

AGENDA

**BOARD OF DIRECTORS
ORANGE COUNTY SANITATION DISTRICT**

**ADMINISTRATIVE OFFICE
10844 ELLIS AVENUE
FOUNTAIN VALLEY, CA 92708**

REGULAR MEETING

March 25, 2009 – 6:30 P.M.

INVOCATION AND PLEDGE OF ALLEGIANCE (Sharon Quirk – Fullerton)

ROLL CALL

PUBLIC COMMENTS

REPORTS: The Chair, General Manager and General Counsel may present verbal reports on miscellaneous matters of general interest to the Directors. These reports are for information only and require no action by the Directors.

1. Ratifying payment of claims of the District, by roll call vote, as follows:

<u>ALL DISTRICTS</u>	<u>02/15/09</u>	<u>02/28/09</u>
Totals	\$14,730,395.05	\$13,823,964.42

DIRECTORS: Pursuant to Government Code Section 84308, you are required to disclose any campaign contribution greater than \$250 received in the past twelve months from any party to a contract involving OCSD. This requires that you identify the contributor by name. Further, you may not participate in the decision making process to award a contract to such party. For reference, you are directed to the Register of Warrants as to all current contractors/vendors with OCSD. For the specifics of Government Code Section 84308, please see your Director's Handbook or call the office of General Counsel.

CONSENT CALENDAR (2)

Consideration of motion to approve all agenda items appearing on the Consent Calendar not specifically removed from same, as follows:

2. Approve the minutes for the regular meeting held on February 25, 2009, to be filed and deemed approved, as mailed.

STEERING COMMITTEE (3)

3. Order Steering Committee Minutes for the regular meeting held on February 25, 2009 to be filed.

OPERATIONS COMMITTEE (4 - 7)

4. Order Operations Committee Minutes for the meeting held on March 4, 2009 to be filed.
5.
 - a) Approve a contingency increase of \$69,885 (45%) to the Professional Design Services Agreement with The Austin Company for Laboratory Refurbishment at Plant No. 1, Job No. J-97, for a total contingency of \$77,650 (50%); and,
 - b) Approve a budget increase of \$70,000 for Laboratory refurbishments at Plant No. 1, Job No. J-97, for a total budget amount of \$487,000.
6.
 - a) Approve Plans and Specifications for the P1P2 In-Plant Public Address System Expansion, Project No. FE07-34, on file at the office of the Clerk of the Board;
 - b) Approve Addendum Nos. 1 through 4 to the plans and specifications;
 - c) Receive and file bid tabulation and recommendation;
 - d) Award a contract to FEI Enterprises, Inc., for the P1P2 In-Plant Public Address System Expansion, Project No. FE07-34, for an amount not to exceed \$285,000; and,
 - e) Approve a contingency of \$57,000 (20%).
7.
 - a) Ratify Amendment No. 1 to Purchase Order No. 102907-OB issued to Hampton-Tedder Technical Services providing Electrical Acceptance Testing Services for Collection System and Treatment Plant Projects, Specification No. PSA-2007-003, for an additional amount of \$150,000; and,
 - b) Approve Amendment No. 2 to Purchase Order No. 102907-OB issued to Hampton-Tedder Technical Services providing for Electrical Acceptance Testing Services for Collection System and Treatment Plant Projects, Specification No. PSA-2007-003, for an additional amount of \$250,000; and,
 - c) Approve a contingency of \$24,000 (3%).

ADMINISTRATION COMMITTEE (8 - 9)

8. Order Administration Committee Minutes for the meeting held on March 11, 2009 to be filed.
9.
 - a) Adopt Resolution No. OCSD 09-02, Approving the Deferred Compensation Plan with ING Financial Services for Officers and Employees of the District, and Repealing Resolution Nos. OCSD 03-27 and 05-27; and,
 - b) Authorize the General Manager, or his designee, to execute all documents necessary to effect said Deferred Compensation Plan, in a form approved by General Counsel.

GWR SYSTEM STEERING COMMITTEE (10)

10. Approve Joint Groundwater Replenishment System Steering Committee Minutes for the meeting held on January 12, 2009, to be filed.

NON-CONSENT CALENDAR (11)

11.
 - a. Approve Plans and Specifications for the Replacement of the Bitter Point Pump Station, Contract No. 5-49, on file at the office of the Clerk of the Board;
 - b. Approve Addendum Nos. 1, 2, 3, 4, 5, and 6 to the plans and specifications;
 - c. Receive and file bid tabulation and recommendation;
 - d. Award a contract to Keiwit/Mass, A Joint Venture, for the Replacement of the Bitter Point Pump Station, Contract No. 5-49, for a total amount not to exceed \$19,992,000; and,
 - e. Approve a contingency of \$1,599,360 (8%).

CLOSED SESSION

CLOSED SESSION: During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chair may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted.

Reports relating to (a) purchase and sale of real property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time as the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

Convene in closed session, if necessary

Reconvene in regular session

Consideration of action, if any, on matters considered in closed session

OTHER BUSINESS AND COMMUNICATIONS OR SUPPLEMENTAL AGENDA ITEMS, IF ANY

ADJOURNMENT

The next Board of Directors regular meeting is scheduled for April 22, 2009, at 6:30 p.m.

Agenda Posting: In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted in the main lobby of the District's Administrative offices not less than 72 hours prior to the meeting date and time above. All public records relating to each agenda item, including any public records distributed less than 72 hours prior to the meeting to all, or a majority of all, of the members of District's Board, are available for public inspection in the office of the Clerk of the Board, located at 10844 Ellis Avenue, Fountain Valley, California.

Items Not Posted: In the event any matter not listed on this agenda is proposed to be submitted to the Board for discussion and/or action, it will be done in compliance with Section 54954.2(b) as an emergency item or because there is a need to take immediate action, which need came to the attention of the Board subsequent to the posting of agenda, or as set forth on a supplemental agenda posted in the manner as above, not less than 72 hours prior to the meeting date.

Public Comments: Any member of the public may address the Board of Directors on specific agenda items or matters of general interest. As determined by the Chair, speakers may be deferred until the specific item is taken for discussion and remarks may be limited to three minutes.

Matters of interest addressed by a member of the public and not listed on this agenda cannot have action taken by the Board of Directors except as authorized by Section 54954.2(b). If you wish to speak, please complete a Speaker's Form (located at the table outside of the Board Room) and give it to the Clerk of the Board.

Consent Calendar: All matters placed on the Consent Calendar are considered as not requiring discussion or further explanation and unless any particular item is requested to be removed from the Consent Calendar by a Director, staff member or member of the public in attendance, there will be no separate discussion of these items. All items on the Consent Calendar will be enacted by one action approving all motions, and casting a unanimous ballot for resolutions included on the consent calendar. All items removed from the Consent Calendar shall be considered in the regular order of business.

Members of the public who wish to remove an item from the Consent Calendar shall, upon recognition by the Chair, state their name, address and designate by number the item to be removed from the Consent Calendar.

The Chair will determine if any items are to be deleted from the Consent Calendar.

Items Continued: Items may be continued from this meeting without further notice to a Committee or Board meeting held within five (5) days of this meeting per Government Code Section 54954.2(b)(3).

Meeting Adjournment: This meeting may be adjourned to a later time and items of business from this agenda may be considered at the later meeting by Order of Adjournment and Notice in accordance with Government Code Section 54955 (posted within 24 hours).

Accommodations for the Disabled: The Board of Directors Meeting Room is wheelchair accessible. If you require any special disability related accommodations, please contact the Orange County Sanitation District Clerk of the Board's office at (714) 593-7130 at least 72 hours prior to the scheduled meeting. Requests must specify the nature of the disability and the type of accommodation requested.

NOTICE TO DIRECTORS: To place items on the agenda for the Regular Meeting of the Board of Directors, items shall be submitted to the Clerk of the Board no later than the close of business 14 days preceding the Board meeting. The Clerk of the Board shall include on the agenda all items submitted by Directors, the General Manager and General Counsel and all formal communications.

General Manager	James D. Ruth	(714) 593-7110	jruth@ocsd.com
Assistant General Manager	Bob Ghirelli	(714) 593-7400	rghirelli@ocsd.com
Clerk of the Board	Penny Kyle	(714) 593-7130	pkyle@ocsd.com
Director of Engineering	Jim Herberg	(714) 593-7300	jherberg@ocsd.com
Director of Fin. & Admin Services	Lorenzo Tyner	(714) 593-7550	ltynr@ocsd.com
Director of Operations & Maintenance	Nick Arhontes	(714) 593-7210	narhontes@ocsd.com
Director of Technical Services	Ed Torres	(714) 593-7080	etorres@ocsd.com
General Counsel	Brad Hogin	(714) 415-1006	bhogin@wss-law.com

BOARD OF DIRECTORS

AGENDA REPORT

Meeting Date	To Bd. of Dir. 03/25/09
Item Number	Item Number 1

Orange County Sanitation District

FROM: James D. Ruth, General Manager
Originator: Lorenzo Tyner, Director of Finance and Administrative Services

SUBJECT: PAYMENT OF CLAIMS OF THE ORANGE COUNTY SANITATION DISTRICT

GENERAL MANAGER'S RECOMMENDATION

Ratify Payment of Claims of the District by Roll Call Vote.

CONFLICT OF INTEREST NOTIFICATION

Pursuant to Government Code Section 84308, you are required to disclose any campaign contribution greater than \$250 received in the past twelve months from any party to a contract involving the Orange County Sanitation District. Further, you may not participate in the decision making process to award a contract to such party.

For reference, you are directed to the Register of Warrants as to all current contractors/vendors with the District.

In general, you must disclose the basis of the conflict by identifying the name of the firm or individual who was the contributor.

For the specifics of Government Code Section 84308, please see your Director's Handbook or call the office of General Counsel.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

See attached listing.

ATTACHMENTS

1. Copies of Claims Paid reports from 02/01/09 - 02/15/09 and 02/16/09 - 02/28/09

Claims Paid From 02/01/09 to 02/15/09

<u>Warrant No.</u>	<u>Vendor</u>	<u>Amount</u>	<u>Description</u>
Accounts Payable - Warrants			
18184	Brown & Caldwell	\$ 111,125.43	Professional Services P2-90
18185	Carollo Engineers	26,841.32	Professional Services P1-71 & Research Strategic Plan
18186	Corporate Image Maintenance, Inc.	48,170.00	Custodial Services Spec. No. 9899-09
18187	JCI Jones Chemicals, Inc.	48,281.04	Sodium Hypochlorite
18188	Malcolm Pirnie, Inc.	28,042.40	Professional Services I-10
18189	MetLife Life Insurance Company	42,594.79	Group Life, Manager Add'l. Life, Short & Long-Term Disability & Optional Term Life Ins.
18190	MWH Americas, Inc.	61,740.45	Professional Services P2-89
18191	Orange County Sanitation District	31,477.06	Worker's Comp. Reimb.
18192	Polydyne, Inc.	44,984.78	Cationic Polymer MO 3-11-92
18193	Southern California Edison	70,645.58	Power
18194	Synagro West, Inc.	791,137.73	Residuals Removal MO 3-29-95
18195	Tule Ranch/Magan Farms	94,695.12	Residuals Removal MO 3-29-95
18196	Helix Electric, Inc.	299,061.57	Construction P1-71
18197	J F Shea Construction, Inc.	314,321.75	Construction P2-66
18198	Kiewit Corporation	4,090,229.10	Construction P1-102
18199	Miron Electric Construction Corp.	101,016.00	Construction P1-97
18200	Orion Construction Corporation	230,197.50	Construction P1-101A
18201	Shimmick Construction Co., Inc.	1,206,844.24	Construction P2-80 & P2-91
18202	Union Bank of California	134,093.80	Construction P2-80 & P2-91, Retention
18203	Wells Fargo Bank	454,469.90	Construction P1-102, Retention
18204	Union Bank of California	33,229.06	Construction P1-71, Retention
18205	ABB Automation, Inc.	2,128.52	Instrument Parts & Supplies
18206	Adamson Industries	372.49	Lab Parts & Supplies
18207	Aerotek	8,993.36	Temporary Employment Services
18208	Agilent Technologies, Inc.	2,228.84	Lab Parts & Supplies
18209	Ago IndustriesDBA So-Cal Sweeping	980.00	Street Sweeping Services
18210	AKM Consulting Engineers	12,093.00	Professional Services - Part-Time Dig Alert Technician
18211	American Seal & Packing	5,541.92	Seal/Injectable Packing Material
18212	American Water Works Assoc./Water Quality	198.00	Membership
18213	Amtech Elevator Services	1,400.00	Monthly Elevator Maintenance at Plts. 1 & 2
18214	Anixter, Inc.	250.80	Electrical Parts & Supplies
18215	AppleOne Employment Service	3,793.09	Temporary Employment Services
18216	Applied Industrial Technology	437.03	Mechanical Parts & Supplies
18217	AT & T Mobility II, L.L.C.	8,405.33	Wireless Telephone Services
18218	Automation Services	1,519.56	Instrument Parts & Supplies
18219	Awards & Trophies Company, Inc.	431.00	Awards & Plaques
18220	Shabbir S. Basrai	180.09	Meeting/Training Expense Reimbursement
18221	Michael Bolster	120.00	Meeting/Training Expense Reimbursement
18222	Basler Electric	2,262.45	Electrical Parts & Supplies
18223	Battery Specialties	39.78	Batteries
18224	Bee Man Pest Control, Inc.	175.00	Pest Control
18225	Best Contracting Services, Inc.	4,325.00	Roof Repairs
18226	Black & Veatch Corporation	11,674.22	Professional Services P1-76
18227	Bush & Associates, Inc.	5,952.00	Surveying Services - Various Locations
18228	California Barricade Rentals	461.43	Barricade Rentals/Safety Equipment
18229	Cambridge Isotope Labs	4,186.05	Lab Parts & Supplies
18230	Cardlock Fuel Systems, Inc.	11,069.43	Fuel Card Program - District Vehicles & Monitoring Vessel
18231	Career Management Strategies	2,500.00	On-Site Training - Succession Mgmt./Coaching & Mentoring
18232	Careers In Government, Inc.	1,380.00	Notices & Ads
18233	Carl Warren & Co.	300.00	Insurance Claims Administrator
18234	CCS	400.00	Training Registration

