Memorandum

MIAMI-DADE COUNTY

Date: June 30, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 8(A)(1)(L)

From: Carlos Alvarez
County Mayor

George M. Burgess
County Manager

Subject: First Amendment to the Lease and Concession Agreement for a Central Terminal Retail Program Developer at Miami International Airport between Miami-Dade County and Westfield Concession Management, LLC.

The following item was amended at the June 11, 2009 Airport and Seaport Committee meeting to include language in the resolution that this Board authorizes the waiver of competitive bid procedures, pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code, by two-third (2/3s) vote of the Board members present.

RECOMMENDATION

It is recommended that the Board approve the First Amendment to the Lease and Concession Agreement (the Agreement) for a Central Terminal Retail Program Developer at Miami International Airport (MIA) between Miami-Dade County and Westfield Concession Management, LLC (Westfield), formerly known as Westfield Concession Management, Inc. It is also recommended that the Board waive formal bid procedures pursuant to Section 5.03 (D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code.

In that Westfield is already providing concession marketing services in the Central terminal under its Agreement, the bid waiver will allow the Miami-Dade Aviation Department (MDAD) to expand the use of these services in an effort to have a unified approach to the concessions marketing and promotions program at MIA. It is further recommended that the Board authorize the Mayor or the Mayor's designee to execute said amendment on behalf of the County.

SCOPE

Miami International Airport is located primarily within Commission District Six.

DELEGATED AUTHORITY

In accordance with Miami-Dade County Code Section 2-8.3 related to identifying delegation of Board authority contained within the subject agreement, the Aviation Director or designee has the authority to exercise the renewal and termination provisions of the agreement.

FISCAL IMPACT/FUNDING SOURCE

While Westfield pays MDAD a Minimum Annual Guarantee (MAG) of $1,972,417, this amendment will be an expense to MDAD and will not affect the MAG. MDAD will pay Westfield a marketing fee of 12% of its direct cost for expanding Westfield's current Central Terminal retail concession marketing program, to a unified retail, food and beverage concession marketing program throughout MIA. MDAD currently collects from the Airport's concessionaires approximately $400,000 annually for this concession marketing program, which amount is growing annually. MDAD anticipates therefore that the annual fees to Westfield could range from $35,000 to $75,000, depending upon the amount of marketing fees collected from the concessionaires and the specific budget and program approved by MDAD. Westfield's contract expires in August of 2012.

TRACK RECORD/MONITOR

Westfield is current in all its obligations and continues to provide excellent concession management and marketing services in the Central Terminal. The MDAD Project Manager is Adrian Songer, Property Manager for Commercial Operations.

COMPLIANCE DATA
There is no history of violations for this firm in the Small Business Development Department's database.

BACKGROUND
On July 13, 2004, the Board of County Commissioners approved the above-referenced agreement. Under the Agreement, Westfield is responsible for the financing, designing, leasing and managing thirty-four (34) newsstand and specialty retail spaces in the existing terminal building and concourses at MIA. Additionally, as part of its administrative function Westfield was to develop and implement a marketing and promotions program to enhance concession sales and customer satisfaction.

Westfield has been providing marketing and promotional services as part of its agreement in the Central Terminal and also, to a lesser degree, in Concourse H (South Terminal) and Concourse A (North Terminal). Funding for the Westfield program is via collection of dedicated marketing fees (1/2 of 1% of gross receipts) from its sub-tenants. MDAD also funds its concessions marketing and promotional program in the same manner. Program expenditures funded by MDAD's marketing fund are a function of gross revenues. Current expenditures have been $400,000 but are anticipated to increase with the addition of the North terminal concessions.

However, the need for a united program is increasing, especially with the concessions located in the South Terminal concession hall between Concourses H and J. Accordingly, in order to increase market awareness of its concessions program on an airport-wide basis, MDAD desires to modify the Lease and Concession Agreement with Westfield in order to allow Westfield to provide a marketing and concessions program for the North and South Terminals, in addition to the Central Terminal at MIA Westfield possesses vast experience in this field and provides similar services at over 120 shopping centers in the United States, Australia, New Zealand and the United Kingdom. Westfield-managed locations have won over 50 airport concession-industry first-place awards since 2001.

