



STAFF REPORT

TO: Chairman and Board Members
THRU: Mark Foree, General Manager
FROM: Andy Gebhardt, Director Customer Relations
DATE: November 16, 2016
SUBJECT: **Report regarding Ombudsman activities from December, 2015 through October, 2016 and request for Board direction and possible authorization for the General Manager to renew the Ombudsman Contract with Joanne Stralla for Calendar Year 2017**

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 2016. A copy of her contract is *Attachment #1* to this report.

Ombudsman Stralla has prepared a summary of her past year's work for TMWA, which is *Attachment #2*. (I have modified this report to remove customer names, addresses, phone numbers, and account numbers.) Over the past 11 months TMWA has paid Ms. Stralla \$2,475 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

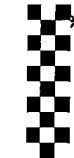
By: _____

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</p> <p>By: <u>Mark Free</u></p> <p>Its: <u>GM</u></p> | <p>"Stralla"</p> <p>By: <u>Joanne Stralla</u> Joanne Stralla</p> |
|---|--|

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.

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.

11-16-16 BOARD Agenda Item 8
Attachment 2

| | | | | |
|----------|------------|----------|-----------------------------------|--|
| 12/3/15 | [REDACTED] | complete | Andy Gebhardt Jessica Atkinson | [REDACTED] said that she stepped in a man hole At the intersection of Locust St. and Colorado River Bl. On October 10 th . She Said she sprained her ankle a and had to go To the hospital. As soon as she reported it To TMWA the hole was covered. She Filed a claim for the accident with Kevin Compel but has not heard anything more. The address she gave TMWA was a Temporary address, therefore, she did not Receive the response letter sent on 11/2/15. Her claim was denied and she was told that A letter of determination would be sent to Her current address which she provided at This contact. She was also told why the Claim was denied. She was not happy. Mr Pagni was made aware of the conversation. |
| 12/8/15 | [REDACTED] | complete | Andy Gebhardt | [REDACTED] called with a concern that she has Water under her house all the time. She Thinks that one of her neighbors might Have a water leak. She shares an adjoining Wall with her neighbor but they will not Discuss the problem with her. After Checking, none of the neighbors appear to Have a leakage, their consumption is very Low. Andy offered for the lab to come out And take a sample to see if it treated water. If it is, there is a good chance that nothing Can be done unless the source is identified. She was very pleased with this suggestion. |
| 12/23/15 | [REDACTED] | complete | Kim Mazeres | [REDACTED] called on behalf of his brother who Is ill and on dialysis. He has a leak in his Front yard but has no means to get it Repaired. George wanted to know if there Were any programs that could help him. I Referred him to the 211 number. Also told Him that once it is repaired that we would Be able to do some reduction as well as Payment arrangements. |

11-16-16 BOARD Agenda Item 8
Attachment 2

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|----------|------------|----------|----------------|--|
| 12/18/15 | [REDACTED] | complete | Kim Mazeres | [REDACTED] was upset that she was turned off for Non payment and had to wait 24 hours to Get turned back on. She said she had made The payment the previous day. She feels That she has not been treated fairly. She has Not been current since 7/14/15. She was CONP on 12/15 after a 48 hr notices was Sent on 12/8. She owed 250.18 and was Turned back on for \$150. The CSR Should have required the entire amount. I'm sure we'll hear from her again. |
| 12/29/15 | [REDACTED] | complete | Andy Gebhardt | Customer said that he had a credit Report done and it showed he owes \$62.00 To B&P Collections for a Tmwa BILL. He Wanted to know the details. Andy called Him back with the details. He said he Would make the payment and apologized. |
| 1/7/16 | [REDACTED] | | | Received a message on my voicemail from Jerry. Called back and left a message, but Never heard back |
| 1/7/16 | [REDACTED] | | | [REDACTED] called and wanted to know what time The TMWA Board meeting was. I Called him back with the information. |
| 1/12/16 | [REDACTED] | complete | Marci Westlake | [REDACTED] called and said he made an electronic Payment on January 9 th but he didn't Think it went through. Marcie called him Back and told him there was a problem on That date and the payment did not go through. He thanked her and said he would Make the payment. |

