

**SECOND AMENDMENT TO AGREEMENT**

This Amendment of the Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") KEVIN W. HARPER CPA AND ASSOCIATES, (a sole proprietor/individual) whose address is 20885 REDWOOD ROAD #202, CASTRO VALLEY, CA 94546, (hereinafter "Provider"), is made with reference to the following:

RECITALS:

A. On 16th day of April 2020, an agreement was entered into by and between City and KEVIN W. HARPER CPA AND ASSOCIATES (hereinafter "Agreement") with compensation not to exceed \$50,000.

B. On November 3, 2020 the City Amended the Agreement, (hereinafter "First Amendment") with compensation not to exceed \$74,499.

C. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 1(Term) of the agreement is modified to read as follows:  
The term of this Agreement shall commence on the 16th day of April 2020, and shall terminate on July 15, 2021.

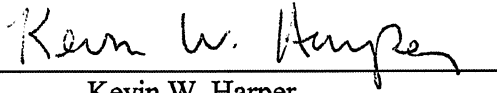
2. Paragraph 3b (Compensation to Contractor) of the Agreement is modified to read as follows:  
Compensation for work under this amendment will not exceed \$25,000  
Compensation for work under this agreement shall not exceed \$99,499

3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

*Signatures on following page*

KEVIN HARPER CPA & ASSOCIATES  
A California sole proprietor



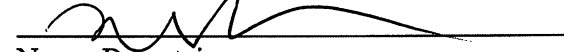
Kevin W. Harper  
Managing Partner

CITY OF ALAMEDA  
A Municipal Corporation

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Eric J. Levitt  
City Manager

RECOMMENDED FOR APPROVAL:



Nancy Bronstein  
Human Resource Director

APPROVED AS TO FORM:

City Attorney



Montague Hung  
Deputy City Attorney




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/09/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  FRANK BLISS, CLU ChFC 0682281 1700 SOLANO AVE STE A BERKELEY CA 94707		<b>CONTACT NAME:</b> FRANK BLISS <b>PHONE (A/C, No, Ext):</b> 510-527-2000 <b>FAX (A/C, No):</b> 510-527-2418 <b>E-MAIL ADDRESS:</b> FRANK@FRANKBLISS.ORG													
<b>INSURED</b> HARPER, KEVIN W DBA KEVIN W HARPER CPA 461 2ND ST APT C302 SAN FRANCISCO CA 94107-4159		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td><b>INSURER A:</b> State Farm General Insurance Company</td><td><b>NAIC #</b> 25151</td></tr><tr><td><b>INSURER B:</b> State Farm Mutual Automobile Insurance Company</td><td><b>25178</b></td></tr><tr><td><b>INSURER C:</b> State Farm Fire and Casualty Company</td><td><b>25143</b></td></tr><tr><td><b>INSURER D:</b></td><td></td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>		<b>INSURER A:</b> State Farm General Insurance Company	<b>NAIC #</b> 25151	<b>INSURER B:</b> State Farm Mutual Automobile Insurance Company	<b>25178</b>	<b>INSURER C:</b> State Farm Fire and Casualty Company	<b>25143</b>	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>															
<b>INSURER F:</b>															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	97-CL-B611-7	06/29/2020	06/29/2021	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
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PRODUCTS - COMP/OP AGG	\$ 4,000,000																				
	\$																				
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	027 0718-D10-050	10/10/2020	04/10/2021	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
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AGGREGATE	\$																				
	\$																				
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A		97-C5-U400-6	09/25/2020	09/25/2021	<table border="1"><tr><td><input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers

OK 10/11/20  
LC

## CERTIFICATE HOLDER

## CANCELLATION

Additional Insured: City of Alameda Att'n: Nancy Bronstein, Interim Finance Director 2263 Santa Clara Avenue Alameda CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4786.1 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS  
(Scheduled)**

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This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**SCHEDULE**

**Policy Number:** 97-CL-B611-7

**Named Insured:**

HARPER, KEVIN W  
DBA KEVIN W HARPER CPA  
461 2ND ST APT C302  
SAN FRANCISCO CA 94107-4159

**Name And Address Of Additional Insured Person Or Organization:**

CITY OF ALAMEDA, ITS CITY COUNCIL, BOARDS, COMMISSIONS, OFFICIALS,  
EMPLOYEES AND VOLUNTEERS  
2263 SANTA CLARA AVE  
ALAMEDA CA 94501

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:
    - a. **Ongoing Operations**
      - (1) Your acts or omissions; or
      - (2) The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for that additional insured; or
    - b. **Products – Completed Operations**

"Your work" performed for that additional insured and included in the "products-completed operations hazard".

