

**INTERLOCAL AGREEMENT
BETWEEN
KITSAP COUNTY
AND
PORT GAMBLE S'KLALLAM TRIBE**

**AGREEMENT AMENDMENT
A**

This Amendment to the Interlocal Agreement between Kitsap County and the Port Gamble S'Klallam Tribe for Senior Nutrition Services (this "Amendment") is entered into by Kitsap County (the "County"), a municipal corporation and political subdivision of the State of Washington, and the Port Gamble S'Klallam Tribe (the "Tribe"), a federally recognized Indian Tribe.

The parties executed Interlocal Agreement. KC-098-26 ("Agreement"), that is pending execution, shall be amended as follows:

1. **Exhibit A: Statement of Work Item 1.12 State Nutrition Funds** shall be amended and replaced as follows: State nutrition funds are one-time funds intended to address food insecurity for older adults that expire June 2026. Funds are flexible and can be used to purchase food, food storage, equipment and or staff hours. These funds are reported as consumables.

The Tribe submitted the following project plan: The Port Gamble S'Klallam Tribe values our elders as their greatest resource and believes it has a responsibility to make sure no elder in the community struggles with food insecurity as a result of income, prices of obtaining food and cuts to food assistance programs. This project will allow the tribe to provide weekly food boxes to the elders, with shelf stable food supplies. In addition, we will also provide meat, cheese, and egg boxes to elders, as the cost of these items has prohibited many from obtaining.

Approximately 200 plus elders per month will be served from January 1- June 30, 2026

2. **Exhibit B: Budget** shall be deleted and replaced in its entirety by Revised Exhibit B, which is attached and incorporated in full by reference. The contract revenue will increase by \$40,000 of state nutrition funding from \$71,075 to a new total of \$111,075. The total amount payable under the Agreement, by the County to the Contactor in no event will exceed \$111,075.
3. **Effective Date.** This Amendment shall be effective March 1, 2026
4. **Precedence.** In the event of any conflict or inconsistency between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall control.

- 5. **Terms Unchanged.** Except as expressly provided in this Amendment, all other terms and conditions of the Agreement, remain unchanged and in full force and effect.
- 6. **Counterparts/Electronic Signature.** This Amendment may be executed in several counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same agreement. Facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and duplicate originals.

IN WITNESS WHEREOF, THE PARTIES HAVE SUBSCRIBED THEIR NAMES HERETO ON THE DATES SET FORTH BELOW.

Dated this 11 day of May, 2026

Dated this ___ day of _____, 2026

KITSAP COUNTY BOARD OF COMMISSIONERS

PORT GAMBLE S'KLALLAM TRIBE

NOT PRESENT

~~Oran Root, Chair~~

Amber Caldera

Amber Caldera, Tribal Council
Chairwoman

Christine Rolfes
Christine Rolfes, Commissioner

Katherine T. Walters
Katherine Walters, Commissioner

ATTEST:

Marina Linville

Marina Linville, Interim Clerk of the Board

DATED 5/11/26



REVISED EXHIBIT B: BUDGET

PORT GAMBLE S'KLALLAM TRIBE January 1 – December 31, 2026

Program/Funding Source	Total	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Congregate Meals	29,000	7,250	7,250	7,250	7,250
III C-1	25,000	6,250	6,250	6,250	6,250
NSIP	4,000	1,000	1,000	1,000	1,000
State Nutrition (expires June 30, 2026)	82,075	41,038	41,037	-	-
Total	111,075	48,288	48,287	7,250	7,250
Match	4,412	1,103	1,103	1,103	1,103
III C-1 (15% Required)	4,412	1,103	1,103	1,103	1,103
Total Project	115,486	49,391	49,390	8,353	8,353

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2026

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).


PRODUCER Arthur J Gallagher Risk Management Services LLC 950 Pacific Avenue Ste 830 Tacoma WA 98402		CONTACT NAME Martha Reeve PHONE (A/C, No, Ext) 253-527-7183 E-MAIL Martha_Reeve@ajg.com ADDRESS		FAX (A/C, No) 253-572-1430	
INSURED Port Gamble S'Klallam Tribe Attn: Greg Trueb CFO 31912 Little Boston Rd NE Kingston WA 98346		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Amerind Risk Management Corp INSURER B: StarNet Insurance Company 40045 INSURER C: INSURER D: INSURER E: INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 655953388** **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	TG10000671-04	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1 000 000 \$ 100 000
	GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PROJECT LOC OTHER					MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ 1 000 000 \$ 2 000 000 \$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		PCA9501003-13	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1 000 000 \$ \$ \$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$		TG10000671-04	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	\$ 9 000 000 \$ 9 000 000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC10000344-04	1/1/2026	1/1/2027	X PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	OTHER \$ 5 000 000 \$ 5 000 000 \$ 5 000 000
A	Misc Professional Liability		TG10000671-04	1/1/2026	1/1/2027	Each Claim Aggregate	\$1 000 000 \$2 000 000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Waiver of Subrogation applies for Auto Liability. Endorsement to follow.
 RE: Division of Aging & Long Term Care Nutrition Program
 Kitsap County and its officials, officers, employees, and agents are additional insured as required by written contract and/or agreement are named as additional insured as respects General Liability Policy.

CERTIFICATE HOLDER		CANCELLATION	
Kitsap County Dept of Personnel & Human Services 614 Division Street MS 23 Port Orchard WA 98366		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.

**ADDITIONAL INSURED – AUTOMATIC STATUS FOR
OTHER PARTIES WHEN REQUIRED IN WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the performance of the written contract or agreement.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the written contract or agreement ends.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury", "property damage", or "personal and advertising injury" due to the rendering of or failure to render any professional service.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

All other terms and conditions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – GENERAL LIABILITY
COVERAGES – GRANTOR OF LICENSES –
AUTOMATIC STATUS WHEN REQUIRED BY LICENSOR**

This endorsement modifies insurance provided under the following

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. Paragraph D. Who Is An Insured of Section II – General Liability Coverages** is amended to include as an "insured" any person(s) or organization(s) that grants licenses to you when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be named as an additional "insured" on your policy. Such person(s) or organization(s) is an "insured" only with respect to their liability as grantor of licenses to you.
- B. A person(s)' or organization(s)' status as an additional "insured" under this endorsement ends when:**
1. The license granted to you by such person(s) or organization(s) expires; or
 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



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