

MEETING DATE: June 13, 2011

AGENDA ITEM: Consideration of a Eleventh Amendment to the Professional Services Agreement with Stephen Whipple for Farmers' Market Management Services.

ATTACHMENTS

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1. Draft of Eleventh Amendment to Contract RA 97-06	1-3
2. Comparison Chart of Farmer's Market manager compensation in other cities	4

ATTACHMENT 1

ELEVENTH AMENDMENT TO AGREEMENT NO. RA97-06
BETWEEN THE
CULVER CITY REDEVELOPMENT AGENCY AND
STEPHEN WHIPPLE
FOR FARMERS' MARKET MANAGEMENT SERVICES

THIS ELEVENTH 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").

WHEREAS, on August 20, 2007 the Agency approved the Ninth Amendment to the Agreement extending the term of the contract and increasing the hourly rate (the "Eighth Amendment").

WHEREAS, on August 3, 2009 the Agency approved the Tenth Amendment to the Agreement extending the term of the contract, increasing the responsibilities and the hourly rate (the "Tenth Amendment").

WHEREAS, on hereinafter the term "Agreement" shall mean collectively, the Agreement, the First, Second, Third, Fourth, Fifth, Six, Seventh, Eighth, Ninth, and Tenth Amendments;

WHEREAS, on June 13, 2011, the Agency approved the Eleventh Amendment to the Agreement extending the term of the contract (the "Eleventh 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 date of July 1, 2011, and shall end June 30, 2013, 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 D is amended to read as follows: "Notwithstanding the foregoing, Stephen Whipple shall complete all the work and tasks performed pursuant to the Tenth Amendment for a total amount of \$56,160 per fiscal year and \$112,320 for the term of this agreement, and pursuant to the Agreement for a total amount of \$467,741 plus expenses as approved by the Agency's Executive Director."
3. Except as expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.
4. The effective date of this Eleventh Amendment is the date it is signed on behalf of the Agency.

STEPHEN WHIPPLE

Dated: _____

By _____
Contractor

CULVER CITY REDEVELOPMENT AGENCY

Dated: _____

By: _____
John Nachbar, City Manager and Executive Director

APPROVED AS TO FORM:
KANE, BALLMER & BERKMAN

By: _____
Agency General Counsel

ATTACHMENT 2

Farmers' Market Manager Compensation Comparison

MARKET NAME	MONETARY COMPENSATION	BENEFITS/ OTHER COMPENSATION
Culver City CFM (Stephen Whipple)	\$41,600 maximum annual compensation (maximum 25 hours per week.)	None
Beverly Hills CFM	\$63,000 as a salaried City employee (based on a 40 hour week)	Comprehensive benefit package: health/dental, vacation, retirement pension
Mar Vista CFM	\$67,600 fixed income, plus performance incentives	Personal liability insurance provided by Sponsor; travel and training costs.
Santa Monica CFM (Pico)	\$60,000 as a salaried City employee (based on a 40 hour week)	Comprehensive benefit package: health/dental, vacation, retirement pension
Playa Vista CFM	Fixed annual payment to Playa Vista: \$37,500; remaining revenue retained by Manager/ Operator for costs and compensation: \$62,500 in 2010	Manager/Operator controls budget; benefits and other compensation determined by Manager/Operator
Venice CFM	30% of gross revenue goes to various Venice community organizations. 70% retained by Manager /Operator	Manager controls operating budget; training, travel and other market related costs associated with Market