



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

### Ordinance 19237

**Proposed No.** 2019-0427.2

**Sponsors** Kohl-Welles and Lambert

1                   AN ORDINANCE authorizing the executive to enter into  
 2                   an interlocal agreement between King County and the city  
 3                   of Seattle concerning the administration of the area agency  
 4                   on aging.

5                   **STATEMENT OF FACTS:**

6                   1. The city of Seattle, Aging and Disability Services, is the designated  
 7                   Area Agency on Aging for the Seattle-King County Planning and Services  
 8                   Area pursuant to Title III of the Older Americans Act of 1965, as  
 9                   amended.

10                  2. In response to Title III of the Older Americans Act of 1965, as  
 11                  amended, Washington state Department of Social and Health Services  
 12                  requires Area Agencies on Aging to define local partnerships and formal  
 13                  collaborations.

14                  3. For the Seattle-King County Planning and Services Area, the most-  
 15                  recent agreement among three partners to serve as the sponsors of the Area  
 16                  Agency on Aging was signed in 2001. The partners to this agreement to  
 17                  serve as the Seattle-King County Area Agency on Aging were the city of  
 18                  Seattle, King County's department of community and human services and  
 19                  United Way of King County.

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20 4. In 2018, due to changes in its strategic direction, the United Way of  
21 King County concluded its role in the partnership.

22 5. Public health - Seattle & King County has assumed the role of the third  
23 partner in place of United Way of King County.

24 6. The Interlocal Agreement Concerning the Administration of the Area  
25 Agency on Aging for Seattle-King County formalizes the change in  
26 partner agencies.

27 7. The interlocal agreement also: replaces the term "Sponsoring Bodies"  
28 with "Partner Agencies" when characterizing the entities entering into the  
29 interlocal agreement; reduces the number of Seattle-King County  
30 Advisory Council on Aging and Disability Services members from  
31 twenty-seven to twenty-one; and provides that the Partnership Agencies  
32 will work together to appoint members to the Seattle-King County  
33 Advisory Council on Aging and Disability Services.

34 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

35 SECTION 1. The executive is hereby authorized to execute an interlocal  
36 agreement with the city of Seattle substantially in the form of Attachment A to this  
37 ordinance.

38 SECTION 2. In working with the city of Seattle to determine appointments to the  
39 Seattle-King County Advisory Council on Aging and Disability Services, public health -  
40 Seattle & King County and the King County department of community and human  
41 services shall give consideration to geographical diversity with the aim that at least one  
42 advisory council member reside in each King County council district.

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43            SECTION 3. Before any formal submission of an Area Plan on Aging or any  
44 required update to a federal or Washington state agency in accordance with the Older  
45 Americans Act of 1965, as amended, or applicable Washington state law, the King

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- 46 County department of community and human services and public health - Seattle & King  
47 County shall brief the King County council on the plan and its implementation status.  
48

Ordinance 19237 was introduced on 10/16/2019 and passed by the Metropolitan King County Council on 2/23/2021, by the following vote:

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer and Mr. Zahilay

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

DocuSigned by:  
*Claudia Balducci*  
7ETC273CE9994B6...

Claudia Balducci, Chair

ATTEST:

DocuSigned by:  
*Melani Pedroza*  
8DE1BB375AD3422...

Melani Pedroza, Clerk of the Council

APPROVED this \_\_\_\_\_ day of 3/11/2021, \_\_\_\_\_.

DocuSigned by:  
*Dow Constantine*  
4FBCAB8196AE4C6...

Dow Constantine, County Executive

**Attachments:** A. Interlocal Agreement Between King County and the City of Seattle

## **Interlocal Agreement between King County and the City of Seattle Concerning the Administration of the Area Agency on Aging for Seattle-King County**

This Interlocal Agreement Concerning the Administration of the Area Agency on Aging for Seattle-King County ("Agreement") is between the City of Seattle (City) and King County (County). The City of Seattle designates its Human Services Department to carry out the City's responsibilities and activities under this Agreement, and King County designates its (i) Department of Community and Human Services and (ii) Public Health – Seattle & King County to carry out the County's responsibilities under this Agreement (City and County are each individually referred to as a "Partner Agency" and collectively the "Partnership Agencies"). The City of Seattle and King County hereby mutually agree that the Aging and Disability Services Division of the City of Seattle Human Services Department 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 relationship including roles and responsibilities of the Partnership Agencies. This Agreement will align with the WA State Department of Social and Health Services, Aging and Long-Term Services Administration Policy and Procedures<sup>1</sup> for Area Agency on Aging Operations (Chapter 2) and Area Agency on Aging Advisory Councils (Chapter 4).

### **Section I: Shared Desired Result for Older Adults and Adults with Disabilities**

The Partnership Agencies will work toward a shared result of promoting healthy aging and ensuring older adults and adults with disabilities experience stable health and can remain in the community as they age. The Partnership Agencies will define population indicators, and track the indicators through the Area Plan on Aging process. The indicators will include progress made toward reduction of racial and ethnic disparities in health and healthy aging.

