

Agreement No. Agreement Number 2025-027

**CITY OF WESTMINSTER  
PROFESSIONAL SERVICES AGREEMENT WITH INFINITY TECHNOLOGIES**

THIS AGREEMENT is made and entered into this 30th day of April 2025 ("Effective Date"), by and between the CITY OF WESTMINSTER, a municipal corporation ("City"), and Infinity Technologies ("Consultant").

WITNESSETH

- A. WHEREAS City proposes utilizing the services of Consultant as an independent contractor to provide information technology and systems staffing and managed services as more fully described herein; and
- B. WHEREAS Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS City and Consultant desire to contract for the specific services and rates described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS no official or employee of the City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. The consultant shall provide the professional services described in the Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity caused by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with the Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940A of the Government Code. Such actions shall include, but not be limited to

the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted into all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services like the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the City. The city shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

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 Hundred Thousand Dollars (\$100,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. The consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

## **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A."

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages,

compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on June 30, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- (a) Be adjudged a bankrupt;
- (b) Become insolvent or have a receiver of its assets or property appointed because of insolvency;

- (c) Make a general assignment for the benefit of creditors;
- (d) Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- (e) Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- (f) Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation, in the event of termination, the City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. The city shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.
- (e) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per

occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers make any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

- (a) Additional insureds: "The City of Westminster and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such



insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Westminster, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Westminster shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Westminster, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or the suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by the City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.1. GENERAL PROVISIONS**

6.2. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.3. Representatives. The City Manager or his or her designee shall be the representative of the City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

The Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.4. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to ensure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision which must be made by the City to the Project Manager. Unless otherwise specified herein, any approval of the City required hereunder shall mean the approval of the Project Manager.

The Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. The consultant or its Project Manager shall attend and assist in all coordination meetings called by the City.

6.5. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered:

- (a) at the time of delivery if such communication is sent by personal delivery;
- (b) at the time of transmission if such communication is sent by facsimile; and
- (c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO THE CONSULTANT:

Infinity Technologies  
PO Box 582404  
Elk Grove, CA 95758  
Tel: ( 7 1 4 ) 6 7 6 - 8 3 1 1  
Attn: Mohammad Ahmad, President and  
CEO

IF TO THE CITY

City of Westminster  
8200 Westminster Blvd.  
Westminster, CA 92683.  
Tel: (714) 548-3178  
Attn: Adolfo Ozaeta, Assistant City Manager

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. The consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of the City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. The consultant is and shall be acting at all times as an independent contractor and not as an employee of the City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. The consultant shall not, at any time, or in any manner, represent that it or any of its employees are in any manner agents or employees of the City. The consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or

employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of the City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. The consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm the City's ownership of the copyright in such documents.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code

Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict-of-interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates, or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall provide clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to the City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

DocuSigned by:  
Mohammad Ahmed  
8E74E3E3CF3F4C1...

April 30, 2025

Date: \_\_\_\_\_

\_\_\_\_\_  
Mohammad Ahmed, Infinity Technologies

CITY OF WESTMINSTER,  
A municipal corporation

DocuSigned by:  
Christine Cordon  
E9CB17CEA77440...

May 4, 2025

Date: \_\_\_\_\_

\_\_\_\_\_  
Christine Cordon, City Manager

ATTEST:

Signed by:  
Alston Aracho  
50F8C4C21CE544C...

\_\_\_\_\_  
City Clerk and ex-officio Clerk  
of the City of Westminster

APPROVED AS TO FORM:

Signed by:  
Scott E. Porter  
D97E0F2A7BF0479...

May 4, 2025

Date: \_\_\_\_\_

\_\_\_\_\_  
Scott Porter, City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:  
Jodie Griner  
5749E0E8B30A462...

