



**TO:** Chairman and Board Members  
**THRU:** Mark Foree, General Manager  
**FROM:** Kim Mazeres, Customer Relations Director  
**DATE:** December 12, 2011  
**SUBJECT:** **Report regarding Ombudsman activities from December, 2010 through November, 2011 and request for Board direction and possible authorization for the General Manager to renew the Ombudsman Contract with Joanne Stralla**

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### **Summary**

The Board of Directors has asked staff to bring the Ombudsman contract back to them for review annually. Ms. Joanne Stralla has been TMWA's Ombudsman for the past three years. Staff has enjoyed working with Ms. Stralla in solving customer issues during this time and asks the Board for their direction concerning the continuation of her contract with TMWA to provide Ombudsman services.

### **Background**

On November 1, 2005, pursuant to Board direction, Truckee Meadows Water Authority entered into a Professional Services Agreement with Don Rhoden to provide Ombudsman services for TMWA customers. This contract was renewed annually, until Mr. Rhoden's resignation in late 2008. In December of 2008, TMWA entered in to a contract with Joanne Stralla, following Ms. Stralla's appointment to the Ombudsman position by the Board in November, 2008. Last December the Board renewed Ms. Stralla's contract for 2010. A copy of her contract is *Attachment #1* to this report.

Ombudsman Stralla has prepared a summary of her past year's work for TMWA, which is *Attachment #2*. (I have modified this report to remove customer names, addresses, phone numbers and account numbers.) Over the past 12 months TMWA has paid Ms. Stralla \$2,237.50 for services rendered. This is a minimal expenditure for the advantage to our customers of having an independent Ombudsman to assist them.

**AGREEMENT FOR SERVICES**

This agreement is to be used for  
Service Providers

**THIS AGREEMENT FOR SERVICES** ("Agreement") is made this 1st day  
of Dec, 2008, by and between JOANNE STRALLA  
(hereinafter  
referred to as "Contractor") and Truckee Meadows Water Authority (hereinafter referred  
to as "TMWA").

**RECITALS**

**WHEREAS**, TMWA is authorized to engage the services of persons as independent contractor; and

**WHEREAS**, Contractor has represented it is duly qualified and licensed in the State of Nevada and Washoe County for the purposes of performing the Scope of Work herein;

**WHEREAS**, TMWA wishes to retain Contractor to perform certain professional services for TMWA and Contractor is willing to perform these services in accordance with the terms and provisions of this Agreement

1. **DEFINITIONS.** "TMWA" means the Truckee Meadows Water Authority, its directors, officers, employees and immune contractors (other than Contractor) as defined in NRS 41.0307.

2. **SCOPE OF WORK**

2.1. **Description of Work.** Contractor shall provide and perform the services set forth in Exhibit A and any Scope(s) of Work attached hereto and incorporated herein by reference for and on behalf of TMWA (collectively the "Services") during the term of the Agreement.

2.2. **Competence to Perform Services.** Contractor represents that it and/or the persons it may employ possess all skills and training necessary to perform the Services described herein and required hereunder. Contractor shall perform the Services faithfully, diligently, in a timely and professional manner, and to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. Contractor represents that neither the execution and delivery of this Agreement, nor the rendering of services by the Contractor hereunder, will violate the provisions of, or constitute a default under, any other contract or agreement to which the Contractor is a party or by which the Contractor is bound, or which would preclude the Contractor from performing the services required of the Contractor hereunder, or which would impose any liability or obligation upon TMWA for

accepting such services. Contractor shall be responsible for the professional quality and technical accuracy of all Services furnished by Contractor to TMWA.

**2.3 Time of Completion.** This contract continues until either party gives notice as provided for in Section 6 of this Agreement.

**2.4 Permits and Regulations.** Before commencing with the performance of any work under this Agreement, the Contractor shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Agreement, the Contractor shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Agreement. If the Contractor performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom. Contractor agrees to obtain all appropriate business licenses and provide a copy to TMWA prior to commencing work.

**3. TMWA RESPONSIBILITIES.** TMWA shall:

a. Make available to the Contractor all technical data that is in TMWA's possession, reasonably required by the Contractor relating to the Contractor's Services.

b. Provide access to and make all provisions for the Contractor to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for the Contractor to perform the Services under this Agreement.

c. Examine all reports, correspondence, and other documents presented by the Contractor upon request of TMWA, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the Contractor.