PROJECT: Central Terminal Retail Program Developer

PROJECT LOCATION: Miami International Airport

TERM OF CONTRACT: The term shall commence on the effective date of the Agreement and terminate the first day of the month following the earlier of: (a) five years after 365 calendar days from the effective date or (b) five years from the beneficial occupancy of 30 retail locations, as depicted in Exhibit A of the Agreement

OPTIONS TO RENEW: One two-year extension

CONTRACT MEASURES ACHIEVED AT AWARD: 31.4% ACDBE Goal

CURRENT ACDBE FIRMS:

ILJ, CORP		
Operating Airport Wireless	4.6%	($4,965,639)
Operating Tech Showcase	1.0%	($1,119,416)
CARRIE CONCESSIONS, INC		
Operating Dunkin Donuts	1.2%	($1,266,916)
STELLAR PARTNERS, INC		
Operating Ron Jon	2.7%	($2,951,186)
Operating Mind-works	3.3%	($3,638,998)
Operating Mercado Miami	5.8%	($6,275,470)
I & JC CORP		
Operating Bayside Brush	1.2%	($1,317,396)
JETSETTERS SPA, INC.		
Operating Jetsetters Mini-Spa	1.0%	($1,078,806)
TAXCO STERLING CO., INC		
Operating Taxco	1.8%	($1,974,004)

CONTRACT MEASURES ACHIEVED TO DATE:	23% ACDBE Participation ($24,587,831)
RECOMMENDED MODIFICATION:	Modify the Lease and Concession Agreement to provide that Westfield shall develop and implement a unified airport-wide marketing and promotions program in the North and South Terminals at MIA, in addition to the Central Terminal.
COMPANY NAME:	Westfield Concession Management, LLC.
COMPANY PRINCIPALS:	John Widdup, Peter Schwartz, Dominic Lowe, Gerry Cecci, Richard Chinsammy, Arnold Mayersohn
GENDER, ETHNICITY AND OWNERSHIP BREAKDOWN:	Indirect subsidiary of a publicly held company Westfield Holdings, Ltd.
LOCATION OF COMPANY:	11601 Wilshire Boulevard Los Angeles, CA 90025-1748
PREVIOUS AGREEMENTS WITH THE COUNTY IN LAST FIVE (5) YEARS:	None
LIVING WAGE:	No
INSPECTOR GENERAL:	Provisions included in the agreements
FUNDING SOURCE:	This is a revenue-generating agreement
USER AGENCY:	Miami-Dade Aviation Department

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: June 30, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(L)

Please note any items checked.

_____ "4-Day Rule" ("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

✓ Bid waiver requiring County Mayor's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(L)
6-30-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF FIRST AMENDMENT TO THE LEASE AND CONCESSION AGREEMENT FOR A CENTRAL TERMINAL RETAIL PROGRAM DEVELOPER WITH WESTFIELD CONCESSION MANAGEMENT, LLC AT MIAMI-INTERNATIONAL AIRPORT; WAIVING COMPETITIVE BID PROCEDURES

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are 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 a First Amendment to the Lease and Concession Agreement for a Central Terminal Retail Program Developer between Miami-Dade County and Westfield Concession Management, LLC., formerly know as Westfield Concession Management, Inc. which conversion was duly authorized on or about July 21, 2006. This Amendment will expand the marketing services currently provided by Westfield in the Central Terminal to provide for such services in the North and South Terminal at Miami International Airport. Such services will be funded by dedicated marketing fees consisting of ½ of 1% of gross receipts from sub-tenants, collected by Westfield from its concession sub-tenants and by the Aviation Department from the tenants with which it has contracts in the North, South and Central Terminal at Miami International Airport. This Board authorizes the County Manager or his designee to execute the First Amendment in substantially the form attached hereto, for and on behalf of Miami-Dade County. This Board waives the provisions of Resolution No. R-1587-72, and pursuant to Section 5.03 D of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code, the

competitive process for this First Amendment is hereby waived upon the written recommendation of the County Manager and the Mayor[[.]][1] >>, by a two-thirds vote of the members of the Board of County Commissioners present.<<

