



STAFF REPORT

TO: Chairman and Board Members
THRU: Mark Foree, General Manager
FROM: Andy Gebhardt, Manager Customer Services
DATE: December 4, 2015
SUBJECT: **Report regarding Ombudsman activities from December, 2014 through November, 2015 and request for Board direction and possible authorization for the General Manager to renew the Ombudsman Contract with Joanne Stralla for Calendar Year 2016**

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 since 2008. 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 2015. A copy of her contract is *Attachment #1* to this report.

Last December, there was a question surrounding “Exhibit A” of Ms. Stralla’s contract. Included with the contract this year is an amendment that references an updated “Exhibit A.”

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 \$2,700 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 Nov, 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

Mark Foca

Dated: 12/11/08

TMWA MANAGER

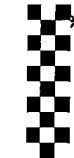
By: _____

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



**AMENDMENT TO
AGREEMENT FOR SERVICES**

THIS AMENDMENT TO AGREEMENT FOR SERVICES ("**Amendment**") is dated for identification purposes as of December 1, 2015 (the "**Effective Date**"), and is entered into by and among JOANNE STRALLA ("**Stralla**") and TRUCKEE MEADOWS WATER AUTHORITY ("**TMWA**").

WITNESSETH:

WHEREAS, Stralla and TMWA entered into that certain Agreement for Services dated December 1, 2008 ("**Agreement**").

WHEREAS, Stralla and TMWA desire to amend the Agreement by amending and restating Exhibit "A" thereto in its entirety.

NOW, THEREFORE, the parties desire to amend the Agreement on the terms and conditions set forth herein;

1. **Capitalized and Conflicting Terms.** Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement. To the extent the provisions of this Amendment conflict with any of the terms and conditions of the Agreement or any prior amendments, the provisions of this Amendment shall control. The parties acknowledge and agree that, except as specifically modified hereby, each of the terms and conditions of the Agreement shall remain in full force and effect and are enforceable in accordance with its respective terms.

2. **Exhibit "A".** Exhibit "A" to the Agreement is amended and replaced in its entirety with Exhibit "A" attached to this Amendment.

3. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of Landlord, Tenant and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written above.

<p>"TMWA" TRUCKEE MEADOWS WATER AUTHORITY By: <u>Mark Jone</u> Its: <u>GM</u></p>	<p>"Stralla" By: <u>Joanne Stralla</u> Joanne Stralla</p>
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Exhibit A

TMWA Ombudsman Scope of Work

The Ombudsman is to act as an additional avenue of escalation for customer concerns and complaints, and as an independent advocate for TMWA customers. The Ombudsman will respond in a timely manner to any customer concerns, and will work with TMWA staff and within TMWA rules and guidelines in attempting to resolve any customer issues. The Ombudsman will provide a yearly summary of any customer contacts and their resulting resolutions.

12/5/14	[REDACTED]	complete		Was having a problem with a payment he made online. When I called him back his wife said that he had taken care of it and that the payment had gone through.
12/31/14	[REDACTED]	complete	Andy Gebhardt	Customer moved into new residence and wanted services turned on. They had a bill from a previous address which they claimed they were not responsible for. they are to produce a lease proving that they were not living at the residence. The service was turned on.
1/5/15	[REDACTED]	complete	Andy Gebhardt	Customer requested to be taken off of flat rate and put on a water meter. requested completed.
1/8/15	[REDACTED]	complete		Customer needed new service, referred to Customer Service.
1/27/15	[REDACTED]	complete	Andy Gebhardt	Customer wanted to know why her bill is \$50.90, thinks this to too high. After checking the account Andy gave them a \$15.21 credit. Customer is satisfied.
2/3/15	[REDACTED]	complete	Andy Gebhardt	Jennifer called me again and thank us for the way her dispute was handled. She was very happy with the outcome.
2/3/15	[REDACTED]	complete	Marci Westlake	This is a new customer in South Reno. He called to make a phone payment and sign up for automatic payments. He did not want to give his SSN. Johnny, in Cust. Svc. told him he could not help him with his request without his SSN. Marci called him back and explained that we do not need it. Johnny did get the final 4 of his SSN. Think there was some confusion regarding the phone payment.

