

MEMORANDUM

Agenda Item No. 9(A)(6)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 21, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms of and authorizing execution by the County Mayor of a license agreement between Miami-Dade County and the City of Homestead for use of the premises located at the parking lot of Harris Field Park, 1034 N.E. 8 Street, Homestead, Florida, for the operation of a spay/neuter mobile unit by the Miami-Dade County Animal Services Department for \$1.00 per year; providing that there is no direct fiscal impact to the County as all costs are absorbed within the Department's existing operating budget as part of its community outreach efforts; and authorizing the County Mayor to exercise all provisions contained therein including any cancellation provisions

Resolution No. R-663-26

The accompanying resolution was prepared by the Animal Services Department and placed on the agenda at the request of Commissioner Danielle Cohen Higgins.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Date: July 21, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: License Agreement between Miami-Dade County and the City of Homestead for the use of the parking located at Harris Field Park located at 1034 N.E. 8 Street, Homestead, Florida

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached License Agreement (Agreement) between Miami-Dade County (County), and the City of Homestead (City) and authorize the County Mayor or Mayor's designee to execute same. More specifically, the resolution does the following:

- Authorizes the use of a parking lot area which is located near the Pavilion building of the City of Homestead, Harris Field Park for the Miami-Dade Animal Services Department (ASD) to temporary place and operate a mobile spay and neuter clinic (mobile clinic) to provide sterilization services for County residents and their pets.
- Authorizes a license term of one (1) year with an additional two (2) one-year options to renew. The two one-year option to renew terms are at the option of the City.
- Authorize the ASD to restart crucial spay/neuter services, previously paused in 2025, in order to reduce the number of unwanted litters thereby reducing the number of animals entering the shelter.

Scope

The property is in County Commission District 8, which is represented by Commissioner Danielle Cohen Higgins.

Fiscal Impact/Funding Source

The County will pay to the City \$1.00 annually for the use of a portion of the parking lot during the initial term.

The operation of the mobile clinic at this location will have no direct fiscal impact to the County, as all associated costs are already absorbed within the Department's existing operating budget. This initiative is part of ASD's ongoing community outreach efforts. All funding will be supported by the General Fund through existing expenditure line items. The necessary funding and staffing resources have been incorporated within the adopted Fiscal Year 2025–2026 budget and are also included in the proposed Fiscal Year 2026–2027 budget. The City will be responsible for all associated utility costs, including water, sewer, and electricity, for the duration of the Agreement.

Track Record/Monitor

The County has no record of negative performance issues with the City of Homestead. Mr. Jacob Achinah, Assistant Director of the Animal Services Department, will monitor this License Agreement.

Delegation Authority

Authorizes the County Mayor, or the County Mayor's designee, to execute the attached License Agreement and to exercise all provisions contained therein, including the cancellation provisions.

Background

As part of the County's No Kill Plan, ASD offers low-cost spay/neuter surgeries and other related services for Miami-Dade County residents in an effort to reduce stray and abandoned pets throughout the County.

Accessibility to these services for residents in the southern portion of the County has been offered to the area residents since 2016 through a double wide trailer that was previously stationed in Harris Park. The trailer deteriorated and had to be removed due to its state and inoperable conditions. To continue providing these services to County residents, ASD will temporarily station its mobile clinic in the City of Homestead, in the parking lot of Harris Field Park. This mobile clinic will be open to the public three (3) times per week.

On June 2, 2015, by Resolution No. R-496-15, the Board of County Commissioners approved a License Agreement between Miami-Dade County and the City of Homestead for a spay/neuter facility at the location of Harris Field Park. Success of these services to the community has been such, upon the contract expiring on December 12, 2018, the City and the County renewed to agreement by County Resolution No. R-1045-21. Currently, the City and the County wish to continue this partnership and provide these services to the area residents by using its mobile clinic and approving the License Agreement. This License Agreement has already been adopted by the City Council, Resolution No. R2026-05-98 and approved by the City Manager.

Additional details are as follows:

TERM:	One (1) year with an additional two (2) one-year options to renew terms to be exercised at the sole option of the City.
EFFECTIVE DATES:	Commencing upon the execution of the License Agreement following the effective date of the resolution by the Board of County Commissioner approving this Agreement.
LICENSE FEE:	The annual license Fee for the proposed License Agreement will be \$1.00 for the one (1) year term of the License Agreement.
CONDITIONS OF USE:	ASD responsibilities include the maintenance of the mobile clinic's exterior and interior, janitorial and custodial services within the mobile clinic and trash disposal. The City of Homestead's responsibilities include the maintenance of the land around the trailer along with the monthly utility costs for the water, sewer, and electrical.
OTHER PROPERTIES EVALUATED:	N/A



Arnold Palmer
Chief of Public Safety

Attachments

CITY OF HOMESTEAD, FLORIDA

RESOLUTION NO. R2026-05-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOMESTEAD, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A LICENSE AGREEMENT WITH MIAMI-DADE COUNTY, BY AND THROUGH MIAMI-DADE COUNTY ANIMAL SERVICES, FOR THE TEMPORARY PLACEMENT AND OPERATION OF A MOBILE SPAY AND NEUTER UNIT WITHIN A PORTION OF THE PARKING LOT SERVING HARRIS FIELD OR OTHER APPROPRIATE LOCATION, ON A SCHEDULE TO BE MUTUALLY AGREED UPON; AUTHORIZING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Homestead desires to support animal welfare initiatives that increase access to spay and neuter services, promote responsible pet ownership, and help address pet overpopulation within the community; and

WHEREAS, Miami-Dade County, by and through Miami-Dade County Animal Services, operates or coordinates mobile spay and neuter services for the benefit of County residents and their companion animals; and

WHEREAS, the City desires to make a portion of the parking lot serving Harris Field or other suitable location available to Miami-Dade County Animal Services for the temporary placement and operation of a mobile spay and neuter unit, on such dates and times as may be mutually agreed upon by the City Manager or designee and Miami-Dade County Animal Services; and

WHEREAS, the proposed arrangement will be memorialized in a license agreement providing Miami-Dade County with a limited, non-exclusive, temporary, and revocable right to use the designated portion of the parking lot for the mobile spay and

neuter unit, subject to operational coordination, public safety, access, insurance, risk management, and other terms acceptable to the City Manager and City Attorney; and

WHEREAS, the City Council finds that authorizing the City Manager to enter into the license agreement serves a valid municipal purpose and is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOMESTEAD, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Authorization. The City Council hereby authorizes the City Manager to negotiate and execute a license agreement with Miami-Dade County, by and through Miami-Dade County Animal Services, for the temporary placement and operation of a mobile spay and neuter unit within a designated portion of the parking lot serving Harris Field or other suitable location within the City, on a schedule to be mutually agreed upon by the parties.

