



Notice of Meeting and Agenda

Area 1 Agency on Aging
Board of Directors Meeting

**MEETING TO BE HELD AT CHAMBER OFFICE
612 G Street, Suite 101, Eureka**

Tuesday, January 20, 2026, 2:00 pm - 5:00 pm

Vision

Area 1 Agency on Aging envisions a community where older persons and those with disabilities have access to resources that promote quality of life.

Mission

Area 1 Agency on Aging provides leadership and services that support and promote healthy aging.

AGENDA

Page No.

I. CALL TO ORDER	
II. INTRODUCTIONS	
III. CONSENT AGENDA (ACTION) (5 minutes)	
<i>These matters are routine in nature and are usually approved by single vote. Prior to the meeting, any member of the public or Board may request the Board pull a particular item for further discussion.</i>	
A. Minutes (ACTION)	
1. December 16, 2025 Board Meeting Minutes (attachment)	2.
B. Finance, Audit & Contract Review Committee (Chair)	
1. November 2025 Financial Statements (attachment)	5
2. December Edward Jones XXXX6507-10_2025-edj-statement.pdf (attachment).....	8
C. Director’s Report (Kraft) (attachment).....	12
D. ADVISORY COUNCIL REPORT (Rose) (attachment).....	13
E. Scope of Work Contract with Rock Rise Consulting (attachment).....	14
F. 5310 Draft Notice of Award, 2025 Grant cycle (Dept of Transportation (attachment).....	21
<u>Recommendation:</u> Approve Consent Agenda as presented.	
IV. COMMITTEE REPORTS No Committee Reports this Month	
V. BOARD and STAFF MEMBER COMMENTS	
VI. ADJOURNMENT OF REGULAR BOARD MEETING	
VII. STRATEGIC PLANNING SESSION CALL TO ORDER	
VIII. STRATEGIC PLANNING SESSION ADJOURNMENT	

NEXT MEETING: MEETING FEBRUARY 17, 2:30 TO 5 PM AT HOSPICE OF HUMBOLDT



Vision

Area 1 Agency on Aging envisions a community where older persons and those with disabilities have access to resources that promote quality of life.

Mission

Area 1 Agency on Aging provides leadership and services that support and promote healthy aging.

MINUTES OF MEETING

Page No.

I. CALL TO ORDER

II. INTRODUCTIONS. Board present: Vogel, Groom, Jensen Hjerpe, Perris, Netjes, Aubrey, Osborne-Stafsnes, Excused: Cochran, Starr. Staff present: Kraft, Lemon, Shively, Kenny.

III. CONSENT AGENDA (ACTION) (5 minutes)

These matters are routine in nature and are usually approved by single vote. Prior to the meeting, any member of the public or Board may request the Board pull a particular item for further discussion.

A. Minutes (ACTION)

1. 2025.11.18 Board Minutes (ATTACHMENT)3

B. Correspondence

1. Letter in Support of CRTP Grant Application 12.8.25 (ATTACHMENT)6

C. Reports of Interest (Handouts)

- 1. behavioral-health-older-adults-pep24-01-030
- 2. CCoA Disaster Response and Recovery Policy Brief
- 3. Changing States Approach to Aging Services.

CONSENT AGENDA: Jensen/Netjes/Approved. Osborne-Stafsnes abstained.

IV. COMMITTEE REPORTS

A. Executive & Strategic Planning Committee (Vogel)

- 1. Board Recognition of Retiring Staff (Claudette, Gail, Manu) – Board members thanked staff for their dedication to A1AA.
- 2. Report from Executive Committee meeting with Sarah Kerr. Discussion.

B. Finance, Audit & Contract Review Committee (Chair)

1. October 2025 Financial Statements (Lemon) (ATTACHMENT)..... **7**
Recommendation: Accept financial statement. Netjes/Aubrey/unanimous

- 2. Agency Budget Revision 1, (Informational) (ATTACHMENT).....10
- 3. Financial/Accounting Software Proposal (Lemon)
 (ACTION) (HANDOUT) Recommendation: Accept
 Proposal. DISCUSSION: it was agreed that we didn't
 have enough information to determine whether the
 implementation costs were reasonable, and without staff in
 fiscal, it wouldn't be a good time to start a new contract.
 Follow up will include getting bids from other companies
 who can do the implementation and getting assistance
 from Heather Roche-Waldo in January through a
 Fractional CPA contract to help us determine next steps.
 Claudette thanked for the research on the software, which
 we agreed was what we wanted. NO ACTION TAKEN.
- 4. Resolution No. 324 - Title VI Plan.pdf (ACTION) 11
Recommendation: Approve Resolution No 324. (Aubrey/Osborne-
 Stafsnes/unanimous

C. Nominations and Membership Committee (Vogel) (ACTION)

- 1. Recognition of Outgoing Board Member Jensen (Vogel)
- 2. Jermaine Brubaker application for Del Norte Board position.....12
Recommendation: Approve application and accept Brubaker as a board
 member. Perris/Osborne-Stafsnes/unanimous
- 3. New Board Member List as of January 2026 (Attach).....17
 Send Maggie and changes.
- 4. Assign chair ships to board members for 2026. (Finance and Nominations)
 Pending

D. Resource Development Committee (Netjes)

- 1. Debrief Meeting report re Young at Heart Event. Net \$5851 plus \$1500
 sponsorship which can go to our general fundraising but not Volunteer Driver
 specifically. A good first time event and interest in doing it again, with
 adjustments to day of week, time, ticket sales, etc.
- 2. Idea for second fundraiser, Art Show/Silent Auction. Julie Fulkerson willing
 to help us with a silent art auction. Looking at June 2026 – during arts alive.

