

**AGREEMENT Between King County, United Way of King County,  
and The City of Seattle Concerning the Administration of the  
Area Agency on Aging For Seattle-King County**

The parties to this Agreement: the City of Seattle, King County, and the United Way of King County (to be known throughout this Agreement as the Sponsoring Bodies), hereby mutually agree that the Seattle-King County Aging and Disability Services, City of Seattle Human Services Department (to be known throughout this Agreement as Aging and Disability Services) is the designated Area Agency on Aging for the Seattle-King County Planning and Service Area (PSA), pursuant to Title III of the Older Americans Act of 1965, as amended.

This Agreement sets forth: the roles and responsibilities of the Sponsoring Bodies; the roles and responsibilities of the Sponsors; the roles and responsibilities of the City of Seattle Human Services Department; the functions, roles, and responsibilities of Aging and Disability Services; the roles and responsibilities of the Liaison Staff; the roles and responsibilities of the Advisory Council; methods for resolving disputes under this Agreement, and the process for selection of the Director of Aging and Disability Services.

**Section I: Roles and Responsibilities of the Sponsoring Bodies**

- A. Each Sponsoring Body shall designate an individual to represent its policy interest and to carry out its responsibilities with respect to Aging and Disability Services. These representatives of the Sponsoring Bodies shall be known as the Sponsors.
- B. Each Sponsoring Body shall annually review and approve the four-year Area Plan for a comprehensive and coordinated system of services within the PSA, and annual amendments to the Area Plan. If one or more of the Sponsoring Bodies does not approve all or a portion of the Plan, the dispute resolution process outlined in Section VII of this Agreement will be followed.
- C. Each Sponsoring Body shall appoint nine (9) members to Aging and Disability Services Advisory Council, including, for the City of Seattle and King County, one (1) locally-elected official. Each member so appointed shall serve for a term of two years. All terms shall begin on January 1<sup>st</sup> and no member shall be appointed for more than three consecutive terms.

**Section II: Roles and Responsibilities of the Sponsors**

It shall be the responsibility of the Sponsors to:

- A. Assign a staff member to represent their interests with respect to day-to-day Aging and Disability Services implementation of policies and plans. These staff members shall be known throughout this Agreement as the Liaison Staff.
- B. Meet monthly to discuss and determine plans and policies of Aging and Disability Services. The Sponsors shall act as a Policy Board with respect to the functions set forth in this Agreement.

- C. Review and endorse the four-year Area Plan for a comprehensive and coordinated system of services within the PSA, and annual amendments to the Area Plan. Upon endorsement of the Plan by at least two of the three Sponsors, the Plan shall be forwarded to the State Unit on Aging as a preliminary submission, pending review and approval by the Sponsoring Bodies.
- D. Annually review and approve the Aging and Disability Services' allocation process.
- E. Annually review and endorse the Aging and Disability Services' allocations for services.
- F. Annually obtain the review and approval by the Sponsoring Bodies of the Area Plan and its amendments, including Aging and Disability Services' proposed budget.
- G. Review and approve all policies and plans developed by Aging and Disability Services pursuant to the approved Area Plan.
- H. Participate in the selection process for the Director of Aging and Disability Services as outlined in Section VIII of this Agreement.

Section III: Roles and Responsibilities of the City of Seattle Human Services Department

In addition to the City of Seattle's role as a Sponsor of Aging and Disability Services as outlined in Section II of this Agreement, it shall be the responsibility of the City of Seattle Human Services Department to:

- A. Exercise administrative authority to receive and disburse funds necessary for the implementation of the Area Plan, consistent with the Charter, ordinances, and policies of the City of Seattle.
- B. Assure that all appropriate Federal and State laws and regulations are followed by Aging and Disability Services in the administration of the Area Plan and related activities.
- C. Sign contracts with service providers to deliver the services specified in the Area Plan and its amendments.
- D. Fill all vacant positions in Aging and Disability Services.
- E. Consult with the Advisory Council and Liaison Staff on appointments to professional positions.
- F. Hire the Director of Aging and Disability Services.

Section IV: Functions, Roles, Responsibilities of Aging and Disability Services

It shall be the responsibility of Aging and Disability Services to:

- A. Develop and implement a comprehensive Area Plan for the Seattle-King County Planning and Service Area.
- B. Serve as an advocate body on behalf of all the elderly and adults with physical disabilities in King County.
- C. Provide staff support for the coordination of all Sponsors' decisions on policies and plans; for the coordination, monitoring, and evaluation of Liaison

Staff functions; and for the coordination of the work of the Advisory Council and its committees.

