



STAFF REPORT

TO: Chairman and Board Members
THRU: Mark Foree, General Manager
FROM: Andy Gebhardt, Manager Customer Services
DATE: December 4, 2014
SUBJECT: **Report regarding Ombudsman activities from December, 2013 through November, 2014 and request for Board direction and possible authorization for the General Manager to renew the Ombudsman Contract with Joanne Stralla for Calendar Year 2015**

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 six years. Staff has enjoyed an excellent and productive working relationship 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 2014. 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.) The monthly rate for Ms. Stralla's Ombudsman services is \$225, amounting to a cost of \$2,700 over the past 12 months. This is a minimal expenditure for the advantage to our customers of having an independent Ombudsman to assist them should they feel it necessary.

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 ensue.

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 24th day of Nov, 2008.

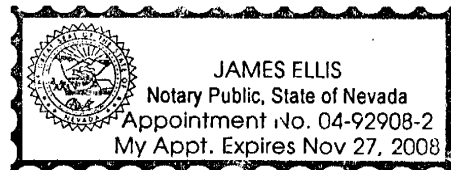
State of NV/NADA

County of WURTH

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



12/2/13	[REDACTED] [REDACTED]	complete	Andy Gebhardt	<p>[REDACTED] called stating that had a Problem with their water backing up. She Said they had a plumber come out but he did Not find anything. She was wondering if it Could be out lines. I told her that it was very likely that the problem was in her yard Which would make them responsible. She Started to cry and told me her husband is 90 years old and he can no longer handle These issues. It was discovered that this is A sewer issue and that we can't assist them. We suggested that they call 211 to see if There is an agency that might be able to Help them.</p>
12/2/13	[REDACTED] [REDACTED]	complete	Kim Mazeres Chelsey Wiseman	<p>[REDACTED] called to say that they address on Neil Rd is a fourplex and they are all on One water service. She needs that water Turned off for repairs. She was aware that There is a \$25.00 service fee for both turn Off and turn on. She spoke with Chelsey In Customer Service but not sure if the order Had been placed. Chelsey contacted the Customer to assure her that it had been Taken care of.</p>
12/2/13	[REDACTED]	complete	Andy Gebhardt	<p>Followed up with And to make sure that [REDACTED] had been taken care of. This was passed on to Tom Clifton and He spoke to [REDACTED]. He determined that it Very well could hve been caused by us. He Told [REDACTED] to send us the plumber bill and We would take care of it. Customer was Happy and all was resolved.</p>
12/3/13	[REDACTED]	complete		<p>[REDACTED]e was moving to Reno and need to Establish service. Referred to Customer Svc</p>

12/5/13	[REDACTED]	complete	Kim Mazeres	[REDACTED] was trying to sign up for service at the [REDACTED] Street address. She has a final bill of \$294.05. She thought her mother had taken Care of it and tht the service would be put In her name. The debt was paid and the Move in was scheduled for 12/9. I called [REDACTED] and told her that it had all been taken Care of.
1/7/14	[REDACTED]	complete	Kim Mazeres Kelli Burgess Water Quality	Customer is complaining about an odor coming from her water. She was told once once before when she complained that the Odor was likely coming from her hot water Heater, but she said that now the odor is Coming from her hose. After several Attempted to contact her we were able to Check it ou on the 15 th of Jan. At that time There was no odor present. Craig Moyle Spoke with her at great length explaining Our system. She was very appreciative. Hopefully ass is well.
1/15/14	[REDACTED]	complete	Customer Service	Customer wanted service taken out of his Name. Referred him to Customer Service.
1/24/14	[REDACTED]	complete	Andy Gebhardt Lauren Kunin	Customer called complaining about a high bill. He said his bill showed he used 64,000 Gallons. He says he normally uses 3,000. He said he check for leaks and did not have Any. Lauren Kunin went to the customer's Home on 1/28 and did not find any leaks, She did find out that he had recently had his Carpets cleaned and they were using his Water. She wondered if they could have left Water running when they got it out of the Front hose bib. The bucket test showed a 99% accuracy. [REDACTED] said the bucket Test was good enough for him but said he May still fight this usage.