Claims Paid From 02/01/09 to 02/15/09

Warrant No.	Vendor	Amount	Description
18235	Charles P. Crowley Co.	2,133.13	Mechanical Parts & Supplies
18236	City of Buena Park	1,171.50	Inspection Fee/Plan Review
18237	City of Westminster	40.88	Water Use
18238	Cole Parmer Instrument Co.	631.62	Lab Parts & Supplies
18239	Columbia Analytical Services, Inc.	870.00	Analysis of Wastewater, Industrial Wastewater & Biosolids
18240	Compressor Components of California	3,186.19	Mechanical Parts & Supplies
18241	Connell Chevrolet\GEO	1,173.22	Vehicle Parts & Supplies
18242	Consolidated Electrical Distributors, Inc.	730.28	Electrical/Mechanical Parts & Supplies
18243	Consumers Pipe & Supply Co.	827.11	Plumbing Parts & Supplies
18244	Corporate Express	1,601.54	Office Supplies
18245	Cortech Engineering	7,674.06	Pump Supplies
18246	Costa Mesa Sanitary District	787.91	Electricity - Mendoza Pump Sta.
18247	C.P.I. International	51.72	Lab Parts & Supplies
18248	Crane Veyor Corp.	798.36	Repair & Maintenance Services - Overhead Crane
18249	CS-AMSCO	2,200.75	Mechanical Parts & Supplies
18250	CSMFO	50.00	Training Registration
18251	CSUF Foundation	15,368.00	Membership - Center for Demographic Research
18252	Culligan of Orange County	211.19	Maint. Agreement - Cen Gen Water Softener System
18253	Cummins Allison Corp.	552.39	Accounting Equipment Maint. Agreement
18254	CWEA Annual Conference	125.00	Meeting Registration - Division 840
18255	David's Tree Service	4,650.00	Tree Maint. Service
18256	De Guelle & Sons Glass Co., Inc.	1,494.52	Window Glass Repairs/Replacement
18257	Detector Technology	570.00	Lab Parts & Supplies
18258	Elect Air	3,769.71	Mechanical Parts & Supplies
18259	EMEDCO	2,630.25	Custom Signs
18260	Employee Benefits Specialists, Inc.	808.50	Reimbursed Prepaid Employee Medical & Dependent Care
18261	Environmental Compliance Inspection Svce.	1,400.00	Professional Services - Fats, Oil Grease (FOG Program) Inspections
18262	Ewing Irrigation Industrial	33.03	Landscape Irrigation Parts & Supplies
18263	Excel Door & Gate Company, Inc.	1,000.00	Door Repairs
18264	FEDEX Corporation	223.74	Freight Services
18265	Fisher Scientific	6,039.89	Lab Parts & Supplies
18266	Fishing Boats Unlimited	3,756.66	Repair & Maintenance Services - Ocean Monitoring Vessel Nerissa
18267	Frys Electronics	2,586.45	Computer Supplies
18268	City of Fullerton	39.68	Water Use
18269	Garratt Callahan Company	3,590.87	Chemicals
18270	George T. Hall	1,678.48	Mechanical Parts & Supplies
18271	Goodwin Pumps of America, Inc.	14,783.71	Repair & Maintenance Services - Pumping
18272	Goldenwest Corp.	2,342.00	Repair & Maintenance Services - Electric Carts, Lab Cleaning, Sweeping/Blowing, & Misc.
18273	Grainger, Inc.	4,444.67	Electrical/Instrument & Mechanical Supplies and Tools
18274	Graybar Electric Company	11,220.01	Electrical Repair & Maintenance Services
18275	Great Western Sanitary Supplies	47.94	Janitorial Supplies
18276	Guarantee Records Management	477.11	Off-Site Records Storage & Shredding
18277	Hach Company	899.10	Lab Parts & Supplies
18278	Harrington Industrial Plastics, Inc.	5,958.42	Mechanical Parts & Supplies
18279	Hi Standard Automotive	81.17	Automotive Parts & Supplies
18280	Home Depot	100.40	Misc. Repair & Maintenance Material
18281	Horizon Technology	261.49	Lab Parts & Supplies
18282	Hub Auto Supply	913.29	Vehicle Parts & Supplies
18283	City of Huntington Beach	11,255.38	Water Use
18284	Hyatt Legal Plans, Inc.	990.00	Employee Voluntary Legal Plan
18285	Interstate Batteries of Cal Coast	204.62	Batteries for Vehicles & Carts
18286	Irvine Ranch Water District	7.50	Water Use

Claims Paid From 02/01/09 to 02/15/09

Warrant No.	Vendor	Amount	Description
18287	JG Tucker And Son, Inc.	4,565.37	Safety Supplies
18288	Jamison Engineering Contractors, Inc.	9,843.98	Repair & Maintenance Services - Flap Gate; and Mechanical Supplies
18289	JMART Group, USA dba Barfield Const.	3,137.35	Repair & Maintenance Services - Easement Gate
18290	Jobster, Inc.	395.00	Notices & Ads
18291	Johnstone Supply	285.68	Mechanical/Electrical Parts & Supplies
18292	Kiesel Environmental Lab	100.00	Outside Laboratory Services
18293	Lawson Products, Inc.	70.27	Welding Supplies
18294	Mandic Motors	220.00	Towing Services
18295	Marinus Scientific	79.30	Lab Parts & Supplies
18296	MassMutual Michel Financial Group	79.04	Executive Disability Plan Premium
18297	McMaster Carr Supply Co.	1,579.28	Mechanical Parts & Supplies
18298	Mid West Associates	1,388.09	Mechanical Parts & Supplies
18299	Midway Mfg. & Machining Co.	17,388.16	Mechanical Parts, Supplies & Repairs
18300	Mitchell Instrument Co.	1,979.50	Tools
18301	MVA Architects	19,541.95	Professional Services 15-04
18302	NAS Associates, Inc.	1,425.00	Lab Parts & Supplies
18303	Neal Supply Co.	159.47	Plumbing Supplies
18304	Ninyo & Moore	14,547.25	Professional Services - Soils, Concrete & Other Materials Testing for Various Capital Projects
18305	The Norco Companies	436.16	Mail Delivery Service
18306	NRG Engine Services, L.L.C.	4,050.76	Mechanical Parts & Supplies
18307	OCB Reprographics	9,185.33	Printing Service - MO 1/26/00
18308	Office Depot Business Services Division	343.11	Office Supplies
18309	Olin Corporation	3,769.84	Sodium Hydroxide
18310	Oracle Corporation	1,438.14	Software License and Maintenance Agreement Renewal
18311	Orange County Pest Control, Inc.	150.00	Pest Control
18312	Orange County Water District	10,000.00	Water Reuse Study
18313	Oxygen Service Company	664.23	Rebuild Shop Gases & Lab Parts & Supplies
18314	Parker Supply Company	306.00	Lube Compound
18315	PCS Express, Inc.	97.14	Courier Service
18316	Performance Pipeline Technologies	12,461.89	Sewerline Video Inspections - Various
18317	Praxair, Inc.	87.88	Lab Parts & Supplies
18318	Primary Source Office Furnishings, Inc.	249.98	Miscellaneous Office Equipment
18319	Putzmeister America, Inc.	2,314.65	Pump Supplies
18320	Rainin Instrument, L.L.C.	2,608.40	Lab & Electrical Parts & Supplies
18321	Restek Corp.	531.43	Lab Parts & Supplies
18322	Roto Rooter NOC#11	1,020.00	Plumbing Services
18323	RPM Electric Motors	277.93	Motor
18324	Safety-Kleen	600.07	Parts, Washer Lease, & Service
18325	Safeworker.com	306.03	Safety Supplies
18326	Sancon Engineering, Inc.	24,335.00	Fold & Reformed PVC Pipe Rehab. Program
18327	Sartorius Corporation	513.60	Repair & Maintenance Services
18328	South Coast Environmental Co.	470.00	Air Quality Monitoring
18329	SCS Engineers	4,000.00	Professional Svrs. - California Climate Action Registry/Certifier Re Carbon Dioxide Emission
18330	Sea Coast Designs, Inc.	768.54	Office Furniture - Chair(s)
18331	SETAC	160.00	Membership
18332	SGE, Inc.	255.91	Lab Parts & Supplies
18333	Siemens c/o Ponton Industries, Inc.	3,287.22	Instrument Parts & Supplies
18334	Siemens Water Technologies Corp.	695.75	Service Agreement - DI Water Systems at Plants 1 & 2
18335	Skalar, Inc.	28.81	Lab Parts & Supplies
18336	South Coast Air Quality Management Dist.	843.80	Regulatory Operating Fees
18337	Southern California Trane Service	4,492.10	Air Conditioner
18338	Standard and Poors Corp.	129.00	COP Contract Service

Claims Paid From 02/01/09 to 02/15/09

Warrant No.	Vendor	Amount	Description
18339	Stratus Environmental, Inc.	3,950.00	Professional Services - Groundwater Monitoring
18340	SCI Group	14,420.90	Legal Services I-2-4
18341	Summit Steel	374.28	Metal
18342	Sunset Ford	275.43	Vehicle Parts & Service
18343	TCH Associates, Inc.	9,904.39	Lab Parts & Supplies
18344	TekSystems	4,008.00	Temporary Employment Services
18345	Terminix International	895.00	Pest Control
18346	Testamerica	1,078.00	Analysis of Biosolids
18347	The Standard Insurance Company	2,691.92	Executive Disability Insurance
18348	Thomas V. Gerlinger	500.00	Lab Analyses
18349	Thompson Industrial Supply, Inc.	3,461.12	Electrical/Mechanical Parts & Supplies
18350	Tiano Construction	9,200.00	Painting Services & Ceiling Tile Replacement
18351	Tri-County Fire	22.50	Fire Extinguisher Inspection
18352	Truck & Auto Supply, Inc.	172.81	Vehicle Parts & Supplies
18353	Tuff Skin	600.00	Coating Services - Tool Boxes
18354	Turblex, Inc.	1,951.43	Oil Filter
18355	The Unisource Corporation	11,763.07	Office Supplies
18356	United Pacific Services, Inc.	610.00	Groundskeeping
18357	United Parcel Service	88.60	Freight Services
18358	US Equipment Co., Inc.	188.82	Air Filters
18359	Verizon Wireless Services, L.L.C.	635.02	Wireless Telephone Services
18360	Vernes Plumbing	745.00	Service Contract - Testing, Repair & Cert. Backflow Devices at Plts. 1 & 2 & Pump Sta.
18361	Vision Financial Corporation	454.68	Employee Voluntary Insurance Premium - PetFirst Insurance
18362	Vortex Corp.	664.30	Door Repairs/Replacements - Various Locations
18363	VWR Scientific Products	2,649.79	Lab Parts & Supplies
18364	WEF	276.00	Membership - Water Environment Federation
18365	WEF Registration Dept.	217.00	Membership
18366	Voided Check	-	-
18367	Wilson Supply, Inc.	571.58	Plumbing Parts & Supplies
18368	WorldatWork	1,315.00	Training Registration & Membership
18369	Xerox Corporation	295.40	Paper
18370	Xyon Business Solutions, Inc.	2,640.00	Temporary Employment Services
18371	Yale/Chase Materials Handling, Inc.	2,138.66	Electric Cart Parts
18372	Peter H. Brown	151.76	Meeting/Training Expense Reimbursement
18373	James E. Colston	377.67	Meeting/Training Expense Reimbursement
18374	Larry R. Crandall	936.71	Meeting/Training Expense Reimbursement
18375	Douglass S. Davert	718.74	Meeting/Training Expense Reimbursement
18376	Cynthia L. Ferry	158.18	Meeting/Training Expense Reimbursement
18377	Robert M. Gamber	1,700.05	Meeting/Training Expense Reimbursement
18378	Michael I. Gold	1,497.63	Meeting/Training Expense Reimbursement
18379	Ruben Gomez	572.04	Meeting/Training Expense Reimbursement
18380	John Kavoklis	218.24	Meeting/Training Expense Reimbursement
18381	Laurie J. Klinger	456.20	Meeting/Training Expense Reimbursement
18382	Vladimir A. Kogan	375.53	Meeting/Training Expense Reimbursement
18383	Jian Liang	850.00	Meeting/Training Expense Reimbursement
18384	Philip Luebben	951.01	Meeting/Training Expense Reimbursement
18385	Giang T. Ly	132.00	Meeting/Training Expense Reimbursement
18386	Michael D. Moore	859.44	Meeting/Training Expense Reimbursement
18387	Ddaze Phuong	242.61	Meeting/Training Expense Reimbursement
18388	James D. Ruth	699.14	Meeting/Training Expense Reimbursement
18389	Gregg A. Scott	195.00	Meeting/Training Expense Reimbursement
18390	Curt V. Shelp	169.19	Meeting/Training Expense Reimbursement

Claims Paid From 02/01/09 to 02/15/09

Warrant No.	Vendor	Amount	Description
18391	James Spears, Jr.	248.63	Meeting/Training Expense Reimbursement
18392	Phillip J. Sullivan	857.64	Meeting/Training Expense Reimbursement
18393	Edward M. Torres	657.97	Meeting/Training Expense Reimbursement
18394	Michael Von Winckelmann	1,276.53	Meeting/Training Expense Reimbursement
18395	Union Bank of California	11,224.00	Construction P1-97, Retention
18396	Union Bank of California Escrow	16,543.25	Construction P2-66, Retention
18397	Charles Eddie Baker	2,000.00	Meeting/Training Expense Reimbursement
18398	Brandt, Angela	858.06	Meeting/Training Expense Reimbursement
18399	City of Brea	4,661.17	Reconciliation User Fee Refund Program
18400	County of Orange Auditor Controller	315.00	Administration Fee - Adjustment to Property Tax Bills
18401	Audrey Forney	671.32	User Fee Refund Regarding Septic Tanks
18402	Matthew Cetera	24,565.00	Claim Settlement
18403	Myers Law Group Prof. Corp.	10,435.00	Claim Settlement
18404	Cindy Wallin	21,632.27	Payout Check - Bill Wallin
18405	All American Asphalt	33,246.00	Paving
18406	Atlas Underground, Inc.	34,175.00	Repair & Maintenance Services - Manhole Cone Replacement
18407	Black & Veatch Corporation	93,011.72	Professional Services J-33-3
18408	Blue Cross of California	521,429.59	Medical Insurance Premium
18409	Carollo Engineers	176,103.39	Professional Services P2-66 & Repairs to 120" Ocean Outfall Junction Box
18410	Delta Dental	64,238.23	Dental Insurance Plan
18411	Earth Tech, Inc.	103,259.38	Professional Services P1-100
18412	HDR Engineering, Inc.	214,625.32	Professional Services P1-101 & P1-82
18413	Hill Brothers	116,190.66	Chemicals - Odor & Corrosion Control - Newport Trunkline
18414	JCI Jones Chemicals, Inc.	75,183.50	Sodium Hypochlorite
18415	Kaiser Foundation Health Plan	93,845.53	Medical Insurance Premium
18416	Kemira Water Solutions	219,372.01	Ferric Chloride
18417	Laura Gibson	31,933.73	Payout Check - Larry Gibson
18418	Liberty Mutual Insurance Company	75,322.42	OCIP Insurance - Liability & Workers' Comp
18419	Pacific Investment Management	91,273.28	Investment Management Services
18420	Propipe	28,377.45	Sewerline Cleaning for City of Tustin & Unincorporated County Property & Video Inspection
18421	RBF Consulting	204,745.90	Engineering Services 7-47
18422	Tata America Int'l. Corp dba TCS America	62,735.96	Installation & Implementation of IBM-Maximo Software
18423	US Peroxide, L.L.C.	140,902.78	Odor & Corrosion Control Treatment for Coll. Sys.; Hydrogen Peroxide & Ferrous Chloride
18424	The Wakenhut Corporation	57,549.10	Security Services
18425	J F Shea Construction, Inc.	462,932.17	Construction I-10B
18426	Union Bank of California	51,436.91	Construction I-10B, Retention
18427	Knott's Berry Farm Foods	33,489.16	Reconciliation User Fee Refund Program
18428	Absolute Standards, Inc.	560.00	Lab Parts & Supplies
18429	Airgas Safety, Inc.	3,886.42	Safety Supplies
18430	Alan Plummer Associates	2,294.80	Professional Services - Superoxygenation Process Feasibility Study
18431	Allied Packing & Rubber, Inc.	130.91	Mechanical Parts & Supplies
18432	Altrex Performance Systems	678.00	Training Registration
18433	American Airlines	1,573.70	Travel Services
18434	American Power	114.14	Electrical Parts & Supplies
18435	American Training Resources, Inc.	1,076.68	Safety Videos
18436	Anixter, Inc.	424.50	Electrical Parts & Supplies
18437	Applied Industrial Technology	6,103.66	Mechanical Parts & Supplies
18438	Aqua Blox, L.L.C.	1,080.75	Emergency Drinking Water
18439	ARC Micro Optics	179.50	Lab Parts & Supplies
18440	Archie Ivy, Inc.	2,755.00	Striping Services
18441	Arizona Instrument	4,916.12	Instrument Repairs
18442	Ashbrook Corporation	1,957.57	Mechanical Parts & Supplies

