

MEMORANDUM

RTRC
Agenda Item No. 3(E)

TO:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners	DATE:	September 9, 2026
FROM:	Geri Bonzon-Keenan County Attorney	SUBJECT:	Resolution approving terms of a Declaration of Restrictive Covenant on the Adrienne Arsht Center for the Performing Arts of Miami-Dade County ("Arsht Center"), located at 1300 Biscayne Boulevard, Miami, Florida 33132, in favor of the State of Florida Department of State, Division of Arts and Culture, for a term of five years in exchange for a grant in the amount of \$250,000.00, for the purpose of upgrading the Arsht Center's building management system; and authorizing and directing the County Mayor to execute the Declaration of Restrictive Covenant for and on behalf of Miami-Dade County, exercise all provisions contained therein and record same in the public records of Miami-Dade County

The accompanying resolution was prepared by the Department of Cultural Affairs and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: October 6, 2026

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Execution and Recordation of a Declaration of Restrictive Covenant for the County-owned Adrienne Arsht Center for the Performing Arts of Miami-Dade County property

Executive Summary

This item is requesting that the Board of County Commissioners approve the terms of and grant the County Mayor or the County Mayor's designee the authority to execute a Declaration of Restrictive Covenant for the County-owned Adrienne Arsht Center for the Performing Arts of Miami-Dade County (Arsht Center) property for a term of five years in support of a \$250,000 grant from the State of Florida Department of State, Division of Arts and Culture, to upgrade the facility's twenty-year-old building management system. As result of the Cultural Facilities Grant award for FY 2025-2026, the State requires that a restrictive covenant be executed and recorded on the Arsht Center's property, requiring that the facility be used for cultural purposes for a period of five (5) years following the execution of the grant award agreement. The grant funds are matched by funds provided by the entity that manages the facility on behalf of the County, the Adrienne Arsht Center Trust, Inc.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the terms of and grant the County Mayor or the County Mayor's designee the authority to execute a Declaration of Restrictive Covenant for the County-owned Adrienne Arsht Center for the Performing Arts of Miami-Dade County for a term of five years in support of a \$250,000 grant (26.c.cf.900.957) from the State of Florida Department of State, Division of Arts and Culture, to upgrade the facility's twenty-year-old building management system.

Scope

The impact of this agenda item is countywide. The Arsht Center is located at 1300 Biscayne Boulevard, Miami, Florida, 33132, which is in County Commission District 3, represented by Commissioner Keon Hardemon.

Fiscal Impact/Funding Source

The County owns the land and buildings that make up the Arsht Center and has an Operating and Management Agreement with the Adrienne Arsht Center Trust, Inc. (Trust) to operate and maintain the facility. The grants require matching funds of \$250,000.00 that will be provided by the Trust.

Delegation of Authority

The County Mayor or Mayor's designee is delegated the authority to execute the restrictive covenants and to take all actions to comply with the requirements of the grant agreement and the purpose for which the funds were granted to the Trust.

Track Record/Monitor

The Trust will oversee the implementation, compliance, and the use of the grant funds. The Miami-Dade County Department of Cultural Affairs (Department), led by Director Ashlee Thomas, is managing the CIIP allocations to the Arsht Center. Both the Department and the Trust have track records of successfully implementing grants and capital projects.

Background

In 1991, cultural arts, government and business leaders in Miami-Dade County conceptualized a world-class performing arts center in downtown Miami. As a result, the Trust was established as a 501(c)(3). Miami-Dade County owns the Arsht Center's land and buildings and provided oversight in its construction. The Trust, a nonprofit corporation governed by a 51-member volunteer board, manages and operates the Arsht Center, and is also charged with raising funds from the public and private sector. The Arsht Center celebrated its 20th anniversary season in FY 2025-2026 and is committed to making sure that the facility continues to be maintained in "like new" condition.

The Arsht Center, designed by world-renowned architect Cesar Pelli of Pelli Clarke Pelli Architects, includes the 2,400-seat Sanford and Dolores Ziff Ballet Opera House; the 2,200-seat John S. and James L. Knight Concert Hall; the 200 seat Carnival Studio Theater; the Peacock Education Center; the restored Carnival Art Deco Tower; and the Thomson Plaza for the Arts that unites the Arsht Center buildings across Biscayne Boulevard.

The Trust applied for and received from the State of Florida, Department of State, Division of Arts and Culture a FY 2025-2026 Cultural Facilities grant in the amount of \$250,000.00. These resources will be used exclusively to upgrade the Arsht Center's Building Management System. The Building Management System (BMS) is a computer-based control system that centralizes the monitoring and management of the facility's mechanical and electrical equipment - such as HVAC, lighting, and security - to optimize energy consumption and occupant comfort. The Building Management System upgrade project will be implemented by the Trust pursuant to its Operating and Management Agreement with the County. The Miami-Dade County Department of Cultural Affairs will work cooperatively with the Trust to ensure the success of this project.