- D. Develop and implement annually a process for the allocation of all available resources which: (1) identifies priority clients and services, (2) proposes service levels in response to the identified priorities, and (3) assures equitable distribution of services to priority clients residing in King County. The timetable for the allocations process shall include time for the Sponsors to seek comment by their respective Sponsoring Bodies prior to initiation of agency bidding or contract negotiations.
- E. Provide administrative funds to support the activities of the Liaison Staff at a level to be determined annually by the Sponsors.
- F. Develop contracts for the purchase of services under the Area Plan which contain performance standards related to the equitable distribution of services to priority clients residing in King County.
- G. Evaluate and monitor activities carried out pursuant to the Area Plan and report the results of the evaluation and monitoring to the Advisory Council and the Sponsors.
- H. Plan and coordinate the development of services for the elderly in consultation with policymakers and providers in the Seattle-King County PSA.
- I. Assure that community opinion about the needs of the elderly and adults with physical disabilities is a part of all its plans and policies.
- J. Give special consideration in the development of all its plans and programs to the needs of those elderly persons and adults with disabilities residing in the PSA who have the greatest social and economic needs.

#### Section V: Roles and Responsibilities of the Liaison Staff

It shall be the responsibility of the Liaison Staff to:

- A. Provide staff support to their respective Sponsor to facilitate that Sponsor's review of the Aging and Disability Services plans, policies, and allocations for the purchase of service under the Area Plan.
- B. Provide staff support to their respective Sponsor and Sponsoring Body in order to obtain approval of the Aging and Disability Services four-year plan and its annual amendments by the Sponsoring Body.
- C. Represent the interests of their respective Sponsor and Sponsoring Body with respect to day-to-day implementation of Aging and Disability Services' policies and plans by staff and/or attending Aging and Disability Services sponsored meetings, by developing materials for the Aging and Disability's allocations process, and by reviewing and rating proposals for services to be provided under the Area Plan.
- D. Perform other duties as specified in the annual contract with the Aging and Disability Services for the purchase of Liaison Staff services.

Section VI: Roles and Responsibilities of the Seattle-King County Advisory Council on Aging and Disability Services

Pursuant to Title III of the Older Americans Act of 1965, as amended, this Agreement establishes the Seattle-King County Advisory Council on Aging and Disability Services as the advisory council for Aging and Disability Services. It shall be the responsibility of the Advisory Council to:

- A. Advise Aging and Disability Services about the needs of all older persons and adults with physical disabilities who reside within the PSA, especially those with the greatest social and economic need.
- B. Advise Aging and Disability Services to develop and administer the Area Plan based upon such needs and the priorities set by the community.
- C. Advise Aging and Disability Services in the development of the Area Plan by:
  - 1) reviewing and commenting on the Division's processes for assessing community needs, establishing priorities for service, assuring citizen participation, and allocating funds;
  - 2) reviewing and commenting on the Area Plan, including the annual goals, objectives and budget; and
  - 3) sponsoring the official Area Plan public hearing.
- D. Advise Aging and Disability Services in its administration of programs under the Area Plan by:
  - 1) reviewing and commenting on service standards for programs;
  - 2) assisting in the assessment and evaluation of programs; and
  - 3) assisting the Director of Aging and Disability Services in the appointment process for professional positions.
- E. Advise Aging and Disability Services in its review and comment on all community policies, programs, and actions which affect the elder and adults with physical disabilities.
- F. Serve as an advocate body on behalf of all elderly who reside within the PSA by sponsoring and conducting public hearings, conferences, and other meetings designed to obtain and publicize information related to the problems, needs, accomplishments, and interests of the elderly and adults with physical disabilities.
- G. Provide two representatives to attend Sponsors' meetings. One of these representatives shall be Chair of the Advisory Council and the other shall be appointed by the Chair.

Section VII: Method For Resolving Disputes Under This Agreement

Disputes arising under this Agreement shall be resolved by a vote of the Sponsors to be taken at their next regular meeting, or a special meeting called for that purpose. This meeting shall occur after consultation by the Sponsor with his or her Sponsoring Body. This meeting shall be open to representatives of the Sponsoring Bodies and members of the Advisory Council. Time shall be allotted to hear their views on the matter in dispute.

Section VIII: The Selection and Hiring of the Director of Aging and Disability Services

The following process will be used for the selection and hiring of the Director of Aging and Disability Services:

- A. Each Sponsor will name a representative to serve on a Screening Committee;
- B. The Advisory Council will name two representatives to serve on a Screening Committee;
- C. The Screening Committee will review the position description and develop resume selection criteria consistent with the position description;
- D. The Screening Committee will review resumes and select fifteen candidates for an oral interview;
- E. The Screening Committee will recommend five finalists to be interviewed by the Sponsors;
- F. The Sponsors will interview the five finalists and make recommendations to the Director of the Human Services Department, City of Seattle, on the final candidates;
- G. The Director of the Human Services Department will select a single finalist from among the five finalists. This individual will be hired, subject to the approval of the Mayor of the City of Seattle.

This Agreement shall take effect upon the date of its execution given below, and shall be in continuous effect or until termination of the Agreement as herein provided.

IN WITNESS WHEREOF, this Agreement is executed by the chief executive officers of the parties hereto, listed below, and shall have full force and effect from and after January 24, 2001, subject to the termination provisions contained herein.

\_\_\_\_\_  
Mayor, City of Seattle  
Date: \_\_\_\_\_

\_\_\_\_\_  
King County Executive  
Date: \_\_\_\_\_

\_\_\_\_\_  
President, United Way of King County  
Date: \_\_\_\_\_