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|---------|------------|----------|-----------------------------|--|
| 1/28/16 | [REDACTED] | complete | Kim Mazerres Pat Nielsen | Customer called and stated that a main up From her house had broken. The main was Repaired and the service was restored. She Said the water ran down onto her driveway And corroded some of the gravel. She said That part of it was raked and is okay, but There is still some standing water and she Can see that the gravel is eroded. Pat called her and explained that they would Be repairing the driveway as soon as thing Dried out. She was happy that she didn't Have any hassle about it. He will call and Schedule the job as it will block her access For a couple of hours. Pat gave her his Number as well as Jessica's if she has any Further claims issues. |
| 2/16/16 | [REDACTED] | complete | Kim Mazerres | [REDACTED] called and said that her service had Been turned off for non payment. She Claimed she was not receiving her bills And was not aware that she was charged a \$220.00 deposit. She said she paid \$183.69 And Marcie agreed to let her pay the Balance on March 4 th . She wanted to know If there was any way her service could be Turned on today as she has two small Children. Kim contacted Brent Smith who Said he would turn the service on today. |
| 2/24/16 | [REDACTED] | complete | | Customer received a letter from a Company in Las Vegas offering to insure His water line from the street to his Residence. He wanted to know if this was A part of TMWA. I explained that this is A separate company and they have no Affiliation with TMWA. |
| 2/26/16 | [REDACTED] | | | [REDACTED] left a message asking what TMWA's rules are for collecting past due Accounts. She lives in Fallon and was Going to court over a water bill. I called Her back and left a message but did not Hear from her. |

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|---------|------------|----------|--------------------------------------|--|
| 3/16/16 | [REDACTED] | complete | | Customer received a letter from American Water Resources asking her to insure her Water line from the street to her house She Just wanted to make sure that this was not a Program offered by TMWA. |
| 3/16/16 | [REDACTED] | complete | Albert in Dispatch and Andy Gebhardt | [REDACTED] called to report that there was a storm Drain in their parking lot that was backing Up and water was coming out of it. He Thought it might there may be a problem With the water main. Since it was after Hours and I had not turned off my phone , I Called dispatch and spoke with Albert who Said they would send someone out to check. The parking lot was the one at [REDACTED] As it turned out it was not a TMWA Problem but a clogged storm drain. Andy Followed up the next morning and was told That the drain had been cleaned and all was Good. |
| 3/21/16 | [REDACTED] | complete | Andy Gebhardt | [REDACTED] lives at the [REDACTED] She said they are being charged \$15.46 per Month for water service. She thinks this Is too much and wants to know how much The water bill actually is for the park. I told Her I didn't know if I could give her that Infor, but I would ask. Andy called her back And informed her that he could not release The account information as she is not the Customer of record. |

4/5/16

[REDACTED]

complete Kim Mazeres
Justin Greenlad

Customer called and said she had no Service and didn't know why. I called Customer service, as it was after 5:00pm, And spoke with Kristin who contacted Dispatch and a serviceman was sent out To the residence. I followed up with [REDACTED] on April 6 and she said that it Had been taken care of. Apparently, the Gardner thought he had turned off the Sprinkler system, but instead, he had turned Off the water service. She said the Serviceman was awesome. He even painted The turn off to the house a different color So that this would not happen again. She Went on and on about how professional he Was and what a great customer service Employee he is. Happy, Happy customer!

4/6/16

[REDACTED]

complete Kim Mazeres
Linda Guard

[REDACTED] wanted to know if there were Deposits on her acct on [REDACTED]. Linda called her back with the information.

4/8/15

[REDACTED]

complete Kim Mazeres

[REDACTED] called and asked fro the usage History for a residence at [REDACTED] Dr in Sparks. Customer service called her With the information she requested.

4/15/16

[REDACTED]

complete

Customer received a letter from American Water Resources regarding insuring her Water line from the street to her house. I Explained to her that this company has No affiliation with TMWA.