Section 3. License Terms. The license agreement shall be in a form approved by the City Attorney and may include, without limitation, provisions addressing the location of the licensed area, dates and hours of operation, traffic circulation, parking, pedestrian access, public safety, sanitation, utilities, procedures to ensure protection of the City well field as established by the City Manager or designee, restoration of the premises, insurance, risk allocation, termination, coordination with City events; and facility operations, and compliance with applicable laws and City requirements.

The City Manager is further authorized to execute such related documents, amendments, extensions, renewals, and scheduling confirmations as may be necessary or appropriate to implement the license arrangement, provided that such documents are consistent with the purpose and intent of this Resolution and are approved as to form and legal sufficiency by the City Attorney.

Section 4. No Property Interest Created. The license agreement shall not constitute a lease, easement, conveyance, franchise, or other transfer of any real property interest. Miami-Dade County shall receive only a limited, temporary, non-exclusive, and revocable license to use the designated area for the purposes authorized herein.

Section 5. Implementation. The City Manager, City Clerk, Finance Director, City Attorney, and other appropriate City officials are authorized to take all actions necessary to implement this Resolution and the license agreement authorized herein.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

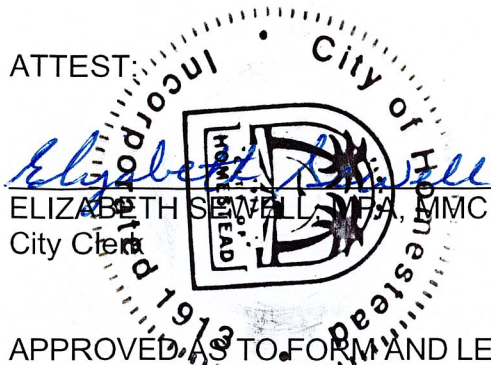
PASSED AND ADOPTED THIS 20th day of May, 2026.



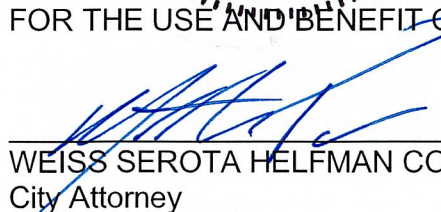
STEVEN D. LOSNER,
Mayor

SPONSORED BY: COUNCILWOMAN ERICA G. ÁVILA

ATTEST:


ELIZABETH SEWELL, MPA, MMC
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE CITY ONLY:


WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
City Attorney

Moved by:
Seconded by:
Council Vote:

Councilman Larry Roth
Councilwoman Erica G. Ávila
7-0

FINAL VOTE AT ADOPTION

Mayor Steven D. Losner
Vice Mayor Jenifer N. Bailey
Councilwoman Erica G. Ávila
Councilman Clemente Canabal
Councilman Sean L. Fletcher
Councilwoman Kimberly Konsky
Councilman Larry Roth

YES

YES

YES

YES

YES

YES

YES

**REVOCABLE LICENSE AGREEMENT
FOR MOBILE SPAY AND NEUTER UNIT AND LIMITED REFRIGERATOR
PLACEMENT**

THIS REVOCABLE LICENSE AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2026 (the “**Effective Date**”), by and between the **CITY OF HOMESTEAD, FLORIDA**, a Florida municipal corporation (the “**City**”), and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, by and through the Miami-Dade County Animal Services Department (the “**County**”). The City and the County may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the City owns or otherwise controls certain real property commonly associated with Harris Field and the pavilion facility, including parking areas and related improvements, and identified as Folio # 10-7918-000-0010 in records of Miami Dade County (the “**Property**”);

WHEREAS, the Property consists of a single building (the “**Pavilion**”) and a parking area (the “**Parking Lot**”);

WHEREAS, the County, by and through the Miami-Dade County Animal Services Department, operates or coordinates mobile spay and neuter services for County residents and companion animals;

WHEREAS, pursuant to Resolution No. R2026-05-98, the City Council authorized the City Manager to negotiate and execute a license agreement with the County for the temporary placement and operation of a mobile spay and neuter unit within a portion of the parking lot of the Property at a location approved by the City Manager or designee, on a schedule mutually agreed upon by the Parties;

WHEREAS, the City Council further directed that the County implement measures, subject to approval by the City Manager or designee, to prevent gray water, wastewater, fluids, animal waste, or other contamination from tanks or systems associated with the mobile unit; and

WHEREAS, the Parties desire to memorialize the County’s limited, non-exclusive, temporary, and revocable license to use the Licensed Areas, as defined herein, subject to the terms, conditions, safeguards, and approvals set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 “Agreement” means this Revocable License Agreement, including all exhibits, written approvals issued pursuant to this Agreement, and any amendments executed by the Parties.

1.2 “Approved Schedule” means the dates and hours approved in writing by the City Manager or designee for placement, setup, operation, takedown, removal, refrigerator access, or related County activities under this Agreement in the form substantially similar to that attached hereto as

Exhibit B. The Approved Schedule shall be issued, and may be amended by, the City Manager or his designee in writing and shall be subject to the conditions contained herein.