Claims Paid From 02/01/09 to 02/15/09

Warrant No.	Vendor	Amount	Description
18443	AT & T Universal Biller	13,375.28	Telephone Service
18444	AT & T California/MCI	3,422.18	Telephone Service
18445	Aurora Pictures, Inc.	1,253.00	Safety Videos
18446	Automation Services	1,519.56	Instrument Parts & Supplies
18447	AWSI	133.00	Department of Transportation Program Management & Testing
18448	Battery Specialties	296.66	Batteries
18449	Blue Diamond Car Wash, Inc.	680.00	OCSD Vehicle Washing/Waxing Services
18450	Burke Engineering Co.	602.54	Electrical Parts & Supplies
18451	Business 21 Publishing, L.L.C.	349.00	Books & Publications
18452	California Contract Commercial	2,531.05	Safety Signs
18453	California Dept. of Child Support	1,722.45	Wage Garnishment
18454	California Relocation Services, Inc.	1,020.00	Office Files Moving/Relocation Services
18455	Cameron Welding Supply	2,168.99	Welding Machine & Accessories
18456	Circle, Inc.	2,398.09	Printer Maintenance & Office Supplies - Toner Cartridges
18457	Clean Harbors Environmental Services	1,681.44	Hazardous Waste Management Services
18458	Compressor Components of California	1,248.00	Mechanical Parts & Supplies
18459	Computer Protection Technology, Inc.	12,053.42	Quarterly Maintenance of Batteries, Rectifiers, and UPS System
18460	Consumers Pipe & Supply Co.	1,530.05	Plumbing Parts & Supplies
18461	Corporate Express	538.05	Office Supplies
18462	Counterpart Enterprises, Inc.	2,123.23	Mechanical Parts & Supplies
18463	County Wholesale Electric Co.	12,168.00	Electrical Parts & Supplies
18464	CR&R, Inc.	1,486.44	Container Rentals & Waste Disposal Service
18465	CWEA Specialty Conference	160.00	Training Registration
18466	Dr. Harvey Goldstone	900.00	Safety Glasses
18467	Dudek & Associates, Inc.	10,407.50	Professional Services - SOP
18468	E. Sam Jones Distributors, Inc.	235.98	Electrical Parts & Supplies
18469	EMEDCO	493.15	Safety Supplies
18470	Employee Benefits Specialists, Inc.	11,967.72	Reimbursed Prepaid Employee Medical & Dependent Care
18471	Enchanter, Inc.	2,280.00	Ocean Monitoring & Outfall Inspection & Maintenance
18472	Entech Instruments, Inc.	1,825.00	Training Registration
18473	Ewing Irrigation Industrial	845.23	Landscape Irrigation Parts & Supplies
18474	Express Lens Lab	3,780.19	Safety Glasses
18475	FEDEX Corporation	93.86	Freight Services
18476	Fisher Scientific Company, L.L.C.	4,385.09	Lab Parts & Supplies
18477	Flo Systems, Inc.	153.49	Pump Parts & Supplies
18478	Fluid Components Intl., L.L.C.	819.32	Repair & Maintenance Services - Chiller
18479	Franchise Tax Board	50.00	Wage Garnishment
18480	Franklin Covey	163.27	Office Supplies
18481	Fuller Truck Accessories	827.00	Truck Parts & Supplies
18482	Ganahl Lumber Company	731.92	Asphalt
18483	Goodwin Pumps of America, Inc.	5,668.81	Repair & Maintenance Services - Hydraulic Pumps
18484	Golden Sun Marketing	2,586.00	Mechanical Parts & Supplies
18485	Goldenwest Corp.	8,475.00	Various Repair and/or Landscape Maintenance Services
18486	Grainger, Inc.	1,598.16	Small Tool & Supplies
18487	Graybar Electric Company	226.79	Electrical Repair & Maintenance Services
18488	GTE.NET, L.L.C. (Verizon Online)	199.98	Wireless Telephone Services
18489	Guarantee Records Management	1,023.16	Off-Site Records Storage & Shredding
18490	Hach c/o Ponton Industries	16,053.99	Lab Parts & Supplies
18491	Hasler, Inc.	89.43	Meter Rental Charges & Misc. Supplies - Intellitouch System Complete Mail System
18492	Home Depot	926.32	Misc. Repair & Maintenance Material
18493	City of Huntington Beach	11.67	Water Use
18494	IMAC Systems, Inc.	146.80	Mechanical Parts & Supplies

Claims Paid From 02/01/09 to 02/15/09

Warrant No.	Vendor	Amount	Description
18495	Indiana Child Support Bureau	290.00	Wage Garnishment
18496	Industrial Distribution Group	1,962.70	Mechanical Supplies & Keys
18497	Infilco Degremont, Inc.	5,350.01	Brake Motor
18498	Internal Revenue Service	125.00	Wage Garnishment
18499	Intl. Union of Oper. Eng. AFL CIO Local 501	4,897.65	Dues Deduction
18500	Invensys Systems, Inc.	621.50	Instrument Parts & Supplies
18501	Irvine Pipe & Supply	4,613.06	Mechanical Parts & Supplies
18502	Jamison Engineering Contractors, Inc.	15,107.44	Construction 2-41-5 & Professional Services SP-68-1
18503	Jays Catering	174.98	Meeting Expenses
18504	John Wiley & Sons Inc	88.00	Books & Publications
18505	Johnstone Supply	1,384.13	Mechanical Parts & Supplies
18506	Joshua Casey Corporate Training	22,401.63	On-Site Safety Training
18507	JWC Environmental	12,355.02	Repair & Maintenance Services
18508	Kiesel Environmental Lab	50.00	Outside Laboratory Services
18509	LA Testing	25.00	Industrial Hygiene Services
18510	Lance Soll and Lunghard	5,784.45	Professional Services - Internal Auditors
18511	Lee & Ro, Inc.	18,361.13	Professional FE Design Services
18512	Lillestrand and Associates	1,298.50	Professional Services - Executive/Management Coaching Services
18513	Court Order	150.00	Wage Garnishment
18514	Manley's Boiler, Inc.	8,480.68	Repair & Maintenance Services
18515	Marinus Scientific	86.20	Lab Parts & Supplies
18516	Matt Chlor, Inc.	684.46	Valves
18517	Mayer Hoffman McCann, PC	3,032.00	Financial Auditing Services
18518	McMaster Carr Supply Co.	710.49	Mechanical Parts & Supplies
18519	MCR Technologies, Inc.	1,238.63	Instrument Repairs & Supplies
18520	Medlin Controls Co.	81.93	Instrument Parts & Supplies
18521	Mettler Toledo	3,826.57	Service Maintenance Agreement - Truckloading Station Scale
18522	Midway Mfg. & Machining Co.	8,975.58	Repair & Maintenance Services - Exhaust Manifold
18523	Court Order	225.00	Wage Garnishment
18524	National Bond & Trust	1,766.87	U.S. Savings Bonds Payroll Deductions
18525	Neal Supply Co.	489.89	Plumbing Supplies
18526	Neutron Products, Inc.	9,376.84	Anionic Polymer
18527	Newark Electronics	178.39	Electrical Parts & Supplies
18528	Ninyo & Moore Corporate Accounting	5,813.00	Professional Services - Soils, Concrete & Other Materials Testing for Various Capital Projects
18529	NRG Engine Services, L.L.C.	643.32	Valves
18530	OCEA	605.69	Dues Deduction
18531	OCV Control Valves	1,448.00	Valves
18532	Office Depot Business Services Division	2,199.77	Office Supplies
18533	OfficeMax Contract, Inc./OM Workspace	1,100.00	Installation of Work Stations
18534	Olin Corporation	7,790.08	Sodium Hydroxide
18535	Onesource Distributors, Inc.	198.52	Electrical Parts & Supplies
18536	Orange County United Way	60.00	Employee Contributions
18537	Orange Fluid System Technologies, Inc.	6.80	Freight on P.O. 69263-OP
18538	Oxygen Service Company	1,940.65	Rebuild Shop Gases & Lab Parts & Supplies
18539	Pacific Investment Management	18,092.69	Investment Management Services
18540	Pacific Mechanical Supply	4,363.97	Plumbing Supplies
18541	Peace Officers Council of CA	2,093.00	Dues Deduction, Supervisors & Professionals
18542	PerkinElmer Labs	1,159.93	Lab Parts & Supplies
18543	PL Hawn Company, Inc.	296.10	Electrical Parts & Supplies
18544	Polydyne, Inc.	6,570.75	Cationic Polymer MO 3-11-92
18545	Pumping Solutions, Inc.	5,684.67	Pumps
18546	Putzmeister America, Inc.	22,499.37	Mechanical Parts & Supplies

Claims Paid From 02/01/09 to 02/15/09

Warrant No.	Vendor	Amount	Description
18547	Pyramid Fence Company, Inc.	2,626.00	Fencing Repairs/Installation
18548	R L Abbott & Associates	2,000.00	Kern County Biosolids Consulting Services
18549	Rainbow Disposal Co.	3,376.48	Trash Removal
18550	RBF Consulting	16,456.00	Surveying Services - Various Locations
18551	Red Wing Shoes	981.81	Safety Shoes
18552	Restek Corp.	412.26	Lab Parts & Supplies
18553	Retrofit Parts & Components, Inc.	923.08	Mechanical Parts & Supplies
18554	Safety-Kleen	161.86	Parts, Washer Lease, & Service
18555	Safetycare, Inc.	538.74	Safety DVDs
18556	Schwing Bioset	8,534.30	Pump Parts & Supplies
18557	Sea Bird Electronics, Inc.	4,915.75	Lab Instrument Maintenance & Calibration Services
18558	Sea Boats	625.00	Mechanical Parts & Supplies
18559	Secretary of State	30.00	Filing Fee - Statement of Information/Domestic Nonprofit Corporation
18560	Shamrock Supply Co., Inc.	2,598.21	Tools, Cleaners & Misc. Supplies
18561	Shureluck Sales & Engineering	796.99	Mechanical Parts & Supplies
18562	Smith-Emery Company	2,551.25	Soils, Concrete & Other Materials Testing
18563	So Cal Gas Company	16,902.24	Natural Gas
18564	Softchoice	2,072.56	Software
18565	Southern California Edison	1,381.95	Power
18566	Sparkletts	464.40	Drinking Water/Cooler Rentals
18567	SPEX Certiprep, Inc.	527.89	Lab Parts & Supplies
18568	Standard Automation and Control	14,195.80	Software/Hardware Maintenance & Support
18569	Stanley Steamer International, Inc.	1,725.00	Carpet Cleaning Services
18570	Stryper Technologies	17,814.00	Computer Software/Hardware
18571	Summit Steel	2,841.03	Metal
18572	SWRCB Accounting Office	375.00	Annual Storm Water Permit Fees - P2-90
18573	Technical Service Group, Inc.	1,598.08	SCADA System VAX Service Agreement
18574	Systea Scientific, L.L.C.	728.60	Lab Parts & Supplies
18575	Systems Solution Company	860.44	Repairs & Maintenance Services - Intercom
18576	Terminix International	59.00	Pest Control
18577	Testamerica Ontario	338.00	Analysis of Biosolids
18578	The Bank of New York Mellon	3,302.19	Escrow Fee - OCIP OCSD-Liberty Mutual
18579	The Orange County Register	904.24	Notices & Ads
18580	Thermo Electron Corp.	1,102.72	Lab Parts & Supplies
18581	Thompson Industrial Supply, Inc.	11,574.68	Mechanical Parts & Supplies
18582	T-Mobile	106.60	Wireless Air Time
18583	Stephen Patrick Myers	310.00	Weekly Cleaning of Atrium Pond
18584	Tran Consulting Engineers	5,188.70	Engineering Services FE07-31
18585	Truck & Auto Supply, Inc.	631.43	Automotive Parts & Supplies
18586	UC Regents	2,414.60	Strategic Process Studies
18587	Underground Service Alert of So. Calif	1,489.50	Underground Utility Identification/Dig Alert Notification Service
18588	United Pacific Services, Inc.	11,916.99	Landscape Maintenance at Plants 1 & 2 and Pump Stations
18589	United Parcel Service	80.73	Freight Services
18590	Varian, Inc.	2,671.50	Repair & Maintenance Services - Lab Equipment
18591	Verizon California	1,446.25	Telephone Services
18592	Village Nurseries	70.79	Landscaping Supplies
18593	Vision Service Plan CA	9,651.30	Vision Service Premium
18594	Vortex Corp.	3,150.60	Door Repairs/Replacements - Various Locations
18595	VWR Scientific Products	3,586.44	Lab Parts & Supplies
18596	WEF	1,121.00	Membership - Water Environment Federation
18597	West Lite Supply Company, Inc.	182.34	Electrical Parts & Supplies
18598	Workplace Resource	1,118.08	Office Furniture - Chairs

Claims Paid From 02/01/09 to 02/15/09

<u>Warrant No.</u>	<u>Vendor</u>	<u>Amount</u>	<u>Description</u>
18599	Wumbus Corporation	1,104.62	Safety Video
18600	Xerox Corporation	18,078.33	Copier Services - Equipment Leases, Managed Services, & Metered Copy Usage & Charges
18601	Court Order	912.50	Wage Garnishment
18602	Karen I. Baroldi	195.27	Meeting/Training Expense Reimbursement
18603	Layne T. Baroldi	451.05	Meeting/Training Expense Reimbursement
18604	Marcus D. Dubois	732.68	Meeting/Training Expense Reimbursement
18605	James Ferryman	933.41	Meeting/Training Expense Reimbursement
18606	Lisa A. Rothbart	150.00	Meeting/Training Expense Reimbursement
18607	Phillip J. Sullivan	533.10	Meeting/Training Expense Reimbursement
18608	Mark Waldman	933.41	Meeting/Training Expense Reimbursement
18609	County of Orange Auditor Controller	645.00	Administration Fee - Adjustment to Property Tax Bills
18610	County of Orange Auditor Controller	615.00	Administration Fee - Adjustment to Property Tax Bills
18611	Frederick & Heidi Graves	1,853.36	User Fee Refund Regarding Septic Tanks
18612	Douglas & Arlene Hillman	2,258.17	User Fee Refund Regarding Septic Tanks
18613	Orange County Sanitation District	1,268.45	Petty Cash Reimb.
18614	Alfred Suinn	3,104.60	Reconciliation User Fee Refund Program
18615	Shea Properties Management Co.	48.00	Reconciliation User Fee Refund Program
18616	910 Challenger Street Brea, L.L.C.	2,047.54	Reconciliation User Fee Refund Program
	Total Accounts Payable - Warrants	<u>\$ 12,417,662.65</u>	
<u>Payroll Disbursements</u>			
41340 - 41367	Employee Paychecks	\$ 4,838.00	Interim Payroll - ARBA Payments (02/02/09)
41368 - 41436	Employee Paychecks	114,464.36	Biweekly Payroll (02/11/09)
41437 - 41443	Employee Paychecks	2,552.53	Interim Payroll - IDEA, Adjustment, Retro, & Add'l. ARBA-New Retiree (02/09/09)
167145 - 167235	Direct Deposit Statements	14,283.56	Interim Payroll - ARBA Payments (02/02/09)
167236 - 167821	Direct Deposit Statements	1,356,968.94	Biweekly Payroll (02/11/09)
	Total Payroll Disbursements	<u>\$ 1,493,107.39</u>	
<u>Wire Transfer Payments</u>			
	OCSD Payroll Taxes & Contributions	\$ 692,226.37	Biweekly Payroll (02/11/09)
	Chase Manhattan Bank	65,776.24	Series 2000 Refunding Certificates of Participation Standby Purchase Agrmt. Commitment Fee (11/01/08 - 01/31/09)
	Bank of America	36,913.11	Series 2000 A & B Refunding Certificates of Participations Remarketing Fee (10/01/08 - 12/31/08)
	JP Morgan Securities, Inc.	24,709.29	Series 2006 Certificates of Participation Remarketing Fee (10/01/08 - 12/31/08)
	Total Wire Transfer Payments	<u>\$ 819,625.01</u>	
	Total Claims Paid 02/01/09 - 02/15/09	<u>\$ 14,730,395.05</u>	