2/12/15	[REDACTED]	complete		Customer wanted to know how to get another account in his name. Referred him to Cust. Svc.
2/17/15	[REDACTED]			This customer called me two times. All his message included was his name [REDACTED] and his phone number. I tried to reach him several times but he never called back.
3/11/15	[REDACTED]	Ongoing issue	Kim Mazeres	He went on and on about going on a water Meter. He says he has a leak in his back - yard that no one has been able to determine where it is coming from. He said he has had engineers as well as TMWA out over years but no one has been able to resolve the problem. He said he will go on a meter if we go back to October when the water was supposed to be turned off and give him an adjustment. Otherwise he is threatening legal action. This is something that we cannot do as we have had other customers ask for the same adjustment and were denied. I called him and left him a message telling him this. I did not hear back from him. Apparently, we are still looking into this issue.
3/18/15	[REDACTED]	complete	Andy Gebhardt	Felix manages the duplex on [REDACTED] He says that there is a broken utility box cover in front of the duplex. According to the tenant a couple of people have tripped and one is threatening to sue. He wasn't sure but he thinks it belongs to TMWA. He claims his tenant has reported it before. Andy sent someone out to check it ASAP. I called the customer and advised him it would be taken care of.
3/18/15	[REDACTED]	complete	Kim Mazeres	Customer wanted average billing for the address and was having trouble using the automated system.

3/25/15	[REDACTED]	complete	Andy Gebhardt	Customer placed an order but didn't think it was handled properly. I called Cust. Svc. and spoke to Jody. She did have the pending orders on both accounts. The acct in Sparks he wanted turned off on the 31 st instead of the 27 th , Jody changed the date. The one on [REDACTED] was due to go into his name on the 27 th but he needs to give permission for a credit check in order to waive the deposit. He was only on TMWA for three months as he was a Washoe Co. customer before. I called him back and he said he would call in and give permission for the credit check. Andy had Cust svc. Call him for his info to do the check.
3/25/15	[REDACTED]	complete	Andy Gebhardt	He wanted to know the PH of the water out of the pipes for a gardening class. Andy had Water Quality contact him. Paul Miller called the customer and left him a message with the information. He asked the customer to call back if he needed clarification.
3/25/15	[REDACTED]	complete	Andy Gebhardt	Karen is suggesting that we only allow watering twice a week during periods of Drought. Andy called her back and explained that people actually used more water when they only water twice a week as opposed to when the water three times a week. She thanked him for the call.
3/30/15	[REDACTED]	complete	Andy Gebhardt	Natalie wanted to know about installing Artificial turf. She wanted to know if we would recommend someone to install it, and how to maintain her trees once it is installed. Andy called her and told her while he can't recommend any specific Synthetic turf companies, he would give her the names of some companies. He also gave her some suggestions on how to keep her trees alive. She was happy.

4/6/15	[REDACTED]	complete		Herbert left me a message that his tenant had called him and they had no water Svc. Called him back but the issue was resolved. The Assn. had the water turned off for repairs.
4/14/15	[REDACTED]	complete	Robert Carpentier Communications	Customer wanted to know how he can keep informed about what is going on at TMWA. Robert Charpentier replied to the customer giving him several ways to keep informed. Facebook, website and newsletter. Customer was very happy with response..
3/17/15	[REDACTED]	complete	Kim Mazereres	John said that every morning when he drives by the Legends on Vista Blvd. they are watering. This includes Monday which is a non watering day. He wants to know why they can do this. Kim left him a message telling him that the Legends is watering with Reclaimed water from the Sparks Sewer Plant. She also gave him a contact at the Legends and the City of Sparks if he would like to complain to them. TMWA does not provide the water nor can we enforce the same restrictions on this particular source.
4/17/15	[REDACTED]	complete	Marci Westlake	Susan is a former Washoe Co customer. She wanted to know why none of the usage info was brought over from her previous account. She also thinks that the usage graph should be larger. She suggested using the large space on the back of the bill that is blank Marci called the customer, Susan's concern is that if we expect people to save 10% how will they know how much that is if there is no information. She told her that we do have the info and the customer would have to call and get it from us. She told her that they have looked at the usage graphs and we will consider changing that the next time that we redesign our bills.

4/29/15	[REDACTED]	Complete		Both calls were from people who wanted to sign up for service. Referred them Cust. Svc.
5/4/15	[REDACTED]	complete	Kim Mazeres	Customer claims he is receiving shut off notices as well as a refund. He said he got a shut off notice dated 3/27 for \$54.87 and one on 4/22 for \$92.27. He said he made a payment on 4/22 for \$90.00 plus. He says he received a refund on 3/26 in the amount of 32.58. He is a former Washoe Count customer and the refund came from them. He did not pay for four months, hence the shut off notices. He is current now. Called him back and explained that possibly the refund was from Washoe County. He agreed. He didn't say he made any Payments to Washoe County in the last three months.
5/4/15	[REDACTED]	complete	Kim Mazeres Lauren Kunin	Customer was calling to report his neighbor, [REDACTED] who lives at [REDACTED]. He said that [REDACTED] is a water abuser. He is watering his lawn today (Monday) and said he might wash his car as well. Water Watchers will take care of this, and then they will put their visit into the water Watcher database.
5/12/15	[REDACTED]	complete		Elaine called to have service put into her name at [REDACTED]. Referred her to Customer Service.