1.3 “Pavilion Refrigerator Area” means the specific interior area within the Pavilion approved in writing by the City Manager or designee for the placement of one locked Refrigerator for the limited purpose of storing Medication associated with the County’s Mobile Spay and Neuter Services.

1.4 “Bathroom Facility” means the bathroom facilities that serve the Pavilion.

1.5 “City Manager” means the City Manager of the City of Homestead or the City Manager’s authorized designee.

1.6 “Pavilion ” means the building located on or serving the Property.

1.7 “Gray Water” means wastewater, used water, holding-tank contents, wash water, animal waste, fluids, liquids, biological material, cleaning solution, or other material held, generated, discharged, collected, stored, transported, or potentially released by or from the Mobile Unit or any related tank, hose, valve, generator, plumbing component, disposal container, or operating system, whether or not such material would be classified as gray water under any specific regulatory definition.

1.8 “Licensed Areas” means, collectively, the Parking Lot Licensed Area, the Bathroom Facility and the Pavilion Refrigerator Area, each only as approved in writing by the City Manager or designee and only for the limited purposes authorized by this Agreement, more particularly described in Exhibit A.

1.9 “Medication” means veterinary medications, vaccines, biologicals, pharmaceuticals, refrigerated products, supplies requiring controlled storage, and any related materials stored by the County in the Refrigerator in connection with the Mobile Spay and Neuter Services.

1.10 “Mobile Spay and Neuter Services” means the County’s temporary mobile clinic services for spay and neuter procedures, vaccination, intake, discharge, and directly related animal-welfare services authorized by the County and approved for operation at the Property by the City Manager or designee.

1.11 “Mobile Unit” means the County mobile spay and neuter vehicle, together with directly related equipment, tanks, generators, hoses, cones, temporary signage, intake materials, and operational equipment approved by the City Manager or designee.

1.12 “Parking Lot Licensed Area” means the specific portion of the parking lot serving the Property approved in writing by the City Manager or designee for temporary placement, setup, operation, and removal of the Mobile Unit.

1.13 “Refrigerator” means one locked refrigerator approved in writing by the City Manager or designee for placement in the Pavilion Refrigerator Area for the sole purpose of storing Medication in accordance with this Agreement.

ARTICLE 2. GRANT AND NATURE OF LICENSE

2.1 Grant of Limited License. Subject to the terms and conditions of this Agreement, the City grants to the County a personal, non-exclusive, revocable, and non-possessory license to: (a) temporarily place, set up, operate, and remove the Mobile Unit within the Parking Lot Licensed

Area during the Approved Schedule for the sole purpose of providing Mobile Spay and Neuter Services; and (b) place and maintain one locked Refrigerator within the Pavilion Refrigerator Area for the sole purpose of storing Medication associated with the Mobile Spay and Neuter Services, (c) access and use the Bathroom Facility for County personnel, contractors, and invitees participating in the Mobile Spay and Neuter Services, subject to any restrictions imposed by the City Manager or designee, during the Approved Schedule for restroom purposes only, subject to the conditions established by the City Manager.

2.2 City Manager Approval Required. The County shall not place, set up, operate, store, or access the Mobile Unit, Refrigerator, Medication, equipment, vehicles, tanks, hoses, temporary signage, or related materials except at the times, locations, and under the conditions approved in writing by the City Manager or designee. The City Manager or designee may approve, deny, condition, modify, suspend, reschedule, relocate, or revoke any Approved Schedule, Parking Lot Licensed Area, Pavilion Refrigerator Area, access protocol, or operating condition, Bathroom Facility access or use condition when deemed necessary or appropriate to protect public health, safety, welfare, municipal operations, facility operations, property conditions, or governmental priorities.

2.3 No Property Interest Created. This Agreement conveys no estate, leasehold, tenancy, easement, franchise, concession, possessory interest, or other real property interest. The County acknowledges that it acquires no right of exclusive possession, quiet enjoyment, or continuing occupancy, and that the City retains full dominion and control over the Licensed Areas and the Property at all times.

2.4 Personal Privilege Only. The license granted by this Agreement is a personal privilege to the County only. The County shall not assign, transfer, sublicense, encumber, or otherwise convey this Agreement or any rights under this Agreement without the prior written consent of the City Manager and approval as to form and legal sufficiency by the City Attorney.

ARTICLE 3. TERM; REVOCATION; TERMINATION

3.1 Term. This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one (1) year, unless earlier revoked or terminated as provided herein. The City Manager may approve up to two (2) additional one-year renewal terms by written amendment or written renewal confirmation approved as to form and legal sufficiency by the City Attorney and the County Attorney.

3.2 Revocable License. The license granted by this Agreement is revocable by the City and the County at will, with or without cause, and without the necessity of establishing default or breach. Revocation may occur for any reason the City or County deems appropriate in the exercise of its respective governmental or proprietary discretion, including, without limitation, public purpose, operational necessity, policy change, property repurposing, safety concern, contamination concern, medication-security concern, interference with facility operations, or administrative convenience.

3.3 Immediate Suspension for Safety, Contamination, or Security Concerns.

Notwithstanding any other provision of this Agreement, the City Manager or designee may immediately suspend the Approved Schedule, operation of the Mobile Unit, access to the Licensed Areas, use of the Refrigerator, or storage of Medication if the City Manager or designee determines that immediate action is necessary or appropriate due to public health,

safety, welfare, animal welfare, environmental, contamination, spill, leakage, medication-security, electrical, weather, emergency-management, or facility-operation concerns.

3.4 Effect of Termination or Revocation. Upon expiration, revocation, termination, or suspension, the County shall immediately cease the affected use and, as directed by the City Manager or designee, remove the Mobile Unit, Refrigerator, Medication, equipment, waste, materials, temporary signage, and personal property from the Licensed Areas. The County shall restore the affected Licensed Areas to the condition existing immediately before the County's use, ordinary wear and tear excepted. Termination or revocation of the License granted herein shall not entitle either Party to relocation costs, loss of use, reliance damages, lost revenues, lost profits or equitable relief.

