

**RESOLUTION NO. 12 – 05**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY AND YVONNE SOLER-MCKINLEY; AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO EMPLOYMENT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, pursuant to the Charter, the Mayor appointed Yvonne Soler-McKinley to serve as the City Manager of the City of Doral (the “City”) in October 2008; and

**WHEREAS**, the City Council ratified the appointment of the City Manager and simultaneously approved an Employment Agreement with Yvonne Soler-McKinley, dated October 1, 2008, pursuant to which she was officially hired to serve as the City Manager for the City (the “Agreement”); and

**WHEREAS**, certain questions recently arose regarding Section 10 of the Agreement which reflected a difference of interpretation between the parties to the Agreement as to the payment of compensation when the City Manager engages in certain pre-approved community activities; and

**WHEREAS**, at the December 14, 2011 meeting of the City Council, both the City Manager and the City Council agreed to revise Section 10 to clarify any misunderstandings between the parties to the Agreement; and

**WHEREAS**, the City Council finds that the First Amendment to Employment Agreement, attached hereto as Exhibit A, accurately reflects the understanding between the parties with respect to Section 10 of the Agreement, and is therefore in the best interests of the City and its residents.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1.** The City Council hereby approves the First Amendment to Employment Agreement with Yvonne Soler-McKinley in connection with her services as the City Manager, in the form of Exhibit A attached hereto. The Mayor is hereby authorized to execute the First Amendment to Employment Agreement, subject to any non-substantial changes that are approved by the City Attorney.

**Section 2.** This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor DiPietro who moved its adoption. The motion was seconded by Councilmember Boria and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Michael DiPietro	Yes
Councilman Luigi Boria	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes

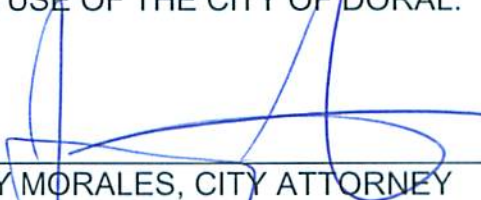
PASSED and ADOPTED this 11<sup>th</sup> day of January, 2012.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE CITY OF DORAL:

  
\_\_\_\_\_  
JIMMY MORALES, CITY ATTORNEY

# EXHIBIT “A”

## **FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement (this “First Amendment”) is made this \_\_\_\_\_ day of January, 2012, by and between the City of Doral, Florida (the “City”) and Yvonne Soler-McKinley (the “City Manager”). This First Amendment amends that certain Employment Agreement, dated October 1, 2008, between the City and Yvonne Soler-McKinley for her employment as the City Manager of the City of Doral, Florida (the “Agreement”).

In consideration of the mutual covenants hereinafter set forth, the City and the City Manager agree as follows:

1. All capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Agreement.
2. Section 10 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 10:

### **Section 10. Community Involvement**

The City recognizes the desirability of representation in and before local civic and other organizations, and encourages the City Manager to participate in these organizations to foster a continuing awareness of the City’s activities as well as the community’s attitudes and idea. In particular, the City acknowledges and encourages the City Manager’s continued participation in the Miami-Dade Expressway Authority, Switchboard of Miami, and Leadership Florida, as well as any other organizations that do not represent a conflict with City business and which Council has approved in advance. The City acknowledges that the City Manager’s participation in these organizations include, but is not limited to, participation (in person, or via the telephone or internet) in meetings, conferences, seminars, or other activities sponsored by the organizations.

When the City Manager participates in a meeting, conference, seminar or other activity sponsored by any such organization (whether in person, or via the telephone or internet) during regular City business hours (other than meetings that are held in Miami-Dade County), the City Manager is required to apply accrued Personal Time Off pursuant to Section 11 of this Agreement for the duration of her time away from work. If the City Manager will be away from work for more than five (5) consecutive work days to participate in a meeting, conference, seminar or other activity sponsored by an organization approved under this Section, her time away must be approved in advance by the Mayor, or in the Mayor’s absence, by the Vice Mayor. Additionally, the City shall not pay for the City Manager’s travel, lodging, meals or other costs associated with her participation in the organizations approved under this Section.

3. This First Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original and all of which shall together constitute one and the same agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document.

4. The foregoing terms and conditions are hereby incorporated into the Agreement. Except as modified herein, the Agreement remains in full force and effect. In the event of any conflict or ambiguity between the Agreement and this First Amendment, this First Amendment shall control.

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first written above.

CITY MANAGER

CITY OF DORAL, FLORIDA

By: \_\_\_\_\_  
Yvonne Soler-McKinley  
City Manager

By: \_\_\_\_\_  
Juan Carlos Bermudez  
Mayor

Attest: \_\_\_\_\_  
Barbara Herrera  
City Clerk

By: \_\_\_\_\_  
Jimmy L. Morales  
City Attorney