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

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 30th day of June, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. RW

Roy Wood

[1] Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

FIRST AMENDMENT
TO LEASE AND CONCESSION AGREEMENT
BETWEEN MIAMI-DADE COUNTY, FLORIDA
AND
WESTFIELD CONCESSION MANAGEMENT, LLC
FOR THE CENTRAL TERMINAL RETAIL PROGRAM DEVELOPER

THIS FIRST AMENDMENT, entered into this _____ day of _____, 2009 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and WESTFIELD CONCESSION MANAGEMENT, LLC formerly known as Westfield Concession Management, Inc., a Delaware limited liability company, hereinafter referred to as the "Developer".

WITNESSETH:

WHEREAS, on July 13, 2004, the Board of County Commissioners (BCC) approved by Resolution Item No. R-842-04 and authorized a lease and concession agreement ("Agreement") to provide the County lease and concession development services for the implementation of a Retail Concession program for the Central Terminal at the Miami International Airport, between the parties hereto; and

WHEREAS, the County through the Agreement has authorized the Developer to develop and implement a marketing and promotions program for the Central Terminal and

WHEREAS, the County is desirous of providing a comprehensive and unified concessions marketing program for all of its North, Central, and South Terminal concessions facilities: and

WHEREAS the County desires the Developer to provide Airport-wide marketing and promotional programs using the marketing funds collected from the Airport Concessionaires.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree to amend the Agreement, as follows:

1. In ARTICLE 2.06, SCOPE OF SERVICES,

Delete the Sub-Paragraph F. Marketing Program which now reads as follows:

"F. **Marketing Program:**

As part of the administrative function, the Developer shall develop and implement a marketing and promotions program, the purpose of which is, to enhance concession sales and customer satisfaction. As part of the marketing program, the Developer must establish a directory and a storefront barricade graphics program for any unoccupied or incomplete concessions Spaces. The designs for the directories and storefront barricades shall be subject to the approval of MDAD and must complement the interior design and finish of the terminal building. All expenditures for the marketing and promotions program shall be funded through a percentage of Sub-tenant Gross Receipts (as defined in Sub-Article 20.04) charged by the Developer to each concession Sub-tenant. The

Developer shall not apply any mark-up to the marketing fees charged to the Sub-tenants. Marketing fees and expenditures shall be subject to review, revision and approval by MDAD."

Substitute the new Sub-Paragraph F. Marketing Program as follows:

"F. Marketing Program:

(i) Developer's Central Terminal Retail Program. As part of the administrative function, the Developer shall develop and implement a marketing and promotions program for its Sub-tenants in the Central Terminal retail program, the purpose of which is, to enhance concession sales and customer satisfaction (the "Developer's Central Terminal Concession Marketing Program"). As part of the Developer's Central Terminal Concession Marketing Program, the Developer may be requested to establish a digital directory and a storefront barricade graphics program for any unoccupied or incomplete Locations. The designs for the directories and storefront barricades shall be subject to the approval of MDAD and must complement the interior design and finish of the Central Terminal building. All expenditures for the Developer's Central Terminal Concession Marketing Program shall be funded through a percentage (½ of 1%) of its Sub-tenant Gross Receipts (as defined in Sub-Article 20.04) charged by the Developer to each of its concession Sub-tenants. The Developer shall not apply any mark-up to the marketing fees charged to its Sub-tenants.