**4. TERM.** This Agreement shall commence on the date first written above and shall terminate upon the completion of the Services, unless sooner terminated by either party as specified in Section 6.

**5. COMPENSATION.**

**5.1 Amount.** As compensation for all of Contractor's Services hereunder, TMWA agrees to pay Contractor compensation based upon time and materials and the attached fee schedule or compensation based upon a lump sum amount as provided for in the attached Scope of Work(s) hereinafter called the "**Contract Sum**". The Contract Sum represents full and adequate compensation for the completed work, and includes the furnishing of all materials, and all labor, equipment, tools, and appliances, and all expenses, direct or indirect, connected with the proper execution of the work

**5.2 Payment.** Payment by TMWA for services rendered by Contractor shall be due within thirty days upon receipt of invoices. If payment is not made in a timely manner, Contractor may, in the event TMWA fails to cure the deficiency after seven days written notice from Contractor, suspend the services under this Agreement until Contractor has been paid in full. TMWA does not agree to and will not reimburse Contractor for expenses unless specifically provided otherwise in this Agreement.

**5.3 Funding Out Clause.** TMWA reasonably believes that funds can be obtained sufficiently to make all payments during the term of this agreement. If the TMWA does not allocate funds to continue the function performed by the Contractor obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire.

**6. TERMINATION.**

**6.1. Termination Without Cause.** This Agreement may be terminated by TMWA without cause upon ten (10) days written notice to Contractor. If this Agreement is so terminated, Contractor shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

**6.2 Cause Termination for Default or Breach.** A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:

(i). If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

(ii). If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

(iii). If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

(iv). If TMWA materially breaches any material duty under this Agreement and any such breach impairs Contractor's ability to perform; or

(v). If it is found by TMWA that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a

contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.

**6.3. Opportunity to Cure.** Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in Section 6.2, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

**6.4 Winding Up Affairs Upon Termination.** In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:

- (i). The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- (ii). Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by TMWA;
- (iii). Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by TMWA;
- (iv). Contractor shall promptly deliver to TMWA possession all proprietary information in accordance with Section 16.

**7. INSPECTION & AUDIT.**

**7.1 Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to TMWA, the State of Nevada or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

**7.2. Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), papers, including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by TMWA Auditor, or its contracted examiners, representatives of

Washoe County, or any of their authorized representatives. Such records shall include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this Section. Contractor will cooperate fully and will cause all of Contractor's subcontractors to cooperate fully in furnishing or in making available to TMWA from time to time all such information, materials and data whenever requested. All subcontracts shall reflect requirements of this paragraph.

**7.2.1 Recovery of Costs.** If an audit inspection or examination in accordance with this section, discloses overcharges of any nature by the Contractor to TMWA in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of TMWA's audit shall be reimbursed to TMWA by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of TMWA's findings to Contractor.

**7.3 Period of Retention.** All books, records, reports, and statements relevant to this Agreement must be retained a minimum three years. The retention period runs from the date of payment for the relevant goods or services by TMWA, or from the date of termination of the Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensure.

**8. INDEPENDENT CONTRACTOR.** Contractor is associated with TMWA only for the purposes and to the extent specified in this Agreement, and in respect to performance of the contracted services pursuant to this Agreement, Contractor is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for TMWA whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and TMWA shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of TMWA; (4) participation or contributions by either Contractor or TMWA to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; (6) unemployment compensation coverage provided by TMWA. Contractor shall indemnify and hold TMWA harmless from, and defend TMWA against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of TMWA. TMWA and Contractor shall evaluate the nature of services and term negotiated

in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Agreement to ensure that the independent contractor relationship remains as such.

9. **INDEMNIFICATION BY CONTRACTOR.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding TMWA's right to participate, TMWA from and against any and all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising in whole or in part out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents, excepting therefrom any liability arising out of the sole negligence of TMWA.

10. **LIMITED LIABILITY.** TMWA will not waive and intends to assert available NRS chapter 41 liability limitations and other liability limitations available at law in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in this Agreement or any incorporated attachments. Damages for any TMWA breach shall never exceed the amount of funds appropriated for payment under this Agreement, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Contract damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited. Neither party shall be responsible for the negligent acts of the other party in the performance of this Agreement.

