

## **BOARD MEETING AGENDA SUBMITTAL**

TO:	GCSD Board of Directors	
FROM:	Jennifer Donabedian, Administrative Services Manager	
DATE:	November 14, 2023	
SUBJECT:	Agenda Item 6E:Adoption of a Resolution Approving the RevisedConsulting Agreement with Roni Lynn Rudy for Social MediaManagement and Other Public Outreach Services	
RECOMME	NDED ACTION:	
Staff recomm	ends the following action:	

I move to adopt Resolution 51-2023 approving the revised Consulting Agreement with Roni Lynn Rudy for Social Media Management and other Public Outreach Services.

### **BACKGROUND:**

The District retained Roni Lynn Rudy for social media and public outreach services in 2019. In the time since the original contract was approved by the Board, the District has developed and implemented a robust and effective social media and public relations presence. The benefits of this relationship and work has been very prominent over the years and has been imperative in the district's ability to get accurate and important information about the many facets of the District and the important services it provides out to the public and constituents using communication mediums and methods appropriate and relevant for current times.

The contract before the Board today includes a scope of work that accurately outlines the duties and work performed by Roni Lynn Rudy on behalf of the District, which support the objectives of the District's Communication Plan.

#### FINANCIAL IMPACT

The annual fee for services is \$33,419, which is a 2% increase over last fiscal year. It also allows for a 2% increase annually for the life of the contract.

## **ATTACHMENTS:**

- 1. Draft Public Relations Consulting Agreement
- 2. Resolution 51-2023

### SERVICES AGREEMENT

# Between the Groveland Community Services District and Roni Lynn Rudy for Social Media and Public Relations Management Services

This Services Agreement ("*Agreement*") is entered into by and between the Groveland Community Services District, a political subdivision of the State of California and a community services district formed and operating pursuant to the provisions of Government Code Section 61000 et seq., ("*GCSD*") and Roni Lynn Rudy ("*Contractor*").

## **RECITALS**

**Whereas,** GCSD has determined that it requires the following services from Contractor: social media and public relations management services; and

**Whereas,** Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

**Whereas,** Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and conditions herein contained, GCSD and Contractor agree as follows:

## 1. <u>DEFINITIONS</u>

1.1. "**Scope of Services**": Such services as are set forth in Contractor's proposal to GCSD attached hereto as Exhibit A and incorporated herein by this reference.

1.2. "*Approved Fee Schedule*": The compensation rates set forth in Contractor's fee schedule to GCSD attached hereto as Exhibit B and incorporated herein by this reference.

1.3. "**Schedule of Work**": The schedule that identifies when certain work and other items are to be completed and delivered to GCSD attached hereto as Exhibit A and incorporated herein by this reference.

# 2. <u>TERM</u>.

The term of this Agreement will commence on July 1, 2023 and will expire on June 30, 2024, unless terminated sooner in accordance with Section 11 of this Agreement; provided, however, this Agreement may be renewed for up to three (3) years succeeding terms of twelve months (12) each, at the option of GCSD by written notice to Contractor at least thirty (30) calendar days before expiration of any term, of its intention to renew this Agreement. Nothing in this Agreement requires GCSD to renew or extend this Agreement.

## 3. <u>CONSULTANT'S SERVICES</u>

3.1 Contractor shall perform the services identified in the Scope of Services ("*Work*"). GCSD shall have the right to request, in writing, changes in the Work. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by a written amendment to this Agreement.

3.2 Contractor shall perform all Work to the standards of Contractor's profession. Contractor shall comply with all applicable federal, state and local laws and regulations.

3.3 During the term of this Agreement, the Contractor shall disclose to GCSD any financial, business, or other relationship with GCSD or its employees (apart from this Agreement).

3.4 Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any GCSD employee.

3.5 Contractor represents that it has, or will secure at its own expense, all personnel required to perform the Work. All Work shall be performed by Contractor or under its supervision, and all personnel engaged in the Work shall be fully qualified and authorized to perform it under federal, state and local laws.

3.6 Contractor agrees to be as fully responsible to GCSD for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor.

3.7 Contractor shall perform the Work with resources available within its own organization and no portion of the Work shall be subcontracted without the prior written authorization of GCSD, except that which is expressly identified in the Approved Fee Schedule.