E. Personnel Committee (Chair: Perris) No Report

V. DIRECTOR'S REPORT (Kraft)

- 1. Executive Director to Board December 2025 (ATTACHMENT)...18
- 2. Staff update - Thank you to retiring fiscal staff
- 3. Fiscal and administration openings, working w/Express Employment
 & consultant Heather Roche-Waldo www.rockrise.net

VI. ADVISORY COUNCIL REPORT (Rose) None

VII. NEW BUSINESS

VIII. BOARD and STAFF MEMBER COMMENTS

IX. ADJOURNMENT

NEXT MEETING: January 20, 2026, 2:30 - 5:00 PM (Longer than usual)

NOTE: IN-PERSON AT EUREKA CHAMBER OF COMMERCE

Area 1 Agency on Aging
Statement of Financial Position - Unposted Transactions Included In Report
As of 11/30/2025
(In Whole Numbers)

	Current Year	Prior Year
ASSETS		
Current Assets		
Operating Cash	279,229	465,088
Federal and State Funds Receivable	96,370	16,813
Other Accounts Receivable	73,995	58,199
Prepaid Expenses	31,593	29,086
Total Current Assets	481,187	569,186
Investments		
Endowment Fund CD's	321,214	(42,074)
AIAA Endowment at HAF	607,443	441,220
Total Investments	928,657	399,147
Other Assets		
Right-of-Use Asset	47,961	0
Total Other Assets	47,961	0
Total ASSETS	1,457,805	968,332
LIABILITIES		
Current Liabilities		
Accounts Payable	455,240	196,449
Payroll, Benefits, Payroll Taxes Payable	43,758	36,819
Accrued Vacation & Holiday Pay	49,351	39,862
Current Portion Lease Payable	27,144	0
Refundable Advances	232	110
Deferred Income	(246,250)	(205,762)
Total Current Liabilities	329,475	67,478
Non Current Liabilities		
Lease Payable	20,817	0
Total Non Current Liabilities	20,817	0
Total LIABILITIES	350,292	67,478
NET ASSETS		
Unrestricted net assets		
	1,078,033	859,020
Temporarily restricted net assets		
	0	4,601
Change in Net Assets		
	29,545	37,234
Total NET ASSETS	1,107,578	900,855
LIABILITIES AND NET ASSETS	1,457,870	968,332

Area 1 Agency on Aging
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 11/1/2025 Through 11/30/2025
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Budget - Revision 1	Budget \$ Remaining	Budget % Remaining
REVENUES					
Federal Funds	101,575	474,799	1,032,346	(557,547)	(54)%
Federal Funds - July thru March	8,304	24,054	59,081	(35,027)	(59)%
Federal Funds - Oct thru June	4,201	15,280	35,199	(19,919)	(57)%
Federal Funds - April thru June	0	0	19,694	(19,694)	(100)%
State Funds	197,017	748,945	1,566,948	(818,003)	(52)%
NSIP Funds	8,768	8,768	75,805	(67,037)	(88)%
Grant and Contract Revenues	26,446	109,647	233,791	(124,144)	(53)%
Project Income	(1,160)	2,661	3,287	(626)	(19)%
Donations	2,062	13,496	35,720	(22,223)	(62)%
Miscellaneous Income	0	1,664	0	1,664	0 %
Interest Income	0	3,124	0	3,124	0 %
Dividend Income	0	1,640	0	1,640	0 %
Gain on Sale of Investments	0	10,436	0	10,436	0 %
Unrealized Gain on Investments	0	21,905	0	21,905	0 %
In Kind Revenue	0	455	0	455	0 %
Total REVENUES	347,213	1,436,874	3,061,871	(1,624,997)	(53)%
EXPENDITURES					
Salaries and Wages	80,574	420,276	979,359	559,082	57 %
Payroll Taxes	6,924	32,524	82,366	49,842	61 %
Health Insurance	5,408	24,446	61,895	37,449	61 %
Workers Comp Insurance	1,117	4,092	8,351	4,259	51 %
Staff Travel	1,760	4,236	19,878	15,642	79 %
Staff Training	1,090	2,164	5,766	3,602	62 %
Expendable Equipment	0	18,627	26,406	7,779	29 %
Equipment Rentals	293	2,846	10,449	7,603	73 %
Consultants	6,153	70,106	162,748	92,642	57 %
Software	1,874	14,432	22,490	8,058	36 %
Office Supplies	2,485	4,740	9,215	4,475	49 %
Postage	483	3,132	6,352	3,220	51 %
Printing	388	4,627	13,551	8,924	66 %
Memberships & Publications	1,216	7,441	14,980	7,539	50 %
Advertising	2,496	7,541	11,161	3,620	32 %
Outreach	0	376	19,102	18,726	98 %
Volunteer Expense - Mileage	156	5,293	17,548	12,255	70 %
Volunteer Expense - Insurance	34	177	676	499	74 %
Volunteer Expense - Recognition	17	1,444	7,575	6,131	81 %
Volunteer Expense - Training	47	1,898	3,893	1,996	51 %
Volunteer Expense - Telephone	0	65	0	(65)	0 %
Purchase of Services	4,348	11,364	40,000	28,636	72 %
Special Projects	7,081	9,974	30,637	20,662	67 %
Pay Pal Fees	3	40	27	(13)	(50)%
Audit	23,500	23,500	23,288	(212)	(1)%
Filing Fees & Live Scans	60	679	2,242	1,563	70 %
Insurance	1,586	7,692	17,122	9,430	55 %
Building Rent	3,407	15,198	37,047	21,849	59 %
Utilities	649	2,614	6,213	3,599	58 %
Telephone & Internet	2,045	7,391	18,463	11,072	60 %
Repairs & Maintenance	1,173	13,594	11,528	(2,066)	(18)%
Property Taxes	103	234	0	(234)	0 %
Title III B Expense - Contracted	4,780	25,908	40,000	14,092	35 %
Title III C1 Expense - Contracted	54,914	257,866	443,929	186,063	42 %
Title III C2 Expense - Contracted	115,965	341,839	736,135	394,296	54 %