Claims Paid From 02/16/09 to 02/28/09

<u>Warrant No.</u>	<u>Vendor</u>	<u>Amount</u>	<u>Description</u>
Accounts Payable - Warrants			
18617	American Express	\$ 25,047.79	Purchasing Card Program, Misc. Supplies & Services
18618	AppleOne Employment Service	29,799.99	Temporary Employment Services
18619	Black & Veatch Corporation	58,520.67	Professional Services J-77
18620	Center for Natural Lands Management	37,753.73	Contract Services Agreement FE08-04
18621	CORRPRO Companies, Inc.	37,803.86	Temporary Employment Services
18622	Earth Tech, Inc.	282,482.33	Professional Services P1-100 & 3-58
18623	Hampton Tedder Technical Services	81,061.00	Professional Services - Electrical Acceptance Testing - Various Capital Projects
18624	JCI Jones Chemicals, Inc.	81,422.41	Sodium Bisulfite/Hypochlorite
18625	Kemira Water Solutions	344,512.64	Ferric Chloride
18626	Polydyne, Inc.	29,428.89	Cationic Polymer MO 3-11-92
18627	Tule Ranch/Magan Farms	121,499.11	Residuals Removal MO 3-29-95
18628	US Peroxide, L.L.C.	28,420.98	Odor & Corrosion Control Treatment for Coll. Sys.; Hydrogen Peroxide & Ferrous Chloride
18629	J. F. Shea Construction, Inc.	4,665,372.38	Construction P2-90
18630	Ken Thompson, Inc.	1,146,647.46	Construction 2-24-1
18631	Union Bank of California	518,374.71	Construction P2-90, Retention
18632	Aerotek	11,147.20	Temporary Employment Services
18633	Airgas Safety, Inc.	2,399.59	Safety Supplies
18634	Airgas - West	11.47	Laboratory Supplies
18635	Alan Plummer Associates	12,908.25	Professional Services - Superoxygenation Process Feasibility Study
18636	Alhambra Foundry Co., Ltd.	11,174.75	Manhole Frames & Covers
18637	Allied Electronics, Inc.	40.72	Lab Parts & Supplies
18638	Anixter, Inc.	63.40	Electrical Parts & Supplies
18639	Applied Industrial Technology	120.92	Mechanical Parts & Supplies
18640	Arizona Instrument	461.26	Instrument Supplies & Small Tools
18641	BEAC Board of Environmental Health	165.00	Membership
18642	BioMerieux Vitek, Inc.	2,415.09	Lab Parts & Supplies
18643	Black Box Corporation	738.03	Instrument Parts & Supplies
18644	BP Energy Company	20,715.48	Natural Gas - CenGen Power Generation
18645	Brown & Caldwell	13,047.89	Professional Services P2-91
18646	Business 21 Publishing, L.L.C.	297.00	Training Registration
18647	California Barricade Rentals	708.28	Barricade Rentals/Protection
18648	California Municipal Treasurers Assoc.	155.00	Membership
18649	California Relocation Services, Inc.	295.00	Office Files Moving/Relocation Services
18650	Caltrol, Inc.	313.11	Mechanical Parts & Supplies
18651	Cardlock Fuel Systems, Inc.	14,782.40	Fuel Card Program - District Vehicles & Monitoring Vessel
18652	CASQA - California Stormwater Quality	125.00	Membership
18653	CCG Systems, Inc.	11,700.00	Maintenance & Support - Faster Fleet Management Software
18654	Charles P. Crowley Co.	4,911.61	Pump
18655	Circle, Inc.	1,274.34	Printer Maintenance & Office Supplies - Toner Cartridges
18656	Compressor Components of California	1,248.00	Mechanical Parts & Supplies
18657	Consumers Pipe & Supply Co.	723.75	Plumbing Parts & Supplies
18658	Corporate Express	405.09	Office Supplies
18659	CR&R, Inc.	2,275.24	Container Rentals & Waste Disposal Service
18660	CS-AMSCO	5,064.55	Mechanical Parts & Supplies
18661	Culligan of Orange County	51.60	Maint. Agreement - Cen Gen Water Softener System
18662	CWEA Annual Conference	950.00	Training & Meeting Registration - Div. 850 (California Water Environment Association)
18663	CWEA Membership	264.00	Membership (Calif. Water Environment Assoc.)
18664	David's Tree Service	3,900.00	Tree Maint. Service

Claims Paid From 02/16/09 to 02/28/09

Warrant No.	Vendor	Amount	Description
18665	Dudek & Associates, Inc.	8,236.65	Professional Services 2-68
18666	Environmental Resource Associates	938.40	Lab Parts & Supplies
18667	Environmental Sampling Supply, Inc.	688.82	Lab Parts & Supplies
18668	Ewing Irrigation Industrial	274.59	Landscape Irrigation Parts & Supplies
18669	Ferguson Enterprises, Inc.	441.02	Mechanical Parts & Supplies
18670	Fisher Scientific Company, L.L.C.	6,236.55	Lab Parts & Supplies
18671	Forkert Engineering & Surveying, Inc.	4,471.25	Surveying Services - Various Capital Projects
18672	Goldenwest Corp.	5,262.88	Landscape/Building Maintenance Services & Electric Cart Detailing
18673	Grainger, Inc.	8,400.87	Electrical Parts & Supplies and Small Tool Expense
18674	Graybar Electric Company	7,079.40	Electrical Repair & Maintenance Services & Supplies
18675	Guarantee Records Management	46.22	Off-Site Records Storage & Shredding
18676	Harvard Business Review	119.00	Subscription
18677	Hill Brothers	23,504.88	Chemicals - Odor & Corrosion Control - Newport Trunkline
18678	Hilti, Inc.	1,012.14	Mechanical Parts & Supplies
18679	Home Depot	248.12	Misc. Repair & Maintenance Material
18680	Hub Auto Supply	490.63	Vehicle Parts & Supplies
18681	Inorganic Ventures, Inc.	46.74	Lab Parts & Supplies
18682	Interstate Batteries of Cal Coast	1,260.14	Batteries for Vehicles & Carts
18683	Jamison Engineering Contractors, Inc.	4,500.00	Emergency Pot Hole Repairs
18684	Jays Catering	174.91	Meeting Expenses
18685	Liebert Cassidy Whitmore	2,859.00	Annual Membership & Training Workshops - OC Employ. Relations Consortium
18686	LECO Corporation	13,770.00	Maintenance Agreement - Pegasus Gas Chromatograph Time of Flight Mass Spectrometer
18687	Market Lab	337.87	Lab Parts & Supplies
18688	Materials and Contract Services	5,760.00	Temporary Employment Services
18689	Mayer Hoffman McCann, PC	4,933.00	Financial Auditing Services
18690	Mesa Muffler	104.80	Maintenance Services - Mufflers, Exhausts and Converters
18691	Midway Mfg. & Machining Co.	9,977.65	Mechanical Parts & Supplies
18692	Mission Abrasive & Janitorial Supplies	509.12	Janitorial Supplies
18693	MWH Americas, Inc.	2,016.88	Professional Services P2-74
18694	Neal Supply Co.	960.27	Plumbing Supplies
18695	Newark Electronics	331.12	Instrument Parts & Supplies
18696	Nintex	1,925.00	Software - Server License - Nintex Work Flow 2007
18697	Ninyo & Moore	16,435.00	Professional Services - Soils, Concrete & Other Materials Testing for Various Capital Projects
18698	OCTA	297.13	Claim Settlement
18699	Office Depot Business Services Division	100.68	Office Supplies
18700	Onesource Distributors, Inc.	1,512.56	Electrical Parts & Supplies
18701	Orange County Pest Control, Inc.	50.00	Pest Control
18702	Orange County Pubic Affairs Association	50.00	Membership
18703	Oxygen Service Company	695.96	Lab Parts & Supplies
18704	Performance Pipeline Technologies	11,166.05	Sewerline Video Inspections - Various
18705	PerkinElmer Labs	21,360.00	Service Maintenance Contract - Mass Spectrometer
18706	PL Hawn Company, Inc.	388.93	Electrical Parts & Supplies
18707	Primrose Ice Co., Inc.	80.00	Ice Service
18708	Propipe	19,796.30	Sewerline Cleaning for City of Tustin & Unincorporated County Property & Video Inspection
18709	Prudential Overall Supply	3,454.89	Uniforms & Related Articles
18710	Quinn Power System Assoc.	280.75	Electrical Parts & Supplies
18711	RBF Consulting	1,066.00	Surveying Services - Various Locations
18712	Royale Cleaners	6.00	Dry Cleaning Services
18713	Safety Max	590.87	On-Site Service of First Aid Kits

Claims Paid From 02/16/09 to 02/28/09

Warrant No.	Vendor	Amount	Description
18714	Scott Specialty Gases, Inc.	93.53	Lab Parts & Supplies
18715	Shamrock Supply Co., Inc.	202.63	Mechanical Supplies & Small Tools
18716	So Cal Gas Company	13,438.32	Natural Gas
18717	Square D Co. dba Schneider Electric	4,721.37	Electrical Parts & Supplies
18718	State Board of Equalization	5,341.00	Hazardous Waste Fee
18719	Stratus Environmental, Inc.	8,050.00	Professional Services - Groundwater Monitoring
18720	Sunset Ford	80.00	Vehicle Parts & Service
18721	Sunset Industrial Parts	431.48	Mechanical Parts & Supplies
18722	Systems Solution Company	3,868.79	Repairs & Maintenance Services - Access Control/CCTV Security System
18723	TekSystems	3,340.00	Temporary Employment Services
18724	Terminix International	1,125.00	Pest Control
18725	Thermo Electron Corp.	1,018.24	Lab Parts & Supplies
18726	Thompson Industrial Supply, Inc.	87.71	Mechanical Parts & Supplies
18727	Tiano Construction	3,960.00	Repair & Maintenance Services - Installation of Handrail
18728	Todd Painting, Inc.	4,877.00	Painting Services
18729	Tony's Lock & Safe Service & Sales	1,030.44	Locks & Keys
18730	Transcat	834.37	Instrument Parts & Supplies
18731	Truck & Auto Supply, Inc.	613.40	Automotive Parts & Supplies
18732	Undersea Graphics Inc.	7,500.00	Contract Service - Outfall Inspection
18733	United Parcel Service	70.40	Freight Services
18734	Valley Detroit Diesel Allison	443.65	Electrical Parts & Supplies
18735	Vortex Corp.	5,551.63	Door Repairs/Replacements - Various Locations
18736	VWR Scientific Products	1,035.64	Lab Parts & Supplies
18737	WEF	217.00	Membership - Water Environment Federation
18738	West Lite Supply Company, Inc.	340.58	Electrical Parts & Supplies
18739	Xyon Business Solutions, Inc.	5,760.00	Temporary Employment Services
18740	Chuck M. Forman	146.91	Meeting/Training Expense Reimbursement
18741	Robert P. Ghirelli	687.24	Meeting/Training Expense Reimbursement
18742	Ingrid G. Hellebrand	141.52	Meeting/Training Expense Reimbursement
18743	James D. Herberg	250.00	Meeting/Training Expense Reimbursement
18744	Jeffrey Y. Shubik	134.66	Meeting/Training Expense Reimbursement
18745	Gary J. Tuiasosopo-Kemper	190.00	Meeting/Training Expense Reimbursement
18746	Michael Vuong	190.00	Meeting/Training Expense Reimbursement
18747	Allen J. White	680.92	Meeting/Training Expense Reimbursement
18748	ASCE, Orange County Branch	85.00	Meeting Registration - Division 110
18749	County of Orange Auditor Controller	495.00	Adjustment to Property Tax Bill
18750	County of Orange Auditor Controller	585.00	Adjustment to Property Tax Bill
18751	County of Orange Auditor Controller	330.00	Adjustment to Property Tax Bill
18752	Black & Veatch Corporation	146,007.83	Professional Services P1-102 & 5-58
18753	Butier Engineering, Inc.	84,879.66	Professional Services 5-58
18754	Camp Dresser & McKee, Inc.	33,608.51	Professional Services P1-97
18755	Dudek & Associates, Inc.	61,110.42	Professional Services 5-61
18756	Hach c/o Ponton Industries	26,721.49	Lab Parts & Supplies
18757	HDR Engineering, Inc.	123,836.47	Professional Services 5-49 & P1-101
18758	IPMC c/o Parsons	986,295.00	Engineering Services - Integrated Program/Project Management, Temporary Staffing, Mat'l. & Supplies
18759	JCI Jones Chemicals, Inc.	132,905.33	Sodium Hypochlorite
18760	Lee & Ro, Inc.	44,384.38	Professional Services 5-49
18761	Malcolm Pirnie, Inc.	27,157.07	Professional Services I-2-4A & 11-26
18762	MISCO	27,971.23	(2) Rotork Actuators

