

SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
INFINITY TECHNOLOGIES

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Second Amendment”) is dated this 10th day of December, 2025, by and between the CITY OF WESTMINSTER, a municipal corporation (“City”) and INFINITY TECHNOLOGIES, a California corporation (“Consultant”). City and Consultant are collectively referred to as Party or Parties.

RECITALS

A. On April 30, 2025, the City and Consultant entered into an agreement for the Consultant to provide the City with IT management and consulting services (“Original Agreement”). Under the Original Agreement, Consultant also prepared an IT assessment.

B. On September 24, 2025, the City and Consultant entered into a First Amendment to the Original Agreement to increase the compensation by an additional Fifty Thousand Dollars (\$50,000) for a total not to exceed One Hundred Fifty Thousand Dollars (\$150,000), for Consultant to maintain IT staff augmentation services and ensure progress on critical infrastructure and cybersecurity projects.

C. Based on the IT assessment, several items need to be implemented including a phased plan to strengthen cybersecurity, improve infrastructure reliability, and modernize technology operations. Consultant is best suited to handle the implementation.

D. The City and Consultant desire to extend the term of the Original Agreement for an additional twenty-four (24) months and to increase the compensation for a total not to exceed amount of One Million Four Hundred Ten Thousand Dollars (\$1,410,000).

NOW, THEREFORE, the Parties amend the Original Agreement as follows:

1. Section 1.1, Scope of Services, is hereby amended to add the following new paragraph:

“In addition, the services described in Exhibit “A,” Consultant shall provide the additional services as set forth in Exhibit “A-1” attached hereto and incorporated herein by this reference. The services set forth in Exhibits A and A-1 shall collectively be referred to herein as services.”

2. Section 2.1 is hereby amended in its entirety and replaced with the following:

“2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “A”. The Consultant’s total compensation shall not exceed One Million Four Hundred Ten Thousand Dollars (\$1,410,000).”

3. Section 4.1 is hereby amended in its entirety and replaced with the following:

“4.1 Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on June 30, 2028, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.”

4. Except as specifically modified herein, all of the terms, conditions and provisions of the Original Agreement and First Amendment shall remain in full forth and effect.

Signatures on the following page.

IN WITNESS WHEREOF, the City and Consultant have executed this Second Amendment to as of the date set forth above.

CITY OF WESTMINSTER,
a California municipal corporation

ATTEST:

By: _____
Christine Cordon
City Manager

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Scott Porter
City Attorney

INFINITY TECHNOLOGIES
a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A-1

ADDITIONAL SERVICES

(STRATEGIC IT & GIS MODERNIZATION
PROPOSAL)