ARTICLE 4. OPERATIONAL REQUIREMENTS

4.1 Permitted Use. The County shall use the Parking Lot Licensed Area solely for the temporary placement and operation of the Mobile Unit for Mobile Spay and Neuter Services during the Approved Schedule. The County shall use the Pavilion Refrigerator Area solely for the placement of the Refrigerator and storage of Medication in accordance with Article 5. The County may use the Bathroom Facility during the Approved Schedule solely for restroom access by County personnel and such other persons as may be approved by the City Manager or designee. No animal care, animal washing, medical treatment, cleaning of equipment, disposal of waste, storage, or other operational activity shall occur within the Bathroom Facility. No other use is permitted unless approved in advance in writing by the City Manager or designee.

4.2 County Responsibility for Operations. The County is solely responsible for the staffing, supervision, licensing, permitting, scheduling, intake, animal handling, animal care, veterinary services, public communications, patient discharge, equipment, vehicles, supplies, Medication, waste handling, and operation of the Mobile Spay and Neuter Services. The City shall have no responsibility to provide staff, animal handling, veterinary services, supplies, equipment, or operational support unless expressly agreed to in a separate written instrument approved by the City. The City, through its police department or private security contractors, shall provide regular patrols in the Licensed Areas to monitor suspicious activity around the Mobile Unit to prevent theft or damage outside scheduled hours of operations.

4.3 Access, Traffic, and Parking. The County shall conduct its activities in a manner that preserves safe vehicular and pedestrian access, emergency access, parking circulation, and access to adjacent facilities. The City Manager or designee may require traffic cones, barricades, pedestrian controls, queueing procedures, temporary signage, parking plans, staff escorts, or other operational measures as a condition of any Approved Schedule.

4.4 No Alterations; Utilities. The County shall not make any alteration, installation, penetration, attachment, fixture, improvement, utility connection, electrical modification, plumbing connection, or structural modification to the Property, Pavilion, Parking Lot Licensed Area, or Pavilion Refrigerator Area without the prior written approval of the City Manager or designee. The City shall provide at least one dedicated, grounded electrical outlet in the Pavilion Refrigeration Area capable of meeting the continuous voltage and amperage requirements of the approved Refrigerator.

4.5 Temporary Signage and Public Information. The County shall not place signs, banners, advertisements, directional signs, public notices, or promotional materials on the Property except

as approved in advance by the City Manager or designee. All approved temporary signs shall be removed at the conclusion of each Approved Schedule unless otherwise approved by the City Manager or designee.

4.6 Condition of Licensed Areas. The County shall keep the Licensed Areas clean, orderly, sanitary, and free of debris, animal waste, discarded medical supplies, sharps, regulated materials, hazardous materials, litter, and obstructions. To meet this obligation, the County is permitted to use in the Licensed Areas clearly designated, County supplied and temporary waste receptacles for the proper disposal and collection of debris, animal waste, discarded medical supplies, sharps, regulated materials, hazardous materials, litter, and obstructions. The County shall remove all trash, medical waste, animal waste, sharps, contaminated materials, and operational waste generated by or in connection with the Mobile Spay and Neuter Services in accordance with applicable law and City requirements.

4.7 City Priority and Reserved Rights. Municipal use of the Property shall have priority over the County's activities. The City may preempt, suspend, restrict, condition, reschedule, relocate, or terminate County activities whenever the City determines such action is necessary or appropriate to protect public health, safety, welfare, municipal operations, public events, emergency operations, facility operations, or governmental priorities.

ARTICLE 5. REFRIGERATOR AND MEDICATION STORAGE

5.1 Limited Refrigerator License. Subject to the terms of this Agreement and approval by the City Manager or designee, the County may place one locked Refrigerator in the Pavilion Refrigerator Area for the sole and limited purpose of storing Medication directly associated with the County's Mobile Spay and Neuter Services conducted pursuant to this Agreement.

5.2 Sole County Responsibility. The County is solely responsible for the storage, security, inventory, access control, handling, temperature control, monitoring, maintenance, labeling, use, removal, and disposal of all Medication stored in the Refrigerator. The County is solely responsible for compliance with all federal, state, County, and local laws, rules, regulations, standards, professional requirements, licensing requirements, recordkeeping requirements, veterinary requirements, pharmaceutical requirements, controlled-substance requirements, vaccine-storage requirements, temperature-control requirements, and disposal requirements related to the Medication, the Refrigerator, and the storage or use of Medication.

5.3 No City Custody or Bailment. The placement of the Refrigerator or Medication within the Pavilion shall not create any bailment, custodial duty, pharmacy duty, security duty, monitoring duty, temperature-control duty, or other duty on the part of the City, or any City officer, employee, agent, volunteer, contractor, or representative. The City shall not be responsible for loss, theft, spoilage, temperature excursion, unauthorized access, contamination, expiration, misuse, misplacement, mechanical failure, or regulatory noncompliance involving the Refrigerator or Medication. The City shall take all good faith efforts to promptly address and repair any loss of power or power interruptions to the Refrigerator so that the loss of power and power interruptions to the Refrigerator does not exceed two (2) hours. To the extent that the City cannot restore power to the Refrigerator within two (2) hours due to issues beyond the City's control, the City shall notify the County in writing of the loss of power and the reasons why the power could not be restored within two (2) hours. The County shall reimburse the City for the

costs the City incurred in repairing the loss of power to the Refrigerator. The City shall not be liable for any spoilage or loss of medication or supplies due to power loss.

5.4 Access Control. The Refrigerator must remain locked at all times except when accessed by authorized County personnel. The County shall control all keys, combinations, access codes, and other access devices for the Refrigerator. The County shall not provide Refrigerator access to any City personnel, volunteer, contractor, member, invitee, or third party except as required by law or expressly approved in writing by the City Manager or designee.