Claims Paid From 02/16/09 to 02/28/09

Warrant No.	Vendor	Amount	Description
18763	Polydyne, Inc.	58,480.70	Cationic Polymer MO 3-11-92
18764	Southern California Edison	331,908.33	Power
18765	Synagro West, Inc.	287,144.53	Residuals Removal MO 3-29-95
18766	Walker Centrifuge Services, L.L.C.	368,222.56	Repair & Maintenance Services - Cleaning of (4) Digesters at Plants 1 & 2
18767	Norman A. Olsson Construction, Inc.	191,763.90	Construction 7-47
18768	Abel Pumps, Inc.	123.82	Mechanical Parts & Supplies
18769	Absolute Standards, Inc.	342.00	Lab Parts & Supplies
18770	Accuvant, Inc.	10,004.08	Software Maintenance Agreement - Firewall Configuration & Fortinet Support
18771	Acra Machinery, Inc.	17,867.13	Mechanical Parts & Supplies
18772	Aera Enegy, L.L.C.	11,016.00	Professional Services 2-24-1
18773	Air Liquide America Corp.	1,152.71	Specialty Gases
18774	Airgas Safety, Inc.	10,275.43	Safety Supplies
18775	Alhambra Foundry Co., Ltd.	5,294.84	Manhole Frames & Covers
18776	Altrex Performance Systems	300.00	Training Registration
18777	AMP Technology, L.L.C.	2,340.00	Maintenance Agreement - SharePoint
18778	ASTD American Society for Training & Dev	180.00	Membership
18779	AT & T Universal Biller	1,974.29	Telephone Service
18780	AT & T California/MCI	3,222.21	Telephone Service
18781	AT & T Mobility II, L.L.C.	199.01	Cellular Equipment
18782	Atkinson, Andelson, Loya, Rudd & Ruud	2,300.00	Legal Services - Employee Relations
18783	Baker Tanks	130.00	Tank Rentals
18784	Bakersfield Pipe & Supply, Inc.	2,744.34	Mechanical & Plumbing Parts & Supplies
18785	Battery Specialties	718.35	Batteries
18786	Bell Pipe & Supply Co.	1,472.41	Mechanical & Plumbing Parts & Supplies
18787	Bentley Systems, Inc.	5,950.81	Software/Hardware Maintenance Agreement Renewal
18788	Ernesto Castro	170.00	Meeting/Training Expense Reimbursement
18789	County of Orange	17.48	Maint. Agreement - Repair/Installation of Base, Handheld & Vehicle Radios
18790	California Auto Collision	2,410.02	Truck Body Repair
18791	California Dept. of Child Support	1,722.45	Wage Garnishment
18792	CMTA Annual Conference	580.00	Meeting Registration - Division 220
18793	California Relocation Services, Inc.	1,948.50	Office Files Moving/Relocation Services
18794	Callan Associates, Inc.	3,988.68	Investment Advisor
18795	Caltrol, Inc.	5,404.74	Mechanical Parts & Supplies
18796	CAPPO, Inc.	1,040.00	Membership
18797	CASA	550.00	Meeting Registration - Division 150 (Calif. Association of Sanitation Agencies)
18798	CCP Industries.	2,622.07	Janitorial Supplies
18799	Circle, Inc.	1,437.39	Printer Maintenance & Office Supplies - Toner Cartridges
18800	Columbia Analytical Services, Inc.	588.00	Analysis of Wastewater, Industrial Wastewater & Biosolids
18801	Communications Supply Corp.	157.63	Electrical Parts & Supplies
18802	Compressor Components of California	5,430.60	Mechanical Parts & Supplies
18803	Controlled Motion Solutions	89.63	Mechanical Parts & Supplies
18804	Corporate Express	1,346.12	Office Supplies
18805	County Wholesale Electric Co.	122.42	Electrical Parts & Supplies
18806	CR&R, Inc.	315.00	Container Rentals & Waste Disposal Service
18807	Culligan of Orange County	2.50	Maint. Agreement - Cen Gen Water Softener System
18808	Curley Wholesale Electric, Inc.	100.04	Electrical Parts & Supplies
18809	CWEA Annual Conference	1,235.00	Training & Meeting Registration - Division 820 (California Water Environment Association)
18810	CWEA Membership	346.00	Membership (Calif. Water Environment Assoc.)
18811	David's Tree Service	5,350.00	Tree Maint. Service

Claims Paid From 02/16/09 to 02/28/09

Warrant No.	Vendor	Amount	Description
18812	Davis Calibration	121.12	Instrument Calibration & Certification
18813	Department of Consumer Affairs	245.00	Database for Pharmaceutical Program
18814	DLT&V Systems Engineering, Inc.	309.85	Professional FE Design Services
18815	DWG Associates	4,625.00	Professional Services - Oxygen Plant Rehabilitation
18816	Electra Bond	4,617.09	Sandblasting & Corrosion Control Coating Services
18817	Employee Benefits Specialists, Inc.	11,967.72	Reimbursed Prepaid Employee Medical & Dependent Care
18818	Employment Development Dept.	969.00	State Unemployment Tax
18819	ENS Resources, Inc.	10,000.00	Professional Services - Legislative Advocate
18820	Environmental Resource Associates	114.77	Lab Parts & Supplies
18821	Ewing Irrigation Industrial	327.93	Landscape Irrigation Parts & Supplies
18822	FEDEX Corporation	39.08	Freight Services
18823	Ferguson Enterprises, Inc.	1,884.79	Mechanical Parts & Supplies
18824	First American Corelogic	603.00	Annual On-Line Subscription Services
18825	Fisher Scientific Company, L.L.C.	5,624.77	Lab Parts & Supplies
18826	Franchise Tax Board	50.00	Wage Garnishment
18827	Franchise Tax Board	231.00	Wage Garnishment
18828	Franklin Covey	70.59	Office Supplies
18829	Frasco Profiles	301.50	Human Resources Background Checks
18830	Frys Electronics	32.30	Computer Supplies
18831	Garratt Callahan Company	533.37	Chemical Supplies
18832	GMR Transcription	288.75	Transcription Services
18833	Goodwin Pumps of America, Inc.	2,333.82	Professional Services - Pump
18834	Golden State Overnight Delivery Service	261.15	Courier Service
18835	Goldenwest Corp.	880.00	Repair & Maintenance Services - Signs & Shelving
18836	Goodwill Industries of Orange County	203.94	Professional Services - Public Outreach Material Units to Support F.O.G. (Fats, Oils, & Grease) Project
18837	Government Institutes, Inc.	471.40	Books & Publications
18838	Graybar Electric Company	98.24	Sales Tax
18839	Great Western Sanitary Supplies	435.65	Janitorial Supplies
18840	Haldeman, Inc.	1,734.78	Mechanical/Electrical Parts & Supplies
18841	Hardy Diagnostics	1,597.48	Lab Parts & Supplies
18842	Harrington Industrial Plastics, Inc.	12,684.72	Mechanical Parts & Supplies
18843	Henry Pratt c/o Southwest Valve & Equip.	4,662.35	Valves
18844	Hills Boat Service, Inc.	1,998.12	Maintenance Agreement - Ocean Monitoring Vessel Nerissa
18845	Home Depot	470.36	Misc. Repair & Maintenance Material
18846	ID Enhancements, Inc.	1,303.00	Casi-Rusco I.D. Badges
18847	Idexx Laboratories, Inc.	2,004.15	Lab Parts & Supplies
18848	Indiana Child Support Bureau	290.00	Wage Garnishment
18849	Industrial Distribution Group	299.20	Misc. Repair & Maintenance Supplies
18850	Industrial Filter Manufacturers, Inc.	1,917.88	Filters
18851	Inland Litho	4,500.00	Printing & Publication
18852	Inorganic Ventures, Inc.	101.74	Lab Parts & Supplies
18853	Insurance Services Office, Inc.	575.00	Books & Publications
18854	Internal Revenue Service	125.00	Wage Garnishment
18855	International Electrical Testing Assoc.	1,382.00	Meeting Registration Division 860
18856	Intl. Union of Oper. Eng. AFL CIO Local 501	4,800.65	Dues Deduction
18857	Irvine Pipe & Supply	1,519.34	Mechanical Parts & Supplies
18858	Irvine Ranch Water District	45.33	Water Use
18859	JG Tucker And Son, Inc.	355.58	Safety Supplies
18860	Jamison Engineering Contractors, Inc.	2,595.00	Professional Services - Piping and Support Modifications

Claims Paid From 02/16/09 to 02/28/09

Warrant No.	Vendor	Amount	Description
18861	JMART Group USA dba Barfield Construction	3,691.04	Landscaping Services
18862	Johnstone Supply	1,488.38	Instrument & Electrical Parts & Supplies
18863	JWC Environmental	12,355.02	Repair & Maintenance Services - Rebuild Grinder
18864	Kiesel Environmental Lab	50.00	Outside Laboratory Services
18865	Lance Soll and Lunghard	10,053.45	Professional Services - Internal Auditors
18866	Lillestrand and Associates	4,774.50	Professional Services - Executive/Management Coaching Services
18867	Court Order	150.00	Wage Garnishment
18868	McMaster Carr Supply Co.	5,343.22	Mechanical/Instrument Supplies, Ladders & Tools
18869	Medlin Controls Co.	470.22	Instrument Parts & Supplies
18870	Mobile Hose & Hydraulic Supply	4,895.57	Hoses
18871	Court Order	225.00	Wage Garnishment
18872	N. Glantz & Son, Inc.	211.12	Sheeting
18873	National Bond & Trust	1,743.79	U.S. Savings Bonds Payroll Deductions
18874	Neal Supply Co.	445.23	Plumbing Supplies
18875	Neutron Products, Inc.	6,237.43	Anionic Polymer
18876	Nextel Communications	1,104.92	Cellular Phones & Air Time
18877	Nickell Metal Spray	7,315.00	Repair & Maintenance Services - Augers
18878	NRG Engine Services, L.L.C.	1,279.97	Mechanical Parts & Supplies
18879	NWRI National Water Research Institute	2,500.00	OCWD's Children's' Water Education Festival
18880	OCEA	605.69	Dues Deduction
18881	Office Depot Business Services Division	1,116.64	Office Supplies
18882	Onesource Distributors, Inc.	4,813.68	Electrical Parts & Supplies
18883	Orange Community Bank	21,307.10	Construction 7-47, Retention
18884	Orange County Pest Control, Inc.	150.00	Pest Control
18885	Orange County United Way	60.00	Employee Contributions
18886	Orange Fluid System Technologies, Inc.	104.77	Plumbing Parts & Supplies
18887	Oxygen Service Company	323.87	Rebuild Shop Gases & Lab Parts & Supplies
18888	Pace, Inc.	23,000.00	Professional Services FE07-19
18889	Pacific Mechanical Supply	12,149.05	Plumbing Supplies
18890	Parker Supply Company	761.13	Cleaner/Degreaser
18891	PBS & J	18,807.22	Professional Services 3-52
18892	Peace Officers Council of CA	2,081.50	Dues Deduction, Supervisors & Professionals
18893	People and Processes, Inc.	3,995.00	Training Registration
18894	Perfect Turf	1,200.00	Landscaping Services
18895	PL Hawn Company, Inc.	398.83	Electrical Parts & Supplies
18896	Ponton Industries, Inc.	2,066.44	Instrument/Lab Parts & Supplies
18897	Primrose Ice Co., Inc.	100.00	Ice Service
18898	Project Management Institute	154.00	Membership
18899	Projectline Technical Services, Inc.	14,473.50	Professional Services FE07-26
18900	Prudential Overall Supply	1,752.85	Uniforms & Related Articles
18901	Pump Engineering	2,905.57	Pump Parts & Supplies
18902	Pyramid Fence Company, Inc.	940.00	Gate Repairs
18903	Rae Systems, Inc.	2,743.21	Instrument Repairs
18904	RDM Tile Company North, Inc.	4,256.00	Repair & Maintenance Services - Floor Drain
18905	RMS Engineering & Design, Inc.	15,293.13	Facilities Engineering Services FE-06-12
18906	Royale Cleaners	6.00	Dry Cleaning Services
18907	S & L International, Inc.	13,691.60	Software & Maintenance - Websense & Security Filtering
18908	Sancon Engineering, Inc.	14,100.00	Repair & Maintenance Services - Pipe Liner
18909	Schwing Bioset	934.85	Pump Parts & Supplies

Claims Paid From 02/16/09 to 02/28/09

Warrant No.	Vendor	Amount	Description
18910	Scottel Voice & Data, Inc.	2,284.80	Telephone System Maintenance
18911	SETAC	160.00	Membership
18912	SGE, Inc.	2,138.03	Lab Parts & Supplies
18913	SGS Testcom, Inc.	15.28	Telephone Line - District Vehicle SMOG Station
18914	Shamrock Supply Co., Inc.	3,428.68	Paint & Maintenance Supplies
18915	Shortridge Instruments, Inc.	1,328.49	Instrument Calibration & Certification
18916	Shureluck Sales & Engineering	4,501.97	Mechanical Parts & Supplies
18917	Siemens Energy & Automation, Inc.	152.50	Instrument Repairs
18918	Siemens Water Technologies Corp.	127.28	Service Agreement - DI Water Systems at Plants 1 & 2
18919	Sigma Aldrich, Inc.	274.91	Lab Parts & Supplies
18920	SKC West, Inc.	71.26	Lab Parts & Supplies
18921	South Coast Air Quality Management Dist.	22,816.17	Regulatory Operating Fees
18922	South Mooring Company	334.00	Repair & Maintenance Services - Nerissa Mooring
18923	Southern California Trane Service	1,079.66	Mechanical Parts & Supplies
18924	Sparkletts	1,683.90	Drinking Water/Cooler Rentals
18925	SPEX Certiprep, Inc.	116.78	Lab Parts & Supplies
18926	Square D Co. dba Schneider Electric	4,721.37	Electrical Parts & Supplies
18927	St. Croix Sensory, Inc.	1,160.00	Olfactometry Testing Services
18928	Sunset Industrial Parts	5,363.40	Mechanical Parts & Supplies
18929	Systems Solution Company	698.55	Repairs & Maintenance Services - Access Control/CCTV Security System
18930	Target Specialty Products	162.88	Insecticide
18931	Testamerica Ontario	900.00	Analysis of Biosolids
18932	Thompson Industrial Supply, Inc.	1,424.82	Mechanical Parts & Supplies
18933	Thomson Reuters (Scientific, Inc.)	1,904.88	Software Upgrades - EndNote
18934	Tony's Lock & Safe Service & Sales	465.44	Locks & Keys
18935	Townsend Public Affairs	7,500.00	Legislative & Executive Advocate for Grant Funding
18936	Ultra Scientific	517.28	Lab Parts & Supplies
18937	United Parcel Service	1,262.41	Freight Services
18938	United Storm Water	9,097.73	Repair & Maintenance Services - Vacuum Services
18939	Verizon California	1,610.69	Wireless Services
18940	Vortex Corp.	299.95	Gate Maintenance Services
18941	Vossler & Company	138.82	Mechanical Parts & Supplies
18942	VWR Scientific Products	7,446.87	Lab Parts & Supplies
18943	The Wakenhut Corporation	14,224.56	Security Services
18944	Waxie Sanitary Supply	450.66	Janitorial Supplies
18945	WEF	354.00	Membership - Water Environment Federation
18946	Wesco Distribution, Inc.	23.42	Electrical Parts & Supplies
18947	West Coast Safety Supply Co.	484.33	Tools
18948	West Lite Supply Company, Inc.	302.13	Electrical Parts & Supplies
18949	Xerox Corporation	20,818.75	Copier Services - Equipment Leases, Managed Services, & Metered Copy Usage & Charges
18950	Yale/Chase Materials Handling, Inc.	642.65	Electric Cart Parts
18951	Court Order	912.50	Wage Garnishment
18952	York International	677.24	Electrical Parts & Supplies
18953	Zimmerman Yacht Maintenance	156.00	Repair & Maintenance Service - Ocean Monitoring Vessel Nerissa
18954	Humphrey Constructors	20,872.08	Construction FE05-46
18955	James E. Colston	239.20	Meeting/Training Expense Reimbursement
18956	Larry R. Crandall	561.55	Meeting/Training Expense Reimbursement
18957	Douglass S. Davert	692.47	Meeting/Training Expense Reimbursement
18958	Kimberly A. Erickson	375.00	Meeting/Training Expense Reimbursement

