

## MEMORANDUM

Agenda Item No. 8(A)(1)

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

**DATE:** December 2, 2025

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving of and authorizing the County Mayor to execute the First Amendment to Amended and Restated Lease and Concession Agreement by and between Miami-Dade County and Duty-Free Americas Miami, LLC ("DFA Miami") at Miami International Airport, revising the terms and conditions of the Amended and Restated Lease and Concession Agreement relating to DFA Miami's financial obligations space to reflect those terms and conditions in DFA Miami's former lease and concession agreement, known as Contract No. 002849, so that DFA Miami pays both the percentage fee and annual rent in addition to the outstanding investment amount of \$4,550,000.00 by June 2027, adhering to the amortization terms of the same; authorizing the County Mayor to execute the same, and to exercise all provisions contained therein, including cancellation, termination and amendment provisions

Resolution No. R-1143-25

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



Geri Bonzon-Keenan  
County Attorney

GBK/ks

# Memorandum



**Date:** December 2, 2025

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

**From:** Daniella Levine Cava *Daniella Levine Cava*  
Mayor

**Subject:** First Amendment to the Amended and Restated Lease and Concession Agreement at Miami International Airport between Miami-Dade County and Duty-Free Americas Miami, LLC

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## **Executive Summary**

Investing in modernization is essential for MIA to remain competitive, meet growing passenger demand, and sustain its position as a top-ranked U.S. airport and the Gateway to Latin America and the Caribbean. Transforming MIA—our County’s largest economic engine—through strategic maintenance, capital improvements, workforce enhancements, and customer service upgrades remains a top priority for this Administration. The *Future-Ready \$9B Modernization in Action (M.I.A.) Program* funds a comprehensive portfolio of projects designed to transform the airport into a state-of-the-art, world-class facility.

In April 2025, the Board of County Commissioners (Board) adopted Resolution No. R-365-25 approving a form Amended and Restated Lease and Concession Agreement (the “form Agreement”) for concessionaires at MIA with existing concession agreements. The Resolution also authorizes the County Mayor or County Mayor’s designee to negotiate with the concessionaires’ *individual form* Agreements that addresses their distinct business models and honors the terms and conditions in their existing concession agreements. By way of these *individual form* Agreements, the County will reach a significant milestone as MIA’s concession locations will be refreshed and renovated with new brands and concepts over a three-year period through private investments from concessionaires. These immediate investments will ensure that the modernization efforts underway at the airport are implemented uniformly with other capital improvements, enhancing both the passenger experience and operational efficiencies.

Under the terms and conditions of the form Agreement, Duty-Free Americas Miami, LLC (DFA Miami), like other MIA concessionaires, is required to pay the greater of annual rental or the percentage fee of gross revenues each month. However, the terms and conditions of DFA Miami’s existing concession agreement, Lease and Concession Agreement No. 002849 (Contract No. 002849) requires DFA Miami to pay both the percentage fee and annual rent. Furthermore, it requires DFA Miami to pay an outstanding investment amount of \$4,550,000.00 by June 2027. These key differences in contractual terms were not captured during the negotiation process and consequently were not addressed in the *individual form* Agreement finalized with DFA Miami. The attached amendment revises the *individual form* Agreement reaffirming DFA Miami’s obligation to pay both the percentage fee and annual rent as stipulated in Contract No. 002849, and requiring DFA Miami to pay the investment amount stipulated in Contract No. 002849 (\$4,550,000.00) by June 2027.

## **Recommendation**

It is recommended that this Board approve the attached resolution approving an amendment entitled: “First Amendment to Restated Lease and Concession Agreement By and Between Miami-Dade County

and Duty-Free Americas Miami, LLC” (First Amendment), which modifies Sub-Article 3.03 of DFA Miami’s *individual form* Agreement by aligning the rent payment terms with those of Contract No. 002849 and requiring that the remaining investment amount of \$4,550,000.00 be paid by June 2027. The First Amendment is attached to this memorandum as Attachment A.

**Scope**

MIA is located primarily within District 6, which is represented by Commissioner Natalie Miliam Orbis, however, the impact of this agenda item is countywide as MIA is a regional asset.

**Delegation of Authority**

The County Mayor or County Mayor’s designee has the authority to exercise all the rights conferred therein in the First Amendment.