Area 1 Agency on Aging
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 11/1/2025 Through 11/30/2025
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Budget - Revision 1	Budget \$ Remaining	Budget % Remaining
NSIP III C1 Expenditures	3,044	3,044	26,406	23,362	88 %
NSIP III C2 Expenditures	5,724	5,724	49,399	43,675	88 %
Title III E Expense - Contracted	12,944	48,520	95,674	47,154	49 %
Unrealized Losses on Investments	0	182	0	(182)	0 %
Investment Management Fees	0	1,093	0	(1,093)	0 %
In Kind Expenses	0	455	0	(455)	0 %
Total EXPENDITURES	<u>353,841</u>	<u>1,407,393</u>	<u>3,061,870</u>	<u>1,654,477</u>	<u>54 %</u>
REVENUES OVER EXPENDITURES	<u>(6,627)</u>	<u>29,481</u>	<u>0</u>	<u>29,480</u>	<u>7,019,143 %</u>

AREA 1 AGENCY ON AGING
ATTN DIRECTOR OF FINANCE
333 J STREET
EUREKA CA 95501-0525

Your 2025 tax forms from Edward Jones

Edward Jones will furnish all Forms 1099-R and 1099-Q by Jan. 31, 2026, and all Consolidated 1099 Tax Statements by Feb. 15, 2026, per IRS requirements. We may not receive final information from issuers by Feb. 15, in which case your tax statement will not be final. Some issuers have until March 15 to provide final information. Visit us at edwardjones.com/taxcenter to learn more about your Edward Jones tax forms.

Corporate - Select

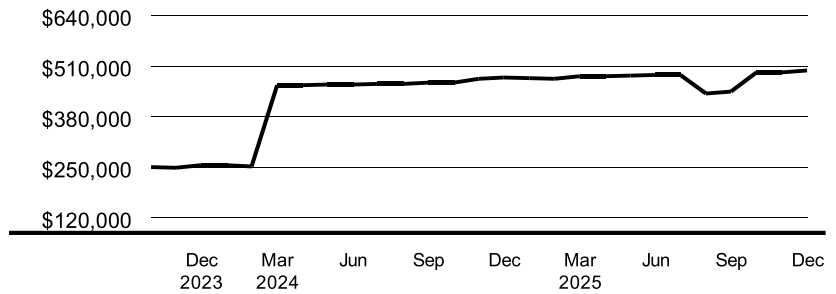
Portfolio Objective - Account: Preservation of Principal

Account Value

\$500,047.91

1 Month Ago	\$494,533.69
1 Year Ago	\$480,436.95
3 Years Ago	\$0.00
5 Years Ago	\$0.00

Value of Your Account



Value Summary

	This Period	This Year
Beginning Value	\$495,177.68	\$480,436.95
Assets Added to Account	0.00	50,000.00
Assets Withdrawn from Account	0.00	-50,000.00
Fees and Charges	0.00	0.00
Change In Value	4,870.23	19,610.96

Ending Value **\$500,047.91**

For more information regarding the Value Summary section, please visit www.edwardjones.com/mystatementguide.

Rate of Return

Your Personal Rate of Return for Assets Held at Edward Jones	This Quarter	Year to Date	Last 12 Months	3 Years Annualized	5 Years Annualized
	0.75%	3.39%	3.39%	—	—

Rate of Return (continued)

Your Personal Rate of Return: Your Personal Rate of Return measures the investment performance of your account. It incorporates the timing of your additions and withdrawals and reflects commissions and fees paid. Reviewing Your Personal Rate of Return is important to help ensure you're on track to achieving your financial goals.

