

**AMENDMENT NO. 2 TO CONCESSION AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
PRODUCTIONS SUD, INC.
FOR MANAGEMENT AND OPERATION OF THE
LINCOLN ROAD ANTIQUE AND COLLECTIBLES MARKET**

This Amendment No. 2 (Amendment) to Concession Agreement, dated April 5, 2021 ("Agreement:), by and between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 (City), and **PRODUCTIONS SUD, INC.**, a corporation established pursuant to the laws of the State of Florida, with offices at 1360 Marseilles Drive, Miami Beach, Florida, 33141 (hereinafter called "Concessionaire"), is entered into this ____ day of _____, 2021 (Effective Date):

RECITALS

WHEREAS, on August 26, 2019, the City issued RFLI 2019 -318-WG for the management and operation of a street market on a portion of a public right-of-way known as Lincoln Road ("Antiques and Collectibles Market"); and

WHEREAS, on September 16, 2020, pursuant to Resolution No. 2020-31401, the Mayor and City Commission accepted the recommendation of the City Manager and approved, pursuant to RFLI 2019-318-WG, a concession agreement between the City and Production Sud, Inc. (Concessionaire") for the management and operation of the Antiques and Collectibles Market; and

WHEREAS, the City and Tenant executed a Concession Agreement ("Agreement") with Concessionaire, for the operation and management of the Antiques and Collectibles Market, said Agreement commencing on October 1, 2020, and expiring on September 30, 2023, with two (2) renewal options, at the City's sole discretion, for an additional two (2) years each; and

WHEREAS, on June 23, 2021, the Mayor and City Commission approved Amendment No. 1 to the Agreement; and

WHEREAS, to address the impact of COVID 19 pandemic on the concessionaire's sales for the 2021 season, the Administration recommends reducing the Minimum Guarantee for the first two years of the agreement to from \$40,000.00 to \$23,000.00.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Concessionaire hereby agree to amend the Agreement as follows:

1. **ABOVE RECITALS.**

The above recitals are true and correct and are incorporated as part of this Amendment.

2. **MODIFICATIONS.**

The Agreement is hereby amended (deleted items ~~struck through~~ and inserted items underlined) as follows:

4. Concession Fees

4.3 Minimum Guarantee (MG).

Notwithstanding the PG payment required pursuant to Subsection 4.2, and in consideration of the City executing this Agreement and granting the rights provided in this Agreement, Concessionaire shall pay to the City a Minimum Guaranteed Annual Concession Fee (MG) of ~~Forty Thousand and 00/100 (\$40,000.00)~~ Twenty-three and 00/100 (\$23,000.00) Dollars for the Initial Term, from October 1, 2021 through September 30, 2022, and shall be paid annually in accordance with Sections 4.2 and 4.3, as applicable. Thereafter, the Minimum Guarantee shall return to \$40,000.00 commencing on October 1, 2022 and continuing through the remainder of the term of the Agreement.

3. **RATIFICATION.**

Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event there is a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael E. Granado, City Clerk

Alina T. Hudak, City Manager

Date

FOR TENANT:

PRODUCTIONS SUD, INC.

ATTEST:

By: _____
Name

President

Print Name

Print Name

Date