**Fiscal Impact/Funding Source**

There is no fiscal impact to the County as the First Amendment solely corrects an administrative oversight by revising certain terms and conditions to align with those in Contract No. 002849.

**Track Record/Monitor**

Miami-Dade Aviation Department (MDAD) Assistant Director of Concessions and Business Development, Sarah Abate will monitor and oversee the First Amendment.

**Background**

On April 1, 2025, in conjunction with the ongoing Modernization In Action Program at MIA that is in the process of repairing and building future-ready infrastructure, Board members approved the form Agreement for MIA concessionaires with existing concession agreements to facilitate the renovation and modernization of the concession locations at MIA.

During the County’s negotiation process of DFA Miami’s *individual form* Agreement, which went into effect on July 14, 2025, the terms and conditions related to rent payments and outstanding investment payments were inadvertently not aligned with those of Contract No. 002849. The First Amendment corrects that error by replacing Sub-Article 3.03, entitled: “Percentage Fee to the Department,” with terms and conditions that require DFA Miami to pay the County both a fixed twenty-nine percent (29%) of gross revenues and the prevailing Class VI Terminal rental rates. These revisions align the rent payment terms in the *individual form* Agreement with those of Contract No. 002849, which expires on September 14, 2029, thereby making sure the County is paid correctly after the *individual form* Agreement goes into effect once Contract No. 002849 expires.

Additionally, as part of Contract No. 002849, DFA Miami is obligated to an investment amount of \$17,000,000.00 between the years 2017 and 2024. Of the committed investment, \$12,450,000.00 was invested and \$4,550,000.00 remains outstanding. DFA Miami did not complete the investment by the due date mostly due to delays caused by the COVID-19 pandemic followed by the negotiation process of the form Agreement. However, DFA Miami is now finalizing the construction documents to invest the remaining balance as stipulated in the First Amendment. All other terms and conditions of the *individual form* Agreement remain unchanged and in full force.

  
\_\_\_\_\_  
Jimmy Morales  
Chief Operating Officer

## ATTACHMENT A

### FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AND CONCESSION AGREEMENT BY AND BETWEEN MIAMI-DADE COUNTY AND DUTY-FREE AMERICAS MIAMI, LLC AT MIAMI INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT (the “Amendment”) to the Amended and Restated Lease and Concession Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between Miami-Dade County acting by and through its Aviation Department (“County”, “Department”, or “MDAD”) and **Duty-Free Americas Miami, LLC** (“Concessionaire”).

**WHEREAS**, by Resolution No. R-365-25 passed and adopted on April 1, 2025, the Board of County Commissioners of Miami-Dade County, Florida, approved the Amended and Restated Lease and Concession Agreement with the Concessionaire, at Miami International Airport; and

**WHEREAS**, the Department desires to clarify contract requirement language relative to “Sub-Article 3.03 Percentage Fee to the Department”; and

**WHEREAS**, this Amendment does not waive Concessionaire’s commitment to complete the remaining capital investment balance of \$4,550,000 from Lease and Concession Agreement No. 002849; and

**WHEREAS**, Concessionaire is required to invest the \$4,550,000 by or before June 2027, and the failure to make such investment by such date, shall be enforced as a default pursuant to the terms of this Amended and Restated Agreement; and

**WHEREAS**, amortization of such investment will be as stipulated pursuant to Lease Agreement No.002849, not as stipulated in the amended restated agreement.

**WHEREAS**, that \$4,550,000 is excluded from the aggregate total to be committed by the Concessionaire in the Amended and Restated Agreement, and may not be counted towards entitlement towards any execution pursuant to Sub-Article 1.01 “TERM” and Sub-Article 4.01 “Improvement to Location(s)” of the Amended and Restated Lease and Concession Agreement,

NOW, THEREFORE, in consideration of the mutual premises and terms and conditions of the Lease and Concession Agreement contained herein, the parties to this First Amendment agree as follows:

- 1. Sub-Article 3.03 “Percentage Fee to the Department”** is hereby deleted and replaced in its entirety.

The Concessionaire shall pay the Department both twenty-nine percent (29%) of Gross Revenues as indicated in Exhibit Q of this Lease and Concession Agreement and the prevailing Class VI Terminal rental rates for the lease of the Location (s). The monthly percentage fee shall be due on the tenth (10<sup>th</sup>) Day of the month following the month during which the monthly gross revenues were received or accrued. Percentage fees are non-taxable.