5/14/15	[REDACTED]	complete	Andy Gebhardt	Customer called and said his service was turned off for nonpayment. He claims he contacted Gov. Sandoval's office and was given several numbers to call for assistance. He said he has four kids, one is 2 yrs., and one is a baby. He claims all he owes are reconnect fees. There is a long history on this account of delinquencies. A check that was paid to get the services turned back on May 6 th was returned for Non sufficient funds. Kim Mazeres gave him credit for one \$25.00 fee but told him the others were valid and would stand. He was called regarding the nsf ck but never called back. The service was turned off on 5/13. I called him back and told him that we would be willing to turn the service back on for \$100.00. He wasn't happy but said he would see what he could do. He also said he had a call into Naomi on the Washoe County Commission.
5/5/15	[REDACTED]	complete	Kim Mazeres	Lisa called to report a broken lid at [REDACTED]. It was replaced.
6/23/15	[REDACTED]	complete	Andy Gebhardt	Bernie called regarding a bill for the [REDACTED] in the amount of \$1914.00 for a fee he did not know anything about. He thinks that it should have gone to the contractor. He said there is a permit number on it of [REDACTED]. Andy called him back and Bernie told him that it had been resolved.

6/24/15	[REDACTED]	complete	Andy Gebhardt	Just had a call from tony who says he called City of Reno regarding one of his oak trees that is doing very poorly. He said the City told him to contact TMWA that someone thee could help him. He was told to contact Neeecie or Dale Carlin who is a tree expert. The City of Reno did some street repairs at this address a year ago and had to replace some of his driveway and all of the curbing. His phone number is [REDACTED]. Andy said he would take care of it.
6/24/15	[REDACTED]	complete	Andy Gebhardt	Customer called wanted to know what he current balance and due date is. I called him back the information. His phone number is [REDACTED].
6/24/15	[REDACTED]	complete		Lady called wanted to know if the water is still on at her rental property. Referred to customer service.
6/25/15	[REDACTED]	complete	Andy Gebhardt Neeecie Schlesener	Susan said she had been trying to contact someone in Conservation. She wants to information about conservation devices. She said there was info regarding a moisture meter in the RGJ Sunday and she would like more information about it and other devices. Neeecie provided customer with the information she requested.
6/29/15	[REDACTED]	complete	Kim Mazeres	Lisa paid made a payment on the account at [REDACTED] Drive which was supposed to for \$60.00. She mistakenly entered \$6000.00 instead. She called regarding a refund and was told that she could not get one until Monday, July 6 th . She said she needs it asap and is willing to go to the office and pick it up. Kim spoke to accounting and was able to get her refund check on June 30 th . Customer was very appreciative.

7/1/15	[REDACTED]	complete	Andy Gebhardt	<p>Customer called and wanted to remain anonymous. Customer was calling to report their neighbor who lives at [REDACTED], Reno. The neighbor waters on their assigned days, but always during the heat of the day when they are not supposed to water.</p> <p>K C from conservation went out to see Customer, but was unable to make contact. She left them the educational materials.</p>
7/28/15	[REDACTED]	complete	Kim Mazeres	<p>Denny owns the property at [REDACTED] in Reno. This service was recently transferred from Washoe County. When service was transferred the order (CILL) to automatically put the service in his name. When a tenant leaves did not transfer. He was charged a \$50 same day reconnect fee. He also has several other properties in Reno that require a CILL as well. He sent me a list of the properties which I forwarded to Kim. All CILLs have been added to his accounts. The \$50 reconnect fee was adjusted to \$25.00. Customer was very pleased.</p>
7/30/15	[REDACTED]			<p>[REDACTED] called and said he had a major water leak and wanted to know if he could get some kind of an adjustment. I told him I would see what could be done. However, he decided that he wanted to contact his nephew, [REDACTED] who is employed with TMWA instead. His address is [REDACTED].</p>
8/3/15	[REDACTED]	complete	Andy Gebhardt	<p>Linda called regarding a leak they had in their water line which was on their side of the service. They had the leak repaired, but The City of Reno has raised their sewer fees based on the additional water usage. They are not willing to adjust the usage. Andy said that he would take care of this.</p>