May 1, 2025

Date: \_\_\_\_\_

\_\_\_\_\_  
Jodie Griner, Human Resources Director & Risk Manager



## EXHIBIT A CONSULTANT'S PROPOSAL AND SCOPE OF WORK



### COMPENSATION TERMS

Our proposed compensation terms are to implement the specified Scope of Services on a time and materials basis (T&M) as outlined below.

CITY OF WESTMINSTER Information Teechnology Management Services Consultant				
SCOPE OF SERVICES TASK	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	BASIS
1) Comprehensive Assessment and IT Audit (Cost Not to Exceed)	200	Per Rate Schedule	\$35,000	T&M
2) Strategic Planning & Oversight <sup>1</sup>	As Needed	Per Rate Schedule	To Be Determined	T&M
3) Project Management <sup>1</sup>	As Needed	Per Rate Schedule	To Be Determined	T&M
TOTAL COST:			\$35,000	

<sup>1</sup>We will work with the City to define a specific scope and budget with a not-to-exceed amount determined for each task or project requested.

### 2025 IT Rate Schedule

IT CLASSIFICATION	HOURLY RATE (\$) REMOTE	HOURLY RATE (\$) ON-SITE
Project Manager	170	185
Programmer/Developer	160	180
Senior Network Engineer	155	170
Network Engineer	140	160
Senior Business Analyst	175	190
Business Analyst II	155	170
Business Analyst I	125	140
Senior Systems Engineer	135	155
Systems Engineer	130	150
Senior Systems Analyst	120	135
Systems Analyst II	115	130
Systems Analyst I	110	125
Senior IT Technician	105	120
IT Technician II	100	115
IT Technician I	95	110
Remote Helpdesk	90	NA

Note: Infinity Technologies conducts an annual rate review, comparing our rates to the Consumer Price Index (CPI) for potential adjustments.

## EXHIBIT A (CONT.)

### CONSULTANTS PROPOSAL SCOPE OF WORK

Infinity Technologies will implement a structured approach to deliver IT management and consulting services to the City, ensuring efficiency, security, and long-term strategic planning. Our work plan consists of the following key tasks:

#### Task 1: Comprehensive IT Assessment & Roadmap (Within 60 Days)



**Objective:** Assess the City's IT infrastructure, identify gaps, and develop a strategic roadmap with actionable recommendations to enhance efficiency, security, and scalability.

#### **A. IT AUDIT & ASSESSMENT**

- 1) Conduct a kickoff meeting with City leadership and IT stakeholders to define objectives, key focus areas, and project expectations.
- 2) Identify and gather City documents, including IT policies, current project timelines and budgets, infrastructure diagrams, organizational charts, and other relevant documentation.
- 3) Review existing IT infrastructure, software, policies, contingency planning, and staffing, including determining:
  - o Enterprise-wide systems vs. department-specific applications.
  - o Legacy systems vs. modern cloud-based solutions.
  - o Assess mobile computing capabilities and end-user experience.
  - o Networking components, storage, and backup systems.
  - o Identify and implement industry best practices for IT incident response, disaster recovery, and business continuity.
  - o IT staff roles, responsibilities, and expertise to determine skill gaps.
- 4) Meet with City departments to assess operational IT needs, including:
  - o Key operational challenges related to IT services.
  - o Current and future technological needs.
  - o Satisfaction with IT service delivery.

## EXHIBIT A (CONT.) CONSULTANTS PROPOSAL SCOPE OF WORK



- 5) Perform risk assessment, gap analysis, and IT policy evaluation.
- 6) Identify budget requirements for improvements.

### **B. DEVELOP IT ROADMAP & RECOMMENDATIONS**

- 1) Create an IT Road Map with recommendations for scalability, efficiency, and cost effectiveness, including project timelines and cost estimates.
- 2) Identify technology upgrades, cloud strategies, and cybersecurity enhancements.
- 3) Develop comprehensive documentation for backup plans, server configurations, and digital archives.
- 4) Present findings and recommendations to City leadership.

