

ATTACHMENT COVER SHEET

Meeting Date: August 20, 2007

Item: Consideration of the Ninth Amendment to the Professional Services Agreement with Stephen Whipple for Farmers' Market Management Services.

Attachments:	Pages
1. Ninth Amendment to Contract RA 97-06	1-2
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3. Chart of Farmer's Market manager salaries in other cities	4
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NINTH AMENDMENT TO AGREEMENT NO. RA97-06
BETWEEN THE
CULVER CITY REDEVELOPMENT AGENCY AND
STEPHEN WHIPPLE
FOR FARMERS' MARKET MANAGEMENT SERVICES

THIS NINTH AMENDMENT is made and entered into by and between the CULVER CITY REDEVELOPMENT AGENCY, hereinafter referred to as "Agency", and STEPHEN WHIPPLE, a sole proprietorship, hereinafter referred to as "Contractor".

WHEREAS, on July 15, 1996, Contractor and Agency entered into Agreement No. RA97-06 for farmers' market management services (the "Agreement");

WHEREAS, on June 2, 1997, the Agency approved an amendment to the Agreement to extend the term of the contract and to increase the hourly rate (the "First Amendment");

WHEREAS, on June 15, 1998, the Agency approved a Second Amendment to the Agreement to extend the term of the contract, to increase the hourly rate as stated in the First Amendment and to include a provision allowing Contractor the right to terminate the Agreement (the "Second Amendment"); and

WHEREAS, on June 21, 1999, the Agency approved a Third Amendment to the Agreement extending the term and amending the provision allowing Contractor the right to terminate (the "Third Amendment"); and

WHEREAS, on June 19, 2000, the Agency approved a Fourth Amendment to the Agreement extending the term of the contract and increasing the hourly rate (the "Fourth Amendment"); and

WHEREAS, on June 18, 2001, the Agency approved a Fifth Amendment to the Agreement extending the term of the contract (the "Fifth Amendment"); and

WHEREAS, on hereinafter the term "Agreement" shall mean collectively, the Agreement, the First, Second, Third, Fourth and Fifth Amendments;

WHEREAS, on June 17, 2002, the Agency approved the Sixth Amendment to the Agreement extending the term of the contract and increasing the hourly rate (the "Sixth Amendment"); and

WHEREAS, on November 17, 2003, the Agency approved the Seventh Amendment to the Agreement extending the term of the contract and increasing the hourly rate (the "Seventh Amendment").

WHEREAS, on November 17, 2005 the Agency approved the Eighth Amendment to the Agreement extending the term of the contract and increasing the hourly rate (the "Eighth Amendment").

NOW, THEREFORE, Agency and Contractor hereby agree to amend the Agreement as follows:

1. Paragraph 2 of the Agreement is amended to read as follows: "The term of this Agreement shall be from the effective July 1, 2007, and shall end June 30, 2009, or when the total amount of the contract has been expended, or when notice is given to terminate pursuant to Paragraph 22 of this Agreement."
2. Exhibit B Schedule of Compensation, Paragraph A is amended to read as follows: "Payment for all work performed by Stephen Whipple pursuant to the terms of the Ninth Amendment shall be made at the hourly rate of \$30.00, for a maximum of 25 hours per week, plus expenses as approved by the Assistant Executive Director."
3. Exhibit B Schedule of Compensation, Paragraph D is amended to read as follows: "Notwithstanding the foregoing, Stephen Whipple shall complete all the work and tasks performed pursuant to the Ninth Amendment for a total amount of \$39,000 per fiscal year and \$78,000 for the term of this agreement, and pursuant to the Agreement for a total amount of \$243,101 plus expenses as approved by the Assistant Executive Director."
6. Except as expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.
7. The effective date of this Ninth Amendment is the date it is signed on behalf of the Agency.

STEPHEN WHIPPLE

Dated: _____

CULVER CITY REDEVELOPMENT AGENCY

Dated: _____

By: _____
Jerry Fulwood, City Manager and Executive Director

APPROVED AS TO FORM:
KANE, BALLMER & BERKMAN

By: _____
Agency General Counsel

Culver City Farmers' Market

PO Box 507 Culver City, CA 90232

310. 253. 5775 fx 310. 253. 5779

07-02-07

Dear Ms. Gishri,
Culver City Redevelopment Agency
P. O. Box 507
Culver City, CA 90232-5779

Dear Ms. Gishri

I am expressing interest in renewing my contract with the City of Culver City to manage the Farmers' Market. I have enjoyed my work with the Farmers' Market project and hope to continue overseeing weekly operations.

The market itself continues to prosper on Downtown's Main Street and has received several flattering media acknowledgements this past year. I estimate attendance this summer to be approximately one thousand people weekly. Our diverse group of customers is able to shop at the market as well as enjoy the many exciting, new destinations in Downtown. The market's popularity encourages me to consider ways to better adapt and refine operations to fit in with the Downtown area.