5.5 Refrigerator Requirements. The Refrigerator must be in good working order, clean, sanitary, electrically safe, leak-free, appropriate for the intended storage, and approved by the City Manager or designee before placement. The City Manager or designee may require the County to provide specifications, electrical-load information, proof of maintenance, temperature-monitoring procedures, spill-prevention measures, or other information regarding the Refrigerator.

5.6 Medication Limitations. The County shall not store any Medication or material in the Refrigerator that is unrelated to the Mobile Spay and Neuter Services approved under this Agreement. The County shall not store any Medication in violation of applicable law. Upon expiration, revocation, termination, suspension, or request by the City Manager or designee, the County shall promptly remove the Refrigerator and all Medication from the Pavilion .

5.7 Power Interruption or Emergency. The County is solely responsible for establishing and implementing any backup, transfer, emergency response, notification, replacement, or disposal procedures needed to protect Medication in the event of a power outage, facility closure, storm event, emergency, Refrigerator malfunction, temperature excursion, contamination event, access issue, or other operational disruption. Nothing in this section is intended to limit or modify the City's obligations to promptly address losses of power and power interruptions as set forth in Section 5.3.

ARTICLE 6. GRAY WATER, TANK, AND CONTAMINATION PROTECTION

6.1 No Discharge or Contamination. The County shall not discharge, release, drain, dump, spill, leak, deposit, or allow the escape of Gray Water, animal waste, medical waste, wash water, wastewater, regulated waste, hazardous material, contaminated material, or any other material from the Mobile Unit, Refrigerator, tanks, hoses, valves, containers, or County operations onto the Property, into the Pavilion , onto pavement, into landscaping, into storm drains, into sanitary sewer systems, into drainage structures, or onto any public or private property, except through lawful off-site disposal or as otherwise expressly approved in writing by the City Manager or designee and all regulatory authorities having jurisdiction.

6.2 Operational Safeguards. The County shall be responsible for implementing operational safeguards sufficient to prevent Gray Water, wastewater, fluids, animal waste, medical waste, or other contamination from the Mobile Unit, related tanks, hoses, valves, containers, equipment, or County operations. Except as provided in Section 6.5, the County shall not be required to submit a separate formal written contamination protection plan as a condition of the Approved Schedule or routine operation. The City Manager or designee may approve, impose, or document contamination-protection conditions through, an email confirmation, a schedule approval, or other written direction, including but not limited to the issuance of the form attached hereto as Exhibit C, without requiring a separate formal plan.

6.3 Baseline Safeguards. For the Approved Schedule, the County shall ensure that: (a) tanks, hoses, valves, caps, seals, plumbing components, and containers associated with the Mobile Unit are secured, maintained, and leak-free; (b) tanks and containers have sufficient capacity for the approved operation; (c) no Gray Water, animal waste, medical waste, sharps, wash water, or other waste is drained, dumped, released, or disposed of on the Property; (d) appropriate spill-response materials or other protective measures are available on or with the Mobile Unit; (e) Gray Water, animal waste, medical waste, sharps, and other regulated materials are lawfully disposed of off-site; (f) any leak, spill, odor, overflow, tank failure, or contamination concern is promptly addressed; and (g) the Parking Lot Licensed Area and surrounding areas are inspected and cleaned after each operation.

6.4 City Conditions and Additional Measures. The County shall comply with all contamination-protection measures, site conditions, or operational requirements approved or required by the City Manager or designee. The City Manager or designee may require additional measures in the Approved Schedule, including relocation or reorientation of the Mobile Unit, use of drip pans or containment materials, additional inspection, additional cleanup, temporary cessation of operations, removal of tanks or waste, professional cleaning, or cancellation of a scheduled clinic, when deemed necessary or appropriate to protect the Property, public health, safety, welfare, facility operations, or the City's interests. Without limiting the County's obligations herein, however, the City acknowledges and agrees that the County may refuel the Mobile Unit in the Licensed Areas from time to time at the County's discretion. County shall be solely responsible for cleaning and/or remediating any environmental contamination caused by refueling the Mobile Unit within the Licensed Area.

6.5 Information Upon Request; Incident Response. Upon request by the City Manager or designee, the County shall provide reasonable oral or written confirmation, operational information, incident documentation, or waste-disposal documentation reasonably necessary to verify compliance with this Article, subject to applicable law and County policy. The City Manager or designee may require written protocols or a written contamination protection plan only when a particular site condition, recurring operational issue, incident, or reasonable contamination concern warrants additional documentation. The County shall immediately contain, remediate, clean, and lawfully dispose of any Gray Water, animal waste, medical waste, fluid, or other material released or suspected to have been released from the Mobile Unit, Refrigerator, County equipment, County personnel, or County operations, and shall immediately notify the City Manager or designee of any actual or suspected release.

6.6 Survival. The County's obligations under this Article shall survive expiration, revocation, or termination of this Agreement.

ARTICLE 7. COMPLIANCE WITH LAWS; PERMITS; PUBLIC SAFETY

7.1 Compliance with Laws. The County shall comply with all applicable federal, state, County, and local laws, rules, regulations, ordinances, codes, orders, permit requirements, licensing requirements, professional standards, environmental requirements, public-health requirements, animal-welfare requirements, veterinary requirements, pharmaceutical requirements, OSHA requirements, ADA requirements, and City requirements applicable to the County's use of the Licensed Areas and operation of the Mobile Spay and Neuter Services.

7.2 Permits and Authorizations. The County shall obtain and maintain, at its sole cost, all licenses, registrations, certifications, permits, approvals, authorizations, and professional credentials required for the Mobile Unit, Mobile Spay and Neuter Services, Medication storage, waste disposal, staffing, veterinary services, and related operations.

7.3 Background Screening and Personnel. The County shall be responsible for all screening, training, credentialing, supervision, and conduct of County personnel, contractors, volunteers, and agents involved in activities under this Agreement. If activities involve minors or vulnerable persons, the County shall comply with all applicable screening and supervision requirements.

