



## **CITY OF DORAL COUNCIL MEETING MEMORANDUM**

### **ITEM TITLE:**

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY STORMWATER UTILITY FOR STORMWATER MANAGEMENT FOR A FIVE YEAR PERIOD WITH A TOTAL NOT TO EXCEED AMOUNT OF THREE HUNDRED EIGHTY-NINE THOUSAND EIGHT HUNDRED SEVENTY-SIX DOLLARS (\$389,876.00) PER YEAR FOR CANAL INFRASTRUCTURE MAINTENANCE, FOR A TOTAL COST OF ONE MILLION NINE HUNDRED NINETY SEVEN HUNDRED EIGHTY DOLLARS (\$1,990,780.00) FOR THE 5-YEAR PERIOD, WHICH INCLUDES A FORTY-ONE THOUSAND FOUR HUNDRED DOLLARS (\$41,400.00) PREVENTIVE MITIGATION / EMERGENCY REPAIR CONTINGENCY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

### **DEPARTMENT RECOMMENDATION:**

Approval

### **BRIEF HISTORY:**

The City of Doral has within its limits approximately 11.2 linear miles of canal system that help regulate the ground water table within the City. The City canal system is categorized as secondary canals which are owned and operated by Miami-Dade County (MDC). These canals discharge into primary canals managed by the South Florida Water Management District (SFWMD) which subsequently discharge into the Biscayne Bay and / or the western areas of MDC and the South Florida Everglades. It is imperative to the City's stormwater system that the canal network is a healthy and functional waterway system as it directly impacts the capacity to manage stormwater. The proper maintenance of the canal system ensures that the canal flow is maximized and promotes the health and safety of the public not only for the City, but throughout the region, as a local operation could impact the entire region.

In 2005, the Mayor and the City Councilmembers approved the first 5-Year Interlocal Agreement with MDC for Stormwater Management and canal maintenance which expired on September 31, 2010. The Agreement consisted of maintenance services of the secondary canals within the City of Doral. The maintenance services provided through the agreement included culvert cleaning, chemical/herbicide treatment (submerged, emergent, and bank acres

treated), mechanical harvesting of aquatic vegetation within the canals, mowing, obstruction removal (as needed), and preventative mitigation/emergency repairs. On June 9, 2010, the Mayor and the City Councilmembers approved a new 5-Year Agreement which expired on September 30, 2015. On May 13, 2015, the Mayor and City Councilmembers approved a new 5-Year Agreement which expired on September 30, 2020. As a result of the COVID-19 Pandemic, MDC was unable to begin the renewal process prior to the expiration date of the mentioned agreement, and the agreement was extended. On August 11, 2021, the Mayor and City Councilmembers adopted Resolution No. 21-181 (approved 5-0), approving a new 5-Year Agreement which expires on September 30, 2025. On September 10, 2025, MDC provided the new Agreement which will expire on September 30, 2030.

There has been no change or increase to the total annual cost of the new agreement compared to the previously executed agreement. The maximum annual cost to the City, with no preventive mitigation/emergency repair included, is \$389,876.00 for a maximum total 5-year cost of \$1,949,380.00. Considering one (1) Preventive Mitigation/Emergency Repair cost throughout the duration of the 5-year agreement, the revised total maximum 5-year cost is \$1,990,780.00. The City does not anticipate expending the maximum amount in the agreement, however, if necessary, a budget transfer can be requested from the Public Works Stormwater Fund – Construction in Progress Account No. 401.80005.500650 to Contractual Services Account (Line Item - Stormwater Improvements), Account No. 401.80005.500340 in case of emergencies. The cost as well as the percentage share calculation table can be found in Attachments A and B of the Interlocal Agreement. It should be noted that during the last year of the current Agreement, the City paid \$290,899.83 for the Fiscal Year 2023-24 maintenance services. It should also be noted that similar Interlocal Agreements are currently in place between MDC and other municipalities.

The County provides a specific level of service through these maintenance operations that result in a properly functional canal system. Through this agreement, the County will continue to perform such services following the required standards. Failure to follow such standards could lead to a failure in the system operation that could impact the whole South Florida Region canal operation.

During the current 5-Year Agreement approval process, the Mayor and the City Councilmembers presented a set of questions that were responded by MDC. Below please find the questions and the MDC responses.