1/29/14	[REDACTED]	complete	Andy Gebhardt	<p>Customer said that his payment was two Days late and his service was CONP. He Said it took 24 hrs to get the service back On. He is now being charged a \$625 Deposit. He said they told him this was Because he had been CONP once before Several years ago. Andy said this customer Has had several late fees and 10 day notices, Also 6 48 hr notices, but they always pay. We decided to remove the deposit if thy pay The current bill of \$74.67. I called the Customer and they were very happy with the Agreement. They said they would pay the \$74.67 on 1/31. I told them this is a one Time deal. If they become eligible for a Deposit once again, then it will be assessed And it will stand.</p>
2/4/14	[REDACTED]	complete	Andy Gebhardt	<p>[REDACTED] is taking a water use class at UNR. She said that the maps they provided her With are very hard to read. She was Wondering if TMWA has maps that show Show the origin of the water supply such as Reservoirs, dams and treatment plants. Andy found a map over Bill Hauck's desk Copied the number and found it on the Internet. He sent [REDACTED] the information.</p>
2/13/14	[REDACTED]	complete	Andy Gebhardt	<p>[REDACTED] called me again and he is Still disputing this bill. He said he is going To appeal to a higher authority. I told him I Thought that this had been resolved. Now He says the carpet people did not leave the Water running and they certainly did not use That much water. Andy called him and told him that he would Either send him the formal dispute Resolution info or he would send the meter To get tested. He didn't want him to testthe Meter. Andy told him he would either send The disupte info or he could give him a \$80.00 credit. He agreed to the credit. All is resolved.</p>

3/11/14	[REDACTED]	complete	Andy Gebhardt	Customer called to complain about the Increase in her flat rate billing. She said She has a lot of trees and has to water them. I explained to her that she is on a flat rate I also told her that had she been on a meter She would have saved just over \$150 for The car. She didn't want to hear anything About a meter. She is 85 years old and on a Fixed income. Elderly Alert was added to her account.
3/18/14	[REDACTED]	cinokete	Andy Gebhardt	Customer called saying she had no water For irrigatio. She said she had a plumber Out and he told her to contact TMWA. Per Andy TMWA was there and did take Care of the problem.
3/20/14	[REDACTED]	complete		Customer wanted to have a old refrigerator Picked up. Referred him to NV Energy.
4/7/14	[REDACTED]	complete	Andy Gebhardt	[REDACTED] called regarding a fence that is on Somerset property where her company, Reserve at Mountainside is building a House. She said as far as she could see the Has no purpose. It is, however, in front of a Water tank. They woul like to hve thefence Removed. She also spoke to someone by The name of Britt in property mgt. Andy called her back and told her that the Fence would remain. While it doesn't Appear to do much, it is intended to keep People from driving on the access road And parking over our vault. She under- stood and said she would explain the Situation to her clients that were Concerned.

4/10/14	[REDACTED]			Had a call from [REDACTED] returned his call But he said that his issue had been Resolved.
4/21/14	[REDACTED]	complete	Andy Gebhardt Kim Mazeres Shawn Stoddard	[REDACTED] called and wanted to know if TMWA has a program where they pay Customerm who gid rid of grass and zero Scape. He also wanted to know the Water usage of TMWA as compared to Las Vegas. Shawn Stoddard got all of The information regarding the usage. He estimates that Las Vegas uses 4.5 Times as much as the Reno/Sparks area. Andy got back to the customer with all Of this information as well as the reason Why TMWA does not pay cash for grass.
5/12/14	[REDACTED]	complete		Wanted to sign up for service, referred Him to Cust. Service.
5/28/14	[REDACTED]	complete	Kim Mazeres	Customer was disputing being charged a \$100.00 deposit because of her credit. She said that she has a credit score of 710 and is current on all of her accounts. I explained to her that the information we Receive regarding credit is from the Online Utility Exchange.. She needs to Contact them to see why they said a Deposit is required. She said she would And would let me know if she needed any Further assistance.

6/21/14	[REDACTED]	complete	Andy Gebhardt	Customer called from Honolulu, HI. Said His father had passed away and he had to Leave in a hurry. He had an agreement to Make a payment today. Was afraid his Service would be comp. Said he would call in on Monday and make his payment. Andy said they would take care of the Account. I let customer know that it was Taken care of.
6/24/14	[REDACTED]	complete	Andy Gebhardt	[REDACTED] called who is the daughter Of the [REDACTED] stating that her parents Had received a bill for \$700.00. She said Lauren had been out several times and Found no problems with the meter, etc. [REDACTED] had a contractor come and check for Leaks and found none. Her parents have Only been there a couple of weeks this year. The rest of the time the house was vacant. The bill normally runs around \$30 in the Winter and around \$200 in the summer When the sprinklers are on. She was Suspicious of the neighbors perhaps Stealing water. We went out again and Found no problem with the neighbors's Meter. We suspect that it was the Irrigation drain valve and when she got The bill and had someone check it out the Valve was closed. We gave her a \$338 credit Customer was thankful.
6/25/14	[REDACTED]	complete		Customer wanted to know if TMWA gives Any compensation to customers that Zero scape. I told him that they do not and Offered to have someone contact him with More info as to why not. He said no thank You. His address is [REDACTED].