### **Task 2: Strategic Planning and Oversight**



**Objective:** Ensure reliable, secure, and efficient IT operations through proactive support, system maintenance, policy enforcement, and strategic IT management.

#### **A. Network & Systems Support:**

- 1) Manage network administration, security, backups, and disaster recovery.
- 2) Perform routine maintenance and system updates.

#### **B. Help Desk & End-User Support:**

- 1) Provide desktop support, software integration assistance, and technical troubleshooting.
- 2) Ensure availability of backup staffing resources to manage IT emergencies and planned upgrades.
- 3) Offer staff training in new technologies and best practices as requested by the City or as identified through the assessment.

#### **C. 24/7 Emergency Support:**

- 1) Maintain a dedicated 24/7 support hotline for critical issues and emergency response.
- 2) Provide remote troubleshooting and onsite support within two hours if required.

#### **D. Hardware & Software Management:**

- 1) Maintain a quarterly hardware inventory report, ensuring asset tracking accuracy.
- 2) Oversee legal and environmentally responsible disposal of surplus electronic equipment.
- 3) Manage software licensing and renewals.

#### **E. Performance Monitoring & Reporting**

- 1) Conduct regular status meetings to discuss IT performance, issues, and recommendations.

## EXHIBIT A (CONT.) CONSULTANTS PROPOSAL SCOPE OF WORK



- 2) Provide timely reports on IT health, outstanding issues, and efficiency improvements.
- 3) Work collaboratively with City staff and contractors to ensure IT alignment with City objectives.

### Task 3: Project Management (As Needed)



**Objective:** Efficiently research, evaluate, and implement technical solutions that align with the City's needs.

#### A. Research & Evaluation of Technical Solutions

- 1) Identify project requirements and constraints.
- 2) Conduct market research to evaluate available technical solutions.
- 3) Assess the feasibility, scalability, and cost-effectiveness of potential options.
- 4) Compile findings into a report for review by stakeholders.

#### B. Acquisition of Quotes and Project Planning

- 1) Solicit quotes from vendors and compare pricing and service offerings.
- 2) Develop comprehensive project implementation plans, including scope, objectives, and deliverables.
- 3) Create detailed timelines with key milestones and deadlines.
- 4) Present plans for approval by decision-makers.

#### C. Outsourcing Relationships and Opportunities

- 1) Identify outsourcing opportunities to optimize IT operations and support.
- 2) Evaluate existing outsourcing relationships for performance, efficiency, and cost-effectiveness.
- 3) Recommend strategic outsourcing partnerships for improved service delivery and operational support.

#### D. Coordination with City Personnel

- 1) Facilitate collaboration between City staff, contractors, and the executive team.
- 2) Assign roles and responsibilities to ensure clear accountability.
- 3) Resolve conflicts and streamline communication across all involved parties.

#### E. Communication and Project Meetings

- 1) Conduct regular project meetings to provide updates and address concerns.
- 2) Develop status reports and share updates with affected departments and administration.
- 3) Address feedback and adjust plans as necessary to ensure alignment with organizational goals.

- [Link to full Infinity proposal documents submitted March 2025 in response to Request for Qualifications \(RFQ\) Information Technology Management Services Consultant.](#)

**EXHIBIT B**  
**CERTIFICATE OF INSURANCE**  
**(attached pages)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614  www.risk-strategies.com      CA DOI License No. 0F06675	<b>CONTACT</b> NAME: Risk Strategies Company PHONE (A/C, No. Ext): (747) 221-7683 x7683      FAX (A/C, No): E-MAIL ADDRESS: syoung@risk-strategies.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER B: California Automobile Insurance Company</td> <td>38342</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER D: Hudson Excess Insurance Company</td> <td>14484</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Underwriters Insurance Company	30104	INSURER B: California Automobile Insurance Company	38342	INSURER C: Hartford Casualty Insurance Company	29424	INSURER D: Hudson Excess Insurance Company	14484	INSURER E:		INSURER F:	
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INSURER F:															
<b>INSURED</b> Infinity Technologies PO Box 582404 Elk Grove CA 95758															