Claims Paid From 02/16/09 to 02/28/09

<u>Warrant No.</u>	<u>Vendor</u>	<u>Amount</u>	<u>Description</u>
18959	Michael I. Gold	629.81	Meeting/Training Expense Reimbursement
18960	Tod E. Haynes	1,563.98	Meeting/Training Expense Reimbursement
18961	James D. Herberg	364.53	Meeting/Training Expense Reimbursement
18962	Larry E. Lazorek	61.00	Meeting/Training Expense Reimbursement
18963	Ludolph T. Lorrimer	135.00	Meeting/Training Expense Reimbursement
18964	Linda Losurdo	104.12	Meeting/Training Expense Reimbursement
18965	Laura Maravilla	1,645.00	Meeting/Training Expense Reimbursement
18966	Denise M. Martinez	1,240.00	Meeting/Training Expense Reimbursement
18967	Tracey L. Murphy	66.00	Meeting/Training Expense Reimbursement
18968	Joseph W. Park, Jr.	677.22	Meeting/Training Expense Reimbursement
18969	Doug Rulison	328.83	Meeting/Training Expense Reimbursement
18970	Orlando A. Tafolla	362.59	Meeting/Training Expense Reimbursement
18971	Simon L. Watson	224.13	Meeting/Training Expense Reimbursement
18972	Burke Edinger El Dorado, L.L.C.	1,468.69	Reconciliation User Fee Refund Program
18973	John Radka and Fry's	2,000.00	Employee Computer Loan Program
18974	South Coast Air Quality Management Dist.	53.50	Annual Emissions Report - Regulatory Fee
18975	Janice Broyles	12,163.71	Payout Check for Mike Broyles
	Total Accounts Payable - Warrants	<u><u>\$ 11,423,469.00</u></u>	
<u>Payroll Disbursements</u>			
41444 - 41494	Employee Paychecks	\$ 106,171.49	Biweekly Payroll (02/25/09)
41495 - 41503	Employee Paychecks	1,903.27	Interim Payroll - IDEA, Lump Sum, Adjustment & Retro (02/24/09)
41531 - 41532	Employee Paychecks	2,341.79	Interim Payroll - Final Check & Retirement (02/26/09)*
167822 - 168490	Direct Deposit Statements	1,384,211.85	Biweekly Payroll (02/25/09)
	Total Payroll Disbursements	<u><u>\$ 1,494,628.40</u></u>	
<u>Wire Transfer Payments</u>			
	OCS D Payroll Taxes & Contributions	\$ 776,335.93	Biweekly Payroll (02/25/09)
	US Bank	129,531.09	Series 2000 A & B Refunding Certificates of Participations February Interest Payment
	Total Wire Transfer Payments	<u><u>\$ 905,867.02</u></u>	
	Total Claims Paid 02/16/09 - 02/28/09	<u><u>\$ 13,823,964.42</u></u>	

*Out of numerical check order due to ARBA checks printed for 03/02/09 Payroll

OPERATIONS COMMITTEE

AGENDA REPORT

Meeting Date 03/04/09	To Bd. of Dir. 03/25/09
Item Number 3	Item Number 5

Orange County Sanitation District

FROM: James D. Ruth, General Manager
Originator: James D. Herberg, Director of Engineering
Project Manager: Christopher MacLeod

SUBJECT: LABORATORY REFURBISHMENT AT PLANT NO. 1, JOB NO. J-97

GENERAL MANAGER'S RECOMMENDATION

1. Approve a contingency increase of \$69,885 (45%) to the Professional Design Services Agreement with The Austin Company for Laboratory Refurbishment at Plant No. 1, Job No. J-97, for a total contingency of \$77,650 (50%); and,
2. Approve a budget increase of \$70,000 for Laboratory Refurbishments at Plant No. 1, Job No. J-97, for a total budget amount of \$487,000.

SUMMARY

- The purpose of this project is to assess the future needs of the Laboratory along with the cost and effort that will be required to bring it into compliance with building codes. The Laboratory and subsequent modifications were built without a building permit from the City of Fountain Valley.
- The City of Fountain Valley Building Department (City) requires the Orange County Sanitation District (Sanitation District) to make modifications to the Lab to correct deficiencies associated with a variety of improvements constructed under Laboratory Rehabilitations at Plant No. 1, Job No. J-88, in 2005.
- These deficiencies need to be corrected before the City will allow the Sanitation District to submit projects for a building permit subsequent to Job No. J-88, including Job No. J-97.
- Staff recommends this work be added to The Austin Company's (Austin) current Professional Design Services Agreement (PDSA) for Laboratory Refurbishment at Plant No. 1, Job No. J-97, because of Austin's familiarity with the laboratory and future improvements, their local relationship with the City, and their understanding of this particular set of deficiencies.
- The contingency increase is needed for the amendment to prepare the plans to correct existing deficiencies mentioned above, and to complete the permit process.

PRIOR COMMITTEE/BOARD ACTIONS

Laboratory Refurbishment at Plant No. 1, Job No. J-97

July 2007 – Approval of Amendment No. 1 to the PDSA with The Austin Company providing for additional design services for Laboratory Refurbishment at Plant No. 1, Job No. J-97, for an additional amount of \$32,900, increasing the total amount not to exceed \$155,300. This included a 5% contingency of \$7,765.

September 2006 – Approval of PDSA with The Austin Company to prepare a Feasibility Study to assess the future needs of the Laboratory along with the cost and effort that will be required to bring it into compliance with building codes for an amount not to exceed \$122,400.

Laboratory Rehabilitation, Job No. J-88

October 2006 – Ratify Change Order No. 1 to Laboratory Rehabilitation, Job No. J-88, with Dalke & Sons Construction, Inc., authorizing an additional \$28,657 and 214 calendar days, increasing the total contract amount to \$671,937; and accept Laboratory Rehabilitation, Job No. J-88, as complete, authorizing execution of the Notice of Completion and approving the Final Closeout Agreement with Dalke & Sons Construction, Inc.

July 2005 – Approve Plans, Specifications, and Addendum No. 1 for Laboratory Rehabilitation at Plant No. 1, Job No. J-88, on file at the office of the Clerk of the Board; receive and file Bid Tabulation; and award construction contract to Dalke and Sons Construction, Inc., for an amount not to exceed \$643,280.

March 2004 – Approve Professional Services Agreement with Tetra Design, Inc. providing for engineering services for Laboratory Rehabilitation at Plant No. 1, Job No. J-88, for an amount not to exceed \$65,655.

ADDITIONAL INFORMATION

This authorization complies with authority levels of the Sanitation District's Delegation of Authority. This item has been budgeted, but the budget is insufficient and requires additional funds to cover the increased contingency. (Line item: Section 8, Page 88).

Award Date: 09/27/06	Contract Amount: \$122,400	Contingency: N/A
07/18/07	\$ 32,900 (Amend. #1)	\$ 7,765 (5%)
03/25/09		<u>\$69,885 (45%)</u>
	<u>\$155,300</u>	\$77,650 (50%)

JDH:DF:CM:eh:gc

OPERATIONS COMMITTEE

AGENDA REPORT

Meeting Date 03/04/09	To Bd. of Dir. 03/25/09
Item Number 4	Item Number 6

Orange County Sanitation District

FROM: James D. Ruth, General Manager
Originator: Jim Herberg, Director of Engineering
Project Manager: Derek E. Davis

SUBJECT: P1P2 IN-PLANT PUBLIC ADDRESS SYSTEM EXPANSION,
PROJECT NO. FE07-34

GENERAL MANAGER'S RECOMMENDATION

1. Approve Plans and Specifications for the P1P2 In-Plant Public Address System Expansion, Project No. FE07-34, on file at the office of the Clerk of the Board;
2. Approve Addendum Nos. 1 through 4 to the plans and specifications;
3. Receive and file bid tabulation and recommendation;
4. Award a contract to FEI Enterprises, Inc., for the P1P2 In-Plant Public Address System Expansion, Project No. FE07-34, for an amount not to exceed \$285,000; and,
5. Approve a contingency of \$57,000 (20%).

SUMMARY

- This project will provide and install a new in-plant personnel warning and public address system for Plant Nos. 1 and 2 buildings and facilities, and will integrate the new Public Address System with the existing system.
- The plans and specifications for P1P2 In-Plant Public Address System Expansion, Project No. FE07-34, were completed in November 2008.
- One sealed bid was received on January 27, 2009. After the evaluation of the bid by the Orange County Sanitation District (Sanitation District) Evaluation Team, the single bid submitted was determined to be "Responsible and Responsive." Summary information on the bid opening for P1P2 In-Plant Public Address System Expansion, Project No. FE07-34, is as follows:

Project Budget	\$ 389,390
Contract Budget	\$ 300,000
Engineer's Construction Estimate	\$ 240,000
Lowest Responsive, Responsible Bid	\$ 285,000
High Bid	\$ 285,000

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

The contractor selection was conducted in accordance with the Sanitation District's adopted policies and procedures.

<u>Bidder</u>	<u>Amount of Bid</u>
FEI Enterprises, Inc.	\$ 285,000

This Capital Improvement Project complies with authority levels of the Sanitation District's Delegation of Authority. This item has been budgeted (2007-2008 Budget Update, Page A-10, Item 86 (FE-J)).

Award Date: 03/25/09 Contract Amount: \$285,000 Contingency: \$57,000 (20%)

JDH:DD:ct:gc

OPERATIONS COMMITTEE

AGENDA REPORT

Meeting Date 03/04/09	To Bd. of Dir. 03/25/09
Item Number 6	Item Number 7

Orange County Sanitation District

FROM: James D. Ruth, General Manager
Originator: James D. Herberg, Director of Engineering
Engineering Manager: Tod Haynes

SUBJECT: ELECTRICAL ACCEPTANCE TESTING SERVICES FOR COLLECTION SYSTEM AND TREATMENT PLANT PROJECTS, SPECIFICATION NO. PSA-2007-003

GENERAL MANAGER'S RECOMMENDATION

1. Ratify Amendment No. 1 to Purchase Order No. 102907-OB issued to Hampton-Tedder Technical Services providing Electrical Acceptance Testing Services for Collection System and Treatment Plant Projects, Specification No. PSA-2007-003, for an additional amount of \$150,000; and,
2. Approve Amendment No. 2 to Purchase Order No. 102907-OB issued to Hampton-Tedder Technical Services providing for Electrical Acceptance Testing Services for Collection System and Treatment Plant Projects, Specification No. PSA-2007-003, for an additional amount of \$250,000; and,
3. Approve a contingency of \$24,000 (3%).

SUMMARY

- The Orange County Sanitation District (Sanitation District) utilizes outside firms for electrical system testing services in support of capital improvement projects during the construction of facilities both inside the plants and for pump stations.
- In May 2007, the Board approved Professional Services Agreements with Hampton-Tedder Technical Services (HTTS) and Electrical Reliability Services (ERS) for an amount not to exceed \$400,000 for each company, for a total amount of \$800,000.
- Subsequent to the Board approval, ERS made a corporate decision to not sign the contract as approved by the General Counsel due to the insurance and indemnity required by the Sanitation District for a Professional Services Agreement. The approved agreement was not executed.
- As of February 23, 2009, the authorized amount of \$400,000 to HTTS had been committed and additional authorization is requested.

- Funding for these testing services are included in the individual CIP project budgets. Sufficient budget for this additional work is contained in this existing CIP budget.

PRIOR COMMITTEE/BOARD ACTIONS

May 23, 2007 - Approved Professional Services Agreements with Electrical Reliability Services and Hampton-Tedder Technical Services providing for on-call electrical system testing services supporting capital improvement projects, Specification No. PSA-2007-003, for a three-year period for an amount not to exceed \$400,000 for each agreement (\$800,000 total).

ADDITIONAL INFORMATION

An error was made in developing the original contract documents with Hampton-Tedder stating that the amount of the contract was \$800,000, not the \$400,000 as approved. The error was found during routine review of documents and an amendment will correct this error.

The current authorized amount of \$400,000 was expended in February 2009 because staff did not anticipate the pace of electrical testing on two large projects, Job Nos. P2-66 and P2-80.

Amendment No. 1 is to ratify testing in February and March required to prevent unnecessary delays to projects.

Amendment No. 2 is to approve electrical testing needed from March 2009 through the end of the agreement term on June 30, 2010.

This item has been budgeted through each individual CIP project that uses these services. They are expensed as the services are used.

Award Date:	5/23/07	Contract Amount:	\$400,000	*Contingency:	N/A
	3/25/09	Amendment 1	\$150,000		N/A
	3/25/09	Amendment 2	\$250,000		\$24,000 (3%)

JDH:TK:eh:gc

ADMINISTRATION COMMITTEE

AGENDA REPORT

Meeting Date 03/11/09	To Bd. of Dir. 03/25/09
Item Number 2	Item Number 9

Orange County Sanitation District

FROM: James D. Ruth, General Manager
Originator: Lorenzo Tyner, Director of Finance & Administrative Services

SUBJECT: DEFERRED COMPENSATION PROGRAM

GENERAL MANAGER'S RECOMMENDATION

- (1) Adopt Resolution No. OCSD 09-02, Approving the Deferred Compensation Plan with ING Financial Services for Officers and Employees of the District, and Repealing Resolution Nos. OCSD 03-27 and 05-27; and,
- (2) Authorize the General Manager, or his designee, to execute all documents necessary to effect said Deferred Compensation Plan, in a form approved by General Counsel.

SUMMARY

Due to numerous legislative and regulatory changes which significantly changed the way public sector employers must administer deferred compensation plans with regard to fiduciary responsibility as Plan Administrators, OCSD conducted an evaluation of the deferred compensation plan and identified several areas for improvement. In December 2008, staff informed the Administration Committee, and the General Manager reported to the Board OCSD's intent to transfer deferred compensation plan assets from the three incumbent providers (AIG Retirement Company, Lincoln Financial Group, ICMA-RC) to ING Financial Services as a result of the Request for Proposal (RFP) process. The following outlines the plan enhancements available to plan participants immediately upon transition:

- A new menu of core investment options with lower average fund expenses;
- The ability to select investment options outside of the core menu under a self-directed brokerage account option;
- Increased access to a local representative for the Plan available on-site for personal service;
- The opportunity to receive online investment advice and managed account services;
- A customized educational approach for the Plan; and,
- Enhanced technology capabilities available on a new custom Plan website.

The Investment Policy Statement and agreement for this plan are available for review by contacting the Clerk of the Board.

It is anticipated that this plan will result in annual savings exceeding \$700,000 in fees, expenses and charges.

Transition to ING Financial Services is expected to be complete in May 2009.

PRIOR COMMITTEE/BOARD ACTIONS

- § 11/16/05: Resolution No. 05-27 - Amending the Deferred Compensation Plan to include a mandatory cash-out provision for Officers and Employees of OCSD.
- § 11/19/03: Resolution No. 03-27 - Amending the Deferred Compensation plan to authorize the Plan Administrator, or her designee, to execute, on behalf of the District, any and all documents necessary to effect the District's Deferred Compensation Plan Loan Program.
- § 05/28/03: Resolution No. 03-10 - Amending the Deferred Compensation plan to include a loan provision.
- § 07/12/02: Resolution No. 02-12 - Amending the Deferred Compensation plan to comply with amendments to the Economic Growth and Tax Relief Reconciliation Act of 2001.
- § 07/01/98: Resolution No. 98-36 - Reaffirming Resolutions 94-36, 95-80, 98-07, and 98-20 consolidating County Sanitation Districts Nos. 1, 2, 3, 5, 6, 7, 11, 13, and 14 into a single District; approving and adopting the OCSD Deferred Compensation plan.

ADDITIONAL INFORMATION

The legislative and regulatory changes that have impacted public sector administration of deferred compensation plans include the Small Business Job Protection Act, the Economic Growth and Tax Relief Reconciliation Act, and the Pension Protection Act. As a result, employers are required to exercise fiduciary "due diligence" to assure that fund options and provider services are competitive and provide optimal investment return to participants. In compliance with these new requirements, OCSD conducted a comprehensive review of its providers, its processes for selecting providers, and its review of specific funds, costs, and services to assure that we adhere to all legislative and regulatory mandates.

Evaluation of the OCSD deferred compensation plan showed that investments had grown to over \$40M since inception, which was the basis of the request for proposal (RFP) in August 2008. The increased plan size provided the Sanitation District with a better platform from which to negotiate terms of our deferred compensation contract(s). As a result, there will be some improvements to the deferred compensation program. The changes are going to provide substantial benefits to the participants through higher quality investment choices, reduced costs, and improved service and educational offerings.