(ii) Department's North, Central and South Terminal Concession Program. As part of the administrative function, the Developer shall develop and implement an Airport-wide marketing program, the purpose of which is, to enhance concession sales and customer satisfaction in the North, Central and South Terminal zones in a unified manner. The Developer may be requested to establish a digital directory and a storefront barricade graphics program for any unoccupied or incomplete concessions spaces. The designs for the directories and storefront barricades shall be subject to the approval of MDAD and must complement the interior design and finish of the respective Terminal buildings. All expenditures for the Department's Airport-wide concession marketing program shall be funded by contributions from the Department's concession tenants with which it has contracts in each of the Terminals through a percentage (½ of 1%) of the Department's concession tenants' monthly gross sales. The Department shall be responsible the collection of all such contributions from its concession tenants. In consideration for these separate services to be provided by the Developer to the County for the development and implementation of the Department's Airport Concession Marketing Program, the Developer shall be a management fee equal to twelve percent (12%) of all expenditures for the Department's Airport-wide concession marketing program for program administration. Developer shall remit monthly invoices to the Department based on the Department's expenditure during such month, which invoices shall be paid promptly by the Department. Within thirty (30) days following the end of each twelve (12) month period (or any shorter period at the end of the Agreement), the amount of the annual management fee shall be reconciled between the Department and the Developer to determine the actual management fee due based on all actual expenditures which occurred during such periods. If any additional management fees are due the Developer, they will be paid promptly by the Department. Marketing expenditures shall be subject to review, revision and approval by the Department prior to reimbursement by the Department.

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2. In all other respects, the Agreement dated July 13, 2004, shall remain in full force and effect in accordance with the terms and conditions specified therein.

IN WITNESS WHEREOF, the parties hereto have this First Amendment to be executed by their respective and duly authorized officers, as of the day and year first above written.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA,
a political subdivision of the State of Florida

BY ITS BOARDS OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

By: _____
County Manager

(MIAMI-DADE COUNTY SEAL)

ATTEST:

WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company

By: _____
~~Assistant~~ Secretary

By: _____
Vice President

Approved for Form and Legal Sufficiency

By: _____
Assistant County Attorney

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE Central Terminal Retail Program Developer

PROJECT NUMBER MDAD-02-02

COUNTY OF MONTGOMERY

STATE OF MARYLAND

Before me the undersigned authority appeared Dominic Lowe (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Westfield Concession Management, LLC
(Name of Entity)

11601 Wilshire Boulevard, 11th Floor, Los Angeles, CA 90025-1748
(Address of Entity)

95-4673300
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

Other Authorized Officer
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1 A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES (Cont'd)

✓____ Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

_____ The person or affiliate has not been placed on the convicted vendor list.

DEBARMENT DISCLOSURE AFFIDAVIT PURSUANT TO SECTIONS 10-38 AND 2-8.4.1 OF THE MIAMI-DADE COUNTY CODE

Section 10-38 of the Code relates to the debarment of any individual or other legal entity from County work. The Debarment Disclosure Affidavit requires the Entity to affirm, under oath, that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, partners, affiliates, as defined in the Code, nor its subcontractors/subconsultants, have been debarred by the County. Any individual or Entity listed above that has been debarred by the County is

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

✓_____ The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/Subconsultant have been debarred by the County.

CRIMINAL RECORD AFFIDAVIT
PURSUANT TO SECTION 2-8.6 OF THE
MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

✓_____ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1
OF THE MIAMI-DADE COUNTY CODE

I hereby declare that the information given herein and in the documents attached hereto are true and correct.

PART I

1. The full legal name and business address* of the person or Entity transacting business with the County is:

   Westfield Concession Management, LLC

   11601 Wilshire Boulevard, 11th Floor

   Los Angeles, CA 90025-1748

2. If the transaction is with a Corporation**, provide the full legal name and business address* and title for each officer. This disclosure requirement does not apply to publicly traded corporations.