The restrictive covenant agreement with the State of Florida, Department of State, Division of Arts and Culture is entered into for the purpose of upgrading the Arsht Center's Building Management System for five (5) years as a condition of eligibility for this grant and is included as **Attachment A** herein.

Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
Page No. 3

A handwritten signature in black ink, consisting of a large 'C' followed by a stylized 'H' and a horizontal line extending to the right.

Christopher Hudtwalcker
Chief of Staff

RESTRICTIVE COVENANT

Project Name: Building Management System
Grant Number: 25.c.cf.900.957

THESE COVENANTS are entered into this 30 day of JULY, 2026, by Miami-Dade County, hereinafter referred to as the Owner, and Adrienne Arsht Center Trust, Inc., hereinafter referred to as the Grant Recipient, and shall be effective for a period of 5 years from the date of recordation in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida, serving as the county recorder provided by law for Miami-Dade County, Florida.

WHEREAS, the Owner is the fee simple titleholder of the Property located at 1300 Biscayne Boulevard, Miami, FL 33132, Miami-Dade County, Florida, as described in Exhibit A, attached to and made a part hereof and

WHEREAS, the Grant Recipient is to receive grant assistance funds administered by the State of Florida, Department of State, Division of Arts and Culture, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, hereinafter referred to as the Department, in the amount of \$250,000, to be used for the purposes set forth in the grant agreement by the Owner of the property as described in Exhibit A, and

Now THEREFORE, as part of the consideration for the State grant, the Owner and Grant Recipient hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and Grant Recipient and, if any, its heirs, successors in title, legal representatives and assigns, for a period stated in the preamble above:

1. The Owner and Grant Recipient agree not to sell, transfer, mortgage, or assign its interest in the real property unless the Department of State approves the sale, transfer, mortgage, or assignment. The Department may require the entity acquiring an interest in the real property to assume the obligations of this Restrictive Covenant as a condition of approval.
2. The Owner and Grant Recipient agree to use the real property subject to the terms of this Restrictive Covenant for the purposes set forth in the legislative appropriation awarding the grant funds to the Owner and in accordance with the grant agreement entered into by the Owner and the Department of State in furtherance of said legislative appropriation
3. The Owner and Grant Recipient agree that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
4. The Owner agrees to record these covenants with the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida prior to the release of the first installment of grant funds, and shall pay any and all expenses associated with their filing and recording.
5. The Owner and Grant Recipient agree that these restrictions shall encumber the property for a period of five (5) years from the date of recordation, and that if the restrictions are violated within the 5 year period, the Department shall be entitled to liquidated damages from the Grant Recipient in the amount of \$250,000.
6. If the Owner and Grant Recipient violate any part of this Restrictive Covenant, then the Owner and Grant Recipient will be in default and the Department shall have the right to exercise the following rights:
 - a. The Department shall have the right to declare the liquidated damages described in paragraph 5, plus interest at the statutory rate from the time of the Owner and Grant Recipient's receipt of the grant funds, and attorneys' fees and other expenses incurred by the Department in the enforcement of these Restrictive Covenants, to be immediately due and payable without notice or demand on the

Owner and Grant Recipient, which notice or demand are hereby expressly waived by the Owner and Grant Recipient, and upon the making of any such declaration, the entire amount shall become immediately due and payable;

- b. In the event of any litigation between the parties under these Restrictive Covenants, the prevailing party shall be entitled to reasonable attorneys', paralegals' and para-professionals' fees and court costs at all trial and appellate levels;
7. The Owner and Grant Recipient agree that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner and Grant Recipient have read these Restrictive Covenants and have hereto affixed their signatures.

WITNESSES:

Witness Signature

OWNER

Witness Name Typed/Printed

Owner's Address

Witness Signature

City State Zip

Witness Name Typed/Printed

The State of Florida
County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that _____ personally
(Name)

appeared as _____ for _____
(Officer) (Name of Corporation/Partnership)

known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____, 20__.

Notary Public in and for

The State of _____

My commission expires: _____

[SEAL]

Dale Edwards
Witness Signature

[Signature]
GRANT RECIPIENT

Dale Edwards
Witness Name Typed/Printed

1300 BISCAYNE BLVD.
Grant Recipient's Address

[Signature]
Witness Signature

MIAMI FL 33132
City State Zip

Valerie Riles
Witness Name Typed/Printed

The State of Florida
County of Miami-Dade

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that Dale Edwards & Valerie Riles personally
Johann Zietman & [Signature] (Name)

appeared as Vice Presidents for Adrienne Arsh Center
(Officer) (Name of Corporation/Partnership)

known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced (Personally Known)

Executed and sealed by me at Miami, Florida on July 26

31 Chantal Cecily Honoré
Notary Public in and for

The State of Florida

My commission expires: December 8, 2029

[SEAL]



Chantal Cecily Honoré
Notary Public
State of Florida
Comm# HH744503
Expires 12/8/2029

Memorandum



Date: August 31, 2026

To: Honorable Chairman Anthony Rodriguez
Board of County Commissioners

From: Ashlee Thomas, Director, Department of Cultural Affairs 

Subject: Request to Process Late Departmental Agenda Item

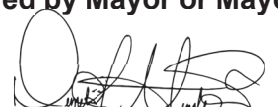
I am requesting that the following item be placed on the September Committee meeting agenda.