A competitive process was used to evaluate the Plans offered by various companies. A selection committee representing OCSD employees and retirees evaluated those submittals based on the following: historical return on investments and performance; fees/charges/disclosures; educational services; and recordkeeping services. The current three incumbent providers submitted proposals; however, the Committee unanimously determined that other companies offered Plans that were more beneficial to the participants. Three well-established companies, The Hartford, ING Financial Services, and Prudential Life, submitted superior proposals and were selected as finalists. The finalists were subsequently interviewed by the Committee.

The evaluation and interview process demonstrated that retaining multiple providers would perpetuate higher administrative fees, increase mutual fund costs, and reduce the proposed credited interest rates that were offered under the sole provider option. A single-provider platform will reduce the Plan's costs and increase the expected net return on participant investments.

The Committee recommended, and management supported, moving to a single-provider platform with deferred compensation services provided by ING Financial Services (ING). These decisions were based on the initial primary criteria including: historical return on investments and performance; fees/charges/disclosures; educational services; and recordkeeping services as well as secondary criteria including information and support services; transition support; legal/contract requirements; and standards and performance guarantees. ING also made numerous enhancements as a result of the finalist interviews.

ING will offer a variety of core investment choices that are different from the funds offered now, but in the same investment classes. Historically, these have been better-performing funds with lower costs, which would be expected to provide higher total returns than we currently receive. In addition, a Self-Directed Brokerage option will be available for anyone who prefers to invest in specific funds (such as their existing fund choices) outside the new core choices.

Specific plan changes offered in ING's proposal and compared to the incumbent providers included the following:

Factor	ING Financial Services	Incumbent Providers
Average Fund Performance (Morningstar Rating)	4.8 stars	2.8 stars
Overall Fund Expenses (Average)	0.96% (\$220,000 annual savings)	1.74%
Contingent Deferred Sales Charges	Eliminated	\$500,000 (approximate)
Fixed Account Crediting	4.25% initial return	3.7% annually (Lincoln: 87% of fixed account assets)
On-Site Customer Service	Three days per week	One day per month (per provider)
Managed Account Services	40 BPS (basis points)	Not Included

Contingent upon approval by the Board of Directors, the assets currently held with the three incumbent providers will be moved to ING Financial Services. Transition to the new provider will be mandatory; however, participants will not be subject to payment of any contingent deferred sales charges (penalties) and asset allocations will remain intact. And, as previously noted, a Self-Directed Brokerage option will be available for participants who prefer to invest in specific funds (such as their existing fund choices) outside the new core choices.

ATTACHMENTS

1. Resolution No. OCSD 09-02

JDR:LT:JR:KE

RESOLUTION NO. OCSD 09-02

**APPROVING A DEFERRED COMPENSATION PLAN WITH
ING FINANCIAL SERVICES FOR OFFICERS AND
EMPLOYEES OF ORANGE COUNTY SANITATION DISTRICT**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE
COUNTY SANITATION DISTRICT APPROVING A DEFERRED
COMPENSATION PLAN WITH ING FINANCIAL SERVICES FOR
OFFICERS AND EMPLOYEES OF ORANGE COUNTY SANITATION
DISTRICT; AND, REPEALING RESOLUTION NOS. OCSD 03-27 AND
05-27**

WHEREAS, the Orange County Sanitation District Deferred Compensation Plan was most recently amended by Resolution Nos. OCSD 03-27 and 05-27, adopted by the District's Board of Directors on November 19, 2003, and November 16, 2005, respectively;

WHEREAS, the assets in the Existing Plan, as amended, are currently held with AIG Retirement Company, Lincoln Financial Group, and ICMA-RC;

WHEREAS, as the result of numerous legislative and regulatory changes increasing the scope of the District's fiduciary responsibilities as an employer in the administration of deferred compensation plans, OCSD requested proposals to act as agents or advisors for the purpose of implementing and administering the District's Deferred Compensation Plan;

WHEREAS, the Board of Directors desire to adopt a new deferred compensation plan; and,

WHEREAS, the Board of Directors desire to have ING Financial Services appointed to act as agents or advisors for the purpose of implementing and administering the District's Deferred Compensation Plan.

NOW, THEREFORE, the Board of Directors of the Orange County Sanitation District **DOES HEREBY RESOLVE, DETERMINE AND ORDER:**

Section 1. All of the recitals herein contained are true and correct and the Board of Directors of the District so finds.

Section 2. The Orange County Sanitation District Deferred Compensation Plan, as set forth in Exhibit "A," attached hereto and incorporated herein by reference as though set forth herein at length, is hereby adopted, as the new Deferred Compensation Plan of the District, superseding all previous plans and amendments of the District, and

shall remain in effect until amended or terminated by Resolution of the Board of Directors.

Section 3. The District's General Manager, or his designee, is hereby authorized to appoint or employ the services of ING Financial Services to act as agents or advisors for the purpose of implementing and administering the District's Deferred Compensation Plan.

Section 4. The District's General Manager, or his designee, is hereby authorized to execute, on behalf of the District, any and all documents necessary to effect the new Deferred Compensation Plan, with the approval as to form by the District's General Counsel.

Section 5. Resolution Nos. OCSD 03-27 and 05-27 are hereby repealed.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting held on March 25, 2009.

Chair

ATTEST:

Clerk of the Board

APPROVED:

General Counsel, Orange County
Sanitation District

**ORANGE COUNTY SANITATION DISTRICT
457(b) DEFERRED COMPENSATION PLAN**

ADMINISTRATIVE SERVICES AGREEMENT

Orange County Sanitation District 457(b) Deferred Compensation Plan

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ORANGE COUNTY SANITATION DISTRICT
ADMINISTRATIVE SERVICES AGREEMENT

This Agreement is made and entered into this 1st day of **May, 2009**, by and between **Orange County Sanitation District** (the “Plan Sponsor”) on behalf of the **Orange County Sanitation District 457(b) Deferred Compensation Plan**, (the “457 Plan”), (unless specified otherwise, referred to herein as the “Plan”). **ING Life Insurance and Annuity Company** (“ILIAC”), a corporation organized and existing under the laws of the State of Connecticut and **ING Financial Advisers, LLC** a limited liability company organized and existing under the laws of the State of Delaware and registered as a broker-dealer under the federal securities laws (the “Broker-Dealer”). (ILIAC and the Broker-Dealer are hereinafter collectively called the “Contractor”). This Agreement is separate and apart from any other contract issued to the Plan, including any group annuity contract or funding agreement issued to the Plan Sponsor by ILIAC.

RECITALS

WHEREAS, the 457 Plan has been established as an “eligible deferred compensation plan” pursuant to Section 457(b) of the Internal Revenue Code (the “Code”) and the laws of the State of California; and

WHEREAS, the Plan Sponsor has selected certain investment products offered or otherwise made available by or through ILIAC or the Broker-Dealer, respectively, for the investment of the Plan’s assets (the “Program”); and

WHEREAS, the Plan Sponsor further wishes to engage the Contractor as an administrative service provider to facilitate the administration of the Plan by providing services that shall include without limitation, accounting for deferrals or contributions, disbursement of funds, withholding of taxes, investment education, retirement counseling, investment of assets in the appropriate Plan investment options and proper recordkeeping of participant accounts; and

WHEREAS, the Contractor wishes to provide such administrative services to the Plan.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties do hereby agree as follows:

Section 1. Services

- 1.01 Good Order: The Contractor and the Plan Sponsor acknowledge that for purposes of this Agreement “Good Order” is defined as the receipt at the Contractor’s designated location of instructions that are complete, accurate and in an acceptable format, and which do not require the Contractor to apply any research or discretionary judgment. To qualify as current business day instructions, instructions sent by telephone, facsimile or mail must be received by us no later than the close of the New York Stock Exchange (typically 4:00 p.m. ET).
- 1.02 Allocation of Contractor Responsibilities: The Broker-Dealer or other broker-dealers with which ING Financial Advisers, LLC has a selling agreement shall service or perform all marketing communications, enrollment and securities transactions settlement and processing functions assigned to the Contractor. ILIAC shall perform all other responsibilities assigned to the Contractor, including Plan and participant recordkeeping.
- 1.03 Scope of Services: The Contractor agrees to provide the Plan with the services listed on Schedule A for the term of this Agreement. Services offered pursuant to the Plan’s loan program will be subject to the terms specified in Schedule B.
- 1.04 Administrative Requirements: The Contractor agrees to comply with the requirements set forth on Schedule C in the performance of this Agreement. The Contractor and the Plan Sponsor will review these administrative requirements periodically and make adjustments as necessary and mutually agreed.
- 1.05 Performance Standards: The Contractor agrees to comply with the standards set forth on Schedule D in the performance of this Agreement. At the Plan Sponsor’s request, the Contractor shall report to the Plan Sponsor how it measures compared to these performance standards. Any non-performance fee payable pursuant to the terms of Schedule D shall be in addition to any damages or other remedies available to the Plan, participants or the Plan Sponsor hereunder. The Contractor and the Plan Sponsor will review these performance standards at the Plan Sponsor’s request and make adjustments as necessary and mutually agreed.
- 1.06 Selection of Investment Options: The Contractor agrees to provide Plan participants with a selection of investment options as specified in Schedule E.
- 1.07 Investment Provider Minimum Standards: Subject to the minimum standards set forth in Schedule F, the Contractor will provide its administrative services in connection with the Plan Sponsor’s selection of investment products to fund the Plan’s non-stable value investment options.
- 1.08 Selection of Investment Options: The addition or removal of any investment option to the Plan must be mutually agreed to by the Contractor and the Plan Sponsor and will be made in accordance with a mutually agreed upon schedule for implementing the change.

- (1) Subject to mutual agreement between the parties to add an investment option;
 - (i) The Plan Sponsor may direct the Contractor to add an investment option from the range of investment products the Contract currently offers, and that are currently available in the Program, upon forty-five (45) days written notice of the proposed change.
 - (ii) The Plan Sponsor may direct the Contractor to add an investment option that the Contract does not currently offer or an investment option that the Contractor currently offers but is not currently available in the Program, upon at least ninety (90) days written notice of the proposed change. Any investment option additions made pursuant to this Subsection 1.07(1)(ii) will be made in accordance with the Contractor's scheduled quarterly fund updates.
- (2) The Contractor reserves the right to reject any new investment option that imposes short-term trading (redemption) fees on participant accounts.
- (3) To the extent an existing investment option imposes short-term trading (redemption) fees on Participant accounts, the Contractor reserves the right to discontinue offering the investment option or to deduct any such short-term trading (redemption) fees from participant accounts.

1.09 Limits Imposed by Underlying Funds: The Plan Sponsor understands and acknowledges that orders for the purchase of fund shares may be subject to acceptance by the fund. The Contractor reserves the right to reject, without prior notice, any allocation of payments to the variable investment products, including the NAV Funds, if the Contractor's purchase order for the corresponding fund is not acceptable by the fund for any reason.

1.10 Limits Imposed by Contractor on Frequent Transfers: The Plan Sponsor understands and acknowledges that the investment products offered or otherwise made available by or through the Contractor are not designed to serve as vehicles for frequent trading in response to short-term fluctuations in the market. Such frequent trading can disrupt management of a fund and raise its expenses. This in turn can have an adverse effect on fund performance. Accordingly, the Plan Sponsor agrees to adhere to the Contractor's current Excessive Trading Policy, as set forth in Schedule G (the "Excessive Trading Policy"). The Contractor reserves the right to modify the Excessive Trading Policy in whole or in part at any time and without prior notice, depending on the needs of the underlying fund(s), the best interest of contractowners and fund investors, and/or state or federal regulatory requirements.

1.11 Access to Investment Advice: The Contractor agrees to provide Plan participants access to an independent third party online investment advice provider, as specified in Schedule H.

- 1.12 Access to Self Directed Brokerage Account: The Contractor agrees to make available to Plan participants, a self directed brokerage account option (“SDBO”), as specified in a separately signed agreement.

Section 2. Participant Information

- 2.01 Provision of Certain Participant Information: The Plan Sponsor or its authorized representative shall facilitate the transmission to the Contractor of all current Plan participant level records including, but not limited to: name; address; social security number; active or terminated employment status; and deferral amount information. Over the term of this Agreement, the Contractor and the Plan Sponsor will develop procedures for the Plan Sponsor to notify the Contractor of changes in employment status and, to the extent the Plan Sponsor has knowledge of the death of any participant, the Plan Sponsor will notify the Contractor of such death. The Plan Sponsor shall provide such information on a timely basis and use its best efforts to assure the accuracy and completeness of all information provided to the Contractor.
- 2.02 Changes in Deferral or Contribution Information; New Participant Deferral or Contribution Information: The Contractor and the Plan Sponsor will develop procedures to coordinate the processing of (i) changes in deferral or contribution amount information and (ii) initial deferral or contribution information pertaining to participants joining the Plan on or after the date the Contractor commences the provision of services under this Agreement.

Section 3. Fees and Reimbursements

- 3.01 Contractor’s Compensation: The Contractor’s services under the Agreement are rendered in connection with the Plan Sponsor’s selection of certain investment products offered by or through the Contractor. The revenues paid to the Contractor from such investment products shall constitute the sole source of compensation for the services rendered and expenses incurred under this Agreement. The Contractor shall not assess a daily fee against the value of all participant accounts allocated to Plan investment options made available through direct purchases of registered investment company shares.

Any fees, reimbursements, products and services rendered in connection with this Agreement are contingent on the Contractor being the exclusive provider (with the exception of any contractual obligations in existence prior to the transition to the Contractor) of investment products and administrative services to the Plans during the Term of this Agreement and any subsequent renewal periods (as described in Section 4.01). The addition of any other provider or providers to the Plans during the Term of this Agreement and any subsequent renewal periods or changes in the Plan document may impact any fees, reimbursements, products and services under this Agreement.

This Agreement and fees are contingent on the Plan provisions in effect on the date of this Agreement. Any amendment to the Plan may impact this Agreement and fees.

- 3.02 Reimbursement of Plan Expenses: The Contractor shall reimburse the Plan for reasonable administrative expenses as set forth in Schedule I.
- 3.03 Compensation Paid to Sales Professionals: The Contractor shall pay sales professionals a flat salary. The compensation paid to sales professionals will be derived exclusively from the Contractor's revenue. Sales professionals may also be eligible for additional expense reimbursement and bonuses based upon enrollment goals. Compensation may also be paid at the time of participant election of an annuitization distribution option and will be disclosed to the participant at the time the distribution option is elected. Sales professionals are also eligible for compensation derived from the sale of financial products outside of the Plan. The Broker-Dealer will provide an annual report of this ancillary sales and support activity to the Plan Sponsor.

Section 4. Term

- 4.01 Term: This Agreement shall commence on the Effective Date and continue for an initial term of 5 years. Unless either Plan Sponsor or Contractor provides written notice of intent to terminate this Agreement at least sixty (60) calendar days before the end of the initial term, the Agreement shall automatically renew thereafter for subsequent one-year terms; provided, however, that either Plan Sponsor or Contractor may terminate the Agreement as of the last day of any such one-year term by providing written notice of such termination at sixty (60) calendar days prior to the effective date of the termination. The Plan Sponsor and Contractor may mutually agree in writing to an earlier termination. This Agreement may be amended in writing if agreed to by both parties.
- 4.02 Termination: Notwithstanding Section 4.01, either party may terminate this Agreement at any time upon written notice "for cause". For this purpose, "for cause" shall mean: (1) failure of the other party to comply substantially with this Agreement and attached schedules hereto which, when called to the attention of the other party in writing has not been corrected within thirty (30) days; (2) the fraud or embezzlement on the part of the other party or provider of investment advice; (3) if the other party ceases to conduct business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors; (4) failure of the other party to pay any fees under this Agreement; or (5) if pursuant to Section 1.07 the Plan Sponsor requests the addition or removal of an investment option under the Plans, that is reasonably anticipated by the Contractor to result in a reduction in revenues under the Plans and no mutual agreement is reached between the parties on the recoupment of such lost revenues, the Contractor shall have the right to terminate this Agreement.