- I. Will Miami-Dade County allow a private/3rd party vendor to perform maintenance services within the County owned secondary canals? If not, please provide an explanation.

*The County will not enter into a third-party agreement with the City of Doral and a canal maintenance vendor. The secondary canal system is under the County's jurisdiction, and the County is responsible for its operation and maintenance. A second- or third-party arrangement does not relieve the County of those responsibilities. That is, if a vendor does not perform up to standard, the County will still be responsible for the maintenance, and any problem that ill maintenance may cause. The County has invested in staff and equipment to facilitate canal maintenance, which is done on a regular and regional basis, and in coordination with our*

*Community Rating System (CRS) and NPDES programs. Having subcontractors throughout the County's canal system would render this regional system unsustainable.*

*More than anything else, subcontracting this type of work will open the County and the City of Doral up to possible and unnecessary litigation. If there is an accident on a canal with a contractor such as a maintenance crane falling in the water, or should a culvert fail during a storm and cause property damage by flooding, who will be held responsible? Even if there is an agreement between the City and a contractor, the County will be held responsible. We do not want to expose ourselves to unnecessary litigation, which may seem like a good deal at the outset, but ultimately cause more costs than is saved.*

2. Please provide the Section of the City's Annexation Agreement where it states that the City of Doral will continue contractual services with the County.

*See #2 of Reso R-988-05. This provision is also standard requirement in all annexations, so please review any annexation documents.*

*"2. The City shall enter into an Interlocal Agreement with Miami-Dade County Stormwater Utility for Stormwater Management, not later than September 30, 2005."*

3. Please provide information on the pesticides and herbicides used as part of the maintenance services and advise if they are classified as Florida Friendly chemicals to protect the ecological system.

*All herbicides utilized past & present by Road, Bridge, & Canal Maintenance Division –SWU Canal Operations, are EPA and Florida Department of Agriculture & Consumer Services Approved to be used in The State OF Florida in all Aquatic Sites.*

*However, nowhere on any label or literature of these herbicides is the terminology (Florida Friendly) found.*

*Aquatic Herbicides used within Miami-Dade County's Secondary Canal drainage system, to include canal within the City Of Doral.*

- *Aquathol K (liquid)*
- *Hydrothol 191 (liquid)*
- *Reward*
- *Rodeo*
- *Top Film (Used as a Surfactant)*
- *Poly Control (Drift Control)*

4. Please advise which municipalities are not participant in this type of agreement, and please explain why.

- *Hialeah*
- *Hialeah Gardens*
- *Homestead*

*They were incorporated before the formation of Miami-Dade County Stormwater Utility, so unlike the City of Doral, their incorporation documents do not include provisions to sign an agreement with the County.*

5. Please provide list of municipalities that are participant of similar interlocal agreements. If possible, please provide agreement cost for these municipalities.

- Cutler Bay
- Doral
- Florida City
- Medley
- Miami Lakes
- Miami Gardens
- North Miami
- Opa-locka
- Palmetto Bay
- South Miami
- Sweetwater

City Staff respectfully requests authorization from the Mayor and to Councilmembers to authorize the City Manager to enter into an agreement with the Miami-Dade County (MDC) Stormwater Utility for stormwater management and execute the Five (5) Year Interlocal Agreement For Stormwater Management.

#### **LEGISLATIVE ACTION: (IF APPLICABLE)**

Date:	Resolution/Ordinance No.	Comments
August 11, 2021	Res. No. 21-181	FY21-25 Agreement Approval

#### **FINANCIAL INFORMATION: (IF APPLICABLE)**

No.	Amount	Account No.	Source of Funds
1.	\$389,876.00	401.80005.500340	Stormwater Fund
2.	\$0		
Total:	\$389,876.00		
<b>Fiscal Impact Statement:</b> The proposed item has a maximum fiscal impact on expenditure of \$389,876.00 per Fiscal Year, depending on total numbers of services provided.			

#### **STRATEGIC PLAN ALIGNMENT:**

This item follows the Exceptional Service strategic initiative as it provides for more efficient operation.

#### **ATTACHMENT(S):**

- A. Resolution No. 21-181
- B. Five (5) Year Interlocal Agreement for Stormwater Management
- C. Attachment A and B

#### D. Draft Resolution