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| 4/20/16 | [REDACTED] | cinokete | | [REDACTED] left me a message asking for some Explanation of our procedures. I called Him back. He said he did have a problem But, it was taken care of. |
| 5/4/16 | [REDACTED] | complete | | She was calling about the letter she Received from American Water Resources Told her they have no affiliation with TMWA. I have received three other calls regarding These letters. They must be working this Area the last two months. |
| 5/6/16 | [REDACTED] | complete | | Customer said he was CONP illegally and Wanted to know who to contact. I started Asking some questions he said "never mind" And hung up. |
| 5/6/16 | [REDACTED] | complete | | Customer was moving referred to Customer Service. |
| 5/25/16 | [REDACTED] | | | Called back and customer indicated That she had made an online payment and Received an error message. She had Talked to Customer Service and they said that her payment did go through. I told Her I have had this same problem, but to Watch for an email confirming the payment |
| 5/26/ | [REDACTED] | complete | Kim Mazeres | [REDACTED] wanted to know if he had a standing Order at the address on Tudor. Kim called Him back advising him that he did. |

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| 6/9/16 | [REDACTED] | complete | Andy Gebhardt | [REDACTED] called stating that the meter at the Address was turned off because there was a Leak in the landscaping. She said that the Landscaper said there is no leak. She would Like someone to call the landscaper, Pam At [REDACTED] Per Andy, this was a Confusing situation as the Fire Department Was involved. The customer was contacted And the original tech was sent out as he Would know what was done. |
| 6/16/16 | [REDACTED] | complete | Kim Mazeres | [REDACTED] called regarding [REDACTED] who is Disabled and is having problems with her Water heater. She said that [REDACTED] Friend contacted TMWA about the Problem. She said someone from TMWA Was trying to get her some assistance. This Is definitely not TMWA. Possibly NV Energy. Kim called [REDACTED] and informed Her it was not TMWA. |
| 6/16/16 | [REDACTED] | complete | Kim Mazeres | [REDACTED] called regarding a huge elm tree That is on his property, but is part of TMWA's responsibility as it is next to the Ditch. Customer was advised that he needed To contact Lake Ditch Company. |
| 6/28/16 | [REDACTED] | complete | | [REDACTED] wanted to know if there are any Water restrictions for residents that are on Wells. Told him that we do not know of any |
| 6/29/16 | [REDACTED] | complete | Andy Gebhardt | [REDACTED] indicated that he experiencing Low water pressure and would like to know What the normal PSI should be. Someone Was sent out to check the pressure. |

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| 6/29/16 | [REDACTED] | complete | Andy Gebhardt | Customer was very upset that he had a Letter on his door accusing him of watering On the wrong day. He said it was actually His neighbor. He went on and on stating That TMWA should do a better job of Investigating before they accuse. Andy Called him back as well and told him that He would not receive anything else unless We personally saw it. He said that if it Happens again there will be lawyers Involved. |
| 7/7/16 | [REDACTED] | complete | Andy Gebhardt | [REDACTED] called and said he received a letter From America Water Works. I told him That TMWA has no affiliation with this Company. He said he knew that, but got Him to thinking about his front yard. He Has a large tree in the yard and is concerned That the roots might interfere with his Service. He wanted to know if there is Anyone or any company that can check this Out and let him know if there is a problem. Andy called him back and told him that a Plumber or an arborist might be his best Shot. |
| 7/7/16 | [REDACTED] | complete | Andy Gebhardt | Andy was going to call her back and speak To her about her concerns. |
| 7/11/16 | [REDACTED] | complete | Andy Gebhardt | [REDACTED] called and said he has just Put in new sod and would like his Restriction waived until his sod has rooted. |

7/12/16 [REDACTED]

complete Marci Westlake

[REDACTED] called and said that while she was out Of town her water was turned off. She is Now being charged a deposit of \$400.00 Reduced from \$700.00. She said her bill Runs between 300 and 400 per month in the Summer. She is trying to sell her house and Needs to keep the lawn watered. She stated She has a "special needs" child and has to Water service. She paid what she owed and And now has a payment of \$300 Pending for tomorrow. She said she is Able to pay the bills but cannot pay the Deposit. She told Marci she was having A hard time since her husband passed away. Marci agreed to remove the additional 400 One last time and she agreed to sign up for Auto pay.

7/15/16 [REDACTED]

complete

[REDACTED] wanted to sign up for service at [REDACTED] I had Lena in Customer service call her [REDACTED]

7/15/16 [REDACTED]

complete

[REDACTED] called to get the address to mail in her Bill. She also said that her bill was too High. I checked with customer service and Her bill had gone up recently. We made Arrangements for someone to go out and Check for leaks. She called me back and Said that the maintenance man at her Condo check and found that 2 toilet and the bath tub were leaking. He made the Repairs.