7.4 Emergencies and Unsafe Conditions. The County shall immediately report emergencies, unsafe conditions, injuries, incidents, property damage, animal escapes, contamination concerns, medication-security concerns, and other material operational issues to the City Manager or designee and appropriate emergency or regulatory authorities as required by law.

ARTICLE 8. INSURANCE; SOVEREIGN IMMUNITY; RISK ALLOCATION

8.1 Insurance or Self-Insurance. The County shall maintain insurance, self-insurance, or a combination thereof in accordance with County policies and applicable law for liabilities arising from the County's use of the Licensed Areas, operation of the Mobile Unit, storage of Medication, and performance under this Agreement. Upon request, the County shall provide the City with evidence of applicable insurance or self-insurance reasonably acceptable to the City's Risk Management Division.

8.2 Governmental Responsibility. Each Party shall be responsible for the acts, omissions, negligence, and willful misconduct of its own officers, employees, agents, and representatives to the extent provided by law. Nothing in this Agreement shall be construed as an indemnification by either Party of the other Party or as a waiver of sovereign immunity or of any defense, limitation, or protection available under Section 768.28, Florida Statutes, or other applicable law.

8.3 No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties only. Nothing in this Agreement shall be construed to create any third-party beneficiary rights in favor of any person or entity, including, without limitation, any patient, pet owner, invitee, member, volunteer, contractor, or member of the public.

8.4 Survival. The provisions of this Article shall survive expiration, revocation, or termination of this Agreement.

ARTICLE 9. DAMAGE; RESTORATION; COSTS

9.1 Damage to Property. The County shall promptly report to the City Manager or designee any damage to the Property, Licensed Areas, Pavilion, pavement, landscaping, utilities, fixtures, equipment, electrical systems, plumbing systems, or other improvements arising out of or related to the County's activities under this Agreement.

9.2 Restoration. To the extent permitted by law and subject to Section 768.28, Florida Statutes, the County shall repair, restore, clean, remediate, or reimburse the City for physical damage, contamination, cleaning, remediation, or restoration reasonably attributable to the County's placement, operation, Refrigerator, Medication storage, personnel, contractors, volunteers, invitees, equipment, Mobile Unit, tanks, hoses, waste, or activities under this Agreement.

Nothing in this section is intended to limit or modify the City's obligations to promptly address losses of power and power interruptions set forth in Section 5.2.

9.3 No Liens. The County shall not permit any lien, claim of lien, encumbrance, security interest, or similar claim to be filed against the Property arising from the County's use of the Licensed Areas. The County shall promptly discharge any such lien or claim resulting from the County's activities.

ARTICLE 10. RECORDS; AUDIT; PUBLIC RECORDS

10.1 Records Related to Agreement. The County shall maintain records reasonably necessary to demonstrate compliance with this Agreement, including Approved Schedules, operational approvals, written site-specific conditions issued by the City Manager or designee, incident reports, waste-disposal records required by applicable law or County policy, and documentation relating to Refrigerator placement and Medication storage, to the extent such records are required by applicable law or County policy.

10.2 Audit and Inspection. The City may inspect the Licensed Areas and may request records reasonably related to the County's compliance with this Agreement, subject to applicable public records laws, exemptions, confidentiality laws, patient or veterinary records restrictions, and other applicable legal limitations.

10.3 Public Records. The Parties acknowledge that each is a public agency subject to Chapter 119, Florida Statutes. Each Party shall comply with applicable public records requirements with respect to records made or received in connection with this Agreement.

ARTICLE 11. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery, certified mail, return receipt requested, overnight courier, or electronic mail with confirmation of transmission to the addresses below, or to such other address as a Party may designate by written notice:

If to City:

City Manager
City of Homestead
100 Civic Court
Homestead, Florida 33030
Email: Nzeribe Ihekwaba_

With a copy to:

City Attorney
City of Homestead
100 Civic Court
Homestead, Florida 33030
Email: _____

If to County:

Director
Miami-Dade County Animal Services
Department
Address: _____

Email: _____

With a copy to:

Miami-Dade County Attorney's Office
Address: _____

Email: _____

ARTICLE 12. DEFAULT; REMEDIES

12.1 Default. The County shall be in default if the County fails to comply with any material requirement of this Agreement, including, without limitation, requirements relating to approved

locations, Approved Schedules, Medication storage, Gray Water and contamination protection, removal of waste, restoration, compliance with law, or operational conditions imposed by the City Manager or designee.

12.2 Notice and Cure. Except where immediate suspension or termination is permitted under this Agreement, the City may provide written notice of default and a reasonable opportunity to cure. If the default is not cured within the time stated in the notice, the City may terminate this Agreement, suspend or cancel any Approved Schedule, require removal of the Mobile Unit or Refrigerator, or pursue any other remedy available at law or in equity.

12.3 Cumulative Remedies. The City's rights and remedies under this Agreement are cumulative. The exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

ARTICLE 13. MISCELLANEOUS

13.1 Authority. Each Party represents that the person executing this Agreement on its behalf has authority to execute this Agreement and bind the Party to its terms.

13.2 Amendments. This Agreement may be amended only by a written instrument executed by the Parties, except that the City Manager or designee may approve, modify, condition, relocate, reschedule, suspend, or revoke Approved Schedules, the Parking Lot Licensed Area, the Pavilion Refrigerator Area, the Bathroom Facility, site-specific contamination-protection conditions, and operational protocols in accordance with this Agreement without a formal amendment.

13.3 No Waiver. No waiver by either Party of any breach, default, right, or remedy shall be deemed a waiver of any other or subsequent breach, default, right, or remedy. No delay in exercising any right shall operate as a waiver.

13.4 Severability. If any term, covenant, condition, or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms, covenants, conditions, and provisions shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law, unless enforcement of the remaining provisions would defeat the essential purpose of this Agreement.

13.5 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall lie in a court of competent jurisdiction in Miami-Dade County, Florida.

