CFDA#: 93.043, 93.044, 93.045, 93.052 (ARP)
DUNS#: 169167202

CONTRACT AMENDMENT A

This CONTRACT AMENDMENT is made and entered into between KITSAP COUNTY, a municipal corporation, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "COUNTY", and Kitsap Public Health District (KPHD), having its principal office at 345 6th Street, Suite 300 Bremerton, WA 98337-1866.

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-244-22, and executed on July 22, 2022, shall be amended as follows:

In consideration of the terms and conditions of this Contract, the parties agree as follows:

- Section 1: Term and Effective Date of Contract shall be amended as follows: The Contract will be effective on March 1, 2022 and the termination date is extended from December 31, 2022 to June 30, 2023. In no event will the Contract become effective unless and until it is approved and executed.
- 2. ATTACHMENT B: Statement of Work shall be amended to add the following: The contractor will assist with developing a community survey to be used with the Kitsap Aging & Long Term Care Area Plan planning process. The contractor will post the community survey, compile results, create graphs, and associated work related to the interpretation of the survey results.
- **3. ATTACHMENT C: Budget Summary** shall be amended as follows: The contract revenue will increase by \$1,730, from \$10,000 to a new contract total \$11,730. The total amount payable under the contract, by the County to the Contactor in no event will exceed \$11,730. This section is replaced in its entirety.

This amendment shall be effective upon execution.

CONTRACTOR
KITSAP PUBLIC HEALTH DISTRICT

Keith Grellner

Keith Grellner, Administrator

Jan 5, 2023

KITSAP COUNTY, WASHINGTON

Doug Washburn,

Human Services Department Director

ATTACHMENT C: BUDGET SUMMARY

Payment amount and schedule is set forth below.

March 1, 2022- June 30, 2023

Program/Funding Source		Total	March 2022		oril-June 2022	ily- Sept 2022	_	ct-Dec 2022	Ja	n-March 2023	il-June 023
ARP (COVID MDD flexibility)	\$	11,730	\$ 1,000	5	3,000	\$ 3,000	\$	3,000	\$	865	\$ 865
Match- NA	+			-					_	-	
Total Project	\$	11,730	\$ 1,000	5	3,000	\$ 3,000	\$	3,000	s	865	\$ 865

Funding Source	CFDA#	Amount
	93.043,	
ARP (COVID MDD Flex)	93.044,	611 720
	93.045,	\$11,730
	93.052	

Any cumulative amount of transfers among the Approved Summary Budget(s) direct cost subject categories, which exceeds five percent (5%) of the total object category budget for any funding source, will require a contract amendment.

Enduris

EVIDENCE OF COVERAGE

INSURED/PARTICIPANT:

Kitsap Public Health District 345 6th St, Suite 300 Bremerton, WA 98337

CERTIFICATE HOLDER:

Kitsap County 614 Division Street Port Orchard, WA 98366 MEMORANDUM#: 2023-00-012

EFFECTIVE: September 1, 2022 through August 31, 2023

This is to certify that the Memorandum of Coverage has been issued to the Insured/Participant for the period indicated.

The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COVERAGE:	PER OCCURRENCE LIMIT	AGGREGATE LIMIT
COMPREHENSIVE GENERAL LIABILITY	\$1,000,000	\$2,000,000
Professional Liability	\$1,000,000	\$2,000,000
Personal Liability	\$1,000,000	\$2,000,000
Products – Complete Operation	\$1,000,000	\$2,000,000
AUTO LIABILITY	\$1,000,000	\$2,000,000
Combined Single Limit; Hired and Non-Owned; Temporary Substitute	\$1,000,000	\$2,000,000
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	N/A	N/A
Per Occurrence Aggregate	N/A	N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY		
Property	N/A	N/A
Mobile Equipment		
AUTOMOBILE PHYSICAL DAMAGE	N/A	N/A
OTHER COVERAGE: EMPLOYER'S LIABILITY (STOP GAP)	\$1,000,000	\$1,000,000

CANCELLATION:

Should any of the above described coverage be cancelled before the expiration date of thereof. Notice will be delivered in accordance with the provisions of the MOC.

