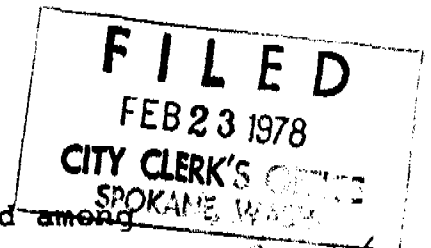


INTERLOCAL GOVERNMENT AGREEMENT
TO CREATE THE EASTERN WASHINGTON
AREA AGENCY ON AGING

✓ 700-53-1
900-C3-1
500-H1



*Rec'd from
Zed Stevens*

THIS AGREEMENT made and entered into by and among
Spokane County, having offices for the transaction of
business at W. 1116 Broadway, Spokane, Washington 99201;
Stevens County, having offices for the transaction of
business at the Stevens County Courthouse, Colville,
Washington 99114; Whitman County, having offices for the
transaction of business at the Whitman County Courthouse,
Colfax, Washington 99111; Pend Oreille County, having offices
for the transaction of business at the Pend Oreille County
Courthouse, Newport, Washington 99156; Ferry County, having
offices for the transaction of business at the Ferry County
Courthouse, Republic, Washington 99166; and the City of
Spokane, having offices for the transaction of business at
North 221 Wall, Spokane, Washington 99201; each a public
agency for the purposes of Revised Code of Washington
39.34.020, hereinafter jointly referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, Revised Code of Washington, Section 74.38.030(3),
provides that the Washington State Department of Social and
Health Services may, as part of the program of community based
services, designate area agencies in regional areas (planning
and service areas) within the State; and

WHEREAS, pursuant to Revised Code of Washington, Section 74.36.100, the Washington State Department of Social and Health Services is authorized to take advantage of and participate in the Federal Older Americans Act of 1965 (PL 89-73) and to accept, administer, and disburse any Federal funds that may be available under said act; and

WHEREAS, the Federal Department of Health, Education and Welfare, pursuant to PL 89-73 and amendments thereto, has promulgated certain rules and regulations (45 CFR Parts 901-11) which encourage and assist state and area agencies to concentrate resources in order to foster the development of comprehensive and coordinated service systems which serve older persons; and

WHEREAS, 45 CFR Sec. 903.57 provides that the state agency (Office on Aging) shall divide a state into distinct multi-county areas called planning and service areas; and

WHEREAS, the State Office on Aging has designated the Washington State Counties of Spokane, Stevens, Ferry (excluding that portion of Ferry County within the boundaries of the Colville Indian Reservation), Pend Oreille, and Whitman as Planning and Service Area Number 11; and

WHEREAS, 45 CFR Sec. 903.63 provides that following the determination of planning and service areas, the state agency shall designate a single agency or organization within a planning and service area as the area agency on aging; and

WHEREAS, The Senior Citizens Services Act provides for establishment of area agencies on aging in regional areas (planning and service areas) within the State; and

WHEREAS, 45 CFR Sec. 903.63(C) (3) provides that an area agency can be any office or agency designated by the chief elected official or officials of a combination of units of general purpose local government to act on behalf of such combination for that purpose; and

WHEREAS, Revised Code of Washington, Chapter 39.34, titled "Interlocal Cooperation Act" authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide planning and administrative services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Revised Code of Washington, Sec. 39.34.030(2) provides that "Any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this chapter (RCW 39.34)";

WHEREAS, the parties have a mutual interest in forming a single purpose Council of Governments (C.O.G.) to facilitate the organization and operation of the Eastern Washington Area Agency on Aging for that geographical region designated by the Washington State Office on Aging as planning and service area Number 11.

WHEREAS, the Chairman of the Boards of Commissioners of each of the five counties and the Mayor of the City of Spokane has been authorized by duly adopted resolution of the County Commissioners of each county and the Spokane City Council,

respectively, to execute an agreement to be entitled Interlocal Government Agreement to create the Eastern Washington Area Agency on Aging.

NOW, THEREFORE, each of the undersigned executes and mutually agrees in exchange for the agreements of each of the others to create the Eastern Washington Area Agency on Aging by adoption of these

ARTICLES OF ASSOCIATION

ARTICLE I. NAME. The name of the Association is the Eastern Washington Area Agency on Aging.

ARTICLE II. PRINCIPAL. The principal office of the Agency is in Spokane, Washington.

ARTICLE III. DURATION. The Agency shall have perpetual existence, except as terminated in ARTICLE X herein.

ARTICLE IV. PURPOSE. The purposes for which this Agency is formed are:

- A. To improve the quality of life of older persons through the development, and the fostering of the development, of comprehensive and coordinated service systems to serve older persons in order to:
 - 1. Secure and maintain maximum independence and dignity in a home environment for older persons capable of self-care with appropriate supportive services, and
 - 2. Remove individual and social barriers to economic and personal independence for older persons;

- B. To speak and work in behalf of older persons whenever to do so may develop and enhance their best interests and happiness;
- C. To seek the support of, and join with, individuals and private and public corporations, agencies and organizations whenever it is appropriate and proper to do so for the purposes of fulfilling these objectives; and
- D. To perform the functions and responsibilities of an Area Agency on Aging as set forth in 45 CFR Part 903.