3.8 Contractor shall pay its subcontractors within fifteen (15) calendar days from receipt of each payment made to Contractor by GCSD. Failure by Contractor to carry out this provision of the Agreement will be considered a material breach of this Agreement, which may result in the termination of the Agreement or other such remedy, as GCSD deems appropriate.

# 4. <u>ADDITIONAL SERVICES</u>.

Additional services may be required by GCSD in connection with the Work. Such additional services shall be performed as set forth in a written amendment to this Agreement. Each amendment providing for additional services must list the scope of the additional services to be performed, state the time within which they are to be completed, delineate any special conditions, address any additional or different costs and the extent of their reimbursement, and state the compensation in accordance with the terms provided in Section 5 of this Agreement.

## 5. <u>COMPENSATION, ALLOWABLE COSTS, AND PAYMENTS</u>

5.1. All payments by GCSD to Contractor as required under this Agreement, unless otherwise explicitly provided, will be based on a fixed fee.

5.2. GCSD will pay to Contractor in accordance with the fee schedule contained in Contractor's Fee Schedule contained herewith.

5.3 Contractor will submit monthly invoices to GCSD, specifying Work completed. Each invoice must itemize the services rendered during the billing period and the amount due.

5.4. GCSD Agreement number must be listed on all invoices.

5.5 GCSD shall notify Contractor, in writing, of any disputed amounts included on the invoice. GCSD shall pay all undisputed amounts included on the invoice. GCSD shall not withhold applicable taxes or other authorized deductions from payments made to Contractor.

5.6. Payments for any services requested by GCSD that are not included in the Scope of Services must have prior written approval from GCSD.

5.7. GCSD is not obligated to pay any invoice submitted 180 days or more after a Product is shipped or Services are completed.

5.8. GCSD shall not advance Contractor for any costs in the performance of this Agreement. GCSD shall pay Contractor for any reimbursable costs upon 1) providing proper supporting documentation for the cost in its monthly billings and 2) completion of the activity in which the cost was incurred by the Contractor.

5.9. GCSD will make best efforts to reimburse Contractor within thirty (30) days of receipt of an acceptable invoice approved by the GCSD Project Manager. GCSD shall notify Contractor, in writing, of any disputed amounts included on the invoice. GCSD shall pay all undisputed amounts included on the invoice. GCSD shall pay all undisputed amounts from payments made to Contractor.

# 6. <u>RELATIONSHIP OF PARTIES</u>

Contractor is, and shall at all times remain as to GCSD, a wholly independent contractor and not an employee of GCSD. Contractor shall have no power to incur any debt, obligation, or liability on behalf of GCSD or otherwise to act on behalf of GCSD as an agent. Neither GCSD nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of Contractor's agents or employees are, in any manner employees of GCSD.

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# 7. INDEMNIFICATION AND RISKS

7.1. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend GCSD, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or any of its officers, employees, servants, or subcontractors in the performance (or non-performance) of the Work or this Agreement (or both). Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of GCSD's choice.

7.2. GCSD shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due GCSD from Contractor as a result of Contractor's failure to pay GCSD promptly any indemnification arising under this Section 7 or related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws, or (both (i) and (ii), or any combination thereof.

7.3. The obligations of Contractors under this Section 7 will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to GCSD, its officers, agents, employees and volunteers.

7.4. GCSD does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by GCSD, or the deposit with GCSD, of any insurance policy or certificate required pursuant to this Agreement. Contractor's obligations to defend, hold harmless, and indemnity GCSD will apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

7.5. Contractor assumes all risk, hazards and conditions encountered in the performance of the work, such as, but not limited to, bad weather, delays in delivery of material and equipment, strikes and labor disputes (whether directed against Contractor, GCSD, any other contractor or agent of GCSD, or otherwise) and embargoes, and no extra payment or charge will be allowed on account thereof. Contractor further agrees not to hold GCSD responsible for any damage, loss or expense incurred by Contractor through the fault of any other contractor or agent hired by or for GCSD. All equipment hired by GCSD relating to the Work will be hired "wet"—meaning Contractor will be responsible for fuel and maintenance of all such equipment. Any damage to such equipment is at Contractor's sole expense.

