

MEMORANDUM

Agenda Item No. 8(A)(2)

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 Retroactive First Amendment to Amended and Restated Lease and Concession Agreement by and between Miami-Dade County and Global Concessions Inc. ("Global") at Miami International Airport, revising the terms and conditions of the amended and restated lease and concession agreement relating to rental payments for support/storage/ administrative space to reflect those terms and conditions in Global's former concession agreement, known as Contract No. 001436, so that such space is included in Global's current rent payment retroactive to July 1, 2025, until September 14, 2029, at which time Global will be required to pay for such space through a separate lease agreement; authorizing the County Mayor to execute the same, and to exercise all provisions contained therein, including cancellation, termination and amendment provisions

Resolution No. R-1144-25

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: Retroactive First Amendment to Amended and Restated Lease and Concession Agreement at Miami International Airport between Miami-Dade County and Global Concessions, Inc.

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, Global Concessions, Inc. (Global), like other MIA concessionaires, is required to pay the prevailing Class VI Terminal rental rates for any support/storage/administrative space associated with their existing locations at MIA through a separate agreement. However, the terms and conditions of Global’s existing concession agreement, Lease Agreement No. 001436 (Contract No. 001436) does not require a separate lease for support/storage/administrative space and their existing rental payments include such space. 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 Global on July 11, 2025. The attached amendment revises the *individual form* Agreement to include Global’s current rental obligations for support/storage/administrative space in its existing rent retroactive to July 11, 2025, until September 14, 2029, thereafter, Global is required to pay rent for such space through a separate agreement.

Recommendation

It is recommended that this Board approve the attached resolution approving an amendment entitled: “Retroactive First Amendment to Amended and Restated Lease and Concession Agreement By and

Between Miami-Dade County and Global Concessions, Inc. at Miami International Airport” (the “First Amendment”), which revises the terms of Global’s *individual form* Agreement to include rent for support/storage/administrative space under Global’s existing rent retroactive to July 11, 2025, until September 14, 2029. 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 Milian 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 and any associated amendments, including, in general, the right to terminate, consent to assignment, or exercise dispute resolution procedures.

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. 001436.

Track Record/Monitor

MDAD’s 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 Global’s *individual form* Agreement, which went into effect on July 11, 2025, the terms and conditions related to rent payments for support/storage/administrative space in their existing location were inadvertently not aligned with those of Contract No. 001436. The First Amendment corrects that error by including Global’s current rental obligations for such space in its existing rent retroactive to July 11, 2025, until September 14, 2029, at which time the form Agreement’s 12-year term commences requiring Global to pay rent for the support/storage spaces through a separate agreement. This revision aligns the rent payment terms for such space in the *individual form* Agreement with those of Contract No. 001436. All other terms and conditions of the *individual form* Agreement remain unchanged and in full force.



Jimmy Morales
Chief Operating Officer

ATTACHMENT A

**RETROACTIVE FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AND
CONCESSION AGREEMENT BY AND BETWEEN MIAMI-DADE COUNTY AND
GLOBAL CONCESSIONS, INC. 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 **Global Concessions, Inc.** ("Concessionaire").

WHEREAS the Board enacted Resolution No. R-365-25, approving the Amended and Restated Lease and Concession Agreement with the Concessionaire, at Miami International Airport.

WHEREAS the Amended and Restated Lease and Concession Agreement requires the Concessionaire to pay the greater of the percentage fee or rent for the Locations; and

WHEREAS, support space is not included in the Location Rent, and is paid for separately and independent of the gross revenues generated by concessionaire; and

WHEREAS the Amended and Restated Lease and Concession Agreement will require the Concessionaire to pay for support space through a separate lease agreement as of the Lease Effective Date.

WHEREAS the Concessionaire currently occupies support spaces critical to their operation at MIA under a lease which does not provide for a separate lease of support space, and immediately requiring the payment of rent for these support spaces was not contemplated in the negotiation of the Amended and Restated Agreement; and

WHEREAS MDAD will continue to retroactively as of July 11, 2025, include the Concessionaires support spaces under the existing rent and not require a separate agreement until the term of the Amended and Restated Lease and Concession Agreement commences on September 14, 2029, at which point Concessionaire shall execute a separate lease for support spaces,

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. **Recitals.** The Recitals to this Amendment are true and correct and are hereby incorporated into this Amendment.
2. **Amendment to the Lease and Concessions Agreement.**
- A. **3.06 ANNUAL RENT:** The Concessionaire shall be required to pay the prevailing Class VI Terminal rental rates of the Location (s), prorated and payable in equal monthly installments in U.S. funds, on the first day of each and every month.

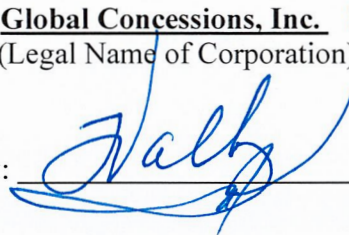
Commencing on September 14, 2029, the Concessionaire shall be required to pay through a separate agreement the prevailing ~~Class VI Rental Terminal~~ rental rates for any Support/Storage Space utilized by concessionaire, inclusive of administrative space. Rents paid for such space shall be through separate agreement as provided for herein; these rents shall be paid pursuant to such agreements irrespective of payment of percentage of gross revenues pursuant to Section 3.03. ~~Payments shall commence on the Beneficial Occupancy date.~~

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement the date and the first year above written.

CONCESSIONAIRE

Global Concessions, Inc.
(Legal Name of Corporation)

By: _____



Authorized Officer - Signature

Name: _____

Felipe A. Valls, Jr.
President
(Type Name & Title)

ATTEST:
Secretary _____


(Signature and Seal)

Nicole Valls, Secretary
(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)(2)

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)(2)
12-2-25

RESOLUTION NO. _____ R-1144-25

RESOLUTION APPROVING OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE RETROACTIVE FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AND CONCESSION AGREEMENT BY AND BETWEEN MIAMI-DADE COUNTY AND GLOBAL CONCESSIONS INC. ("GLOBAL") AT MIAMI INTERNATIONAL AIRPORT, REVISING THE TERMS AND CONDITIONS OF THE AMENDED AND RESTATED LEASE AND CONCESSION AGREEMENT RELATING TO RENTAL PAYMENTS FOR SUPPORT/STORAGE/ADMINISTRATIVE SPACE TO REFLECT THOSE TERMS AND CONDITIONS IN GLOBAL'S FORMER CONCESSION AGREEMENT, KNOWN AS CONTRACT NO. 001436, SO THAT SUCH SPACE IS INCLUDED IN GLOBAL'S CURRENT RENT PAYMENT RETROACTIVE TO JULY 1, 2025, UNTIL SEPTEMBER 14, 2029, AT WHICH TIME GLOBAL WILL BE REQUIRED TO PAY FOR SUCH SPACE THROUGH A SEPARATE LEASE AGREEMENT; 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 Retroactive First Amendment to Amended and Restated Lease Concession Agreement By and Between Miami-Dade County and Global Concessions, Inc. 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 Global Concessions, Inc. relating to rental payments for support/storage/administrative so that such space is included in Global Concession, Inc.'s ("Global") current rental payment retroactive to July 1, 2025, until September 14, 2029, at which time Global will be required to pay for such space through a separate lease agreement, 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	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	aye
Danielle Cohen Higgins	aye	Vicki L. Lopez	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd 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