Monthly Percentage Fee Payments to the Department payable on any unreported Gross Revenues, determined by the annual audit required pursuant to Sub-Article 3.21 "Annual Audit", are considered as having been due on the tenth (10<sup>th</sup>) Day of the month following the month during which the unreported Gross Revenues were received or accrued.

The monthly Percentage Fee payments to the Department shall be suspended for a Location once construction work on such location, as specified on Exhibit P, begins and shall recommence upon the earlier of Beneficial Occupancy of or issuance of a Temporary Certificate of Occupancy for the location. For the purposes of this section, construction work shall not include design or permitting but instead construction activity performed by licensed contractors which prevents use of the location for commercial purposes.

2. In all other respects, the Agreement shall remain in full force and effect in accordance with the terms and conditions specified therein.
3. This Amendment shall become effective as of the date first written above.

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

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

**CONCESSIONAIRE**

**Duty Free Americas Miami, LLC**

(Legal Name of Corporation)

By: \_\_\_\_\_

Authorized Officer - Signature

ATTEST:  
Secretary

(Signature and Seal)

David Taney - General Counsel  
(Type Name & Title)

Name: \_\_\_\_\_

EXECUTIVE CHAIRMAN

(Type Name & Title)

**MIAMI-DADE AVIATION DEPARTMENT**

Approved for Form  
and Legal Sufficiency

By: \_\_\_\_\_

Ralph Cutiè, Director and CEO

\_\_\_\_\_  
Assistant County Attorney



# MEMORANDUM

(Revised)

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

**DATE:** December 2, 2025

**FROM:**   
Glen Bonzon-Keenan  
County Attorney

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

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
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, majority plus one \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) \_\_\_\_, CDMP 9 vote requirement per 2-116.1(4)(c) (2) \_\_\_\_ ) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(A)(1)  
12-2-25

RESOLUTION NO. R-1143-25

RESOLUTION APPROVING OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AND CONCESSION AGREEMENT BY AND BETWEEN MIAMI-DADE COUNTY AND DUTY-FREE AMERICAS MIAMI, LLC ("DFA MIAMI") AT MIAMI INTERNATIONAL AIRPORT, REVISING THE TERMS AND CONDITIONS OF THE AMENDED AND RESTATED LEASE AND CONCESSION AGREEMENT RELATING TO DFA MIAMI'S FINANCIAL OBLIGATIONS SPACE TO REFLECT THOSE TERMS AND CONDITIONS IN DFA MIAMI'S FORMER LEASE AND CONCESSION AGREEMENT, KNOWN AS CONTRACT NO. 002849, SO THAT DFA MIAMI PAYS BOTH THE PERCENTAGE FEE AND ANNUAL RENT IN ADDITION TO THE OUTSTANDING INVESTMENT AMOUNT OF \$4,550,000.00 BY JUNE 2027, ADHERING TO THE AMORTIZATION TERMS OF THE SAME; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING CANCELLATION, TERMINATION AND AMENDMENT PROVISIONS

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's 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:

**Section 1.** Approves the First Amendment to Amended and Restated Lease Concession Agreement By and Between Miami-Dade County and Duty-Free Americas, LLC, at Miami International Airport ("First Amendment") revising the terms and conditions of the Amended and Restated Lease Agreement By and Between Miami-Dade County and Duty-Free



Americas Miami, LLC relating to Duty-Free Americas Miami, LLC's ("DFA Miami") financial obligations to reflect the terms and conditions of DFA Miami's former lease and concession agreement, known as Lease and Concession Agreement No. 002849, so that DFA Miami pays both the percentage and annual rent once the Amended and Restated Lease and Concession Agreement goes into effect on September 14, 2025, in addition to the outstanding investment amount of \$4,550,000.00 by June 2027, adhering to the amortization terms of the same, in substantially the form attached to the accompanying County Mayor's memorandum as Attachment A and made a part of hereto. A complete set of contract documents are on file and available upon request from the Miami-Dade Aviation Department.

**Section 2.** Pursuant to section 2-285 and 2-285.2 of the Miami-Dade County Code, this Board authorizes the County Mayor or County Mayor's designee to exercise the provisions thereof, including the authority to execute the First Amendment and the authority to exercise its termination provisions.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 2<sup>nd</sup> day of December, 2025. 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.

A handwritten signature in dark ink, appearing to read "DMM", is written over a horizontal line.

David M. Murray