The performance of your investments is tracked since they have been held in the current account, but no earlier than Jan.1, 2009. This also includes investments you owned during this time period but have since sold. Certain events, including a transfer of an investment between accounts, share class conversion, or change in an investment's identification code (CUSIP) caused by a corporate action, will impact the time frame over which the investment's rate of return is calculated.

Rate of Return information on account statements uses the dollar-weighted calculation. Information used to calculate performance may have been obtained from third parties and Edward Jones cannot guarantee the accuracy of such information.

For the most current information, contact your financial advisor or visit edwardjones.com/performance.

Asset Details (as of Dec 31, 2025)

additional details at www.edwardjones.com/access

Assets Held At Edward Jones

	Beginning Balance	Deposits	Withdrawals	Ending Balance
Insured Bank Deposit 0.65%	\$173,963.64	\$154,925.69	-\$150,000.00	\$178,889.33
		Amount on Deposit		
Program Bank Detail				
Capital One Na (Discover)		178,867.96		
State Street Bank and Trust Co		21.37		

Edward Jones Insured Bank Deposit Program (Bank Program) interest rates may vary and are impacted by the total amount paid on deposits by the banks, fees paid to Edward Jones, fees paid to a third party that assists in operating the Bank Program, and several additional factors including the use of a tiered schedule. The fee paid to Edward Jones by the Banks for serving as your agent may be as much as the Federal Funds Target - Upper Limit or 3.75% annually, whichever is greater, on your funds held in Deposit Accounts.

The FDIC insurance limit for all insurable capacities (e.g., individual, joint) is \$250,000 per bank. By using multiple banks, the Bank Program can provide up to a maximum total amount of \$5 million (\$10 million for joint accounts of two or more people) in FDIC insurance. Funds held in the Bank Program are not protected by the Securities Investor Protection Corporation (SIPC).

Edward Jones is not a bank or FDIC-insured institution and deposit insurance only covers the failure of an insured bank. FDIC insurance for deposits held in the Bank Program is provided by the FDIC-insured banks that participate in the Program, on a "pass-through" basis which requires certain conditions to be met for coverage to apply. For a current list of the network of FDIC-insured banks participating in the Program, see edwardjones.com/bankdeposit.

For further information regarding the Bank Program, please review the Program Disclosure, which is available from your financial advisor or at edwardjones.com/bankdeposit.

Important Information: List of Insured Bank Deposit Program Banks Has Been Modified

Bank(s) added to the program:

Pinnacle Bank (Synovus), on or after 01/01/2026

Bank(s) removed from the program:

Synovus Bank, on or after 12/31/2025

Asset Details (continued)

The FDIC has deposit insurance coverage limits per bank for each insurable capacity (e.g., individual, joint). You are responsible for monitoring your FDIC insurance limit. Your FDIC insurance limit is determined by adding the value of the deposits you hold at banks in the program with the value of deposits you hold at the same banks outside of the program. You can designate a bank ineligible to receive your deposits by contacting your financial advisor. See www.edwardjones.com/bankdeposit or contact your financial advisor for a current program bank list.

Certificates of Deposit	Maturity Date	Maturity Value	Value [^]	Rate of Return*
Goldman Sachs Bk USA New York 4.00%	4/8/2026	110,000.00	110,030.80	2.96%
Truist Bk Charlotte N C 4.25%	6/29/2026	50,000.00	50,133.00	2.42%
Wells Fargo Bk N A Sioux Falls 3.80%	10/1/2026	100,000.00	100,170.00	0.17%
B1Bank Baton Rouge La 3.65%	1/29/2027	50,000.00	50,031.50	0.08%

[^]The values shown for CDs represent estimated values if sold prior to maturity. Actual prices may be higher or lower. Generally, if held until maturity, the maturity value plus any accrued interest due will be credited to your account.

Stocks	Price	Quantity	Value	Rate of Return*
Tesla Inc	449.72	24	10,793.28	45.31%

Total Account Value **\$500,047.91**

*Your Rate of Return for each individual asset above is as of December 31, 2025. Returns greater than 12 months are annualized.

Your Rate of Return in the Asset Details section above measures the investment performance of each of your individual assets. It incorporates the timing of your additions and withdrawals and reflects commissions and fees paid. Reviewing your Rate of Return is important to help ensure you're on track to achieving your financial goals.

The performance of your investments is tracked since they have been held in the current account, but no earlier than Jan. 1, 2009. Certain events, including a transfer of an investment between accounts, share class conversion, or change in an investment's identification code (CUSIP) caused by a corporate action, will impact the time frame over which the investment's rate of return is calculated.

Information used to calculate performance may have been obtained from third parties and Edward Jones cannot guarantee the accuracy of such information.

For the most current information, contact your financial advisor or visit www.edwardjones.com/performance.

Summary of Realized Gain/Loss

	This Year
Short Term (assets held 1 year or less)	\$0.00
Long Term (held over 1 year)	0.00
Total	\$0.00

Summary totals may not include proceeds from uncosted securities or certain corporate actions.

