Be a community where persons of all ages are able to partake in a fun and healthy lifestyle.

Attachments

Exhibit 1 – Big Toy and Truck Extravaganza Application

Exhibit 1a – Big Toy and Truck Extravaganza Site Plan

Exhibit 2 – Diwali Application

Exhibit 2a – Diwali Site Plan

Exhibit 3 – Fort Lauderdale Snyder Park Application

Exhibit 3a – Fort Lauderdale Snyder Park Site Plan

Exhibit 4 – Fort Lauderdale Osswald Park Application

Exhibit 4a – Fort Lauderdale Osswald Park Site Plan

Exhibit 5 – Old School Reunion Application

Exhibit 6 – Carter Park Jamz Application

Exhibit 6a – Carter Park Jamz Site Plan

Exhibit 7 – Jazz Brunch Application

Exhibit 7a – Jazz Brunch Site Plan

Exhibit 8 – Light up the Beach Application

Exhibit 8a – Light Up the Beach Site Plan

Exhibit 9 – Light up the Galt Application

Exhibit 10 – Light up Sistrunk

Exhibit 10a – Light up Sistrunk Site Plan

Exhibit 11 – Get Lit Riverwalk Application

Exhibit 11a – Get Lit Riverwalk Site Plan

Exhibit 12 – Menorah Lighting Application

Exhibit 12a – Menorah Lighting Site Plan

Exhibit 13 – Santa on the Beach Application

Exhibit 13a – Santa on the Beach Site Plan

Exhibit 14 – Kwanzaa Ujamaa Application

Exhibit 14a – Kwanzaa Ujamaa Site Plan

Exhibit 15 – Downtown Countdown Application

Exhibit 15a – Downtown Countdown Site Plan

Prepared by: Carolyn Bean, Parks and Recreation

Department Director: Phil Thornburg, Parks and Recreation



OFFICE OF MANAGEMENT AND BUDGET

BUDGET TRANSFER REQUEST PROCEDURE

Rev: 3 | Revision Date: 8/2/2021

Purpose

Budget Transfers are utilized to adjust operating revenue and expense budgets by transferring available funds between accounts within the same Department and Fund throughout the year. All budget transfers require the City Manager's approval. Per the City's charter, budget transfers provide the City Manager with the authority to "transfer budgeted funds from one minor object account to another within the same major... expenditure category."

Procedures

1. Fill out the **Budget Transfer Form** only if it is necessary to move available funds within **the same** department and fund. (If department or fund are not the same a Budget Amendment will be needed.)
2. Provide a **Justification of Transfer** and **Explanation of Available Funds**. This section **MUST** be completed and cannot be left blank. (If funding is needed in the next fiscal year, a budget transfer would not be recommended since it suggests these funds are not necessary on an annual basis.)
3. Enter the **Index Code** and **Subobject**. The \$ amount for **Adopted Budget** will automatically appear.
4. Enter the \$ amount for **Amended Budget before transfer** and **Current Balance**.
5. Enter the \$ amount of the funds that needs to be transferred. **Transfer From** must be entered as a negative (i.e., -3,000) and **Transfer To** must be entered as a positive (i.e., 3,000). The amount of funds requested as "Transfer From" must equal the amount that is requested as "Transfer To."
 - **Transfer From:** decreases funding
 - **Transfer To:** increases funding
6. Attach FAMIS Screenshots of the financial indexes – sub-objects involved, showing current balance.
7. The Department Director or Designee must review, sign, and date the transfer form.
8. **Email the signed PDF** version of the document including the screenshots to Charmaine Crawford (OMB) at: ccrawford@fortlauderdale.gov

Guidelines

1. All signed Budget Transfer Request Forms **must be electronically submitted to the Office of Management and Budget (OMB)** for further processing.
 - a. The **Justification of Transfer** should include an explanation of the need for additional funds and why it was not originally budgeted. Please also explain why it's important to make this expenditure in the current fiscal year.



OFFICE OF MANAGEMENT AND BUDGET

BUDGET TRANSFER REQUEST PROCEDURE

Rev: 3 | Revision Date: 8/2/2021

- b. The **Explanation of Available Funds** should include the reason budgeted funds **are no longer needed and/or available for use**. Please include a statement to indicate what the impact will be to your operations for not spending the funds for the purpose that they were budgeted.
 - c. Budget Transfer Request Forms that are incomplete or do not have the appropriate signatures authorizing the transfer, will **NOT** be processed, and will be returned to the originating department for correction.
2. Budget Transfers are reviewed by Department's assigned OMB - Budget Analyst for funding verification and to ensure that the request clearly articulates how the requested funds will be utilized and why funds are available to be transferred. If approved by the Budget Analyst, the request will be sent to the Director of OMB - Laura Reece for further review and approval. If the request is denied, you will be notified by OMB and provided with an explanation.
 3. All requests require the approval of the City Manager before finalization. Once approved, OMB sends the signed form to Finance for posting into the financial system (FAMIS). If the request is denied by the City Manager, the departments will be notified and provided with an explanation.
 4. Finance - Central Accounting Division will notify the above-mentioned staff via email when the Budget Transfer Request has been posted to the financial system (FAMIS).

Do Not Use a Budget Transfer To:

Move funds from one Department to another
 Move Funds from one fund to another
 Move funds to initiate or expand an initiative

Instead, You Should:

Request a budget amendment
 Request a budget amendment
 Draft a decision package during budget preparation

Please contact Charmaine Crawford at 954-828-5425 or via email at ccrawford@fortlauderdale.gov for any questions. Thank you.