11. **INSURANCE.**

11.1 **By Contractor.** Unless expressly waived in writing by TMWA, Contractor, as an independent contractor and not an employee of TMWA, must obtain and maintain policies of insurance in amounts specified in this Section 11 and pay all taxes and fees incident hereunto. TMWA shall have no liability except as specified in this Agreement. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by TMWA, the required insurance shall be in effect prior to the commencement of work by Contractor.

11.2 **Form of Coverage.** Any insurance or self-insurance available to TMWA shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by TMWA, Contractor shall provide TMWA with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify TMWA and immediately replace such insurance or bond with an insurer meeting the requirements.

**11.2.1. Additional Insured:** By endorsement to all liability policies, except Worker's Compensation and Professional Liability, evidenced by Contractor, TMWA, its officers, employees and immune Contractors as defined in NRS 41.0307, if any, shall be named as additional insureds for all liability arising from the Agreement.

**11.2.2. Waiver of Subrogation:** Each liability insurance policy shall provide that the insurance company waives all right of recovery by way of subrogation against TMWA, its officers, employees and immune contractors in connection with damage covered by any policy.

**11.2.3. Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by TMWA. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by TMWA.

**11.2.4. Approved Insurer:** Each insurance policy shall be (i) issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to TMWA and having agents in Nevada upon whom service of process may be made, and (ii) currently rated by A.M. Best as "A-VII" or better.

### **11.3 Policies Required.**

**11.3.1 Workers' Compensation and Employer's Liability Insurance.** Contractor shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.

**11.3.2 Commercial General Liability Insurance.** Contractor shall procure and maintain, during the term of this Agreement, occurrence comprehensive general liability insurance for limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damages, per occurrence, Two Million Dollars (\$2,000,000) products and completed operations aggregate, and Two Million Dollars (\$2,000,000) general aggregate. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**11.3.4 Professional Liability/Errors & Omissions Insurance.** **Not Required for Contractor Construction Contracts.** Contractor shall procure and maintain, during the term of this Agreement, professional liability/errors and omissions insurance in the amount of not less than One Million Dollars (\$1,000,000) per claim. The policy shall have a retroactive date prior to commencement of the performance of this Agreement and a discovery period at

least three (3) years after the later of termination or the date of substantial completion of the project.

**11.3.5 Business Automobile Liability Insurance.** Contractor shall procure and maintain, during the term of this Agreement, business automobile liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. Coverage shall be for "any auto", including owned, non-owned and hired vehicles.

**11.4 Evidence of Insurance.** Prior to the start of any Work, Contractor must provide the following documents to TMWA, Attention: Purchasing & Contracts, P.O. Box 30013, Reno, NV 89520-3013:

**11.4.1 Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to TMWA to evidence the insurance policies and coverage required of Contractor.

**11.4.2 Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to TMWA, by attachment to the Certificate of Insurance, to evidence the endorsement of TMWA as additional insured.

**11.4.3 Policy Cancellation Endorsement.** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to TMWA, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

Compliance with the insurance requirements of this Agreement shall not limit the liability of Contractor or its sub-contractors, employees or agents to TMWA or others, and shall be in addition to and not in lieu of any other remedy available to TMWA under this Agreement or otherwise. TMWA reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

**12. GOVERNMENT OBLIGATIONS.** Contractor shall be responsible for all applicable federal, state, and local government obligations. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS Chapter 361. Contractor warrants that it has a valid business license. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Agreement. TMWA may set-off against consideration due any delinquent government obligation.

**13. ACCEPTANCE BY TMWA.** It is expressly understood and agreed that all work done by the Contractor shall be subject to inspection and acceptance by TMWA and

approval of work shall not forfeit the right of TMWA to require correction, and nothing contained herein shall relieve the Contractor of the responsibility of the work required under the terms of this Contract until all work has been completed and accepted by TMWA

**14. NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party as indicated on Page 12 of this agreement.

**15. TMWA OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Agreement), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Agreement shall be the exclusive property of TMWA and all such materials shall be delivered into TMWA possession by Contractor upon completion, termination, or cancellation of this Agreement. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Agreement without the prior written consent of TMWA. Notwithstanding the foregoing, TMWA shall have no proprietary interest in any materials licensed for use by TMWA that are subject to patent, trademark or copyright protection.