# 8. INSURANCE

8.1. Contractor will not commence the Work until all insurance required pursuant to this Agreement is obtained at Contractor's own expense. Contractor shall furnish certification of insurance within five (5) days after this Agreement is executed and prior to issuance of the Notice to Proceed. Such insurance must have the approval of GCSD as to limit, form and amount. During the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with

Contractor's performance of the Work or this Agreement (or both). Such insurance shall be of the types and in the amounts as set forth below:

8.1.1. The Contractor shall maintain Commercial General Liability Insurance on an occurrence basis including Bodily Injury & Property Damage Coverage, Premises Coverage, Products & Completed Operations Coverage, Contractual Liability Coverage and Independent Contractors Liability Coverage with limits not less than the following:

- \$2,000,000 General Aggregate
- \$1,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
  - \$100,000 Damage to Premises Rented to You

8.1.2. Contractor shall maintain Umbrella/Excess Liability insurance on an occurrence basis in excess of the underlying insurance described above which is at least as broad as each and every one of the underlying policies. Umbrella limits may be used to satisfy limit requirements as long as the total amount of insurance is not less than the limits specified in this Agreement.

- \$1,000,000 Each Claim
- \$1,000,000 General Aggregate
- \$1,000,000 Products & Completed Operations Aggregate

8.1.3. Contractor shall maintain Statutory Workers'

Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than:

\$1,000,000 Bodily Injury by Accident, Each Accident

- \$1,000,000 Bodily Injury by Disease, Policy Limit
- \$1,000,000 Bodily Injury by Disease, Each Employee

8.1.4. Contractor shall maintain Business Auto Insurance for all scheduled vehicles by the Contractor with a minimum liability limit of not less than \$1,000,000 per accident (combined single limit).

8.2. Contractor shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

8.3. The policy or policies required by this Agreement shall be issued by an admitted insurer or an approved insurer with the Surplus Line Association in the State of California and with a rating of at least A:VII in the latest edition of AM Best's Insurance Guide.

8.4. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, GCSD may immediately terminate this Agreement.

8.5. At all times during the term of this Agreement, Contractor shall maintain on file with GCSD a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming GCSD and its officers, employees, agents and volunteers as additional insureds. Contractor shall, prior to commencement of work under this Agreement, file with GCSD such certificate(s).

8.6. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least ten (10) days prior to the expiration of the coverages.

8.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming GCSD and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled except on thirty days' prior written notice to GCSD. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "*endeavor*" with regard to any notice provisions.

8.8. The insurance provided by Contractor shall be primary to any coverage available to GCSD. Any insurance or self-insurance maintained by GCSD and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

8.9. All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees or subcontractors, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against GCSD.

8.10. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend set forth in this Agreement.

# 9. <u>NOTICES</u>

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Contractor's and GCSD's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to GCSD:

If to Contractor:

Peter J. KampaRoni Lynn Rudy18966 Ferretti Road13480 W. Park Ave.Groveland, CA 95321Boulder Creek, CA 95006(209) 962-7161(209) 352-4424

### 10. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 7 shall survive the expiration or termination of this Agreement.

#### 11. DEFAULT AND TERMINATION

11.1 Contractor shall be liable for any and all loss and damages sustained by GCSD as a result of delays resulting from any breach of this Agreement by Contractor.

11.2 All of the following shall constitute events of default, which is not an exclusive list:

11.2.1 Contractor's failure to perform in full or in material part any or all of its obligations under this Agreement.

11.2.2 Contractor's refusal or neglect to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality to complete or perform the Work, as per the Schedule of Work and as required by this Agreement.

11.2.3 Defective Work that is not remedied by Contractor.

11.2.4 The filing against Contractor of an involuntary petition seeking to declare Contractor a debtor under the Bankruptcy Code if such involuntary petition is not dismissed within thirty (30) days after filing, or the granting of an order of relief against Contractor by the Bankruptcy Court, the commission of any act of insolvency, or making of an assignment for benefit of creditors without GCSD's consent, or if for any cause a receiver shall be appointed for Contractor or Contractor's assets or interests under this Agreement.

11.2.5 Claims or liens or stop notices filed in connection with the Work or reasonable evidence indicating probable filing of a claim, lien, or stop notice, or if an attachment or execution or other writ or process shall be levied against any of Contractor's property and remain unsatisfied or undischarged for a period of more than five (5) days.

11.2.6 Contractor's failure to promptly pay any subcontractor.

11.2.7 Any act or omission by Contractor that would provide a basis for any claim by GCSD against Contractor under applicable law, whether for damages or other legal remedy.