   Peter S. Lowy, Chairman of the Board and Chief Executive Officer
   11601 Wilshire Blvd., 11th Floor, Los Angeles, CA 90025-1748
   John Widdup, Chief Operating Officer
   11601 Wilshire Blvd., 11th Floor, Los Angeles, CA 90025-1748
   Mark A. Stefanek, Chief Financial Officer and Treasurer
   11601 Wilshire Blvd., 11th Floor, Los Angeles, CA 90025-1748
   Peter R. Schwartz, Senior Executive Vice President & Secretary
   11601 Wilshire Blvd., 11th Floor, Los Angeles, CA 90025-1748
   Stanley N. Duncan, Senior Executive Vice President
   11601 Wilshire Blvd., 11th Floor, Los Angeles, CA 90025-1748
   Bill Giouroukos, Executive Vice President
   11601 Wilshire Blvd., 11th Floor, Los Angeles, CA 90025-1748
   Elizabeth P. Satterthwaite, Senior Vice President & Asst. Secretary
   11601 Wilshire Blvd., 11th Floor, Los Angeles, CA 90025-1748
   Roger A. Porter, Vice President – Tax
   11601 Wilshire Blvd., 11th Floor, Los Angeles, CA 90025-1748
   Dominic Lowe, Vice President – Airports
   2730 University Blvd., Suite LL6, Wheaton, MD 20902
   Gerry Cecci, Vice President – Airport Management
   2730 University Blvd., Suite LL6, Wheaton, MD 20902
   Arnold L. Mayersohn, Jr., Assistant Vice President & Secretary
   12312 Olive Blvd., Suite 625, St. Louis, MO 63141
   Thomas LaPorta, Development Director
   2730 University Blvd., Suite LL6, Wheaton, MD 20902
   Rory A. Packer, Assistant Secretary
   11601 Wilshire Blvd., 11th Floor, Los Angeles, CA 90025-1748

Aline Tarieh, Assistant Secretary
11601 Wilshire Blvd., 11th Floor, Los Angeles, CA 90025-1748
Stephanie Shieh, Assistant Secretary
11601 Wilshire Blvd., 11th Floor, Los Angeles, CA 90025-1748
Laurie Yoo, Assistant Secretary
11601 Wilshire Blvd., 11th Floor, Los Angeles, CA 90025-1748
Lisa Shelly, Assistant Secretary
11601 Wilshire Blvd., 11th Floor, Los Angeles, CA 90025-1748
Stephen A. Carroll, Assistant Secretary
11601 Wilshire Blvd., 11th Floor, Los Angeles, CA 90025-1748

3. If the transaction is with a Corporation**, provide the full legal name and business address* for each director. This disclosure requirement does not apply to publicly traded corporations.

Peter S. Lowy, Managing Member
11601 Wilshire Blvd., 11th Floor, Los Angeles, CA 90025-1748
Mark A. Stefanek, Managing Member
11601 Wilshire Blvd., 11th Floor, Los Angeles, CA 90025-1748

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

Westfield Development, Inc., 100% ownership
11601 Wilshire Blvd., 11th Floor, Los Angeles, CA 90025-1748

5. If the transaction is with a Partnership or joint venture, provide the full legal name and address for each partner or joint venture member.

_____

_____

_____

6. If the transaction is with a Trust, provide the full legal name and address for each trustee and each beneficiary.

_____

_____

_____

7. The full legal name and business addresses* of any other individuals (other than stockholders owning less than five percent (5%) of the stock, subcontractors,

materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the transaction with the County are:

_____

_____

_____

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II
EMPLOYMENT DISCLOSURE

1. Does your firm have a collective bargaining agreement with its employees?

☐ Yes ✓ No

2. Does your firm provide paid health care benefits for its employees?

✓ Yes ☐ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	12	Males	15	Females
Asian:	3	Males	0	Females
Black:	1	Males	10	Females
Native American:	_____	Males	_____	Females
Hispanics:	0	Males	4	Females
Alaskan Natives:	_____	Males	_____	Females
_____:	_____	Males	_____	Females
_____:	_____	Males	_____	Females

(ADD EXTRA SHEETS IF NEEDED)

* **Post Office Box addresses not acceptable.**
** **If a Joint Venture, list this information for each member of the Joint Venture**

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
August 2, 2004	Approx. $6.3M based on 3% of Gross Sales	$N/A	N/A%

Name of Dept. & Summary of Services Performed: Miami-Dade Aviation Department – Lease and Concession Agreement dated August 2, 2004 with Miami-Dade County, FL for the development, leasing and management of the Central Terminal Retail Program.