RESOLUTION APPROVING TERMS OF A DECLARATION OF RESTRICTIVE COVENANT ON THE ADRIENNE ARSHT CENTER FOR THE PERFORMING ARTS OF MIAMI-DADE COUNTY ("ARSHT CENTER"), LOCATED AT 1300 BISCAYNE BOULEVARD, MIAMI, FLORIDA 33132, IN FAVOR OF THE STATE OF FLORIDA DEPARTMENT OF STATE, DIVISION OF ARTS AND CULTURE, FOR A TERM OF FIVE YEARS IN EXCHANGE FOR A GRANT IN THE AMOUNT OF \$250,000.00, FOR THE PURPOSE OF UPGRADING THE ARSHT CENTER'S BUILDING MANAGEMENT SYSTEM; AND AUTHORIZING AND DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE DECLARATION OF RESTRICTIVE COVENANT FOR AND ON BEHALF OF MIAMI-DADE COUNTY, EXERCISE ALL PROVISIONS CONTAINED THEREIN AND RECORD SAME IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY

It is critically important the item moves forward with the requested timeline. Although this urgent item did not meet the noticed deadline and was provided to the Agenda Coordination Office late, this declaration of restrictive covenant is needed for grant funds awarded to the Arsht Center for the State of Florida's FY 2026-2027 grants program and must be drawn down and reconciled with this declaration of restrictive covenant as soon as possible. Waiting until the October Committee meeting will cause a significant delay by requiring the item be approved by the Board of County Commissioners (Board) on November 17, 2026 at the earliest. Please process the item notwithstanding that the 3-day or 4-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the Board Chairman, and review by the Office of the County Attorney.


Approved by Mayor or Mayor's Designee

Christopher Hudtwalcker
Print Name


Approved by Legislative Director or Designee

Demetria Henderson
Print Name

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



MEMORANDUM (Revised)

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

DATE: October 6, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

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 _____ Mayor

Agenda Item No.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF A DECLARATION OF RESTRICTIVE COVENANT ON THE ADRIENNE ARSHT CENTER FOR THE PERFORMING ARTS OF MIAMI-DADE COUNTY (“ARSHT CENTER”), LOCATED AT 1300 BISCAYNE BOULEVARD, MIAMI, FLORIDA 33132, IN FAVOR OF THE STATE OF FLORIDA DEPARTMENT OF STATE, DIVISION OF ARTS AND CULTURE, FOR A TERM OF FIVE YEARS IN EXCHANGE FOR A GRANT IN THE AMOUNT OF \$250,000.00, FOR THE PURPOSE OF UPGRADING THE ARSHT CENTER’S BUILDING MANAGEMENT SYSTEM; AND AUTHORIZING AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE DECLARATION OF RESTRICTIVE COVENANT FOR AND ON BEHALF OF MIAMI-DADE COUNTY, EXERCISE ALL PROVISIONS CONTAINED THEREIN AND RECORD SAME IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying 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:

Section 1. This Board ratifies and adopts the matters set forth in the accompanying justification memorandum as if fully set forth herein.

Section 2. This Board approves the terms of a Declaration of Restrictive Covenant on the Adrienne Arsht Center for the Performing Arts of Miami-Dade County (“Arsht Center”), located at 1300 Biscayne Boulevard, Miami, Florida, 33132, in favor of State of Florida Department of State, Division of Arts and Culture, in substantially the form attached to the accompanying memorandum (“Declaration”) as Exhibit A for a term of five years in exchange for

a grant in the amount of \$250,000.00, administered by the State of Florida Department of State, Division of Arts and Culture, for the purpose of upgrading the building's twenty-year-old building management system.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to: (a) execute the Declaration of Restrictive Covenant in substantially the forms attached to the accompanying memorandum as Exhibit A for and on behalf of Miami-Dade County; (b) exercise all provisions contained therein; (c) record the Declaration in the public records of Miami-Dade County; and (d) provide a recorded copy to the Clerk of the Board within 30 days of the execution of said instruments and further directs the Clerk of the Board to permanently store the recorded copies along with this resolution. This Board further authorizes the County Mayor or County Mayor's designee, upon a determination that such actions are in the best interest of the County, to modify the terms of the Declaration so long as such modifications are approved by the County Attorney's Office and are not substantially inconsistent with this resolution. The County Mayor or Mayor's designee shall be required to seek Board approval for any approvals, consents, actions, events or undertakings that would create a financial obligation, cost or expense to the County beyond those set forth in and specifically identified in the Declaration.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 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: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

mmg

Melissa M. Gallo