

INDEPENDENT CONTRACTOR AGREEMENT

Client: **Kensington Community Services District**
10940 San Pablo Ave., El Cerrito, CA 94530

Contractor: **Kimber Communications**
10 Liberty Ship Way, Suite 150, Sausalito, CA 94965

I. THE PARTIES

This Independent Contractor Agreement ("Agreement") is made between Kensington Community Services District ("Client") and Kimber Communications ("Contractor"), effective June 8, 2026.

WHEREAS the Client intends to engage the Contractor for website integration and related communications services under the following terms and conditions.


II. THE SERVICES

The Contractor agrees to perform website integration and communications services including:


- Integration of Kensington Fire Department content into the existing Kensington Community Services District website platform.
- Website planning and navigation restructuring.
- Kensington Fire Department section development.
- Emergency communications enhancements.
- Content migration and organization.
- Mobile optimization and accessibility improvements.
- Staff training and launch support.
- Additional services described in Exhibit A.

III. PAYMENT

- Total project fee shall be as outlined in the approved proposal.
- 50% due upon execution of this Agreement.
- 50% due upon project completion and prior to launch.
- Additional work outside the approved scope shall be billed at \$95.00 per hour.
- Invoices are payable within fifteen (15) days.

 6-11-26

Client / Date

 6/13/26

Contractor / Date

IV. DUE DATE

Services shall commence June 8, 2026 and continue through project completion.

V. EXPENSES

Contractor shall be reimbursed for pre-approved expenses directly attributable to the Services.

VI. LIABILITY INSURANCE

Contractor shall maintain liability insurance with minimum coverage of \$1,000,000 per occurrence.

VII. TERMINATION

This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice.

VIII. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor and not an employee of Client. Contractor retains sole control over the means and methods used to perform the Services.

IX. BUSINESS LICENSES, PERMITS, AND CERTIFICATES

Contractor shall maintain all required licenses, permits, and certificates necessary to perform the Services.

X. FEDERAL AND STATE TAXES

Contractor shall be solely responsible for all taxes, withholdings, and governmental obligations arising from compensation received under this Agreement.

XI. BENEFITS

Contractor shall not be entitled to any benefits provided by Client to its employees.

XII. UNEMPLOYMENT COMPENSATION

Contractor shall be solely responsible for unemployment obligations related to its personnel.

XIII. WORKERS' COMPENSATION

Contractor shall maintain workers' compensation coverage as required by law.

XIV. INDEMNIFICATION

Contractor shall indemnify and hold harmless Client from claims arising out of Contractor's negligent performance of the Services.

DA 6-11-26
Client / Date

Car 6/13/26
Contractor / Date

XV. CONFIDENTIALITY

Contractor shall maintain the confidentiality of all proprietary and confidential information received from Client.

XVI. PROPRIETARY INFORMATION

All work product created specifically for Client under this Agreement shall become Client property upon full payment.

XVII. NO PARTNERSHIP

Nothing contained herein shall create a partnership, joint venture, or employment relationship.

XVIII. ASSIGNMENT AND DELEGATION

Contractor may utilize subcontractors and shall remain responsible for their work.

XIX. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

XX. SEVERABILITY

If any provision is deemed invalid, the remainder of the Agreement shall remain in effect.

XXI. BREACH WAIVER

Failure to enforce any provision shall not constitute a waiver of future enforcement.

XXII. ADDITIONAL TERMS

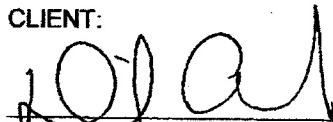
Optional ongoing support services may be provided under separate written authorization.

XXIII. ENTIRE AGREEMENT

This Agreement and Exhibit A constitute the entire agreement between the parties.

SIGNATURES

CLIENT:

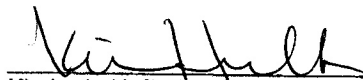


David Aranda, Interim General Manager
Kensington Community Services District

Date: 6-11-26

DA 6-11-26
Client / Date

CONTRACTOR:



Kimberly Huff, President
Kimber Communications

Date: 6/13/2026

Kim Huff 6/13/26
Contractor / Date

EXHIBIT A – SCOPE OF SERVICES

Discovery and Planning

- Review existing Kensington Fire Department website
- Content inventory

- Navigation planning
- Stakeholder input

Information Architecture

- Sitemap updates
- Navigation restructuring

- Department section planning

Design and Integration

- Homepage modifications
- Kensington Fire Department section templates

- Emergency page layouts
- Mobile optimization

Content Migration

- Migration of existing Kensington Fire Department content
- Editing and formatting

- Document uploads
- News category setup

Testing and Training

- Accessibility review
- Mobile testing

- Staff training
- Content review

Launch

- Final launch preparation
- Public rollout

- Post-launch support

Emergency Communications Enhancements

- Sitewide emergency alert banner
- Dedicated emergency information hub
- Alert and notification system links

- Wildfire and evacuation resources
- Emergency contact resources

Optional Ongoing Support

- Content updates
- Technical maintenance
- Emergency update support
- Analytics reporting
- Ongoing staff assistance

D. 6-11-26
Client / Date

V. 6/13/26
Contractor / Date