Summary of Other Products and Services

Loans and Credit	Account Number	Balance	Approved Credit	Available Credit	Interest Rate
Amount of money you can borrow for Area 1 Agency on Aging	947-26507-1-3	\$0.00	\$142,043*	\$142,043	7.50%

* Your approved credit is not a commitment to loan funds. It is based on the value of your investment account which could change daily. The amount you may be eligible to borrow may differ from your approved credit. Borrowing against securities has its risks and is not appropriate for everyone. If the value of your collateral declines, you may be required to deposit cash or additional securities, or the securities in your account may be sold to meet the margin call. A minimum account value is required if you have loan features on your account. Your interest will begin to accrue from the date of the loan and be charged to the account. Your interest rate will vary depending on the assets under care of your Edward Jones Pricing Group. For more information on how your interest rate is calculated, contact your financial advisor or please visit: www.edwardjones.com/disclosures/marginloans

Investment and Other Activity by Date

Date	Description	Quantity	Amount
12/18	Redeemed First Natl Bk Omaha Neb 4.200 Due 12/18/25 Matured Security	-100,000	\$100,000.00
12/18	Interest on First Natl Bk Omaha Neb Due 12/18/2025 4.200 % on 100,000 @ 0.042		4,200.00
12/26	Redeemed Mizrahi Tefahot Bk Ltd Los 4.050 Due 12/26/25 Matured Security	-50,000	50,000.00
12/26	Interest on Mizrahi Tefahot Bk Ltd Los Due 12/26/2025 4.050 % on 50,000 @ 0.010097		504.86
12/30	Buy B1Bank Baton Rouge La @ 100.00 Due 01/29/2027 03.650% Yield 3.650 % to Maturity	50,000	-50,000.00
12/31	Buy Wells Fargo Bk N A Sioux Falls @ 100.00 Due 10/01/2026 03.800% Yield 3.800 % to Maturity	100,000	-100,000.00

Insured Bank Deposit Detail by Date

Beginning Balance on Nov 1					\$173,963.64
Date	Transaction	Description	Deposits	Withdrawals	Balance
11/28	Income	Insured Bank Deposit Interest	102.47		\$174,066.11
12/19	Deposit		104,200.00		\$278,266.11
12/29	Deposit		50,504.86		\$328,770.97
12/30	Withdrawal			-50,000.00	\$278,770.97
12/31	Income	Insured Bank Deposit Interest	118.36		\$278,889.33
12/31	Withdrawal			-100,000.00	\$178,889.33
Total			\$154,925.69	-\$150,000.00	
Ending Balance on Dec 31					\$178,889.33

Pending Trades

Date	Description	Settlement Date	Total Amount
12/22	Pending buy of Ally Bk Sandy Utah 50,000.00 @ 100.00	1/5/2026	\$50,000.00

Executive Director's Report –January 2026

Meetings with Staff, Board, Advisory Council, Volunteers

- Leadership, executive committee, board. Ongoing weekly supervision of MSW intern. Fiscal staff meetings and brief training sessions with DoF or bookkeeper.
- Ongoing strategic discussions with other AAA directors, C4A, and management staff regarding federal funding and state funding.
- Leadership meeting with Strategic Planning consultant (1.7), regular meetings with Sarah for planning purposes (
- Signed contract with Rockrise Consulting to temporarily fill Payroll Analyst position and conduct assessment of needs for Director of Finance position. Will advertise Executive Assistant position after first of year. (Contract attached)

Program Development and Management

- Twice monthly meetings with ADRC steering committee. State level ADRC meetings - CDA/ADRC local programs leadership meeting (1.14) statewide ADRC Advisory Board (1.16)
- Every other week meetings with Sarah Kerr, strategic planning consultant.
- Staff continue work on activities related to ending the CalFresh Healthy Living contract, including providing last sessions of approved classes for older adults in Del Norte County.
- Continuing Aging and Disability Guide distribution, focusing on churches.
- Reviewing fiscal forms and updating them to include instructions for staff.
- Updating staff onboarding materials for future hires. Scheduled new staff orientation (2.26.)
- With departure of director of finance, two remaining fiscal staff and I have taken on a lot more responsibility. Managers have been asked to take portion of my job duties during the next few months. Will be working with Rockrise Consulting to assess the fiscal department activities, software, roles and responsibilities to determine the best way forward given difficulty in finding a CPA level director of finance and upcoming funding reductions that will reduce our ability to take enough overhead from programs to cover historical department structure.
- Winter Newsletter in progress for late January publication.

Budget, Grant, and Fundraising Work

- Received draft notice of DOT funding for two-year cycle that starts January 2028 (attached)
- Will be meeting with local foundation staff to discuss costs of fiscal department assessment and restructure and new software.
- Fiscal staff preparing for an April CDA Financial "Support" Review, which requires an almost audit level production of documents to be provided to CDA by February 27, 2026. I have asked the CDA team to defer this or to tell me the regulatory authority that allows this process in addition to the official audit process they undertake, but they have not responded.

Community Meetings, Conversations, and Collaborations

- C4A executive committee (12.18, 1.15)
- CDA hosted a webinar on updates regarding SB1249 elements (1.6)

Planner/Contract Manager Board Report January 2026

Request for Proposals (RFP):

Competitive Nutrition RFPs have been publicized. We have received letters of intent from Del Norte Senior Center and Humboldt Senior Resource Center.