I am contacting other farmers' market operators to find out what is offered as compensation for management services. I will forward you this information.

Sincerely,

Steve Whipple
Culver City Farmers Market

FARMERS' MARKET MANAGER SALARY COMPARISON

Southern California Farmers' Markets

Torrance Farmers' Market Manager
\$33.50 hourly, fulltime employee with full benefits

Beverly Hills Farmers' Market Manager
\$30.00 hourly, fulltime employee with benefits

Burbank Farmer's Market Manager
\$32.00 hourly, part-time employee

Westwood Village Farmers' Market
\$30.00 hourly, 25-30 hours per week

CULVER CITY FARMERS' MARKET 2006-07						
CASH RECEIPTS						
MARKET DATE	FARMERS/ VENDORS	TOTAL SALES	DUE CCFM	VENDOR FEE	DUE TO CA DOA	DATE PAID
07/04/06	No market					
07/11/06	56	\$30,849.75	\$2,714.23	\$201.60	\$33.60	
07/18/06	58	\$30,205.75	\$2,701.06	\$208.80	\$34.80	
07/25/06	53	\$27,561.00	\$2,476.17	\$190.80	\$31.80	
JUL TOTAL (4)		\$88,616.50	\$7,891.46	\$601.20	\$100.20	
08/01/06	56	\$29,235.00	\$2,619.85	\$201.60	\$33.60	
08/08/06	58	\$28,860.00	\$2,557.94	\$208.80	\$34.80	
08/15/06	58	\$29,988.00	\$2,625.21	\$212.40	\$34.80	
08/22/06	58	\$30,413.00	\$2,729.83	\$208.80	\$34.80	
08/29/06	57	\$28,952.00	\$2,616.51	\$205.20	\$34.20	
		\$147,448.00	\$13,149.34	\$1,036.80	\$172.20	
09/05/06	57	\$25,271.00	\$2,325.99	\$205.20	\$34.20	
09/12/06	58	\$29,120.00	\$2,619.44	\$208.80	\$34.80	
09/19/06	58	\$29,144.00	\$2,643.31	\$208.80	\$34.80	
09/26/06	59	\$27,523.00	\$2,492.54	\$212.40	\$35.40	
SEP TOTAL (4)		\$111,058.00	\$10,081.28	\$835.20	\$139.20	
10/03/06	57	\$28,201.00	\$2,540.65	\$205.20	\$34.20	
10/10/06	57	\$26,514.00	\$2,438.97	\$205.20	\$34.20	
10/17/06	57	\$27,617.00	\$2,525.93	\$205.20	\$34.20	
10/24/06	54	\$24,780.00	\$2,267.57	\$194.40	\$32.40	
10/31/06	52	\$20,359.00	\$1,908.39	\$187.20	\$31.20	
OCT TOTAL (4)		\$127,471.00	\$11,681.51	\$810.00	\$135.00	
11/07/06	54	\$23,550.50	\$2,167.22	\$194.40	\$32.40	
11/14/06	53	\$22,709.30	\$2,100.70	\$190.80	\$31.80	
11/21/06	54	\$28,024.00	\$2,512.56	\$194.40	\$32.40	
11/28/06	56	\$22,522.00	\$2,112.49	\$201.60	\$33.60	
NOV TOTAL (5)		\$96,805.80	\$8,892.97	\$781.20	\$130.20	
12/05/06	53	\$20,850.50	\$2,000.02	\$190.80	\$31.80	
12/12/06				\$0.00	\$0.00	
12/19/06				\$0.00	\$0.00	
12/26/06				\$0.00	\$0.00	
DEC TOTAL (3)		\$20,850.50	\$2,000.02	\$190.80	\$31.80	
Oct - Dec 2006						

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CULVER CITY FARMERS' MARKET 2006-07						
CASH RECEIPTS						
MARKET DATE	FARMERS/ VENDORS	TOTAL SALES	DUE CCFM	VENDOR FEE	DUE TO CA DOA	DATE PAID
JAN TOTAL (4)		\$0.00		\$0.00	\$0.00	
FEB TOTAL (4)		\$0.00	\$0.00	\$0.00	\$0.00	
MAR TOTAL (5)		\$0.00	\$0.00	\$0.00	\$0.00	
APR TOTAL (4)		\$0.00	\$0.00	\$0.00	\$0.00	
MAY TOTAL (4)		\$0.00	\$0.00	\$0.00	\$0.00	
JUNE TOTAL (4)		\$0.00	\$0.00	\$0.00	\$0.00	
YTD TOTAL		\$592,249.80	\$53,696.58	\$4,255.20	\$708.60	