ARTICLE V. POWERS. The Eastern Washington Area Agency on Aging shall have the power to develop an area plan for programs on aging; receive and administer funds granted for programs and services for the elderly; establish a budget for funds appropriated by the State for administering the agency; hire any necessary personnel; expend funds for necessary services identified in the "Area Plan"; and any other powers expressly granted by the Federal and State enabling legislation referred to heretofore in the Agreement.

ARTICLE VI. ORGANIZATION.

- A. General Provisions: The Agency is a separate administrative entity organized as a public regional body in accordance with the requirements of the Federal Older Americans Act, as amended. The principal organizational components shall be a Governing Board, a Panel on Aging and an Advisory Council.

- B. Governing Board: The Governing Board shall be composed of one representative duly appointed by each of the Counties to this Agreement, three Representatives duly appointed by the Spokane City Council, and as ex-officio members, the Chairpersons of the Panel on Aging and the Advisory Council. The Governing Board shall, by a two-thirds (2/3) vote of its membership, adopt and amend the Agency By-Laws. On all other matters, a majority of the total members of the Governing Board shall constitute a quorum, and a majority vote of the quorum shall be necessary to take action on any matter coming before the Governing Board. The Governing Board, in addition to adopting and amending the Agency By-Laws, shall have the authority to approve the annual Area Plan on Aging, approve the annual operating budget, adopt personnel policies, adopt Agency operating procedures, appoint an Agency Director, execute agreements and contracts and any other duties as may be established by the Agency By-Laws. The Governing Board may select a Chairperson, Vice Chairperson, and other officers. The Chairperson shall be empowered, at times other than open meetings to execute all agreements and contracts which have been negotiated and approved by the Governing Board at open meetings.
- C. Panel on Aging: The Panel on Aging shall be composed of no less than nineteen (19) and no more than twenty-seven (27) members. The Panel on Aging shall be representative of all counties within the Agency's service area. Further, to

insure that the Panel is broadly representative, six (6) members of the Panel shall be representatives of the units of general purpose local government party to this Agreement, six (6) members of the Panel shall be members of the Advisory Council to the Agency, and the balance of the membership shall be concerned citizen volunteers representative of the community-at-large. Appointment procedures and members' terms of service shall be established in the Agency By-Laws. The Panel on Aging shall be responsible for the day-to-day administration and supervision of the Agency's activities, including but not necessarily limited to:

- (1) Development and, once approved by the Governing Board; implementation of the annual Area Plan on Aging;
- (2) Negotiation of the terms and provisions of prime contracts, sub-contracts and inter-agency agreements;
- (3) Administration of the internal affairs of the Agency pursuant to policies and procedures adopted by the Governing Board;
- (4) When requested by the Governing Board, recruitment and screening of all applicants for the position of Agency Director and referral of the most qualified candidates to the Governing Board for consideration;
- (5) Development and recommendation to the Governing Board for adoption by the Governing Board the Agency's

Annual Report;

- (6) Submission of periodic progress reports on Agency's activities to the Governing Board;
- (7) Recommending to the Governing Board operating procedures to be followed by the Panel on Aging in their administration of Agency's activities; and
- (8) Making recommendations to the Governing Board on Agency By-Laws and amendments thereto.

D. Advisory Council: The Advisory Council shall be comprised of at least fifty percent (50%) consumers of services provided by the Agency and shall be composed of at least nineteen (19) and no more than twenty-seven (27) members. The Advisory Council shall be representative of all counties within the Agency's service area. Its members shall be appointed by the Governing Board. The terms of office and method of selection of the Advisory Council members shall be established by the Agency By-Laws. The Advisory Council shall advise the Governing Board, Panel on Aging, and Agency staff on the development and implementation of the annual Area Plan on Aging, and shall perform other duties as may be established by the Agency By-Laws.

ARTICLE VII. FISCAL MANAGEMENT. The Agency shall maintain itemized and detailed records covering (A) aging program revenues received from whatever source for financial maintenance of the Agency and all programs thereunder and (B) all expenditures

incurred pursuant to adopted program budgets. The Agency shall conform to all fiscal requirements established by State or Federal law.

If any matching funds are required for operation and maintenance of the Agency or any programs thereunder, the cost shall be prorated among the Parties based on the percentage of individuals over 60 years of age located in a particular parties' geographical area to the total percentage of individuals over 60 years of age in the Region 11 Planning and Service Area.

ARTICLE VIII. CONTRACTS AND SUBCONTRACTS. The Governing Board may exclusively enter into prime contracts, concerning the elderly, with the Federal or State governments, and may subcontract with any municipal, profit or non-profit corporation, or individual to provide services for the elderly as identified in the annual Area Plan on Aging.

ARTICLE IX. ACQUISITION AND DISPOSAL OF PROPERTY. The Agency shall acquire, hold, and dispose of real and personal property in the same manner as Counties within the State of Washington, as provided for within R.C.W. 36.32 and R.C.W. 36.34, respectively.