**COVERAGES****CERTIFICATE NUMBER:** 85047675**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>		72SBABH1D5K	1/1/2025	1/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		BA040000071366	1/4/2025	1/4/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			72SBABH1D5K	1/1/2025	1/1/2026	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input checked="" type="checkbox"/>	72WECZT2604	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Tech E&O/Cyber Liability			EET14244-01	3/31/2025	5/16/2025	\$5,000,000 per claim/\$5,000,000 aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Westminster and its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as additional insureds and primary/non-contributory clause applies to the general liability and auto liability policies.  
 Waiver of subrogation applies to the work comp policy- see attached endorsements.  
 30-day notice for non-renewal and cancellation, 10-day notice for non-payment of premium applies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Westminster 8200 Westminster Blvd Westminster CA 92683	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>RSC Insurance Brokerage Inc.</i></p> <p>RSC Insurance Brokerage</p>
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ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



## BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

**A. The following is added to Section C. WHO IS AN INSURED:**

**Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

**(1)** The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
  - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
  - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
    - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
    - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
  - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
    - (a) In connection with your premises;
    - (b) In the performance of your ongoing operations performed by you or on your behalf; or
    - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
      - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
      - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
  - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

    - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
    - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

**e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations performed by you or on your behalf;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
    - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II - Liability Coverage**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**MCA20480711**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **Mercury Business Auto Broadening Endorsement**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSURED
- III. SUPPLEMENTARY PAYMENTS
- IV. ADDITIONAL TRANSPORTATION EXPENSE
- V. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- VI. GLASS REPAIR – DEDUCTIBLE WAIVER
- VII. TWO OR MORE DEDUCTIBLES
- VIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- IX. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- X. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XI. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH
- XII. PERSONAL EFFECTS COVERAGE
- XIII. LOSS OF USE EXPENSES
- XIV. DEVICES DESIGNED FOR USE WITH AUDIO, VISUAL OR DATA ELECTRONIC EQUIPMENT
- XV. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM
- XVI. CHAINS, TARPS, AND BINDERS COVERAGE

# BUSINESS AUTO COVERAGE FORM

## I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured**, the following is added:

Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an “accident” which occurred before you acquired or formed the organization.

## II. EMPLOYEES AS INSURED

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured**, the following is added:

Any “employee” of yours is an “insured” while using a “covered auto” you do not “own”, lease, hire, rent, or borrow, which is used in connection with your business.

## III. SUPPLEMENTARY PAYMENTS

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 3. Coverage Extensions, a. Supplementary Payments**, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## IV. ADDITIONAL TRANSPORTATION EXPENSE

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Coverage Extensions, a. Transportation Expenses**, is amended by:

Replacing \$20 per day with \$50 per day, and the \$600 maximum with \$1,000 maximum. If your business shown in the “Declarations” is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen “covered auto” from the place where it is recovered to its usual garaging location.

## V. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

**SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a.**, is amended to add the following:  
This exclusion does not apply to the accidental discharge of an airbag.

## VI. GLASS REPAIR – DEDUCTIBLE WAIVER

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**VII. TWO OR MORE DEDUCTIBLES**

**SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible**, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

**VIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a.**, In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**IX. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud**, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**X. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance**, the following is added and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**XI. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH**

**SECTION V – DEFINITIONS, D. "Bodily Injury"** is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

**XII. PERSONAL EFFECTS COVERAGE**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Coverage Extensions**, the following is added:

**Personal Effects**

We will pay up to \$500 for "loss" to personal effects which:

- (1)** Are owned by you or a driver listed in the "Declarations"; and
- (2)** Are in or on a "covered auto" at the time of "loss".

