

P.O. Box 1393, 201 South Rosalind Avenue, Orlando, FL 32802-1393 Phone: 407-836-7370 • Fax: 407-836-7360 • Mayor@ocfl.net

January 2, 2018

TO:

Board of County Commissioners

FROM:

Mayor Teresa Jacobs

SUBJECT:

Interim Executive Director, Orange County Convention Center

Vuna Jacoba

Employment Agreement

Consent Agenda Item - January 9, 2018

Attached is the memo I sent on December 20, 2017, regarding organizational changes at the Convention Center. Referenced is the appointment of Mr. Jessie Allen as the interim executive director for the Orange County Convention Center.

Mr. Allen retired from Orange County in 2012 with over 35 years of experience, serving approximately 20 years as the Orange County Convention Center general manager. His experience and familiarity with the day-to-day operations, clients and key stakeholders make him a perfect fit to provide immediate leadership during my final year as Mayor.

I am recommending confirmation and approval of the employment agreement. Mr. Allen will serve in a dual encumbered capacity until Kathie Canning retires in February 2018.

Attachment

ACTION REQUESTED:

Confirmation of the appointment of Jessie Allen as the Executive Director, Orange County Convention Center and approval and execution of the employment agreement for a one year term from January 14, 2018 through January 31, 2019.



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December 20, 2017

To:

Board of County Commissioners

From:

Mayor Teresa Jacobs

Subject:

Orange County Convention Center

After 32 years of dedicated service at the Orange County Convention Center (OCCC), Executive Director Kathie Canning will be retiring in February 2018. Ms. Canning started her career in 1984 at the then brand new Orange County Convention and Civic Center. She initially served as an account executive, tasked with bringing large conventions and tradeshows to Orange County. Since that time, she has assumed increasingly higher level positions, including serving as the executive director for the last five years.

During her tenure as the executive director, she has successfully overseen tremendous growth and change at the OCCC. In 2013, the County approved an aggressive \$187 million five-year capital improvement plan to refresh, update and modernize the OCCC. Some of the major projects completed over this time period included the beautiful new Tangerine and Valencia Ballrooms, the Sunburst Room, Vision Gardens, Destination Lounge, digital signage and many building upgrades. Also, the OCCC just completed a successful and stellar year hosting 187 events with 1.5 million attendees producing a \$2.4 billion economic impact to our community. Further, the OCCC set a record last year generating \$78.7 million in operating revenue producing an operating surplus of \$6.1 million, the first surplus since 1997.

Ms. Canning has also played an integral role in planning for the future by advancing the campus master plan and the I-Drive strategic vision. The future is indeed bright for the OCCC, and I want to thank Ms. Canning for her leadership and wish her the best in her retirement.

In order to provide continuity and ensure the continued success of the OCCC during my last year as Mayor, I intend to appoint Mr. Jessie Allen as the interim executive director. This appointment will be a temporary assignment for a period of one year; thereby, allowing the incoming Mayor to make a permanent selection for this critical position.

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As most of you are aware, Mr. Allen retired from Orange County in 2012 with over 35 years of service, serving approximately 20 years as the general manager at the OCCC. Mr. Allen's tenure occurred during a period of rapid growth and change, including the opening of Phase V, which almost doubled the size of the OCCC. Mr. Allen's experience and familiarity with the OCCC's operations, the clients and the key community stakeholders make him a perfect fit to provide immediate leadership during this transition period. The employment contract for Mr. Allen will come to the Board in January 2018 for approval.

In addition, I am making some other temporary organizational changes during this transition period. As busy as the OCCC was last year, this year will prove to be even busier. We are scheduled to host a record number of events, tradeshows and conventions. In order to continue to effectively manage the growing workload, I will be expanding the scope and responsibility level of several key management staff by making the following acting appointments:

Acting General Manager - David Ingram

David Ingram, who currently serves as the assistant director of event operations, will assume the role of acting general manager. Mr. Ingram began his career at the OCCC in 2003 as an event manager. Over the course of his career at the County, he has been promoted several times in positions of increasing responsibility. Prior to joining the County, he worked with the Walt Disney Company in various roles, at CLT Meetings International, Inc. as a meeting coordinator and at the Gaylord Palms Resort and Convention Center as a conference coordinator. He holds a Bachelor's of Arts degree from the University of South Florida.

As acting general manager, Mr. Ingram will oversee facility and event operations, as well as participate in the development of the strategic plan for the OCCC and the International Drive area.

Acting Deputy Director - Terry Devitt

Terry Devitt, who currently serves as the assistant director of facility operations, will assume the role of acting deputy director. Mr. Devitt began his career with the OCCC in 1997 in the event utilities division. Over the course of his career with the County, Mr. Devitt has been promoted several times, and now oversees all facility operations and capital improvements for the OCCC. He holds a Bachelor's of Science degree in Political Science from Florida State University.

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As acting deputy director, Mr. Devitt will continue managing the operations, as well as assist in the strategic planning and development for the OCCC.

Acting Assistant Director - Carla Bell Johnson

Carla Bell Johnson, who currently serves as manager of strategic planning and development, will assume the role of acting assistant director. Ms. Johnson began her career with the County in 1992 in the traffic engineering division. Since that time, she has held a number of increasingly responsible positions with the County, eventually joining the OCCC's management team in 2014. Ms. Johnson holds a Bachelor's of Science degree in Civil Engineering from Princeton University.

As acting assistant director, Ms. Johnson will take an even greater role in leading the OCCC's campus master plan efforts, as well as the 2040 Vision for the International Drive area. Ms. Johnson will also lead the strategic planning and development effort for the OCCC in the next five years.

Acting Events Services Manager – Michelle Neely

Michelle Neely has served as the supervisor of event management and exhibitor services since 2014. Given the scope and responsibility level of this critical position, I am appointing Ms. Neely to serve as acting events services manager. Ms. Neely began her OCCC career as an event coordinator in 2001, and has held positions as both a senior account executive and a senior event coordinator. Ms. Neely has a Bachelor's of Science degree from the University of Florida.

In her acting role, Ms. Neely will continue to lead the event management and exhibitor services teams, and will oversee the utilities and rigging teams. Her experience and "can do" approach will provide support to the entire management team as they develop the strategic plan for the future.

Should you have any questions regarding any of these appointments, please contact County Administrator Ajit Lalchandani or Deputy County Administrator Eric Gassman.

c: Ajit Lalchandani, County Administrator
Eric Gassman, Deputy County Administrator
Kathie Canning, Executive Director, Convention Center

BCC Mtg. Date: January 9, 2018

EXECUTIVE DIRECTOR, ORANGE COUNTY CONVENTION CENTER EMPLOYMENT AGREEMENT

2018 - 2019

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 9th day of January, 2018.

THE COUNTY

ORANGE COUNTY, FLORIDA By: Board of County Commissioners

By: Alchandar.
Teresa Jacobs
Orange County Mayor

Date: January 9, 2018

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

By: hall must
Deputy Clerk

THE EXECUTIVE DIRECTOR Orange County Convention Center