

## **EXTENSION AGREEMENT FOR THEATRICAL SERVICES**

**THIS EXTENSION AGREEMENT** made and entered into this \_\_\_\_\_ day of October, 2011, by and between the **CITY OF MIAMI SPRINGS**, a Florida Municipal Corporation, hereinafter referred to as "City", and **PELICAN PLAYHOUSE, INC.**, a Florida Corporation, hereinafter referred to as "Playhouse":

### **WITNESSETH:**

**WHEREAS**, the City and Pelican Playhouse, Inc., ("Playhouse") entered into an Agreement for Theatrical Services on October 26, 2010; and,

**WHEREAS**, the aforesaid Agreement expired on September 30, 2011; and,

**WHEREAS**, the City Council has been advised that the "Playhouse" has requested an extension of one (1) year of the aforesaid Agreement; and,

**WHEREAS**, the City Council approved the granting of the aforesaid one (1) year extension of the subject Agreement at its regular City Council meeting on October 24, 2011, and memorialized its action in this Extension Agreement:

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and the representations made to the City and the City Council, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That the recitals previously contained herein are true and correct.

2. That *the* City of Miami Springs hereby grants to Pelican Playhouse, Inc., an extension of the prior Agreement for Theatrical Services for one (1) year from October 1, 2011 to September 30, 2012, and hereby amends the "Term of Agreement" paragraph contained Page 8 of the prior Agreement accordingly.

3. That the "Services to be provided by Playhouse" paragraph contained on Pages 2-4 of the prior Agreement are hereby modified and supplemented as follows;

- New production schedule and related production information for the one (1) year extension of this Agreement is attached hereto as Exhibit # 1.
- Monthly status reports on all theatrical activities conducted during the preceding month previously provided to the City Recreation Director for inclusion within the City Manager's monthly update reports will now only be provided on January 1, 2012, May 1, 2012, and September 30, 2012 to the City Recreation Director.
- Reports shall be provided to the City Recreation Director of any theatrical productions or other performances that have been denied permission to perform in the Rebeca Sosa Theatre by the Playhouse due to a determination that the rating of "G" would be exceeded by the proposed production or performance. In addition, Playhouse shall provide a copy of the written Notice of Denial to the City Recreation Director to insure that each such notice contains a provision that advises that any denial of permission to perform in the theater is subject to the review of the City Council within thirty (30) days of receipt of the written denial notice from the Playhouse.

4. That a revised and updated "Equipment Schedule" identified as Exhibit # 3 is attached hereto in substitution of Exhibit previously referenced in the "Services to be provided by the City" paragraph contained on Pages 6-7 of the prior Agreement.

5. That the "Payments to Playhouse" paragraph contained on Pages 7-8 of the prior Agreement are hereby modified and supplemented as follows:

- Payments to be made to Playhouse on the following dates

October 1, 2011 - \$5,000

February 1, 2012 - \$5,000

June 1, 2012 - \$5,000

- The City further agrees to disburse to the Playhouse the balance of the five thousand (\$5,000) dollars budgeted in FY 2011-2012 by the City for "Equipment Repairs" that remains unused as of September 30, 2012.

6. That the existing Agreement for Theatrical Services shall, in all other respects, remain in full force and effect and not be otherwise modified, amended, or supplemented except as provided herein.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

**IN WITNESS WHEREOF**, Playhouse and the City have set their hands and seals on the day and year first above written to this Agreement and three counterparts, each of which shall constitute an original.