This coverage applies only in the event of a total theft of a "covered auto". No additional deductible applies to the coverage. Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment are not considered personal effects.

**XIII. LOSS OF USE EXPENSES**

If you pay the premium for Hired Auto Physical Damage, we will pay expenses for which you become legally responsible to pay for loss of use of an "auto" due to "loss" or "accident" covered by Hired Auto Physical Damage. However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600. The insurance provided by this provision is excess over any other collectible insurance.

**XIV. DEVICES DESIGNED FOR USE WITH AUDIO, VISUAL OR DATA ELECTRONIC EQUIPMENT**

**SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, 4.a.**, is replaced by the following:

- a.** Under Comprehensive Coverage we will pay up to \$200 for "loss" to tapes, records, discs or other similar audio, visual, data electronic devices designed for use with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment:

- (1)** Are your property or that of a driver listed in the "Declarations"; and
- (2)** Are in a "covered auto" at the time of "loss".

This coverage applies only in the event of a total theft of a "covered auto". No additional deductible applies to this coverage.

**XV. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM**

**SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible**, is amended by adding the following:

Any Comprehensive Deductible shown in the "Declarations" will be reduced by 50% for any "loss" caused by theft if the "covered auto" is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of that "covered auto" by the "insured" or law enforcement.

**XVI. CHAINS, TARPS, AND BINDERS COVERAGE**

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limits Of Insurance**, the following is added:

The most we will pay for the "loss" to chains, tarpaulins, binders, and cargo securing devices will be \$500.

The chains, tarpaulins, binders, or cargo securing devices must be in or on the "covered auto" at the time of "loss".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 72 WEC ZT2604

**Endorsement Number:**

**Effective Date:** 01/01/25

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** INFINITY TECHNOLOGIES

PO Box 582404

ELK GROVE CA 95758

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by

A handwritten signature in black ink, appearing to read "R.C. Thomas, Jr.".

Authorized Representative

**Form WC 04 03 06**

(1) Printed in U.S.A.

**Process Date:** 11/21/24

**Policy Expiration Date:** 01/01/26



Certificate Of Completion

Envelope Id: 1B701BF2-DD41-4516-B00D-020634E70290  
Subject: Complete with Docusign: COI for City of Westminster.pdf, IT PSA Infinity Technologies.pdf  
Source Envelope:  
Document Pages: 32  
Certificate Pages: 6  
AutoNav: Enabled  
Envelopeld Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
  
Envelope Originator:  
Shaunna Hunter  
SHunter@WESTMINSTER-CA.GOV  
IP Address: 10.101.81.73

Record Tracking

Status: Original  
April 30, 2025 | 07:34  
Holder: Shaunna Hunter  
SHunter@WESTMINSTER-CA.GOV  
Location: DocuSign

Signer Events


Tanya Ramirez  
tramirez@westminster-ca.gov  
Security Level: Email, Account Authentication  
(None)

Signature  
**Completed**  
  
Using IP Address: 12.206.145.194

Timestamp  
Sent: April 30, 2025 | 08:01  
Viewed: April 30, 2025 | 13:27  
Signed: April 30, 2025 | 13:34

Electronic Record and Signature Disclosure:  
Not Offered via Docusign

Mohammad Ahmed  
mahmed@inftechnologies.com  
CEO  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
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Sent: April 30, 2025 | 13:34  
Viewed: April 30, 2025 | 13:57  
Signed: April 30, 2025 | 16:58

Electronic Record and Signature Disclosure:  
Accepted: April 30, 2025 | 13:57  
ID: a7edbc2d-7e4d-47ab-bf7d-c824a3c7bd60

Jodie Griner  
jgriner@westminster-ca.gov  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
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Signature Adoption: Pre-selected Style  
Using IP Address: 12.206.145.194

Sent: April 30, 2025 | 16:58  
Viewed: May 1, 2025 | 07:23  
Signed: May 1, 2025 | 07:43






