

ATTACHMENT COVER SHEET

Meeting Date: August 20, 2007

Item: Consideration of the First Amendment to the Professional Services Agreement with Jack Luckey for Farmers' Market Manager Assistant Services.

Attachments:	Pages
1. Second Amendment to Contract RA 03-70	1-2
2. Chart of Farmer's Market Manager Assistant salaries in other cities	3

SECOND AMENDMENT TO AGREEMENT NO. RA03-70
BETWEEN THE
CULVER CITY REDEVELOPMENT AGENCY AND
JACK LUCKEY
FOR FARMERS' MARKET MANAGEMENT ASSISTANT SERVICES

THIS SECOND 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 March 23, 2004, Contractor and Agency entered into Agreement No. RA03-70 for farmers' market management assistant services (the "Agreement");

WHEREAS, on November 17, 2005, the Agency approved the First Amendment extending the term of this agreement;

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 Jack Luckey pursuant to the terms of the Second Amendment shall be made at the hourly rate of \$12.00, for a maximum of 10 hours per week, plus expenses as approved by the Agency's Executive Director."
3. Exhibit B Schedule of Compensation, Paragraph D is amended to read as follows: "Notwithstanding the foregoing, Jack Luckey shall complete all the work and tasks performed pursuant to the Second Amendment for a total amount of \$6,240 per fiscal year and \$12,480 for the term of this agreement, and pursuant to the Agreement for a total amount of \$32,879 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 Second Amendment is the date it is signed on behalf of the Agency.

JACK LUCKEY

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

Salary Comparison Farmers' Market Manager Assistants

Torrance Farmers' Market Assistants
\$12.00 hourly

Beverly Hills Farmers' Market Assistants
\$10 -15.00 hourly

Burbank Farmer's Market Assistants
\$10-15.00 hourly

Westwood Village Farmers' Market Assistants
\$12 - \$15.00 hourly, fulltime as salary