MEMO:

Evidence of Member Coverage to Contracted Party

Reference: Contract No. KC-244-22

Authorized Representative

August 8, 2022





Contracted Party Notice

Enduris Washington is a joint self-insurance program for public entities authorized by RCW 48.62.

Under RCW 48.62.061, the state risk manager shall adopt rules governing the management and operation of both individual and joint local government self-insurance programs covering property or liability risks. The rules are contained in the Washington Administrative Code (WAC) 200-100 and summarized as follows:

- Only members who sign the interlocal agreement binding them to contributions and assessments may participate in a local government risk pool (WAC 200-100-020).
- Only members may participate in the self-insured retention layer, and only members may participate in the joint purchase of insurance or reinsurance (WAC 200-100-02005).
- Nonmembers shall not participate in any coverages of the joint self-insurance program including the self-insured retention layer and the excess insurance or reinsurance layer (WAC 200-100-02007).

The state risk manager and the Washington Administrative Code prohibit Enduris of Washington from granting additional insured status to nonmembers.

However, Enduris can cover the contractual liability undertaken by its members in most cases. As long as the contract between an Enduris member and a third party qualifies as a "member contract" and the claims against the indemnitee third party are otherwise covered by the terms of the Memorandum of Coverage, the member district's indemnity obligation should also be covered.

Enduris Washington's memorandum of coverage (MOC) contains the definition of a "member contract" as follows:

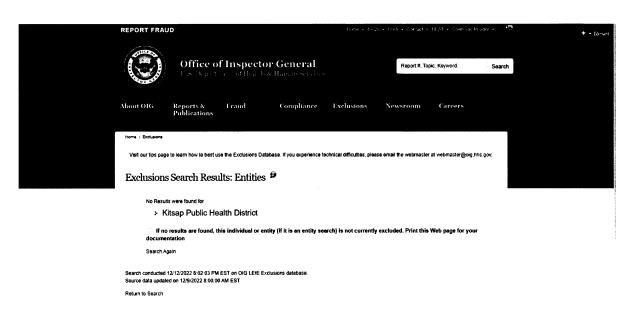
SECTION IV - DEFINITIONS

[...]

M. Member Contract means a written contract that satisfies all of the following:

- The agreement pertains to the Named Member's routine governmental operations, including professional services and mutual aid agreements, and by the contract terms the Named Member assumes the Tort liability of another to pay damages because of Bodily Injury or Property Damage to a third person or organization, or with respect to Professional Services to pay damages because of Public Officials Errors and Omissions to a third person or organization, and;
- The agreement was entered into prior to the damage for which a claim is made.
 Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

A Member Contract does not include any part of any contract or agreement that indemnifies any person or organization for any claim and/or suit that is excluded by the terms of this Memorandum, or that indemnifies an architect, engineer, or surveyor arising out of preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or giving or failing to give directions or instructions, unless the architect, engineer or surveyor is an employee of the Named Member and the services are part of the Named Member's routine governmental operations. A Member Contract also does not include the indemnification of any person or organization for damages by fire, explosion, or water damages to premises rented or loaned to the Named Member.



About 010 Regards 8 Facula Compliance Resourcy Act Exclusions Newsroom
Proportions Oversion

2251 Amendment 1 KITSAP CO AAA (2310)

Final Audit Report

2023-01-06

Created:

2023-01-05

By:

april fisk (april.fisk@kitsappublichealth.org)

Status:

Signed

Transaction ID:

CBJCHBCAABAAEAYsZyGqlCNAPW35m8iM7qn2f61exlSJ

"2251 Amendment 1 KITSAP CO AAA (2310)" History

- Document created by april fisk (april.fisk@kitsappublichealth.org) 2023-01-05 11:23:13 PM GMT
- Document emailed to Keith Grellner (keith.grellner@kitsappublichealth.org) for signature 2023-01-05 11:24:47 PM GMT
- Email viewed by Keith Grellner (keith.grellner@kitsappublichealth.org) 2023-01-06 0:26:49 AM GMT
- Document e-signed by Keith Grellner (keith.grellner@kitsappublichealth.org)

 Signature Date: 2023-01-06 0:28:25 AM GMT Time Source: server
- Agreement completed. 2023-01-06 0:28:25 AM GMT