**16. PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. TMWA will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may clearly label individual documents as a "trade secret" or "confidential" provided that Contractor thereby agrees to indemnify and defend TMWA for honoring such a designation. The failure to so label any document that is released by TMWA shall constitute a complete waiver of any and all claims for damages caused by any release of the records. If a public records request for a labeled document is received by TMWA, TMWA will notify Contractor of the request and delay access to the material until seven working days after notification to Contractor. Within that time delay, it will be the duty of Contractor to act in protection of its labeled record. Failure to so act shall constitute a complete waiver.

**17. CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Agreement.

**18. MISCELLANEOUS.**

**18.1 Force Majeure.** Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy,

accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

**18.2 Remedies.** Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.

**18.3 Waiver of Breach.** Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

**18.4 Severability.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

**18.5 Assignment.** Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Agreement without the prior written consent of TMWA.

**18.6 Proper Authority.** Each party represents that all required authorizations have been obtained to execute this grant and for the compliance with each and every term hereof. Each person signing this Agreement warrants and represents to the other party that he or she has actual authority to execute this Agreement on behalf of the party for whom he or she is signing.

**18.8 Arbitration.** Any controversy of claim arising out of or relating to this Agreement, or the breach thereof, provided both parties agree, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrators(s) may be entered in any court having jurisdiction thereof.

**18.9 Jurisdiction.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. Contractor consents to the jurisdiction of the Nevada district courts for enforcement of this Agreement. In the event the arbitration award is challenged, or the controversy proceeds to litigation instead of arbitration, any action or proceedings seeking to do so must be brought in the courts of the State of Nevada, County of Washoe, or if a party can acquire subject-matter jurisdiction, in the United States District Court for the District of Nevada. Each of the parties consents to the personal jurisdiction of such courts (and of

the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

**18.10 No Unfair Employment Practices.** In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age. Such Agreement 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. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of these provisions by Contractor shall constitute a material breach of contract. As used in this Article, sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality.

**18.11 Entire Contract and Modification.** This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

The signature page follows this page.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby. All required insurance must be provided before this agreement is fully executed. This agreement becomes effective once all parties have signed.

**CONTRACTOR**

Company Name: JOANNE STRALLA  
Address: 1645 HAMILTON DR  
Cont: SPARKS, NV 89434  
Phone: 775 626-4117  
FAX: 775 626-7835  
E-mail: STRALLA@SBCGLOBAL.NET  
By: Joanne Stralla  
Printed Name: JOANNE STRALLA  
Title: OMBUDSMAN  
Dated: 12/1/08  
Business License #: \_\_\_\_\_  
Expires: \_\_\_\_\_

This agreement was requested:

By: TMWA Board

**TMWA**

TRUCKEE MEADOWS WATER  
AUTHORITY FOR ALL PROJECTS OVER  
\$25,000

By: General Manager

Muel Foa

Dated: 12/11/08

**TMWA MANAGER**

By: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Correspondence Address:

TMWA  
P.O. Box 30013  
Reno, NV 89520-30013  
Attention: Justine Chambers, Contract Admin.  
Ph: 775-834-8056  
Fax: 775-834-8153

78467.2

**Exhibit A**  
**Services**

**This page will be replaced with a scope of works that are titled Exhibit A.**



**AFFIDAVIT FOR WORKERS' COMPENSATION**

I, JOANNE STRALLA (Printed Name of Sole Proprietary), on behalf of my company, \_\_\_\_\_ (Legal Name of Company), being duly sworn, depose and declare:

- 1) I am a Sole Proprietor;
- 2) I will not use the services of any employees in the performance of Contract No. \_\_\_\_\_ titled MASTER AGREEMENT;
- 3) I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
- 4) I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Truckee Meadows Water Authority from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Joanne Stralla  
Signature of Sole Proprietor

Signed this 24<sup>th</sup> day of Nov, 2008.

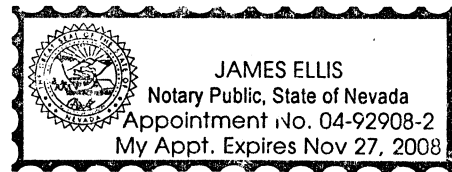
State of NEVADA

County of WYATH

On this 24 day of NOVEMBER, 2008, before the undersigned Notary Public, personally appeared JOANNE STRALLA (Name of Sole Proprietor), having proved on a satisfactory basis to be the person whose name is subscribed to this instrument, and acknowledge that he/she executed it.