Noncompetitive RFPs have been sent to Legal Services of Northern California and North Coast Opportunities-Redwood Caregiver Resource Center. Both providers have acknowledged receipt.

Area Plan Update 26-27:

The 26-27 update is in progress. Objectives and service unit plans are being reviewed and adjusted to reflect funding reductions due to the termination of the CalFresh Healthy Living contract and the ending of the Aging in Place Older Californians Act Modernization funding, both to sunset on 3.31.26.

Advisory Council:

Next meeting is Monday, March 2, 2026 from 1-2:30 pm.

This Master Service Agreement (the "Agreement") is entered into as of January 1, 2026 by and between:

Rock Rise Consulting Inc.
("Consultant")
548 Market St PMB 410757
San Francisco, California 94104

And

Area 1 Agency on Aging
("Client")
333 J Street
Eureka, CA 95501

RECITALS

WHEREAS, Consultant is in the business of providing accounting and business consulting services; and

WHEREAS, Client desires to retain Consultant to provide such services as may be further described in one or more Statements of Work (each, an "SOW") to be entered into by the parties from time to time;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. SERVICES

1.1 Statements of Work. Consultant agrees to provide the services ("Services") described in SOWs to be entered into by the parties. Each SOW shall reference this Agreement, shall be subject to the terms and conditions hereof, and shall specify the services to be provided, deliverables, timelines, and fees. Each SOW, once executed by the parties, shall become a part of this Agreement.

1.2 Changes to SOW. Any changes to a SOW must be documented in writing and signed by both parties. Consultant shall not be obligated to perform any additional services or incur any additional expenses unless agreed to in writing by Client.

2. TERM AND TERMINATION

2.1 Term. This Agreement shall commence on the date first written above and shall continue until terminated by either party as provided herein.

2.2 Termination for Convenience. Either party may terminate this Agreement or any SOW at any time for any reason by providing thirty (30) days' written notice to the other party.

2.3 Termination for Cause. Either party may terminate this Agreement or any SOW immediately upon written notice if the other party breaches any material provision of this Agreement or the applicable SOW and fails to cure such breach within fifteen (15) days after receiving written notice thereof.

2.4 Effect of Termination. Upon termination of this Agreement or any SOW, Consultant shall cease all work under the terminated SOW(s) and Client shall pay Consultant for all services performed and expenses incurred up to the effective date of termination.

3. FEES AND PAYMENT

3.1 Fees. Client agrees to pay Consultant the fees set forth in each SOW. Unless otherwise specified in the SOW, Consultant shall invoice Client monthly for services rendered, and Client shall pay each invoice within thirty (30) days of receipt.

3.1.1 General Consulting outside specified SOW. Client may elect to schedule general consulting hours outside a specified statement of work at the standard rate of \$150 per hour, subject to mutual written agreement regarding timing and availability.

3.2 Expenses. Client shall reimburse Consultant for reasonable and necessary expenses incurred in the performance of the services, provided such expenses are pre-approved by Client in writing.

3.3 Late Payments. Any undisputed amounts not paid when due shall accrue interest at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, from the due date until paid.

4. CONFIDENTIALITY

4.1 Confidential Information. Each party agrees to keep confidential and not to disclose to any third party any non-public information disclosed by the other party that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential ("Confidential Information").

4.2 Exclusions. Confidential Information does not include information that (a) is or becomes generally known to the public through no fault of the receiving party; (b) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (d) is rightfully obtained by the receiving party from a third party without restriction on use or disclosure.

4.3 Use and Disclosure. The receiving party shall use the disclosing party's Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Agreement and shall not disclose such Confidential Information to any third party without the disclosing party's prior written consent.

5. INDEMNIFICATION

5.1 Indemnification by Consultant. Consultant shall indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with any third-party claim alleging that the services or Work Product infringe or misappropriate any intellectual property right of a third party.

5.2 Indemnification by Client. Client shall indemnify, defend, and hold harmless Consultant and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with any third-party claim alleging that Client's use of the Work Product infringes or misappropriates any intellectual property right of a third party.

6. LIMITATION OF LIABILITY

6.1 Limitation of Liability. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages, whether in contract, tort, or otherwise, arising out of or in connection with this Agreement, even if such party has been advised of the possibility of such damages.

6.2 Cap on Liability. Each party's aggregate liability under this Agreement shall not exceed the total fees paid by Client to Consultant under the applicable SOW in the twelve (12) months preceding the event giving rise to the liability.

7. GENERAL

7.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles.

7.2 Dispute Resolution. Any disputes arising out of or relating to this Agreement shall be resolved through good faith negotiations between the parties. If the parties are unable to resolve the dispute through negotiations, either party may initiate mediation or binding arbitration in accordance with the rules of the American Arbitration Association.

7.3 Entire Agreement. This Agreement, including all SOWs, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, and representations, whether written or oral.