### **Section II: Roles & Responsibilities of Partnership Agencies**

- A. Each Partnership Agency will designate department(s) to work with the Area Agency on Aging.
- B. The department heads or their designees will meet as needed for strategic planning on regional initiatives affecting older adults and adults with disabilities.
- C. Public Health – Seattle & King County will provide strategic advice and support to ADS on matters related to overall population health and prevention, emergency preparedness and communicable disease as it related to the older adult population.
- D. The King County Department of Community and Human Services will provide insight and coordination related to services it contracts for to address the needs of older adults, people with developmental disabilities, and individuals' behavioral health issues, and other vulnerable populations.

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<sup>1</sup> <https://www.dshs.wa.gov/altsa/home-and-community-services/policy-procedure-manual-aaa-operations>

- E. The Partnership Agencies will work together to appoint twenty-one (21) members to the Aging and Disability Services Advisory Council, including at least one locally-elected official each from the City of Seattle and King County. Each member appointed shall serve for a term of two years. No member shall be appointed for more than three consecutive terms. The Partnership Agencies will ensure the composition:
  - 1. Represents the diverse population of King County in terms of race, gender, age, ethnicity, ability, and socio-economic status;
  - 2. Reflects the geographic distribution of older adults in King County;
  - 3. Includes leaders from the community with experience in public or private sectors, working with or on behalf of older adults and people with disabilities;
  - 4. Maintains a majority of members who are ages 60+.
- F. The Partnership Agencies will consult and coordinate, to the extent consistent with the authority of each department, in the recruitment of board members for King County and City of Seattle advisory boards that address issues related to older adults and adults with disabilities.
- G. Each Partnership Agency shall be responsible, as provided by law, for any damages, liabilities, costs or injury resulting from that party's negligence, or the negligence of that party's officers or employees.

### **Section III. Roles and Responsibilities of King County**

- A. Assign staff to work with the Area Agency on Aging.
- B. Assigned staff will engage in collaborative planning with the Area Agency on Aging by meeting monthly, or as needed, for strategic planning on regional initiatives, community engagement, Area Plan on Aging development, recruitment strategy for Advisory Council members, and aligned advocacy so that services are coordinated for older adults living in King County.
- C. Support recruitment efforts for a full complement of Advisory Council members.
- D. Review Area Plan and amendments and give input prior to public review.
- E. Participate in selection process for the Director of Aging and Disability Services.
- F. Nothing in this Agreement is intended to limit the County's discretion to prioritize or otherwise administer its Veterans, Seniors and Human Services Levy funds.

### **Section IV: Roles and Responsibilities of the City of Seattle Human Services Department**

Aging and Disability Services is a division within the City of Seattle, Human Services Department. In addition to the City of Seattle's role as a Partnership Agency, the Human Services Department has the full responsibility for administering all aspects of the Area Agency on Aging, including, but not limited to:

- A. Exercising administrative authority to receive and disburse funds necessary for implementation of the Area Plan, consistent with the ordinances, and policies of the City of Seattle and Department of Social and Health Services. The "Area Plan" is the four-

year plan that guides the work of the Area Agency on Aging and includes a population profile with trends and indicators, a description of services provided in the community, issue areas and objectives, and budget.

- B. Following all appropriate Federal and State laws and regulations in the administration of the Area Plan and related activities.
- C. Approving the Area Plan, annual amendments, and discretionary allocations recommended by the Advisory Council.
- D. Awarding and signing contracts with service providers to deliver the services specified in the Area Plan and its amendments.
- E. Filling all vacant positions in Aging and Disability Services, including the Director of Aging and Disability Services.
- F. Consulting with the Advisory Council and King County regarding appointments of Aging and Disability Services leadership positions, provided the City shall be the final decision-maker regarding hiring decisions.

### **Section V. Roles and Responsibilities of Aging and Disability Services**

The responsibilities of Aging and Disability Services as the Area Agency on Aging are defined in Department of Social and Health Services, Aging and Long-Term Services Administration Policy and Procedures<sup>2</sup> for Area Agency on Aging Operations (Chapter 2). Below are the primary responsibilities of the Area Agency on Aging:

- A. Be the regional focal point for aging matters.
- B. Develop and implement the Area Plan for the Seattle-King County PSA that can adjust to emerging issues such as population shifts, fluctuations in funding, new mandates, or other impacts affecting older adults and adults with disabilities.
- C. Plan and coordinate the development of a comprehensive and coordinated service delivery system for older adults and adults with disabilities in consultation with the Advisory Council, community, policy makers and providers.
- D. Develop investment processes and contracts for purchase of services under the Area Plan which contain performance goals related to priority clients residing in King County.
- E. Evaluate and monitor the Area Plan investments and report results to the Advisory Council.
- F. Engage in collaborative planning by meeting monthly or as needed with designated King County staff for strategic planning on regional initiatives, community engagement, Area Plan on Aging development, recruitment strategy for Advisory Council members, and aligned advocacy.
- G. Provide staff support for the work of the Advisory Council and its committees.
- H. Educate the Advisory Council about services and programs funded by Aging and Disability Services.