11.3 In addition to any other remedy provided in this Agreement, upon the occurrence of any event of default, GCSD may, upon twenty-four (24) hours' notice to Contractor, without liability therefor and without prejudice to any other right or remedy: (i) provide itself, or through others, all or any portion of any labor, materials, equipment and other things, including any overtime Work, and do any other things which Contractor is failing to provide or to do in accordance with its obligations hereunder, and all costs and expenses incurred by GCSD in so doing shall be an indebtedness owed from Contractor to GCSD; (ii) terminate the services of Contractor hereunder and take possession of the site of the Work and all of the materials, tools, appliances and other property (including such as may belong to Contractor) thereon, and take over and finish the Work by whatever method GCSD may deem expedient for the account and at the expense of Contractor, and Contractor agrees in such event to pay GCSD on demand any and all costs and expenses, including compensation for additional managerial and administrative services incurred by GCSD in so doing; or (iii) whether or not GCSD exercises its rights under (i) and (ii) above, withhold any further payment of any kind whatsoever becoming due to Contractor under this Agreement until the situation has been wholly remedied (or, if GCSD shall exercise its rights of termination under (ii) above, until the Work has been Completed), at which time there shall be due to Contractor only the balance of any sum withheld which remains after deducting all sums payable, and a reasonable reserve for any sums which may become payable to GCSD, or on account of subsequently discovered facts, nullify, all or part of any payment owing or paid under Section 5 of this Agreement, to the extent necessary to protect GCSD from loss, including costs and reasonable attorneys' fees.

11.4 Should GCSD terminate this Agreement due to the default of Contractor, Contractor shall owe as a debt to GCSD all money damages sustained by GCSD, including without limitation the following:

- Any increased costs or fees required to perform the Work.
- Any delay damages, including increased bank penalties or interest and all other financial damage, caused by delay in completion of Work due to replacement of Contractor.
- All other costs and damages sustained by GCSD due to any default of Contractor.

11.5 If GCSD, in its subjective good faith judgment, determines that the Work has been improperly performed, has caused delay, or has caused damages to other work performed by others, and if Contractor refuses or for any reason is unable to correct or pay for the improper Work, damage, or cost of delay, GCSD may correct or pay for the correction of the improper Work, damages, or cost of delay and charge the costs to Contractor, which costs may be deducted from any monies owed by GCSD to Contractor.

11.6 GCSD may terminate this Agreement at any time without cause by notice to Contractor. If this Agreement is terminated without cause, Contractor shall be entitled only to one (1) payment for Work completed. Payment pursuant to this Section shall be in full satisfaction of Contractor's right of

compensation pursuant to this Agreement. It is agreed that Contractor shall not have any claim and shall not be entitled to recover monetary damages for lost or anticipated profits for remaining Work or for lost or anticipated profits based in any way on forgoing or not seeking, bidding or entering into other contracts or projects in reliance upon the Work under this Agreement.

# 12. <u>GENERAL PROVISIONS</u>

12.1. Contractor shall not delegate, transfer, or assign its duties or rights hereunder, either in whole or in part, without GCSD's prior written consent, and any attempt to do so shall be void and of no effect. GCSD shall not be obligated or liable under this Agreement to any party other than Contractor.

12.2. During the performance of this Contract, Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

12.3. The captions and headings (collectively "*Headings*") in this Agreement are intended to be descriptive only and for convenience in reference in this Agreement. Should there be any conflict between the Heading and the specific content of a section or paragraph, the specific content of the section and paragraph shall control and govern in the construction and interpretation of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

12.4. The waiver by GCSD or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by GCSD or Contractor unless in writing.

12.5. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be

necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Tuolumne County, California.

12.6. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.7. This Agreement shall be governed and construed in accordance with the laws of the State of California.

12.8. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between GCSD and Contractor with respect to the transactions contemplated herein. No other prior oral or written Agreements are binding upon the parties. Amendments to this Agreement shall be effective and binding only if made in writing and executed by GCSD and Contractor.

12.9 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each of GCSD and Contractor shall deliver original counterparts to the other on or before FIFTEEN (15) days from the date hereof.

GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California Roni Lynn Rudy

By: \_\_\_\_\_ Peter J. Kampa General Manager by: \_\_

Roni Lynn Rudy Contractor

## EXHIBIT "A"

## SCOPE OF SERVICES

The following are specific services and items to be to provided by consultant for a cost-effective approach for Social Media and Public Relations services for community outreach and communication specific, but not limited to, District operations of water, wastewater, emergency response and fire protection, parks and recreation.

- 1. Social Media and Public Outreach Management
  - a. Implementation of the District's Communication Plan by managing the District's social media platforms, keeping the public and workforce informed and engaging the public in the understanding of the District's operations, management, and finances. Ensuring that the public and District constituents are aware of the high level of customer service and high quality of water, sewer, fire and park services provided by the District.
  - b. Develop and manage a 12-month calendar for District communications and an execution plan.
  - c. Manage, develop, and monitor the use of social communication forms, including social media, print materials, media channels, and other communication methods that are available or might become available in the future.
  - d. Provide recommendations and strategies as deemed appropriate to enhance the District's image, messaging, and brand identity.
  - e. Provide crisis communication as necessary.
  - f. Concept development, including quality graphic design.
- 2. Community Outreach
  - a. Develop a monthly digital news platform to educate and advise subscribers on District issues, meetings, events, programs, services, and projects.
  - b. Work with District staff and partners to gather news about the District for distribution via social media, e-news platforms, print, media channels, and the District website.
  - c. Develop news releases, media advisories, articles, website content, and fact sheet for District events, initiatives, projects, and services.
  - d. Provide Community outreach to ensure public engagement related to District ongoing activities and objectives.
  - e. Examine existing and upcoming programs and initiatives of the District and develop strategies for promoting efforts in the community.

- 3. Public Relations
  - a. Enhance the District's social media outlets, including providing strategic support for communication projects, initiatives, and campaigns designed to advance the District's vision, mission, image, and branding.
  - b. Develop public relations strategies to raise public and community awareness of the District's upcoming events.
  - c. Create messaging to drive interaction and share relevant content by providing opportunities to interact with the programs and services. Draft and edit news releases and media advisories, and distribute designated media outlets upon direction and approval by the District's General Manager or designee.
  - d. Develop public relations strategies to raise public and community awareness of the District's matters upon direction and approval by the District's General Manager and Board of Directors.
  - e. Work as an extension of staff to refine and develop new customer onboarding engagements via social media posts and content about the District services, meetings, projects, events, etc.
  - f. Develop strategies for countering misinformation and misconceptions.
  - g. Tracking and responding to stories, events, and crises, in the media that may benefit the District from a response on behalf of the District, upon direction and approval by the District's General Manager or designee.
- 4. Social Media
  - a. Build messaging that can be used in various channels, including social media and paid traditional media, to target critical audiences through timely and relevant channels to drive awareness, create an emotional connection, educate on important actions, and drive traffic to the website.
- 5. Monthly Reports
  - a. Submit monthly reports to the District summarizing activities during the previous month before identified due date.

# EXHIBIT "B"

# FEE SCHEDULE

Annual Base Fee	\$33,419
Annual Increase Allowance	Up to 2%

#### **RESOLUTION 51-2023**

#### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING THE REVISED CONSULTING AGREEMENT WITH RONI LYNN RUDY FOR SOCIAL MEDIA MANAGEMENT AND OTHER PUBLIC OUTREACH SERVICES

**WHEREAS**, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, the District retained Roni Lynn Rudy in 2019 for social media and public relations management and implementation of the District's Communication Plan; and

WHERAS, the benefits of this relationship and work has been imperative in the District's ability to get accurate and important information about the many facets of the District and the important services it provides out to the public and constituents using communication mediums and methods appropriate and relevant for current times; and

**WHEREAS**, the District has developed a scope of work that accurately outlines the duties and work performed by Roni Lynn Rudy on behalf of the District, which support the objectives of the District's Communication Plan; and

**WHEREAS**, the District wishes to retain Roni Lynn Rudy for its social media and public relations management.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES** hereby approve Resolution 51-2023 the revised Consulting Agreement with Roni Lynn Rudy for Social Media Management and Other Public Outreach Services.

**WHEREFORE,** this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on November 14, 2023, by the following vote:

AYES: NOES: ABSTAIN: ABSENT Page 2 Resolution 51-2023

APPROVE:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board secretary

### **CERTIFICATE OF SECRETARY**

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on November 14, 2023. DATED: \_\_\_\_\_