




ORANGE COUNTY MAYOR

**Jerry L. Demings**

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January 10, 2019

To: Board of County Commissioners

From: Mayor Jerry L. Demings 

Subject: Executive Director, Orange County Convention Center, Amendment to Extend  
Employment Agreement to July 31, 2019  
Consent Agenda Item January 29, 2019

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Mr. Jessie Allen was appointed on January 9, 2018, to serve as Interim Executive Director, Orange County Convention Center. As each of you may know, Mr. Allen served for approximately 20 years as the Orange County Convention Center General Manager. His experience with the day-to-day operations, clients, and key stake holders will be invaluable during the upcoming budget process. Additionally, the stability and continuity Mr. Allen will provide during the initial stages of the Phase V Multi-purpose Venue and Grand Concourse Improvements is immeasurable.

I am therefore recommending approval of the amendment to Mr. Allen's employment agreement which will enable him to serve through July 31, 2019 with a revised salary, unless terminated earlier. All other terms of the employment agreement remain unchanged.

**ACTION REQUESTED:** Approval of Amendment to the Executive Director, Orange County Convention Center Employment Agreement.

BCC Mtg. Date: January 29, 2019

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**AMENDMENT TO THE  
EXECUTIVE DIRECTOR, ORANGE COUNTY CONVENTION CENTER  
EMPLOYMENT AGREEMENT**

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This Amendment is made and entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida, hereinafter referred to as "County," and **Jessie J. Allen**, hereinafter referred to as the "Employee."

**WITNESSETH:**

**WHEREAS**, Employee has demonstrated through his years of service as an Orange County employee, as well as through his professional education, experience, and job performance, the level of professional and administrative competency desired by the County in its position of Executive Director, Orange County Convention Center; and

**WHEREAS**, the County is desirous of continuing to employ Employee as its Executive Director, Orange County Convention Center with the terms and conditions, and with the compensation and benefits, as are set forth in this employment contract; and

**WHEREAS**, Employee has indicated willingness to accept the responsibilities and render specific performance to the County as the Executive Director, Orange County Convention Center.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth in the Agreement and this Amendment, the County and Employee agree as follows:

**Section 1. Amendments to Agreement.**

A. Paragraph 2 ("Term") of the Agreement, is amended to read as follows:

**2. Term.** The term of this Agreement shall begin January ~~14~~<sup>29</sup>, 2018~~9~~, and shall continue until ~~January 31,~~  
~~2019~~ July 31, 2019, unless terminated earlier.

B. Paragraph 4 ("Compensation") of the Agreement, as amended to read as follows:

**4. Compensation.** Beginning January ~~15~~<sup>29</sup>, 2018~~9~~, Employee shall receive an annual salary of ~~One Hundred Seventy Thousand and Nineteen Dollars and Twenty Cents~~

(\$170,019.20) One Hundred Eighty-Five Thousand and Sixteen Dollars (\$185,016.00) of which shall be paid in equal bi-weekly installments as employee checks are issued by the County.

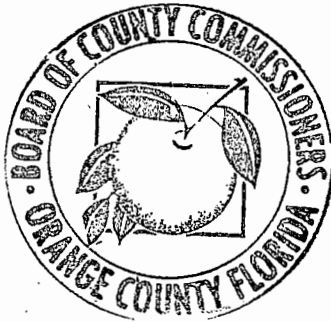
**Section 2. Other Terms and Conditions of Employment Agreement.** Except as otherwise provided herein, this Employment Agreement may not be modified or waived unless in writing and duly executed by both parties to this Employment Agreement, and any amendments hereto or waiver of material requirement herein shall be binding against the County only if expressly approved by the County's Board of County Commissioners.

IN WITNESS WHEREOF, the parties have made and executed this Employment Agreement on respective dates under each signature. Orange County through its Board of County Commissioners authorized the County Mayor to execute this Agreement on the \_\_\_ day of JAN 29 2019, 2019.

THE COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Jerry L. Demings*  
Jerry L. Demings  
Orange County Mayor

Date: 29 January, 2019

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Katie Smeed*  
Deputy Clerk

THE EXECUTIVE DIRECTOR

ORANGE COUNTY CONVENTION CENTER

By: *Jessie J. Allen*  
Jessie J. Allen

Date: 01-11-2019, 2019

BCC Mtg. Date: January 9, 2018

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**EXECUTIVE DIRECTOR, ORANGE COUNTY CONVENTION CENTER  
EMPLOYMENT AGREEMENT  
2018 – 2019**

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This Agreement is made and entered into by and between Orange County, a charter county and political subdivision of the State of Florida, hereafter referred to as County, and Jessie J. Allen, hereinafter referred to as the "Employee."