7.4 Amendment. No amendment to this Agreement shall be effective unless it is in writing and signed by both parties.

7.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7.6 Waiver. The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

7.7 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

7.8 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed received when delivered personally, sent by confirmed email, or three (3) days after being sent by certified mail, return receipt requested, to the addresses set forth above or such other addresses as either party may specify in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Rock Rise Consulting Inc., Consultant:



By: _____

Name: Heather Roche-Waldo

Title: Founder & CEO

Area 1 Agency on Aging, Client:



By: _____

Name: Maggie Kraft

Title: Executive Director

This Statement of Work (“SOW”) is entered into as of January 1, 2026 , by and between:

Rock Rise Consulting Inc.
("Consultant")
548 Market St PMB 410757
San Francisco, California 94104

AND

Area 1 Agency on Aging
("Client")
333 J Street
Eureka, CA 95501

Scope of Work

Consultant agrees to provide the following services to Client under the terms and conditions of the Master Service Agreement (the “Agreement”) dated December 10, 2025

This Statement of Work (“SOW”) outlines the temporary provision of payroll processing support by Rock Rise Consulting (“RRC”) to Area 1 Agency on Aging (“A1AA”) through the services of **Jenna Boyer**, whose time is being passed through at cost as billed by Express Employment Professionals.

Tasks and Timeline

This temporary arrangement is designed to ensure continuity of payroll operations while both parties discuss a potential broader engagement to be explored in **January 2026**.

- Timely and accurate processing of payroll cycles
- Routine communication with A1AA administrative and finance staff
- Other payroll-related administrative tasks as requested and mutually agreed
- Coordination with Express Employment regarding hours, billing, and compliance
- Agreement includes time incurred in December 2025 performed under verbal agreement to these duties and terms.

Fees and Payment

- RRC will invoice A1AA for the **actual cost billed by Express Employment** for Jenna Boyer’s services.
- Live Scan, background checks, or other clearance requirements imposed by A1AA will be paid directly by A1AA or reimbursed to RRC at actual cost, with no markup.
- No overhead, administrative fee, or additional surcharge will be applied.
- Invoices will follow Express Employment’s billing schedule.

- Payment is due within fifteen (15) days of receipt of the invoice.

Term


This SOW shall commence upon signing and shall continue until the completion of the services described herein, estimated to be by January 31, 2026, unless terminated earlier in accordance with the Agreement. If a broader engagement is not executed following January 2026 discussions, A1AA may **extend this temporary arrangement for up to ninety (90) days (thru April 30, 2026)** by providing written notice to RRC. No further approval or negotiation is required for this initial extension.

Additional extensions can be negotiated upon mutual agreement of the parties, to be documented in a new statement of work.


Acceptance and Approval

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the date first written above.

Rock Rise Consulting Inc., Consultant:

By: 
Name: Heather Roche-Waldo, CPA
Title: Founder & CEO

Area 1 Agency on Aging, Client:

By: 
Name: Maggie Kraft
Title: Executive Director

This Statement of Work (“SOW”) is entered into as of December 10, 2025 , by and between:

Rock Rise Consulting Inc.
("Consultant")
548 Market St PMB 410757
San Francisco, California 94104

AND

Area 1 Agency on Aging
("Client")
333 J Street
Eureka, CA 95501

Scope of Work

Consultant agrees to provide the following services to Client under the terms and conditions of the Master Service Agreement (the “Agreement”) dated December 10, 2025

This Statement of Work (“SOW”) outlines the temporary provision of accounting services processing support by Rock Rise Consulting (“RRC”) to Area 1 Agency on Aging (“A1AA”) through the services of **Jenna Boyer**, whose time is being passed through at cost as billed by Express Employment Professionals.

Tasks and Timeline

This temporary arrangement is designed to ensure continuity of payroll operations while both parties discuss a potential broader engagement to be explored in **January 2026**.

- Timely and accurate accounting services processing
- Routine communication with A1AA administrative and finance staff
- Other bookkeeping administrative tasks as requested and mutually agreed
- Coordination with Express Employment regarding hours, billing, and compliance
- Average 20 hours per week to include payroll services (as outlined in separate SOW)

Fees and Payment

- RRC will invoice A1AA for the **actual cost billed by Express Employment** for Jenna Boyer’s services.
- Live Scan, background checks, or other clearance requirements imposed by A1AA will be paid directly by A1AA or reimbursed to RRC at actual cost, with no markup.
- No overhead, administrative fee, or additional surcharge will be applied.
- Invoices will follow Express Employment’s billing schedule, currently weekly.

- Payment is due within fifteen (15) days of receipt of the invoice.

Term

This SOW shall commence upon signing and shall continue until the completion of the services described herein, estimated to be by March 31, 2026, unless terminated earlier in accordance with the Agreement. If a broader engagement is not executed following January 2026 discussions, A1AA may **extend this temporary arrangement for up to thirty (30) days (February 28, 2026)** by providing written notice to RRC. No further approval or negotiation is required for this initial extension.

Additional extensions can be negotiated upon mutual agreement of the parties, to be documented in a new statement of work.

Acceptance and Approval


IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the date first written above.