Litigation Arising out of Contract: None.

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(2)

November 1, 2004	Currently $78,024.00 per year	$N/A	N/A%

Name of Dept. & Summary of Services Performed: Miami-Dade Aviation Department – Miami International Airport Terminal Building Lease Agreement dated November 1, 2004 with Miami-Dade County, FL (Lease No. X-002466) for office storage for local Westfield management staff and Sub-tenants.

Litigation Arising out of Contract: None.

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
N/A	$	$	%

Name of Dept. & Summary of Services Performed:

Litigation Arising out of Contract:

_____

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(4)

N/A _____ $_____ $_____ _____%

Name of Dept. _____

& Summary of Services Performed _____

Litigation Arising out of Contract _____

_____

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(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? February 13, 1998

B. 1. Has the Entity ever done business under another name or with another firm? NO (converted to LLC)
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? NO
If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT PURSUANT TO SECTION 2-8.1.5 OF THE MIAMI-DADE COUNTY CODE

I, being duly first sworn, hereby state that the Respondent for this contract:

✓ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code , processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and the expiration date of _____.

☐ had annual gross revenues in excess of $5,000,000 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code, processed and approved for filing with the County DBD. I will contact DBD at 305-375-3111 regarding this condition of award requirement.

☐ had annual gross revenues less than $5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code is not applicable.

☐ has a Board of Directors which is representative of the population make-up of the nation and are exempt from the requirements of Section 2-8.1.5 of the Code. I will contact DBD at 305-375-3111 in order to submit the required exemption request.

DISABILITY NONDISCRIMINATION PURSUANT TO COUNTY RESOLUTION NOS. R-182-00 AND R-385-95,

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

✓_____ The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

FAMILY LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-183-00

Pursuant to County Resolution No. R-183-00, the Entity shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

✓_____ The Entity affirms under oath that the Entity is in compliance with the County's family leave requirements.

DOMESTIC LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-185-00

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

✓_____ The Entity affirms under oath that the Entity is in compliance with the County's domestic leave policy.

CURRENTLY DUE FEES OR TAXES,
PURSUANT TO SECTION 2-8.1 (c)
OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

✓_____ The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

DRUG FREE WORK PLACE
PURSUANT TO SECTION 2-8.1.2 (b)
OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

✓_____ The Entity affirms under oath that it will comply with the County's drug free workplace requirements.

CURRENT IN COUNTY OBLIGATIONS AFFIDAVIT
PURSUANT TO SECTION 2-8.1(h)
OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code, until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

✓_____The Entity affirms under oath that the Entity is current in its obligations to the County.

CODE OF BUSINESS ETHICS AFFIDAVIT
PURSUANT TO SECTION 2-8.1(i)
OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the

requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

✓ The Entity affirms under oath that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

(Signature of Authorized Representative)

Title Vice President – Airports

Date June 1, 2009

STATE OF: MARYLAND

COUNTY OF: MONTGOMERY

The above certifications/verifications were acknowledged before me this 1st day of June, 2009

by Dominic Lowe,
(Authorized Representative)
of Westfield Concession Management, LLC,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

(Signature of Notary)

(Print Name)

Notary Stamp or Seal:

Notary Commission Number: #DD 613385

My Commission Expires: 12-05-2010

SUBCONTRACTOR/SUPPLIER LISTING
PURSUANT TO SECTION 10-34 OF THE CODE

Firm Name of Prime Entity/Respondent: _____ Project No._____

Project Name: _____

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender Race	
Global Noutilus, LLC P.O Box 824675 Pembrook Pines, FL 33082	Marlene Nout	Tenant Coordination	N/A	F	Caucasian
Ken Weeden & Associates, Inc. 3955-A Market Street, Bldg. B Wilmington, NC 28403	Ken Weeden	ACDBE Certification Assistance	N/A	M	African-American