Electronic Record and Signature Disclosure:  
Accepted: January 21, 2025 | 16:51  
ID: deeb76ac-9a01-4452-b1eb-b72378b051db

Scott E. Porter  
sep@jones-mayer.com  
City Attorney  
Security Level: Email, Account Authentication  
(None)

Signed by:  
  
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Signature Adoption: Pre-selected Style  
Using IP Address: 47.141.4.18

Sent: May 1, 2025 | 07:43  
Viewed: May 1, 2025 | 16:04  
Signed: May 4, 2025 | 09:16

Electronic Record and Signature Disclosure:  
Accepted: May 1, 2025 | 16:04  
ID: 21f5a702-2842-45cc-88a7-58596233de99

Signer Events	Signature	Timestamp
<div>Christine Cordon</div> <div>ccordon@westminster-ca.gov</div> <div>City Manager</div> <div>Security Level: Email, Account Authentication (None)</div> <div><b>Electronic Record and Signature Disclosure:</b><div>Accepted: May 4, 2025   16:32</div><div>ID: 9962cf4c-aa72-4616-970c-c4840772fad5</div></div>	<div><div>DocuSigned by:</div><div></div><div>E9CB17CEAA77440...</div></div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 104.28.116.170</div> <div>Signed using mobile</div>	<div>Sent: May 4, 2025   09:16</div> <div>Viewed: May 4, 2025   16:32</div> <div>Signed: May 4, 2025   16:32</div>
<div>Ashton Arocho</div> <div>aarocho@westminster-ca.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div><b>Electronic Record and Signature Disclosure:</b><div>Accepted: May 5, 2025   09:59</div><div>ID: 7c05a6cd-cee5-46f1-a85c-5668cdaafb7d</div></div>	<div><div>Signed by:</div><div></div><div>50F8C4C21CE544C...</div></div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 12.206.145.194</div>	<div>Sent: May 4, 2025   16:32</div> <div>Viewed: May 5, 2025   09:59</div> <div>Signed: May 5, 2025   09:59</div>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<div>Shaunna Hunter</div> <div>shunter@westminster-ca.gov</div> <div>Senior Management Analyst</div> <div>City of Westminster</div> <div>Security Level: Email, Account Authentication (None)</div> <div><b>Electronic Record and Signature Disclosure:</b><div>Not Offered via Docusign</div></div>	<div></div>	<div>Sent: May 5, 2025   09:59</div>
<div>City Clerk</div> <div>WST-CityClerk@Westminster-CA.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div><b>Electronic Record and Signature Disclosure:</b><div>Not Offered via Docusign</div></div>	<div></div>	<div>Sent: May 5, 2025   09:59</div>
<div>Adolfo Ozaeta</div> <div>aozaeta@westminster-ca.gov</div> <div>Assistant City Manager</div> <div>Security Level: Email, Account Authentication (None)</div> <div><b>Electronic Record and Signature Disclosure:</b><div>Accepted: February 24, 2025   13:57</div><div>ID: 51d430dd-f693-47c0-9b7f-efdd9423a3f8</div></div>	<div></div>	<div>Sent: May 5, 2025   09:59</div>
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	April 30, 2025   08:01
Certified Delivered	Security Checked	May 5, 2025   09:59
Signing Complete	Security Checked	May 5, 2025   09:59
Completed	Security Checked	May 5, 2025   09:59

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Westminster (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Westminster:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [AArocho@westminster-ca.gov](mailto:AArocho@westminster-ca.gov)

### **To advise City of Westminster of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [AArocho@westminster-ca.gov](mailto:AArocho@westminster-ca.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Westminster**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [AArocho@westminster-ca.gov](mailto:AArocho@westminster-ca.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Westminster**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [AArocho@westminster-ca.gov](mailto:AArocho@westminster-ca.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Westminster as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Westminster during the course of your relationship with City of Westminster.