Rock Rise Consulting Inc., Consultant:



By: _____
Name: Heather Roche-Waldo, CPA
Title: Founder & CEO

Area 1 Agency on Aging, Client:

By:  _____
Name: Maggie Kraft
Title: Executive Director

2. Attachment A - 4.6 FTA Section 5310 Program of Projects list - January 2026
 Small Urban and Rural Areas Prioritized List (score priority order)

January 9, 2026

#	AGENCY	County	Caltrans District	Funding Type	Project	Type (1)	Vin	Year	Miles	FTA 5310 Share	Local Match (covered by Toll Credits)	Project Total	Cumulative (Federal \$)	Score
EXPANDED PROJECTS														
1	Faith in Action Interfaith Volunteer Caregivers of Solano County	SOL	4	Small Urban	Operating Assistance	O				\$ 195,000	\$ 195,000	\$ 390,000	\$ 390,000	96
2	Community Partners In Caring	SLO	5	Small Urban	Operating Assistance	O				\$ 225,000	\$ 225,000	\$ 450,000	\$ 840,000	95
3	Community Partners In Caring	SBAR	5	Small Urban	Operating Assistance	O				\$ 225,000	\$ 225,000	\$ 450,000	\$ 1,290,000	95
4	Outreach & Escort, Inc.	SCL	4	Small Urban	Operating Assistance	O				\$ 200,000	\$ 200,000	\$ 400,000	\$ 1,690,000	92
5	Community Bridges/Lifeline	SCZ	5	Small Urban	Operating Assistance	O				\$ 180,000	\$ 180,000	\$ 360,000	\$ 2,050,000	82
6	NCI Affiliates	SLO	5	Small Urban	Operating Assistance	O				\$ 180,000	\$ 180,000	\$ 360,000	\$ 2,410,000	82
7	Dignity Health Connected Living	SHA	2	Small Urban	Operating Assistance	O				\$ 120,000	\$ 120,000	\$ 240,000	\$ 2,650,000	78
8	Redding Area Bus Authority	SHA	2	Small Urban	Operating Assistance	O				\$ 93,025	\$ 93,025	\$ 186,050	\$ 2,836,050	71
9	ARC Imperial Valley	IMP	11	Small Urban	Operating Assistance	O				\$ 93,025	\$ 93,025	\$ 186,050	\$ 3,022,100	71
													100% LINE	
Contingency List if Additional Funding Becomes Available														
1	City of Petaluma	SON	4	Small Urban	Operating Assistance	O				\$ 100,000	\$ 100,000	\$ 200,000	\$ 200,000	66
2	Napa Valley Transportation Authority	NAPA	4	Small Urban	Operating Assistance	O				\$ 56,372	\$ 56,372	\$ 112,744	\$ 312,744	62
3	SMOOTH	SBAR	5	Small Urban	Operating Assistance	O				\$ 100,000	\$ 100,000	\$ 200,000	\$ 512,744	59
4	Supplement Approved Projects					O								
EXPANDED PROJECTS														
1	Reach Out Morongo Basin	SBO	8	Rural	Operating Assistance	O				\$ 200,000	\$ 200,000	\$ 400,000	\$ 400,000	98
2	The Arc of Amador and Calaveras	AMA	10	Rural	Operating Assistance	O				\$ 195,000	\$ 195,000	\$ 390,000	\$ 790,000	98
3	Eastern Sierra Transit Authority	Inyo	9	Rural	Operating Assistance	O				\$ 25,000	\$ 25,000	\$ 50,000	\$ 840,000	97
4	San Benito County Local Transportation Authority	SANBEN	10	Rural	Operating Assistance	O				\$ 175,000	\$ 175,000	\$ 350,000	\$ 1,190,000	90
5	Area 1 Agency on Aging	HUM	1	Rural	Operating Assistance	O				\$ 100,000	\$ 100,000	\$ 200,000	\$ 1,390,000	89
6	Lake Links	LAKE	1	Rural	Operating Assistance	O				\$ 90,000	\$ 90,000	\$ 180,000	\$ 1,570,000	89
7	Vintage House Senior Multi-purpose Center of Sonoma Valley	SON	8	Rural	Operating Assistance	O				\$ 55,000	\$ 55,000	\$ 110,000	\$ 1,680,000	89
8	Morongo Basin Transit Authority	SBO	8	Rural	Operating Assistance	O				\$ 137,500	\$ 137,500	\$ 275,000	\$ 1,955,000	88
9	Town of Truckee	NEV	3	Rural	Operating Assistance	O				\$ 135,000	\$ 135,000	\$ 270,000	\$ 2,225,000	86
10	City of Rio Vista	SOL	4	Rural	Operating Assistance	O				\$ 132,500	\$ 132,500	\$ 265,000	\$ 2,490,000	84
11	Lake Transit Authority	LAKE	1	Rural	Operating Assistance	O				\$ 110,150	\$ 110,150	\$ 220,300	\$ 2,710,300	82
													100% LINE	
Contingency List if Additional Funding Becomes Available														
1	Tuolumne County Transit Agency	TUO	10	Rural	Operating Assistance	O				\$ 175,000	\$ 175,000	\$ 350,000	\$ 350,000	80
2	Coastal Seniors, Inc.	MEN	1	Rural	Operating Assistance	O				\$ 200,000	\$ 200,000	\$ 400,000	\$ 750,000	79
3	Supplement Approved Projects													

(1) R = Replacement Vehicle MM = Mobility Management
 SE = Service Expansion Vehicle
 OE = Operating Equipment
 O = Operating Assistance