8/10/16 [REDACTED]

complete Andy Gebhardt

[REDACTED] said that on May 25th his water was turned off for system maintenance on his Street. A notice was apparently put on his front door, but they did not see it as they always come through the garage into house. Consequently, a pump that he had installed to increase his water pressure was burned out. He filed a claim and Kevin was handling the case. He has since had the pump replaced which cost \$1225.00. He was told that his claim was being denied because the proper procedure was followed by leaving the door hanger. He said that before he proceeds further with the claim he wants to make sure there is no possibility of settling the issue. Andy was aware of the situation and will speak with the Dept. to make sure that we are solid in our answer before we get back to him.

8/10/16 [REDACTED]

complete Andy Gebhardt

[REDACTED] wants to know if his meter is running all the time as he thinks his valves on his system are staying open due to "grit". His landscaper said he sees water coming out of diaphragm held open by "grit". Someone was going out to his residence the next day to check it out.

8/18/16 [REDACTED]

Andy Gebhardt

[REDACTED] said she received two bills the very same day for the same amount, only one showed the balance past due. Andy called her back and left her a message.

8/25/16 [REDACTED]

[REDACTED] called to report one of TMWA's drivers who was driving a service truck. He said the driver was speeding on Plumb Lane and changing lanes without signaling. He then turned onto Hunter Lake Dr which has a 25 MPH speed limit and continued to speed there as well.

8/30/16 [REDACTED]

complete Marci Westlake

[REDACTED] is questioning his last two bills as He says they are way too high (around \$80). After talking to him for a little while I find Out he has disconnect notices and he really isn't sure what he owes. He said his notice Date is tomorrow and he is asking for three or four more days to get this taken care of. He also said he had his handyman check for Leaks outside and inside and there were none. Marci spoke with him and she is Sending Conservation out to check.

9/1/16 [REDACTED]

complete Marci Westlake

[REDACTED] called and said he was representing His client who wants to purchase the Duplex on Brinkby. He said there is only One meter on the property. His client wants To make sure he will not be charged for Another meter at a later date. He said the Duplex across the street has two meters.

9/1/16 [REDACTED]

complete Marci Westlake

He is the Utility Mgr at [REDACTED] [REDACTED] He wants to know if it's true that we Have some residences that are on the rate of \$21.50 per month. He is trying to answer a Complaint from his customers.

9/2/16 [REDACTED]

complete Andy Gebhardt

[REDACTED] said she has been trying to get some- One to come out and check or water leaks In her irrigation system. She said she has Spent thousands trying to resolve her Problem but her usage is still way too high. I told her I would contact you and ask if There is anything else that can be done. She Feels like TMWA is not listening to her Because now she is on a meter and she is Complaining about her usage. Her ranch is next to [REDACTED]

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|----------|------------|----------|------------------------------|---|
| 9/2/16 | [REDACTED] | complete | Andy Gebhardt | [REDACTED] is with the Rotary Club at Incline Village. They would like to have someone From TMWA do a presentation at their Meeting, probably in November. They Would like someone who is knowledgeable About the controls at the dam as they are Concerned with the level of Lake Tahoe. |
| 9/2/16 | [REDACTED] | complete | Andy Gebhardt | [REDACTED] said that his residence is a condo. He He would like to know which meter is his As none of them have addresses. He would Also like someone to show him where his Shut off valve is. |
| 9/6/16 | [REDACTED] | complete | | wanted to sign up for service. Referred him To Customer Service. |
| 9/19/16 | [REDACTED] | complete | Marci Westlake | [REDACTED] needs to have his water service turned Off at the street. He said he tried to lift the Meter cover to see if he could do it himself But he is unable to remove it. He would like Someone to contact him so that he can get An appt. to do this. Marci was taking care Of setting up an appt. with him. |
| 10/12/16 | [REDACTED] | complete | Marci Westlake John Enloe | Customer lives at the bottom of Whites Creek. She said she understands that TMWA is planning to build a treatment Plant at the top of the creek. She said They have water rights and use the water To irrigate and water their stock. She would like someone who knows about this to call Her as she has several questions. |

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|----------|--|----------|---------------|---|
| 10/28/16 | ██████████ | complete | Andy Gebhardt | ██████████ said there was a crew working Across the street from her residence at ██████████ She said one of the Crew was using very offensive language. She didn't want to make a big deal out of It, but possibly a reminder to be more aware To set a good example and be a good Representative of TMWA. |
| 10/28/16 | ██ | complete | | Called him back and he said he was able to Contact the right party and got his question Answered. |