13.6 Jury Trial Waiver. TO THE EXTENT PERMITTED BY LAW, THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED AREAS, OR THE PARTIES' RELATIONSHIP UNDER THIS AGREEMENT.

13.7 No Agency or Partnership. Nothing in this Agreement creates any agency, employment, partnership, joint venture, fiduciary, or similar relationship between the Parties. Neither Party has authority to bind the other Party except as expressly provided in this Agreement.

13.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous

negotiations, understandings, and agreements, whether written or oral, regarding the County's use of the Licensed Areas for the purposes described herein.

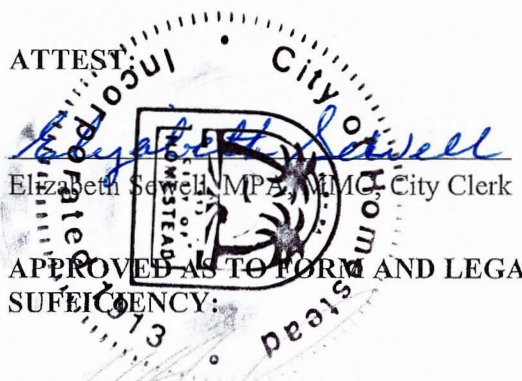
13.9 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Electronic, scanned, or digital signatures shall be deemed originals for purposes of this Agreement to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF HOMESTEAD, FLORIDA

By: 
Nzeribe Inekwaba, PhD, PE
City Manager

ATTEST:



Elizabeth Sewell, MPJ, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

City Attorney

MIAMI-DADE COUNTY, FLORIDA

By and through the Miami-Dade County
Animal Services Department

By: _____

Name: _____

Title: _____

ATTEST:

Deputy Clerk / Authorized Attest

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Assistant County Attorney

EXHIBIT A

Licensed Area

Common Description: Parking lot and related areas serving Harris Field, together with the limited interior portion of the Pavilion and Bathroom Facility approved in writing by the City Manager or designee for the Refrigerator, subject to the limitations of this Agreement.

The exact Parking Lot Licensed Area, Pavilion Refrigerator Area, Bathroom Facility access route, and Approved Schedule must be approved in writing by the City Manager or designee before use.

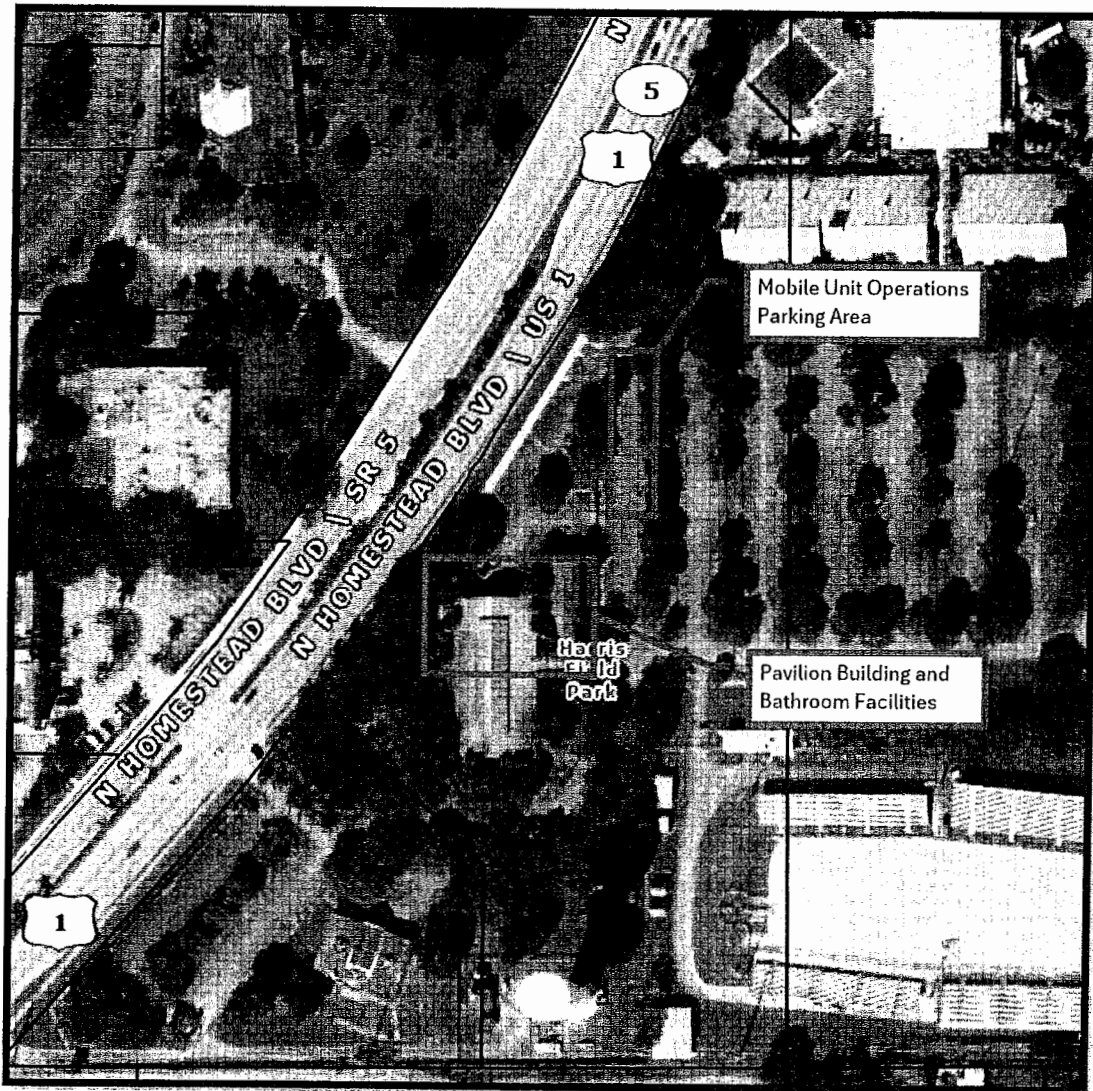


EXHIBIT B

APPROVED SCHEDULE AND LICENSED AREAS CONFIRMATION

This Exhibit may be completed, revised, or supplemented from time to time by written approval of the City Manager or designee without formal amendment to the Agreement, provided the approval remains consistent with the Agreement.