Witness my hand and official seal.

[Signature]  
Notary's Signature



12-21-11 BOARD Agenda Item 10 Attachment 2

<u>DATE OF INQUIRY</u>	<u>CUSTOMER</u>	<u>ACCOUNT</u>	<u>STATUS</u>	<u>STATUS DATE</u>	<u>TMWA OWNER</u>	<u>FINAL RESOLUTION</u>
12/8	[REDACTED]				Kim Mazeres	Mr. [REDACTED] is on the Board of Directors for a small water company outside of Sacramento. He wanted someone to call him regarding Automatic Readers. Kim referred to Andy Gephardt and Brent will follow up with Mr. [REDACTED].
12/29	[REDACTED]					Wanted to know when all water accounts would be put on meters. I told her that the information regarding this on our website is correct. But if she was not satisfied with that information she could contact a Board Member.
12/29 & 12/30	[REDACTED]				Kim Mazeres	Received four phone calls from [REDACTED]. She insisted that she made an electronic payment in the amount of \$90.00 and it had cleared her bank account but Kim Mazeres was going to return because she would only accept a cash payment from her. I told her over and over and over that if her payment had indeed cleared the bank it would not be returned and her service was not in jeopardy. She finally stopped calling.
4/11/2011	[REDACTED]		complete		Kim Mazeres	Customer never took account out of his deceased mother's name. The residence was Rented out and when the tenant left she had The water turned off. When he called to Have the service turned back on he was asked to pay a \$100 deposit and a \$50 Reconnect fee. Kim waived the deposit Based on his credit and the \$50 fee had Already been credited. Happy Customer.
4/12/2011	[REDACTED]		complete		Kim Mazeres	Customer wanted to know if TMWA is Responsible for a broken lid in their Parking lot that says Water. It needs To be replaced or repaired.
4/26/2011	[REDACTED]		complete		NV Energy (Karen McGinley)	[REDACTED] approached me thinking I Was the Ombudsman for NV Energy. When I told him that I was with TMWA

5/5/2011	[REDACTED]	complete	Kim Mazares	<p>But that I retired from NV Energy. He Than asked me if I could assist him With getting a rebate for new fans that Ray Heating had installed in the Church. I put him in touch with Karen McGinley who in turn contact Ray Heating. I appears that the church will Receive a \$3100.00 rebate.</p>
5/10/2011	[REDACTED]	complete	Kim Mazares	<p>Customer CONP . After much discussion I told her if she pays \$50.00 5/6/11 at Sak &amp; Save that her service would be restored. She is then to pay \$20.00 per week Starting 5/14 until her arrears are paid. I told her any missed payments would Result in termination of service and she Will be required to pay the full balance.</p>
5/13/2011	[REDACTED]	complete	Kim Mazares	<p>Received a call from a gentleman who said he was a landscape contractor he did Not leave a name or a number. I was able To retrieve his number [REDACTED]. He called to Complain about the grass that he thought TMWA approved to be planted on Veterans Parkway. Kim returned his call And explained to him that Veterans Pkwy Was not in our service area. He also said He was going to tell all of his friends to Water all they want since we approve Such projects. He thought he should still Water twice a week. He was happy to Find out that he can water 3 times.</p>
5/18/2011	[REDACTED]	complete	Kim Mazares	<p>Mr [REDACTED] rented a house in Reno and Had the water service in his name. He Moved out in June of 2008, but never had The service taken out of his name. The Landlord used his service for 3 months. He never paid the bills. It is now on his Credit. I told him that his recourse is with His landlord not TMWA since it was his Responsibility to take the service out of his Name. He said it isn't fair and hung up.</p>
				<p>When I returned the customer's call. She informed me that Kim Mazares had Taken care of her problem.</p>