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<sup>2</sup> <https://www.dshs.wa.gov/altsa/home-and-community-services/policy-procedure-manual-aaa-operations>

## **Section VI. Roles and Responsibilities of Advisory Council**

The responsibilities of the Aging and Disability Services Advisory Council are defined in Department of Social and Health Services, Aging and Long-Term Services Administration Policy and Procedures<sup>3</sup> for Area Agency on Aging Operations (Chapter 4). Below are the primary responsibilities of the Advisory Council:

- A. Advise Aging and Disability Services and the Partnership Agencies about the needs of all older adults and adults with disabilities who reside in King County, especially those with the greatest social and economic need.
- B. Advise Aging and Disability Services in the development of the Area Plan including:
  - 1. Review and comment on Aging and Disability Services' processes for assessing community needs, establishing priorities for service, assuring community participation, and allocating discretionary funds;
  - 2. Review and comment on the Area Plan, including the annual goals, objectives, and budget;
  - 3. Sponsor and conduct public hearings on the Area Plan and its allocations.
- C. Advise Aging and Disability Services in its administration of programs under the Area Plan including:
  - 1. Review and comment as appropriate on service standards for programs;
  - 2. Assist in the assessment and evaluation of programs;
  - 3. Assist the Director of Aging and Disability Services in the hiring of leadership positions; and
  - 4. Participate in selection process for the Director of Aging and Disability Services.
- D. Serve as an advocate body on behalf of older adults and adults with disabilities who reside in King County, including:
  - 1. Sponsor and conduct public hearings, forums, conferences, and other methods to solicit information and educate the public;
  - 2. Review and comment on existing and proposed federal/state/local public policy; meet with elected officials, testify at public meetings, and issue public statements.

## **Section VII: Method for Resolving Disputes Under This Agreement**

The Partnership Agencies shall use good faith efforts to resolve disputes arising under this Agreement through decision-makers appropriate to the nature of the dispute. If necessary for resolution, the matter shall be referred to each Partner Agency's designated department head. The meeting shall be open to the Partnership Agencies and members of the Advisory Council.

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<sup>3</sup> <https://www.dshs.wa.gov/altsa/home-and-community-services/policy-procedure-manual-aaa-operations>



**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. The Seattle Human Services Department will share position description and selection criteria with King County and Advisory Council Chair for review and comment.
- B. The Seattle Human Services Department will lead the interview process with representation from:
  1. ADS Advisory Council;
  2. King County;
  3. Seattle Human Services Department, including Aging and Disability Services division; and
  4. Community providers.
- C. After considering the recommendations of the interview panels, the Director of the Human Services Department selects the final candidate.

**Section IX: No legal partnership; Incorporation of AAA Policy.**

While this Agreement is intended to establish a collaborative relationship between the Partnership Agencies, it is not intended to create a legal partnership. The relationship of the parties shall remain that of independent parties, and neither Partnership Agency shall have the authority to bind the other. Additionally, while employees of the Partnership Agencies may collaborate and work jointly on programs under this Agreement, each Partnership Agency shall remain responsible for supervision, payment and direction of its own employees.

The Partnership Agencies intend that this Agreement comply with the Washington State Department of Social and Health Services, Aging and Long-Term Services Administration Policy and Procedures for Area Agency on Aging Operations (“Policies and Procedures”), as amended from time to time and incorporated herein by reference. If there is any conflict between the Policies and Procedures and this Agreement, the Policies and Procedures shall govern to the extent necessary to resolve the conflict.

**Section X: Effective date; Term**

This Agreement shall take effect upon the date when last signed by an authorized representative of each Partnership Agency following authorization by each Partnership Agency’s legislative body. Once effective, this Agreement shall supersede and replace the 2001 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 and shall continue for an indefinite term until terminated by either party upon no less than sixty (60) days written notice. Termination of the City’s designation as the Area Agency on Aging shall be governed by the Policies and Procedures.

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Attachment A

\_\_\_\_\_  
Mayor, City of Seattle

Date: \_\_\_\_\_

\_\_\_\_\_  
King County Executive

Date: \_\_\_\_\_

## Certificate Of Completion

Envelope Id: 680EDDD8F7E54931816ED45CCC434633	Status: Completed
Subject: Please DocuSign: Ordinance 19237 Attachment A.docx, Ordinance 19237.docx	
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Document Pages: 4	Signatures: 3
Supplemental Document Pages: 6	Initials: 0
Certificate Pages: 5	Envelope Originator:
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Claudia Balducci  
 claudia.balducci@kingcounty.gov  
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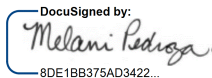
### Electronic Record and Signature Disclosure:

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 Supplemental Documents:

Ordinance 19237 Attachment A.docx

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Melani Pedroza  
 melani.pedroza@kingcounty.gov  
 Clerk of the Council  
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 Supplemental Documents:

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Certified Delivered	Security Checked	3/11/2021 5:59:55 PM
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Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

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