

**PROFESSIONAL SERVICES AGREEMENT NO. C2333**

**between**

**CENTRAL BASIN MUNICIPAL WATER DISTRICT**

**and**

**TONI DEAZTLAN, ESQ**

**for**

**ELECTION SELECTION SERVICES**

As of November 2, 2011, the Central Basin Municipal Water District, herein "DISTRICT", and Toni DeAztlan Esq, herein "CONSULTANT", agree as follows:

**SECTION 1 - PURPOSE**

Under this Agreement, the CONSULTANT shall provide election process consulting services to the DISTRICT.

**SECTION 2 - SCOPE OF SERVICES**

The CONSULTANT shall, in good workmanlike and professional manner and at its own expense, furnish all of the technical, administrative, professional and other labor, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities necessary to perform and complete the work and provide the services as set forth in Exhibit "A" of this Agreement.

**SECTION 3 - TERM**

The term of this Agreement shall be commencing November 2, 2011 and terminating February 1, 2012.

**SECTION 4 - ACCEPTANCE**

This Agreement constitutes the DISTRICT's offer to the CONSULTANT. Unless the CONSULTANT notifies the DISTRICT, in writing to the contrary, the commencement of performance required by this offer shall be conclusive evidence of the CONSULTANT's approval of, and consent to the terms and conditions of this Agreement herein contained.

**SECTION 5 - TERMINATION**

(a) The DISTRICT may terminate or cancel this Agreement, in whole or in part, without liability to the DISTRICT, if CONSULTANT fails to perform in

accordance with the requirements of Section 2-Scope of Services of this Agreement, or in the event of a substantial breach of any of the other terms or conditions hereof.

(b) The DISTRICT may also terminate this Agreement, in whole or in part, even though CONSULTANT is not in default hereunder and no breach hereof has occurred, by providing written notification to the CONSULTANT fifteen (15) days prior to the requested termination date. Such notice shall state the extent and effective date of termination and upon the receipt by CONSULTANT of such notice, CONSULTANT will, as and to the extent prescribed by the DISTRICT, stop work under the Agreement and placement of further purchase orders or subcontracts hereunder, terminate work under purchase order and subcontracts outstanding hereunder, and take any necessary action to protect property in the CONSULTANT's possession in which the DISTRICT, has or may acquire an interest.

#### **SECTION 6 - AGREEMENT ADMINISTRATION**

The Project Manager is the DISTRICT's designated representative responsible for the administration of this Agreement. The Project Manager for this Agreement is:

Gil Cedillo  
Central Basin Municipal Water District  
6252 Telegraph Road  
Commerce, CA 90040  
gilc@centralbasin.org  
Tel: (323) 201-5524

#### **SECTION 7 - CONSIDERATION**

The DISTRICT shall compensate the CONSULTANT as set forth in Exhibit "A" of this Agreement. Total payments shall not exceed \$25,000.

#### **SECTION 8 - BILLING**

(a) CONSULTANT shall submit an itemized invoice within 90 days after service is rendered and should include:

- (1) Date or period of service.
- (2) A description of the services performed.
- (3) DISTRICT's Agreement number.
- (4) The name of the DISTRICT's Project Manager.

- (5) CONSULTANT's remittance address.
- (6) Name and phone number of CONSULTANT's accounts receivable representative.

(b) When applicable, CONSULTANT's invoice shall be accompanied by support documentation sufficient to validate the charges for each invoice item.

(c) CONSULTANT shall submit invoices to the following address:

Central Basin Municipal Water District  
Attn: Accounts Payable  
6252 Telegraph Road  
Commerce, CA 90040

(d) Incomplete invoices will be returned to the CONSULTANT.

(e) DISTRICT's payment terms are Net 30 days after receipt of invoice.

### **SECTION 9 - NOTICES**

Notices required or permitted shall be given by personal delivery or by first class mail, postage prepaid, or facsimile transmission.

To: CONSULTANT  
Toni DeAztlan, Esq.  
1130 S. Flower Street, Suite 310  
Los Angeles, CA 90015  
Phone: (310) 295-7933  
Facsimile: (562) 907-1000

To: DISTRICT  
Central Basin Municipal Water District  
Attn: General Manager  
6252 Telegraph Road  
Commerce, CA 90040  
Phone: (323) 201-5500  
Facsimile: (323) 201-5554


### **SECTION 10 - OWNERSHIP OF DATA, REPORTS, AND DOCUMENTS**

The CONSULTANT shall deliver to the General Manager notes of surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first written above.

**APPROVED:**

Central Basin Municipal Water District

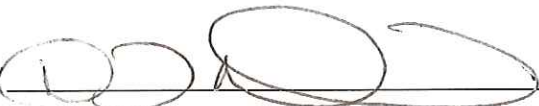
By:  Date 11/21/11  
Art Aguilar, General Manager

**APPROVED AS TO FORM:**

By:  Date 11/21/2011  
Sedgwick, LLP, District Counsel

**APPROVED:**

**CONSULTANT**  
**Toni DeAztlan, Esq.**

By:  Date 11.18.11  
Title: Partner

## **Exhibit A**

### **Scope of Work**

This scope of work is inclusive of providing a study of the feasibility of changing the election date for Division 1, 5 and 4 from November 6, 2011 to June 5, 2012, while honoring the previously stated Federal and State mandates.

Toni DeAztlan, Esq, would also be providing a new report on the cost/benefit ratio to District staff with regards to such a change in the election cycle. The legal counsel on DeAztlan staff would examine the ramifications of such a change and provide council and guidance to District staff on ensuring that the proper method of change was followed.

Total cost for this service shall not exceed \$25,000.