8/25/15	[REDACTED]	complete	Andy Gebhardt	<p>[REDACTED] said that on February 27th, 2015 they had a water break to their fire system that flooded their parking lot. He said that a company up the street from them, World Pac, had the same problem and their parking lot flooded as well. The Washoe Co. Jail and the Bonanza had similar problems. He aims that there were a couple of major surges on the line that caused these breaks. They had the pipe repaired which cost \$27,000.00. His Insurance Company contacted TMWA but, because these businesses get their water service through Parr Reno Water TMWA backed out. He claims that TMWA provides the water to Parr Reno Water and the pipes are their responsibility. He is not looking for full payment as he is aware that these pipes have been in the ground for a long time. He just wants to know if there is anything that TMWA can do to help his situation.</p> <p>Andy was well aware of this issue and said it really is Parr Reno's problem. He said he would contact [REDACTED]</p>
8/19/15	[REDACTED]	complete		<p>Wanted to establish service. Referred him to Customer Service.</p>
9/9/15	[REDACTED]	complete	Andy Gebhardt Necie Schlesener	<p>Customer was concerned that her bill had jumped to \$111.00. It has always been around \$70.00. She said she didn't have any leaks and that her toilets that were leaking before this have been repaired. She also reset the clock on her sprinkling system. Necie went out to the property and spoke with the roommate who said that she had adjusted the sprinkling system, but didn't know to get the 2nd and 3rd start times off the timer.. Necie reduced the water budget and adjusted the watering times on the clock. She showed Vivian how to read her meter. She saw no leaks. Customer was very satisfied.</p>

9/10/15	[REDACTED]	complete	Andy Gebhardt	Wendy said that TMWA was working on the water main at her neighbor's house and turned off her water as well. She said that no one notified her that her service was going to be turned off which caused her to panic thinking her husband didn't pay the bill, etc. Andy called Wendy and explained that it was not planned and that is why she wasn't notified. Customer was satisfied his explanation.
9/10/15	[REDACTED]	complete	Kim Mazeres	Brooke wanted information on how to do door hangers. They want to do a door Hanger regarding graffiti with info on who to contact, etc. She said she knew that TMWA had done them telling customers their water days. Called her back and she said that she had gotten the info that she needed.
9/17/15	[REDACTED]	complete	Andy Gebhardt Deanna Anderson	Theresa called and asked to have someone go out to her residence and check everything out. She just purchased property and thinks her bills are too high. She would also like to have a comparison done on how she compares to her neighbors usage. Deanna met with Theresa on Sept. 21.
9/17/15	[REDACTED]	complete		Claudia called regarding a family of one of the students at her school. She said that they heard that their water service had been turned off. I asked her to please have them call me, but I never heard from them. Her no. [REDACTED]

9/23/15	[REDACTED]	complete		Left me a message that she wanted to know about a request for public records? Called her back, but she said she had talked to someone else and got her answer.
10/1/15	[REDACTED] [REDACTED]	Complete	Marci Westlake	Mary said she made a phone payment in the amount of 28.33 last week. She said a lady called Maria called her and told her that the payment did not go through. She asked if she could make another payment Maria told her no, but that she would connect her with someone who could who could make the payment. She was transferred to Customer Service. The rep told her she owed 130.00 and that her address did not come up correctly. I told her someone would look in this and get back to her. Marcie called the customer back and made the payment for her.
10/6/15	[REDACTED]	complete	Kim Mazer Brent Smith	Janet called regarding tree roots that are growing under her neighbors drive way (they are her toots). She wants to make sure that they will not cause a problem with the shut off valve. The tech went out and checked the meter box and the shut off valve. They were just fine. A tag was hung on the neighbor door letting them know the results.

10/15/15	[REDACTED]	complete	Marcie Westlake	Carol called said she is trying to pay her bill and was unable to. She contacted Customer Service and they tried to make it for her. They told her that the payment could not be made because she had a NSF check with Heritage Bank. Her husband is ill and she can't leave him alone. Marcie called her and told her that the bank did not allow the payment due to several NSF checks. Marcie placed a hold on her account and told her to mail her payment.
10/23/15	[REDACTED]	complete		Carol wanted to know if we give any kind of a discount to seniors. I told her we do not give a discount, however we do Audits that could help reduce their bills, Payment arrangements can be made if they are having difficulty and budget billing. They can also call 211 which helps people locate assistance for a variety of bills.
10/29/15	[REDACTED]	complete	Andy Gebhardt	Joe wanted to speak to someone who works with developers. He said his company has a water generating process that takes water from the air. Andy referred him to John Erwin's dept.