**WITNESSETH:**

**WHEREAS**, Employee has demonstrated through his years of service as an Orange County employee, as well as through his professional education, experience, and job performance, the level of professional and administrative competency desired by the County in its position of Executive Director, Orange County Convention Center; and

**WHEREAS**, the County is desirous of employing Employee as its Executive Director, Orange County Convention Center with the terms and conditions, and with the compensation and benefits, as are set forth in this employment contract; and

**WHEREAS**, Employee has indicated willingness to accept the responsibilities and render specific performance to the County as the Executive Director, Orange County Convention Center; and

**WHEREAS**, both parties believe it would be mutually beneficial to have a contract of employment between the County and the Employee setting forth agreements and understandings which: (1) provide inducement for Employee to accept the job of Executive Director, Orange County Convention Center, (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and (3) provide a just means for terminating the Employee's services at such time as the County may desire to terminate his employ.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises which the parties set forth below, the County and the Employee agree as follows:

**1. Employment of Executive Director, Orange County Convention Center.**

The County hereby employs Employee as its Executive Director, Orange County Convention Center, and Employee hereby accepts such employment upon the terms and conditions hereinafter set forth.

**2. Term.** The term of this Agreement shall begin January 14, 2018, and shall continue until January 31, 2019, unless terminated earlier.

**3. Duties.** The employee shall perform all duties normal and customary to the position of Executive Director, Orange County Convention Center, plus all proper and legally permissible duties as he may be directed to perform by the County Mayor or County Administrator, or by such appropriate authority as the Orange County Charter may provide. The Employee agrees to perform the functions of his office in a competent and professional manner.

**4. Compensation.** Beginning January 14, 2018, the Employee shall receive an annual salary of One Hundred Seventy Thousand and Nineteen Dollars and Twenty Cents (\$170,019.20) of which shall be paid in equal bi-weekly installments as employee checks are issued by the County.

The County Mayor and County Administrator will evaluate the performance of the Employee in the same manner as other County employees. The Employee shall be eligible for an annual increase in his compensation which is not less than the percentage increase granted for County employees generally, unless the County Mayor has found his work performance to be unsatisfactory, in which case he may be given either no increase for that year or an increase smaller than the percentage increase given to County employees generally, as the County Mayor may elect.

**5. Benefits.** Except as hereinafter provided, and subject to any waiting, qualifying or probationary period, Employee shall receive the same benefits as all non-union, exempt, regular, full-time County employees including, but not limited to, paid personal leave, term leave, workers' compensation, Florida Retirement (if applicable), life insurance and health insurance. Upon termination or expiration of this Agreement for any reason, all applicable, unused leave balances accrued by Employee shall be paid to him in accordance with County policies.

**6. Terminate of Employment.** This agreement may be terminated prior to its expiration as follows:

**(a) By the County Mayor.** The County Mayor may declare this agreement terminated at any time, and such termination shall take effect immediately or on such later date as the County Mayor may specify. Promptly upon such termination, the County shall pay to the Employee a sum equal to the salary that is accrued but unpaid as of the date of termination.

(b) *By the Executive Director, Orange County Convention Center.* The Employee may terminate this agreement at any time, but only after providing written notice to the County Mayor of his intent to terminate, and such notice shall be delivered not less than 90 days before the date of termination.

(c) *For Cause.* In the event that the Employee is charged for indictment or information with a felony, or a crime involving moral turpitude, he may, at the discretion of the County Mayor, be suspended from his duties without pay. Upon his conviction of any such charge, this agreement, at the option of the County Mayor, may be terminated and the Employee discharged from his duties. Upon the dismissal of such charges or upon the Employee being acquitted of same, he shall be reinstated and entitled to full back pay and other accrued benefits.

7. *Outside Employment.* The Employee recognizes and understands that the position of the Executive Director, Orange County Convention Center for Orange County shall require his full time attention and accordingly agrees to devote all time necessary to fully discharge his duties.

The Employee shall refrain from accepting any engagement as hereinafter described which would interfere in any way with the faithful performance of his services.

However, nothing contained in this agreement will be construed so as to prevent the Employee from accepting honoraria or consulting fees from educational institutions, units of local government or state agencies for lectures, articles, instructional material, or consultation in the area of local government which shall not be in conflict with the Executive Director, Orange County Convention Center responsibilities to the County.

8. *Severability.* All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

9. *Complete Agreement in Written Document.* This written agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either the County or the Employee other than contained herein. This agreement shall inure to the benefit of the estate of the Executive Director, Orange County Convention Center.

Except as otherwise provided herein, this agreement may not be modified or waived unless in writing and duly executed by both parties to this agreement, and any amendments hereto or waiver of material requirements herein shall be binding against the County only if expressly approved by the County's Board of County Commissioners

IN WITNESS WHEREOF, the parties have made and executed this agreement on the respective dates under each signature. Orange County through its Board of County Commissioners authorized the County Mayor to execute this agreement on the 9<sup>th</sup> day of January, 2018.

THE COUNTY

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: January 9, 2018

ATTEST: Phil Diamond, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Katell Smith*  
Deputy Clerk



THE EXECUTIVE DIRECTOR  
Orange County Convention Center

*Jessie J. Allen*  
Jessie J. Allen

Date: January 2, 2018