7/3/14	[REDACTED]	complete	Marci Westlake Brent Smith	<p>Customer moved into her residence at [REDACTED] on April 25th and Received a bill for 191.00 which she Disputed. She said we gave her a 25.00 Credit. Now, she said she received a bill On the previous usage. I told her that this Is not rue that she is on a meter and she Pays for what she uses. She claims she has A letter stating that her usage is based on The previous customers usage. She is, Once again, disputing the 191.00 bill. She said she called the Comission and they Referred her to me. We did a water usage Review and was accurate by 100% no leaks. Customer should not have gotten a credit. Marci called her and advised her of our Findings. Haven't heard back from her.</p>
7/2/14	[REDACTED]	complete	Kim Mazeres Laura Green	<p>Customer was upset as he found out That the property manager who handles The house next door had all of his usage Records. They have been having a dispute About him watering his front lawn and Flooding one side of the house next door. The property manager is [REDACTED] Property Mgmt. [REDACTED] has cut his Water usage by half and hopes this Resolve the issue. After some research it Was found that the Rep. did give out too Much information. This was explained to [REDACTED] and all is well.</p>
7/2/14	[REDACTED]	complete		<p>Customer called again to complain about Our call center being in Nebraska and About payments going to Phoenix. We Talked for a while and he was okay with it.</p>

7/7/14	[REDACTED]	[REDACTED]	complete		<p>[REDACTED] called to say they hve a leak in the Pipe on their side of the property. They Ae trying to find out where they can dig to See exactly where it is coming from. They Have a plumber coming out to to take care Of it. They have their water turned off and And only turn it back on for showers, etc. She asks if there is a large spike in her bill If there is a chance for a credit. I told her to Wait and see what the bill is and contact me Or customer service and we would see if any Credit can be given.</p>
7/7/14	[REDACTED]	[REDACTED]	complete	Andy Gebhardt	<p>[REDACTED] called regarding his high bill. He Said when the meter reader came out to Read his meter he told him that the meter Was running crazy and there had to be a Leak somewhere. He finally found the leak In his sprinkler system that had frozen and Craked the valve. He had a plumber come And repair it and all is fine now. He now Has a 502.00 bill. Wanted to know if we Could give him some kind of credit. Andy Called him and explained that he had given Him a 182.00 credit and he also made Payent arrangements on the balance.</p>
7/9/14	[REDACTED]		complete	Marcie Westlake	<p>Customer complained about the \$25 Activation fee. Marcie called him and Explained to him why the fee. The problem Is he is a landlord and does't feel fee is Fair. After Marcie went through the Reasoning and the alterntives he was fine.</p>
7/16/14	[REDACTED]	[REDACTED]	complete	Andy Gebhardt	<p>Customer is the property manager for the Complex on [REDACTED]. He said he had Two new meters installed about 4 months Ago and aleak was found by one of the Meters. He said a tech by the name of Stan Came out and checked it out. In the Meantime he had a sub contractor come out And take care of the leak.Now the meters Are tilted and he thins this is a problem. Andy checked with Stan and Stan said this Is not an issue. No problems from TMWA Standpoint. Customer is satisfied that all Is okay.</p>

7/22/14	[REDACTED]	complete		Wanted to put service in his name. Referred Him to Customer Service.
7/31/14	[REDACTED]	complete	Andy Gebhardt	Customer had called me on 7/10 and I Tried to call him back but there was no Answer and no message machine. When He called me back I found out I had the Wrong phone number. He is very upset That he received a bill for 48000 gals. Of Usage which he says is impossible. He Has checked for leaks, etc. It is a four Unit building with a master meter. He has Never used more than 25,000 gals. He Went ahead and paid the bill but now he Has a bill for his sewer in the amount of \$230.00 based on the 48000 gals. Andy Spoke with customer and gave him a \$55.00 credit. Andy is pretty sure that it Is a running toilet, but customer does not Agree. He is now going to contact the City of Reno. We'll probably be hearing From him again.
8/4/14	[REDACTED]	complete		[REDACTED] called and wanted to know about Conservation. Found out his address is In Truckee, CA so I referred him to Truckee Donner PUD.
8/15/14	[REDACTED]	complete	Andy Gebhardt	Customer wanted to know if there is a Minimum amount of pressure that TMWA Is allowed to provide. He claims that since He went on a meter his pressure is very low, He can hardly run his sprinkler system. He Said he is not the only one with this Problem in the neighborhood. Brent Smith Contacted the customer and scheduled a Pressure check. The problem was found And th issue is resolved. Customer was Very satisfied.