Witnesses:  
(As to both Signatories)

PELICAN PLAYHOUSE INC.  
A Florida Corporation

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

BY: \_\_\_\_\_  
RALPH WAKEFIELD, President

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

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared RALPH WAKEFIELD, President of PELICAN PLAYHOUSE INC., a Florida Corporation, who being first duly sworn by me, and who produced \_\_\_\_\_ (Driver's License) as identification, and who has signed the foregoing document for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
NOTARY PUBLIC,  
State of Florida at Large

MY COMMISSION EXPIRES:

Witnesses:  
(As to both Signatories)

CITY OF MIAMI SPRINGS  
Florida Municipal Corporation

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

BY: \_\_\_\_\_  
JAMES R. BORGMANN  
City Manager

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

Attest: \_\_\_\_\_  
Magali Valls,  
City Clerk

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared JAMES R. BORGMANN, City Manager of the City of Miami Springs, and MAGALI VALLS, City Clerk of the City of Miami Springs, who being first duly sworn by me, and who produced \_\_\_\_\_ (Driver's License) as identification, and who has signed the foregoing document for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
NOTARY PUBLIC,  
State of Florida at Large

MY COMMISSION EXPIRES:

**Exhibit 1 to Agreement for Theatrical Services**

**October 1, 2011 through September 30, 2012**



**PRODUCTIONS:**

**Minimum of two productions and one summer recital**

**Teach classes in Puppets and Pantomime 10/15/11 – 02/20/12**

**Audition, cast and rehearse**

**February 2012 performance Senior Center (TBA)**

**Theater Production Class No. 1: 10/15/11 - 04/01/12**

**Audition, cast and rehearse production TBA**

**March 30-April 8, 2012 production (Two weekends)**

**Summer Recital: June TBA**

**Audition, cast and rehearse Puppets and Pantomime**

**Actor's Workshop**

**August performance (TBA)**

**Theater Production Class No. 2: July TBA**

**Audition, cast and rehearse "TBA"**

**September 21-30, 2012 production (Two weekends)**

EXHIBIT

Community Center  
 Pelican Playhouse Equipment  
 As of October 20, 2011

Vendor Name	Description	Make	Model #	Serial #	Subtotal
<b>Sterling Productions</b>	Theater Stage				
<b>Mainstage Theatrical Supply, Inc.</b>	Playhouse Curtains-Riggings/Truss		N/A	N/A	12,391.00
"	Playhouse Curtains-Curtains/Track		N/A	N/A	5,746.00
"	Playhouse Curtains-Track		N/A	N/A	17,802.00
<b>Miami Stage Craft, Inc.</b>	ETC Element 250 Channel Lighting Console 19" LCD Monitor		N/A	N/A	
<b>ProjectorPeople.com</b>	Projector, XGA, 5000 LUMENS, 10.8 lbs.		BENSP870	PDT3A02109000	
<b>B&amp;H Photo Electronics</b>	Porta-Com Anchorman 4 Wireless & JVC DVD Player	JVC	N/A	XV-N680BL 124R0539	
<b>Jaiba Cabinets</b>	Cabinets		N/A	N/A	
<b>Mity-Lite</b>	Mesh Floding Chairs-Black Plastic Frame & Tree Cart		N/A	N/A	
<b>My cable Mart</b>	Cables & Wires for Speaker		N/A	N/A	
<b>Parts Express</b>	Ceiling Speakers and Amplifiers		N/A	N/A	
<b>Guitar Center</b>	Channel Mixer	Soundcraft	LX7II	N/A	2,070.00
"	EW112 Wireless Mics (6)	Lavalier	503169	N/A	3,240.00
"	EW112 Wireless Mics (6)	Sennheiser	503172	N/A	3,240.00
"	Active Antenna Splitter	Sennheiser	G30MNIKIT8	N/A	1,350.00
"	1N Active Antenna Splitter (3)	Sennheiser	ASA	N/A	1,560.00
"	Other Accessories, cables, racks, etc.		N/A	N/A	5,304.00
<b>Acoustical Components</b>	Installation of Audio & Video Equip & Misc. Hardware&cables		N/A	N/A	
<b>Link Group Built In Items</b>	Enclosure/DMX/plus Link Group markup (15%)		N/A	N/A	
<b>Acoustic Sonic, Inc.</b>	Acoustic Panels for the Pelican Playhouse				
<b>Miami Stagecraft, Inc.</b>	IFR 220Z Encore Black Velour Curtain 19' 6"High x 13 Wide				

Grand Total