However, Paragraph 1. above is subject to the following:
      - a. The insurance afforded to the additional insured only applies to the extent permitted by law;
    - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
    - c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:
      - (1) Is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or
      - (2) You are required by contract or agreement to provide for such additional insured.
- We have no duty to defend or indemnify the additional insured under this endorsement until a claim or "suit" is tendered to us.

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

3. With respect to the insurance afforded to the additional insured, the following is added to **SECTION II — LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured will be the lesser of the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph 3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of SECTION II — GENERAL CONDITIONS:**

The additional insured must:

- a. See to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense;

b. Tender the defense and indemnity of any claim or "suit" to us and to all other insurers who may have insurance potentially available to the additional insured; and

c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under **SECTION II — LIABILITY.**

5. With respect to the insurance afforded the additional insured, the following replaces **SECTION II — LIABILITY** of Paragraph 7. **Other Insurance of SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**

- a. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.
- b. Regardless of any agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CMP-4787 WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST  
OTHERS TO US**

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This endorsement modifies insurance provided under the following:  
**BUSINESSOWNERS COVERAGE FORM**

**SCHEDULE**

**Policy Number:** 97-CL-B611-7

**Named Insured:**

HARPER, KEVIN W  
DBA KEVIN W HARPER CPA  
461 2ND ST APT C302  
SAN FRANCISCO CA 94107-4159

**Name And Address Of Person Or Organization:**

CITY OF ALAMEDA, ITS CITY COUNCIL, BOARDS, COMMISSIONS, OFFICIALS,  
EMPLOYEES AND VOLUNTEERS  
2263 SANTA CLARA AVE  
ALAMEDA CA 94501

The following is added to Paragraph 10.b. of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

**CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE**

DATE: 02/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.

THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY LISTED BELOW.

**NAMED INSURED:**Kevin W Harper CPA & Associates  
20885 Redwood Rd Ste 202  
Castro Valley, CA 94546**CERTIFICATE HOLDER:**City of Alameda  
ATTN: Nancy Bronstein, Interim Finance Director  
2263 Santa Clara Ave  
Alameda, CA 94501

IF THE DESCRIBED POLICY IS CANCELLED BEFORE ITS EXPIRATION DATE CPA MUTUAL INSURANCE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON CPA MUTUAL INSURANCE, ITS AGENTS OR REPRESENTATIVES COVERAGES.

THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

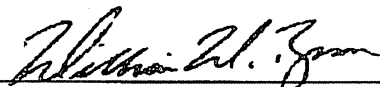
TYPE OF INSURANCE:	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	RETROACTIVE DATE	LIMIT OF LIABILITY
ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE	APLP11499-12	1/1/2020	1/1/2021	1/29/2001	EACH CLAIM \$1,000,000 AGGREGATE \$2,000,000
LIABILITY					
CLAIMS MADE					

DEDUCTIBLE: \$10,000  
PER CLAIM

ENDORSEMENTS SHOWN UNDER ITEM 8 OF THE DECLARATION AT INCEPTION:

SEE ATTACHED NOTICE TO CPA MUTUAL POLICY HOLDERS AND  
CERTIFICATE HOLDERS

AGENCY OFFICE LOCATED:

**CPA MUTUAL INSURANCE**4923 NW 43 St. Ste C,  
Gainesville, FL 32606AUTHORIZED REPRESENTATIVE  
CPA MUTUAL INS COMPANY OF AMERICA, RRG

## **NOTICE TO CPA MUTUAL POLICY HOLDERS AND CERTIFICATE HOLDERS:**

Due to wording in CPA Mutual's Accountants Professional Liability Policy, we cannot add other entities/Certificate Holders as an Additional Insured(s). One reason is because of an exclusion for "Insured versus Insured", found on Page 6, under IV. EXCLUSIONS - "This Policy does not apply to: B. any Claim based by one Named Insured under this Policy against another Named Insured under this Policy;" This exclusion also applies to Additional Insured(s).

If we named these entities as an Additional Insured(s), this might actually limit their potential recovery for any damages resulting from your firm's alleged malpractice. Adding Additional Insureds under other lines of insurance such as General Liability or Workers Comp is commonplace, but not for Accountants Professional Liability.