I certify that the certifications contained in this Subcontractor/Subconsultant/Supplier Listing are to the best of my knowledge true and accurate

Prime Entity/Respondent Signature | Dominic Lowe Print Name | Vice President-Airports Print Title | June 1, 2009 Date

(Duplicate if additional space is needed)

SUBCONTRACTING POLICIES STATEMENT PURSUANT TO SECTION 2-8.8(4) OF THE CODE

(Insert Here)

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda Item: 8(A)1(L)

File Number: 091847

Committee(s) of Reference: Board of County Commissioners

Date of Analysis: June 15, 2009

Type of Item: Amendment to Lease and Concession Agreement

Summary

This resolution authorizes the First Amendment to the Lease and Concession Agreement (Agreement) for a Central Terminal Retail Program Developer at Miami International Airport (MIA) between Miami-Dade County and Westfield Concession Management, LLC (Westfield). Additionally, this resolution authorizes waiving formal bid procedures.

This Amendment will allow Westfield to provide a retail, food and beverage and duty free concession marketing program for the North and South Terminals in addition to the current Central Terminal retail concession marketing program.

Currently, Westfield, has been providing marketing and promotional services as part of its Agreement in the Central Terminal.

- *Is Westfield being compensated for their marketing and promotional services that they are currently providing?*

Background and Relevant Legislation

On July 13, 2004, R-842-04, awarded the Agreement to Westfield in order to develop, lease and manage a total of thirty-six (36) locations of high quality, reasonably priced newsstands and specialty retail spaces in the existing terminal building and concourses at MIA. Westfield pays a Minimum Annual Guarantee (MAG) of $1,972,417.

- *According to the Manager's Memorandum, Westfield is responsible for thirty-four (34) locations.*

The term of the Agreement was for five (5) years from the effective date with one two (2) year option to renew. According to MDAD, the Lease effective date was July 13, 2004.

- *According to the Manager's Memorandum, the contract expires in August of 2012.*
- *Does the Amendment extend the expiration date of the contract?*

The ACDBE measure established for this award was 21%. The DBE participation achieved at award was 31.4%.

According to MDAD, the actual ACDBE percentage achievement for the following years has been, FY 2006: 16.7%, FY 2007 22.2%, FY 2008 26.4%, through April 2009 23.9%. The following information was provided by MDAD:

CURRENT TENANTS	ACDBE STATUS
NewsLink	0%
Hudson News	0%
Brookstone	0%
Mindworks	100%
Havana Shirts	0%
Mercado Miami	100%
Borders	0%
Dunkin Donuts	40%
$10 Boutique	0%
Taxco Sterling	100%
Tech Showcase	100%
Bayside brush	100%
Jack Georges	0%
Ron Jon	100%
Jetsetter Spa	100%
Airport Wireless	100%
Airport MD	0%
Bead factory	0%

Policy Change and Implication

The bid waiver allows MDAD to expand the use of the marketing services, that Westfield currently provides in the Central Terminal, for a unified approach to the concessions marketing and promotions program at MIA.

Budgetary Impact

MDAD will pay Westfield a marketing fee of 12% of its direct cost for expanding their current marketing program anticipated to be $35,000 to $75,000 annually. MDAD currently collects approximately $400,000 annually from the Airport's concessionaires for the marketing program.

- *According to MDAD, the 12% fee will not apply to the Central Terminal program as supported by the Westfield sub-tenants. It is intended that Westfield be paid the administrative fee so as to offset the cost of managing a program that has significantly increased in scope.*
- *Is the 12% marketing fee in addition to the $400,000?*
- *Due to the significant increase in scope, should this be part of the County's RFP process?*

Prepared by: Bia Marsellos