

4.2

**MOU Second Amendment**

The parties to this Agreement are Chabot College ("Lead Agency") and the City of Union City ("Contractor"), jointly referred herein as "Parties" regarding subcontracting services for the Employment Plus II (EPII) Programs for High Risk Youth that will serve 55 connected and disconnected youth in the Tri-Cities area.

Whereas, Chabot College, the Lead Agency, has received grant funds through a contract from the Alameda County Workforce Investment Board ("WIB") pursuant to the Workforce Investment Act of 1998; and

Whereas, Lead Agency wishes to expend these grant funds to provide an EPII Program; and

Whereas, Lead Agency will utilize these funds to reimburse Union City, the Contractor, for the appropriate staffing of the EPII Program;

Now, therefore, the Parties agree as follows to a **SECOND AMENDMENT** to the original MOU that was signed July 15, 2011:

**1. STATEMENT OF SERVICES TO BE PERFORMED**

The services to be performed by the Contractor under this Agreement are as described in Attachment A, which is fully incorporated by reference herein.

**2. PAYMENT FOR SERVICES TO BE PERFORMED (AMENDMENT)**

The Lead Agency agrees to pay up to the total sum of **\$143,950** (An increase of **\$20,000** from \$123,950 amended MOU) to the Contractor for the services to be performed as described in Attachment A. This will cover augmentation of benefits for Project Specialist, Minyon Corcuchia, starting July 1, 2012. No increase in salary will occur as a result of the enhanced benefits for the above referenced Project Specialist. Upon receipt of a signed agreement, the Contractor may invoice the Lead Agency in accordance with Attachment A. The invoices must reference the Agreement number and be signed by the Contractor's chief financial officer or designee.

**3. AMENDMENT**

This is the entire Agreement between the parties and can be modified only by a written amendment signed by all of the Parties. The following is an amendment to the original MOU that was signed July 15, 2011. The program has reached maximum capacity, the client work load has increased, and the Project Specialist has earned the enhanced benefits funded by this amendment. The Lead Agency agrees to reimburse the Contractor for the increase in benefits for Project Specialist, Minyon Corcuchia.

**13. NOTICE**

Any notice requirement to be given under this Agreement shall be deemed sufficient if deposited in the United States mail, with proper postage affixed, and addressed to the appropriate party at the address appearing below.

City of Union City  
34009 Alvarado-Niles Road  
Union City, CA 94587  
(510) 675.5394

Chabot College  
25555 Hesperian Blvd.  
Hayward, CA 94545  
(510) 723-6600

X \_\_\_\_\_  
Larry Cheeves  
City Manager

X \_\_\_\_\_  
Susan Sperling, Ph.D.  
President

Attest

X \_\_\_\_\_  
Renee Elliott, City Clerk

X \_\_\_\_\_  
Lorenzo Legaspi  
Vice Chancellor Business Services

Approved as to Form

X \_\_\_\_\_  
Benjamin T. Reyes II, City Attorney

As of 6/26/12

**PROJECT SPECIALIST**  
**FRINGE BENEFIT ESTIMATE - 80 HRS/PAY PERIOD**  
**(GRANT EXPENSE)**

	MONTHLY	% of GROSS SALARY	% OF BASE SALARY	ANNUAL
<b>SALARY</b>	<b>\$ 4,279.00</b>	<b>100.00%</b>		<b>\$ 51,348.00</b>
<b>GROSS SALARY</b>	<b>\$ 4,279.00</b>	<b>100.00%</b>	<b>0.00%</b>	<b>\$ 51,348.00</b>
<b>MEDICARE TAX @ 1.45%</b>	<b>62.05</b>	<b>1.45%</b>	<b>1.45%</b>	<b>744.55</b>
<b>PERS @</b>				
7% EPMC	299.53	7.00%	7.00%	3,594.36
7% TX DEF EPMC	20.97	0.49%	0.49%	251.61
17.78% CITY CONTRIBUTION	760.72	17.78%	17.78%	9,128.65
2.2150% PERS POB	94.78	2.22%	2.22%	1,137.36
<b>PERS RETIREMENT TOTAL</b>	<b>876.47</b>	<b>27.48%</b>	<b>27.48%</b>	<b>14,111.97</b>
<b>WORKER'S COMP @ \$6.54/\$100 WAGES</b>	<b>279.85</b>	<b>6.54%</b>	<b>6.54%</b>	<b>3,358.16</b>
<b>HEALTH BENEFITS</b>	1,447.00		33.82%	17,364.00
<b>DENTAL BENEFITS</b>	-		0.00%	-
<b>VISION SERVICE PLAN</b>	-		0.00%	-
<b>STD INSURANCE</b>	12.50		0.29%	150.00
<b>LTD INSURANCE</b>	-		0.00%	0.00
<b>LIFE INSURANCE</b>	5.50		0.13%	66.00
<b>TOTAL MEDICAL &amp; INSURANCE BENEFITS</b>	<b>1,465.00</b>		<b>34.24%</b>	<b>17,580.00</b>
<b>TOTAL CITY COST</b>	<b>\$ 6,962.36</b>		<b>69.71%</b>	<b>\$ 87,142.68</b>

Hourly Rate: \$24.68

7% EPMC not included in Total City Cost. This is paid by the employee and reimbursed to the City.  
Employee is at the 2% @ 60 retirement formula.

REPRESENTATION: NONE