ARTICLE X. TERMINATION.

A. Termination of Association: The term of association for each Party to this Agreement is one (1) year, commencing January 1, 1978. A Party's participation in the Agreement shall be automatically renewable for additional periods of

one (1) year each, without the requirement of formal action by the Party, on the first day of January of each successive year. Any Party to this Agreement desirous of terminating its participation in the Agreement, effective the following January 1, shall deliver written notice to the offices of the Agency by the first day of July of any given year.

B. Dissolution: The Agency may be terminated by its reorganization and transformation to another legal form, by the reassignment of its functions and assets to another governmental entity, or its disestablishment by a two-thirds (2/3) vote of the Governing Board upon the recommendation of the Panel on Aging. The property and assets of the Agency will be disposed of in consonance with the reasons for disestablishment or dissolution, being either returned to their source, transferred to an entity continuing the purposes and functions of the Agency, or otherwise will be applied in the promotion of aging planning and aging services. In the event of its insolvency, the Superior Court of Spokane County shall have jurisdiction and authority to appoint trustees and receivers of the Agency property and assets and to supervise such trusteeship or receivership.

ARTICLE XI. VENUE STIPULATION. This Agreement has and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each Party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted and maintained only in the courts of competent jurisdiction within Spokane County, Spokane, Washington.

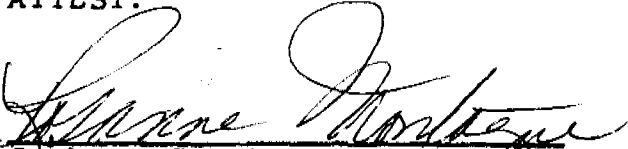
ARTICLE XII. MODIFICATION. No change or addition of any printed portion of this Agreement shall be valid or binding upon any Party. There shall be no modification of the Agreement, except in writing, executed with the same formalities as this present instrument.

ARTICLE XIII. NOTICES. All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties at their respective addresses hereinabove given, except as noted in ARTICLE X above. Notices sent by registered mail shall be deemed served when deposited in the United States Mail.

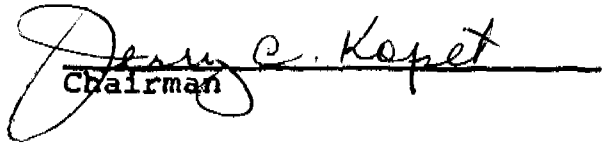
ARTICLE XIV. ALL WRITING CONTAINED HEREIN. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

IN WITNESS WHEREOF, the Parties undersigned have
caused this Agreement to be executed this 1st.
day of January, 1978.

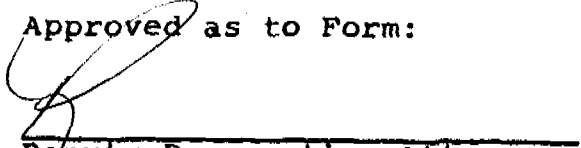
ATTEST:


Spokane County
Clerk of the Board


Spokane County By


Chairman

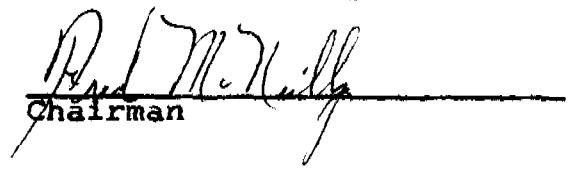
Approved as to Form:


Deputy Prosecuting Attorney

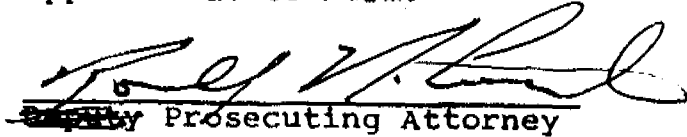
ATTEST:


Whitman County
Clerk of the Board

Whitman County By


Chairman

Approved as to Form:


Deputy Prosecuting Attorney

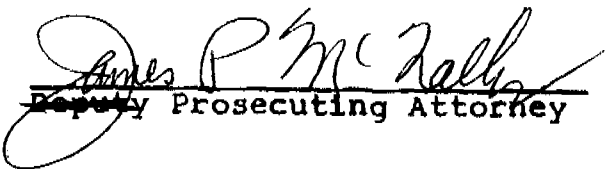
ATTEST:


Pend Oreille County
Clerk of the Board

Pend Oreille County By


Chairman

Approved as to Form:


Deputy Prosecuting Attorney

ATTEST:

Adeline M. Shields
Ferry County
Clerk of the Board

Ferry County By

Frank H. Lakin
Chairman

Approved as to Form:

Norman B. Sawyer
Deputy Prosecuting Attorney

ATTEST:

Yvonne D. Rodgers
Stevens County
Clerk of the Board

Stevens County By

Ray S. Richmond
Chairman

Approved as to Form:

John A. Kettle
Deputy Prosecuting Attorney

ATTEST:

Marilyn J. Montgomery
City of Spokane
City Clerk

City of Spokane By

John Amaker
Acting City Manager

Approved as to Form:

ACTING John J. Madson
Corporation Counsel