5/31/2011	[REDACTED]	complete	Andy Gebhardt	<p>Customer was very upset about her bill Going from \$50 to \$125. She had a Person by the name of Josette come to Her house to check for leaks, etc. but Nothing was found. She was also told That her meter was not working Correctly and that she was going to be Back billed to November. Andy checked everything out and found that there Was not a problem with the meter and that There would be no back billing. Lora and Eden had already decided to write off the Excess charges. Andy told her that we Would watch her account and make sure Her next billing is correct. The Customer was very happy.</p>
6/1/2011	[REDACTED]	complete	Andy Gebhardt	<p>Mr. [REDACTED] recently had his driveway Repaved. There is a meter box in his Driveway this raised the grade around His meter box by 1 ½ to 2 inches. He Wanted TMWA to raise the meter box. We explained that we were not the ones Who created the issue. After much Discussion, we said we would raise the Meter box at our expense and he will be Responsible for the costs of the finish Work that will be required to blend the Newly raised box with the existing Asphalt driveway.</p>
6/10/2011	[REDACTED]	complete	Kim Mazeres	<p>Customer was complaining about her Water usage. She thinks that we are not Reading her meter correctly. She wants to Know if we read her meter remotely or Manually. She wanted to know if someone Would come out and show her exactly how The meter is read. Neechie and Kevin met With the customer on June 16<sup>th</sup>. After Everything was checked out the customer Said she was going to watch her usage and Monitor the meter. She told Neechie she did Not want the meter pulled but that she was Going to file a dispute. If customer does File a dispute, we will pull the meter and Have it tested.</p>
6/30/2011	[REDACTED]	complete	Kim Mazeres	<p>[REDACTED] wanted to talk to someone Regarding a filtration system. When we</p>

				Got back with her we found she Actually wanted filter pricing and And installation options as an Alternative to bottled. She was Looking for Truckee Meadows Water Systems.
7/14/11	██████████	complete	Customer Service	Recently moved into a rental that He owns. Wanted service in his Name.
7/21/11	████████████████████	complete	Andy Gebhardt	Customer said the water pressure at Her residence has gone from 60 PSI To 50PSI. She wanted to know what She needs to do to return her pressure To 60PSI. Rep was sent out to explain Pressure to her. She understood and Was fine with her pressure. She was Impressed at our quick response.
7/21/11	████████████████████████████████	complete		Customer left me a message stating He had a water leak at his new Residence. I called him back twice, But he never returned my call.
7/29/11	████████████████████ <a href="mailto:baby@aol.com">baby@aol.com</a>	complete	Kim Mazeres Lora Richards Josette Jacquemin	Water main to the building was Eroded over time and was leaking For at least several months. This was Determined by a plumber who came Out to fix the problem. Customer is Concerned about the water usage for The past two months. Josette went Out to the property and found a toilet Leak. Customer was told that once the Leak is repaired to contact Lora and She will give her a leak adjustment. Customer was very satisfied.
7/7/11	██████████	complete	Customer Service	Mr. ██████████ wanted new service. Referred him to Cust. Service.
7/12/11	████████████████████	complete	Customer Service	██████████ wanted new service. Referred her to Cust. Service.
8/2/11	██████████	complete	Customer Service	██████████ wanted to change service into her Name.

8/8/11	[REDACTED]	complete	Customer Service	When I returned his call he said that his Water was back on and everything was Okay.
8/11/11	[REDACTED]	complete	Kim Mazeres	[REDACTED]'s mother called regarding the Account Cut-Out-for-Non-Payment. Told her could not Discuss with her but that I would Contact [REDACTED]. After much discussion We decided to accept \$284.85 to get the Service turned back on and \$53.27 by 8/31. He said that he would keep this Agreement.
8/24/11	[REDACTED]	complete	Kim Mazeres, Gary Cornwall Andy Gebhardt	Mr. [REDACTED] said the property is for sale And vacant. It is bank owned. They have a Standing Order. The service was left on and Thousands of gallons of water flooded the house. After Investigating, it was determined that TMWA Did not leave the water on and was not Responsible. The customer agreed.
8/30/11	[REDACTED]	complete	Kim Mazeres, Neechie Schlesener	Customer called regarding property at [REDACTED], which is bank owned and For sale. He said that the sprinklers have been on way too long and that the water is Is collecting under his house. He said he Went over and turned the sprinklers off And will turn them on as necessary to Maintain the yard. He would like us to Contact the customer of record to have the Sprinklers reset. We were able to contact The landscaper as well as the owner's Daughter. They will take care of the issue.
8/31/11	[REDACTED]	complete	Kim Mazeres	Mr. [REDACTED] was calling on behalf of his Tenants, [REDACTED]. He Said that when they were renting his house There was a leak the a relief valve on the Water heater. The thought it was in the Sprinklers and could not repair it. The New tenant found what the problem was. Apparently, we have a bad debt with the [REDACTED]. He was asking if we could give Them some adjustment. We decided to Make an adjustment of \$150.00 leaving A balance of \$39.85. I contacted the [REDACTED] to let them know. They were very Satisfied. Property is at [REDACTED]