Approval Item	Approved Information / Conditions
Approved Clinic Day(s):	
Approved Hours of Operation:	
Setup / Takedown Times:	
Parking Lot Licensed Area / Location Description:	
Mobile Unit Orientation / Access Route:	
Traffic / Parking / Queueing Conditions:	
Temporary Signage Conditions:	
Pavilion Refrigerator Area / Room Description:	
Refrigerator Specifications Approved:	
Access Protocol for Refrigerator:	
Bathroom Facility	

Approved by City Manager or designee:

Signature: _____ Date: _____

Name/Title: _____

EXHIBIT C

OPTIONAL GRAY WATER / CONTAMINATION PROTECTION CONDITIONS

This Exhibit is intended to document site-specific contamination-protection conditions only when the City Manager or designee elects to impose or record them. It is not a mandatory written plan submittal, and the County is not required to prepare a separate written contamination protection plan for routine approved operations unless requested under Section 6.5.

This Exhibit may be completed, revised, or supplemented by email, schedule confirmation, or other written approval of the City Manager or designee without formal amendment to the Agreement.

Approved Clinic Day(s) / Location: _____

Site-Specific Conditions / Required Measures:

County Operational Contact for Clinic Day: _____

Conditions Issued / Approved by City Manager or designee:

Signature: _____ Date: _____

Name/Title: _____

Memorandum



Date: July 7, 2026
To: Honorable Chairman Anthony Rodriguez
Board of County Commissioners
From: Annette Jose 
Director, Animal Services Department
Subject: Request to Process Late Departmental Agenda Item

I am requesting that the following item be placed on the July Committee cycle meeting.

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A LICENSE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF HOMESTEAD FOR USE OF THE PREMISES LOCATED AT THE PARKING LOT OF HARRIS FIELD PARK, 1034 N.E. 8 STREET, HOMESTEAD, FLORIDA, FOR THE OPERATION OF A SPAY/NEUTER MOBILE UNIT BY THE MIAMI-DADE COUNTY ANIMAL SERVICES DEPARTMENT FOR \$1.00 PER YEAR; PROVIDING THAT THERE IS NO DIRECT FISCAL IMPACT TO THE COUNTY AS ALL COSTS ARE ABSORBED WITHIN THE DEPARTMENT'S EXISTING OPERATING BUDGET AS PART OF ITS COMMUNITY OUTREACH EFFORTS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS CONTAINED THEREIN INCLUDING ANY CANCELLATION PROVISIONS

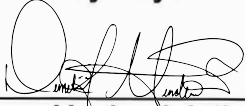
Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, it is important the item moves forward with the requested timeline to ensure area residents and animal rescue organizations gain access to much needed spay/neuter services. The previous clinic at Harris Field in the City of Homestead closed about one year ago due to severe deterioration and safety concerns for customers, animals, and staff. Since then, Homestead residents and local rescues have had no nearby low-cost spay/neuter option, contributing to unwanted litters, more stray or abandoned animals, and increased pressure on the shelter system. The City of Homestead requested that Miami-Dade Animal Services enter into a license agreement for the operation of a mobile spay/neuter clinic 3 days a week to begin services this month. The City of Homestead and Animal Services have worked collaboratively and expeditiously to bring services to residents and pets as quickly as possible.

Please process the item notwithstanding that the 3-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the Chair of the Committee and the BCC Chairman and reviewed by the Office of the County Attorney.



Approved by Mayor or Mayor's Designee

Arnold Palmer
Print Name



Approved by Legislative Director or Designee

Demetria Henderson
Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidadegov
Eugene Love, Agenda Coordinator MDC022



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 21, 2026

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(6)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved Daniella Leme Carr Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(6)
7-21-26

RESOLUTION NO. R-663-26

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE OF A LICENSE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF HOMESTEAD FOR USE OF THE PREMISES LOCATED AT THE PARKING LOT OF HARRIS FIELD PARK, 1034 N.E. 8 STREET, HOMESTEAD, FLORIDA, FOR THE OPERATION OF A SPAY/NEUTER MOBILE UNIT BY THE MIAMI-DADE COUNTY ANIMAL SERVICES DEPARTMENT FOR \$1.00 PER YEAR; PROVIDING THAT THERE IS NO DIRECT FISCAL IMPACT TO THE COUNTY AS ALL COSTS ARE ABSORBED WITHIN THE DEPARTMENT'S EXISTING OPERATING BUDGET AS PART OF ITS COMMUNITY OUTREACH EFFORTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS CONTAINED THEREIN INCLUDING ANY CANCELLATION PROVISIONS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the terms of, and authorizes the County Mayor or County Mayor's designee to execute the license agreement between Miami-Dade County and the City of Homestead, in substantially the form attached hereto and made a part hereof, for the use of the premises located at the parking lot of Harris Field Park located at 1034 N.E. 8 Street, Homestead, Florida, for the temporary placement and operation of a mobile spay and neuter clinic by the Miami-Dade Animal Services Department for a nominal license fee of \$1.00 per year. This initiative will have no direct fiscal impact to the County, as all associated costs are absorbed within the Department's existing operating budget as part of its ongoing community outreach efforts. The Board further authorizes

the County Mayor or County Mayor's designee to take all actions necessary to effectuate the license agreement and to exercise all provisions contained therein that are consistent with the purposes of this resolution, including any cancellation provisions.

The foregoing resolution was offered by Commissioner **Vicki L. Lopez**, who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Vicki L. Lopez	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of July, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eduardo W. Gonzalez