8/28/14	[REDACTED]	complete	Andy Gebhardt Bill Hauck	Customer wanted to know how much water is allocated to go to Pyramid Lake. Bill called him and spoke to a younger person at the residence. He was put on hold, while holding the customer hung up on Bill. [REDACTED] called me again on 8/29, I gave him Bill's direct number. I called [REDACTED] again to make sure he got his answer, but I have not heard back from him.
8/25/14	[REDACTED]	complete		[REDACTED] called to have the water service turned on. Referred him to Cust. Svc.
9/2/14	[REDACTED]	complete	Andy Gebhardt	Customer said that the last month he had a \$800 water bill and this month he has a \$1200 bill. This is a rental he owns. He claims he had everything checked out by his landscaper [REDACTED], and they found no leaks, etc. He said he recently put in new lawn and has had to keep it watered but not to the tune of 355,000 gals. After checking everything, we contacted the customer to let him know that everything was okay on our end. He confirmed that they were watering way too much. Landscaper made an error. They made arrangements to pay the bills.
9/4/14	[REDACTED]			followed up with James. He said he spoke with Bill Hauck and his question was answered. He thanks us for our assistance.
9/17/14	[REDACTED]	complete	Andy Gebhardt Necie Schlesener	Customer said his tenants think there is something wrong with the water meter at this residence. They would like to have someone check it out. They said their bills are unusually high. Necie conducted a review and the conclusion was that the customer needs to isolate for the leak(s) both indoors and outdoors.

9/23/14	[REDACTED]	complete	Kim Mazeres	Customer has two accounts one for [REDACTED] And one for [REDACTED] She only Received one bill. Wanted to know Why. Somehow the meters were not read at the same time and the scond bill was Just mailed. However, the residence was Not occupied, so the balance for the second Bill was a zer balance. Followe dup with Customer and all is fine.
10/14/14	[REDACTED]	complete	Andy Gebhardt	Service was comp, but he said he has been A good customer for 26 years. Now he is Being charged a 285.00 deposit. Spoke With Andy and deposit was removed.
10/15/14	[REDACTED]	complete	Andy Gebhardt Marci Westlake	Customer says he has a leak that is Leaking approx. one gallon per hour. He Needs to determine if the leak is coming From under the house or from the backyard. He said he wants to put in a shut off valve So that he can determine where the leak is Coming is. He wants to know where he can Dig. Marci called and spoke with him About where the water line is on the Property. She explained that beyond the Meter we do not have that information. She told him that the contractor who built The home or aplumber would be able to Help him.
10/17/14	[REDACTED]	complete	Andy Gebhardt	Customer stated he had a leakage problem At the faucet in his front yard. He had a Temporary fix but now it is leaking again. He said the plumbers have told him he has To redo the entire pipe, etc. because the House was built in 1987 and the faucet Cannot be replaced. I told him we are not Responsible for problems within his yard. He said he understood that but wanted to Talk to someone who might be able to give Him some suggestions. Andy called him And suggested that he try one of the larger Plumbing outfits such as Savage and Sons or Jet Plumbing as he shouldn't have to replace all his piping.

10/29/14	[REDACTED]	complete	Kim Mazeres	<p>Dawn called regarding customer [REDACTED], [REDACTED]. Aid customer has Not had water service for several days. The Reason is that the front house, [REDACTED] Has been abandoned and the water was Turned off. Apparently her service is on The same line. She said she wpoke with Someone at TMWA and she was told that The water was on and there was no reason For anyone to come out to the residence. [REDACTED] phone number is [REDACTED]. The front house has been off for 18 months. According to everything we have they are On separate lines. There is water to her Meter. It seems that the two lines somehow Run thru [REDACTED] thinks That is where the problem might be again But doesn't have access to [REDACTED]. Kim Explained we don't have access either. Dawn at the City is going to see if the Building Department could help her out. Kim advised her if that didn't wok out that She contact a plumber and let him see what Can be done.</p>
11/3/14	[REDACTED]	complete	Andy Gebhardt	<p>Followed up with [REDACTED] regarding her Neighbor on [REDACTED] who had a leak He wsn't getting repaired. [REDACTED] said that The leak had been repaired and all is well.</p>
11/4/14	[REDACTED]	complete	Kim Mazeres	<p>[REDACTED] Engineering Dept. He wanted to know how To get a meter turned on at [REDACTED] Park.</p>
11/7/14	[REDACTED]	complete		<p>Ilene was having trouble signing onto our Website. She said she needed to make a Payment aas her account was past due. I Signed onto our site and called her back to Assist her. She never returned my call.</p>
11/17/14	[REDACTED]	complete		<p>Wanted to know our policy for payments on Accounts that are closed.</p>

11/112/14

[REDACTED]

complete

Andy Gebhardt
Marcie Westlake

[REDACTED]. He wanted as
much information as we could give him
Regarding usage at [REDACTED]
Marcie gave him as much info as she could
Since he did not have an account number.
He was satisfied.