9/1/11	Lady did not leave name or number	complete	Kim Mazeres	She called and left me a message that There is water leak at the North Hills Shopping Center.
9/8/11	[REDACTED]	complete	Kim Mazeres/Dennis Dobyns	[REDACTED] is with the City of Reno Bldg and Minc. Dept. He was concerned with The pump houses at Northgate. He said There are three of them. He said the one On Doretta Lane has 150lbs of pressure Running through it. He is concerned Because they will turn the water off for Winter and he is afraid that the pipe will Freeze and cause a big mess.
9/15/11	[REDACTED]	ongoing	Kim Mazeres Andy Gephardt	[REDACTED] said he has been waiting to have Water meters to be installed at the apts. Since February. He hasn't heard from Anyone about what is happening. Apparently, this is a huge retrofit and he Now next the list. When he was told he was Up next. He said he was fine with that.
9/15/11	[REDACTED]	complete	Kim Mazeres Josette Jacquemin	[REDACTED] who is 93 years old said that her bill Has gone up considerably this summer. She said she checked her sprinkling system for Problems but found none. She wants to Make sure we are reading her meter Correctly. Josette set up and appointment To revue the service.
10/5/11	[REDACTED]	complete	Kim Mazeres	Called to inform us that someone had Run into the gate at the water tank on McCarran and Keystone. We were already Aware and were taking care of it.
10/5/11	[REDACTED]	Complete	Kim Mazeres	She wants someone to call her regarding The merger with TMWA and Washoe County. I told her it really wasn't a Merger, but she wants some one to call her Anyway. [REDACTED] (water agency in Texas)
10/6/11	[REDACTED]	Complete	Kim Mazeres	[REDACTED] called to say that he had called to Have his service turned off on Aug. 23, But when the movers came to pack his Belongings they could not take everything So he had to reschedule for the 26 <sup>th</sup> . When The service was turned off on the 26 <sup>th</sup> he

10/6/11	[REDACTED]	complete		<p>Still had to have the residence cleaned so he Had to call back and have the service turned Back on. He said he told the rep that he Only wanted service for one day. Then he Receives a bill for a full month showing 19,000 gals of usage plus a \$50.00 service Charge. He said he is willing to pay for one Day and the service charge but that [REDACTED] [REDACTED] is responsible for the bal. It was decided to waive the \$50.00 fee but That he was responsible for the bal. He Agreed and was very pleased.</p>
10/12/11	[REDACTED]	complete		<p>She wanted to establish new service. Referred her to customer service.</p>
10/27/11	[REDACTED]	complete	Kim Mazeres	<p>She wanted to establish new service. Referred to customer service.</p> <p>He called to say that the house is empty and The usage showed 40,000 gals. He said Spoke to someone in the Reno office and They were sending someone out to check The reads, etc. He says he is sure there are No leaks. He has a sprinkling system but It only comes on three times a week for Three times a day for 10 minutes.</p> <p>After much investigation, it was decided That we would give the customer 20,000 Gallons at our lowest rate which would Result in a credit of \$28.25. The Customer agreed this was fair.</p>
10/27/11	Anonymous			<p>Lady left me a message asking us to put An insert in our bills regarding bicycle Safety</p>
11/1/11	[REDACTED]	complete	Kim Mazeres	<p>Customer said that she was being treated Very rudely by customer service. She is Being charged additional deposit amount Even though she already has a deposit on Her account. Found out that the payment History on this account is horrible for nine Years. She has been cut-out-for-non-payment several times. I called her back and told her that I could Not help her. That she needs to pay the Deposit and make her monthly payment on Time. She has been late paying her account</p>

11/14/11	[REDACTED]	complete	Kim Mazeres	10 of the last 12 months. Customer wanted information regarding Multiple billings, etc. She is the owner Of [REDACTED].
11/22/11	[REDACTED]	complete	Kim Mazeres	Customer wanted to make sure that her Service had been turned on. She was not At her property. Service had been turned On as scheduled.