Section 5. General

- 5.01 Circumstances Excusing Performance: Neither the Plan Sponsor nor the Contractor shall be liable to the other for any delays or damages or any failure to act due, occasioned, or caused by reason of restrictions imposed by any government or government agency, acts of God, strikes, labor disputes, action of the elements, or causes beyond the control of the parties affected thereby.
- 5.02 Business Recovery Plan: The Contractor acknowledges that it has a Business Recovery Plan in place for its computer environment, specifying steps to be taken in the event of a disaster. The plan is built around a worst-case scenario involving loss of the facility or loss of access to the facility. It is also adaptable to less severe disasters. Generally, there are three phases to the Contractor's Business Recovery Plan:
- S Immediate response, damage assessment and critical notifications
 - S Environmental and operation restoration
 - S Operational readiness, testing and business resumption.

A critical part of this plan is the Contractor's System Recovery Plan, which itself has three components:

Hardware: the Contractor maintains a primary data center to support its mainframe applications and a portion of its mid-range and Intel based distributed environment. The Contractor has contracted with an outside vendor to provide hot site recovery capabilities for the primary data center in case of a site level disaster. The vendor maintains equipment that the Contractor will use to restore its applications in case of emergency. In addition, the Contractor has several data centers located throughout the U.S. with mid-range and distributed equipment to lessen the risk from any one site. On-site generators and UPS systems provide continuous power to the Contractor's facilities. A fully redundant wide area network connects all of the data centers in the U.S. as well as to the hot site vendor facility.

Application software: the Contractor secures program libraries, to tape cartridges weekly, storing them in both on-site and off-site vaults.

Production data: the Contractor's system and database files are backed up periodically, many on a daily basis, to tape cartridges stored in both on-site and off-site vaults.

The Contractor's internal auditors have reviewed its disaster recovery procedures. Portions of the plan are tested on an annual basis.

- 5.03 Ownership of Records: The Contractor agrees that all computer tapes, discs, programs and any records generated by the Contractor under this Agreement shall be the property of the Plan. In the event of the termination of this Agreement, the Contractor shall provide all electronic and/or written data records to the Plan's

designated representative or to a new contractor in an agreed upon format at no cost and within 180 days of written notice of intent to terminate this Agreement.

- 5.04 Parties Bound: This Agreement and the provisions thereof shall be binding upon the respective parties and shall inure to the benefit of the same.
- 5.05 Applicable Law: This Agreement shall be construed in accordance with the laws of the State of California. The Contractor and the Plan Sponsor shall comply with all state and federal laws and regulations applicable to the services to be performed.
- 5.06 Severability: If any provision of this Agreement shall be found to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of this Agreement and the remainder of this Agreement shall be construed and enforced as if said illegal or invalid provision had never been inserted herein. Neither party shall be required to perform any services under this Agreement which would violate any law, regulation or ruling.
- 5.07 Acknowledgment: The Plan Sponsor acknowledges that:
- (a) the Contractor is performing non-discretionary, ministerial administrative services at the direction of the Plan and its authorized representatives;
 - (b) the Plan Sponsor and its authorized representatives have sole authority for making all benefit determinations. The Plan Sponsor may delegate the day-to-day administration of initial benefit determinations to the Contractor as indicated in Schedule A;
 - (c) the Plan Sponsor and its authorized representative have the sole authority for the review and final disposition of a Plan Participant's appeal of any benefit determination made by the Contractor under the Plan;
 - (d) the Contractor does not directly provide any investment advice to the Plan Sponsor with respect to the Plan's assets, but the Contractor does perform certain functions with respect to the selection of investment options, as outlined in Section 1.08;
 - (e) in performing services under this Agreement, the Contractor is entitled to rely on any information the Plan Sponsor, or its authorized representatives or the Plan participants provide. The Contractor has a reasonable duty to inquire as to the authenticity or the accuracy of such information or the actual authority of such person to provide it; and
 - (f) The Plan Sponsor will promptly provide to the Contractor any proposed amendments to the Plan for review and comment by the Contractor at least 90 days prior to the proposed amendment effective date.
- 5.08 Notices: Each party will promptly provide the other with notice and copy of any attempts to levy or attach amounts held under the Plan and/or any litigation

affecting the Plan of which it becomes aware and/or any notices or demands to be given under this Agreement. All such notices, demands or other communications hereunder shall be in writing and duly provided if sent certified mail, return receipt requested, addressed to the party to be notified or upon whom a demand is being made, at the addresses set forth in this Agreement or such other place as either party shall from time to time designate in writing. The date of service of a notice or demand shall be the receipt date on any certified mail receipt

Notices to the Contractor shall be sent to:

ING Life Insurance and Annuity Company
Attn: Associate General Counsel
Legal Department, C1S
One Orange Way
Windsor, CT 06095

Notices to the Plan Sponsor shall be sent to:

Kim Erickson
Senior Human Resources Analyst
Orange County Sanitation District Deferred Compensation Plan
10844 Ellis Avenue
Fountain Valley, CA 92708-7018

- 5.09 Copies of Agreement: This Agreement may be executed in any number of counterpart copies, each of which when fully executed shall be considered as an original.
- 5.10 Headings: Headings are for convenience of reference only. Headings do not limit or expand the scope of the text and are not intended to emphasize any portion thereof.
- 5.11 Independent Contractor: The Contractor is associated with the Plan Sponsor only for the purposes and to the extent specified in this Agreement, with respect to the performance of the contracted services pursuant to this Agreement, the Contractor shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.
- 5.12 Contractor Primary Contact: The Contractor designates certain individual(s) to serve as the primary point of contact for the Agreement. These individuals are identified in Schedule J:

The Contractor or designee must confirm to Plan Sponsor its receipt of written inquiries within two (2) business days and provide a full written response within three (3) weeks. The Contractor shall not change the primary contact without prior notice to the Plan Sponsor.

- 5.13 Subcontracting: The Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the Plan Sponsor. Any subcontractor shall be subject to the same terms and conditions as the Contractor. The Contractor shall be fully responsible for the performance of any subcontractor.
- 5.14 Contract Assignability: Without the prior written consent of the Plan Sponsor, the Agreement is not assignable by the Contractor either in whole or in part.
- 5.15 Licenses and Permits: The Contractor shall ensure that it has all necessary licenses and permits required by the laws of federal, state, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses and permits in effect for the duration of this Agreement. The Contractor will notify the Plan Sponsor immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.
- 5.16 Conflict of Interest: The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, agents or subcontractors and the Plan Sponsor. The Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- 5.17 Improper Consideration: The Contractor shall not offer or be forced to provide (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee, group of employees, or agent of the Plan Sponsor in an attempt to secure favorable treatment or consideration.
- 5.18 Indemnification: The Contractor agrees to indemnify and hold the Plan Sponsor, its officers, employees and agents harmless from any loss, liability, claim, suit or judgment resulting from work or acts done or omitted by the Contractor's officers, employees or agents in carrying out the Contractor's responsibilities as set forth in this Agreement to the proportionate extent that it results from the negligence or wrongdoing of the Contractor or any of its officers, employees or agents. The Contractor agreements to indemnify shall not extend to any injury or damage which results from the Contractor's reliance on information transmitted by the Plan Sponsor.

The Plan Sponsor agrees to indemnify and hold the Contractor, its officers, employees and agents harmless from any loss, liability, claim, suit or judgment resulting from work or acts done or omitted by the Plan Sponsor's officers, employees or agents in carrying out the Plan Sponsor's responsibilities as set forth in this Agreement to the proportionate extent that it results from the negligence or wrongdoing of the Plan Sponsor or any of its officers, employees or agents.

- 5.19 Insurance: During the term of this Agreement, the Contractor shall maintain Comprehensive General Liability insurance with limits of not less than one million dollars, as well as automotive and Workers' Compensation insurance policies. Also, the Contractor shall maintain Professional Liability in the amount of not less than five million dollars. A Certificate of Insurance evidencing said coverage shall be provided prior to commencement of performance of this Agreement. Throughout the term of this Agreement, the Contractor shall provide upon request an updated Certificate of Insurance upon expiration of the current Certificate.
- 5.20 Right to Monitor: The Plan Sponsor or any appointee thereof, shall have the right to review and audit all records, books, documents, and other pertinent items as requested, and shall have the right to monitor the performance of the Contractor in the delivery of services provided under this Agreement. Full cooperation shall be given by the Contractor in the implementation, and in any auditing or monitoring conducted.
- 5.21 Confidentiality: The Contractor acknowledges that all information made available by the Plan Sponsor about its employees shall be considered confidential. The Contractor agrees that it will not distribute, disclose or release to any third party any such confidential information except as may be necessary to the performance of services hereunder either during or at any time after the term of the Agreement, upon the prior written approval of the Plan Sponsor or as otherwise required by law.

Section 6. RFP and RFP Response

- 6.01 RFP and RFP Response: Incorporation by Reference: Orange County Sanitation District Request for Proposal dated August 4, 2008 and ILIAC's responsive proposal date September 10, 2008, as supplemented by ILIAC's response to the Finalist Interview: Issues and Questions dated October 24, 2008, as subsequently signed by all parties, (collectively the "RFP Response") are hereby incorporated by reference and made a part of this Agreement. ILIAC agrees that it will comply with all obligations undertaken in the RFP Response.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement (including all referenced and attached Schedules and Appendices) to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

ORANGE COUNTY SANITATION DISTRICT

ING LIFE INSURANCE AND ANNUITY COMPANY

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

ING FINANCIAL ADVISERS, LLC

By: _____

Printed Name: _____

Title: _____

Orange County Sanitation District 457(b) Deferred Compensation Plan
Schedule A: Scope of Contractor Services

For purposes of this Schedule, all references to “participant” are intended to apply equally to all account holders under the Plan. This includes participants, beneficiaries and alternate payees.

1. The one-time preparation and implementation of a Plan-specific product and service conversion or transition schedule which shall include notice to all Plan participants.
2. The initial installation of overall Plan records and individual Plan participant records.
3. The development of Plan enrollment materials.
4. Conducting introductory on-site education and enrollment meetings for employees.
5. Ongoing allocation of Plan contributions to individual participant accounts, and reconciliation of Plan and participant activity on a daily basis.
6. Ongoing maintenance of participant beneficiary designations, including a solicitation of current participant beneficiary designations, unless otherwise mutually agreed to.
7. Ongoing maintenance, recordkeeping of individual participant account records and processing in a timely manner of all transactions permitted under the Plan as authorized or approved by the Plan Sponsor. Any delegation of the Plan Sponsor’s role of authorizing or approving transactions under the Plan to the Contractor will be as directed later within this Schedule or other written instrument between the parties.
8. Ongoing provision to the Plan Sponsor of periodic Plan reports, as mutually agreed to.
9. Ongoing provision of necessary tax forms on a timely basis to participants who received taxable distributions during the previous year.
10. Ongoing provision of licensed representatives to perform enrollment and education services, and to assist participants with account balance inquiries, investment selection changes, interfund transfers or exchanges, and transaction initiation.
11. Ongoing provision of employee enrollment and education services, including the provision of communication packages which includes the necessary information for employees to enroll and make investment choices. Establish and maintain an electronic interface with the Plan Sponsor for changes to the participant’s contribution amount or rate, as proved in Appendix III to Schedule A.
12. Access to customer service representatives via a toll free telephone line to respond to Plan participant inquiries, provide information about participants’ accounts and investment options and to distribute administrative forms.

13. Access to an automated voice response system via toll free telephone lines, through which participants may obtain updated account and investment information and initiate transactions permitted under the Plan.
14. Access to a customized internet site, through which participants may obtain updated account and investment information, and initiate transactions permitted under the Plan including electing a new contribution amount or rate and designating a beneficiary(ies) under the Plan.
15. Incoming Rollovers / Transfers
Ongoing review and processing of participant-initiated incoming rollover or transfer requests, on behalf of the Plan Sponsor, shall be based on mutually acceptable procedures for the review, and processing of these types of requests. Incoming rollover and transfer requests determined to be in Good Order will be processed on the same business day as the assets are received by the Contractor.

At the Plan Sponsor's direction, participants who have had a request denied shall be given the opportunity to appeal to the Plan Sponsor for review and final disposition of the determination.

16. Unforeseeable Emergency Withdrawal
Ongoing review and processing of participant unforeseeable emergency withdrawal requests on behalf of the Plan Sponsor, based on the standard for the review, qualification and processing of these withdrawals as provided in Appendix I to Schedule A.

The Contractor will make a determination (approval / denial) within 5 business days of receipt of the request, and supporting documentation, in Good Order. If the request is approved, the request will be processed as of the date of favorable determination; with payment being mailed or made available electronically through ACH no later than 3 calendar days following the date of favorable determination.

The Contractor is responsible for IRS penalties associated with the improper administration of Unforeseeable Emergency withdrawals.

17. Domestic Relations Order Administration
Ongoing review and processing of Domestic Relations Orders (DRO) on behalf of the Plan Sponsor, based on the standard for the review, qualification and processing of DROs as provided in Appendix II to Schedule A.

The Contractor will make a determination within 5 business days of receipt of the domestic relations order in Good Order. If the request is approved, the request will be processed as of the date of favorable determination.

If the domestic relations order is not received in good order, the Contractor will work with the respective parties until the order is presented in Good Order.

18. Benefit Payment Authorization

Ongoing review and processing of participant-initiated benefit payment requests (including annuity payments and death benefits) due to participant's separation from service or death, on behalf of the Plan Sponsor, based on mutually acceptable procedures for the review, qualification and processing of these requests. The Plan Sponsor is responsible for providing the Contractor with any and all participant termination data in the mutually agreed upon electronic format, within a reasonable time period following the participant's separation from service or death. The Contractor may not make the applicable benefit payment request paperwork available to the participant until the termination data is received from the Plan Sponsor in Good Order.

Benefit payment requests are processed as of the date received in Good Order; with payment being mailed or made available electronically through ACH.

At the Plan Sponsor's direction, participants who have had a withdrawal request denied shall be given the opportunity to appeal to the Plan Sponsor for a review and final disposition of the benefit determination.

19. Access to counseling by licensed agents or representatives for Plan participants, who are retiring or otherwise requesting a benefit payment from the Plan, based on mutually acceptable standards.
20. Ongoing processing of Required Minimum Distributions ("RMD") in accordance with the rules of Code Section 401(a)(9) for eligible Plan participants and their beneficiaries as follows:
 - (a) Participants: In the absence of an affirmative election or instructions received in Good Order from the Participant on an annual basis for receiving the RMD, the Contractor is directed by the Plan Sponsor, to calculate the RMD amount. The Contractor shall calculate the RMD in the following manner.
 - i. For Participants with either (1) no beneficiary, (2) a non-spouse beneficiary, (3) a spouse beneficiary without a date of birth, or (4) a non-individual beneficiary (e.g., charitable organization), calculate the current year RMD by dividing the account balance on 12/31 of the prior year by the distribution period under the Uniform Lifetime Table using the Participant's age on 12/31 of the current year.
 - ii. For Participants with a spouse beneficiary more than 10 years younger than the Participant, calculate the current year RMD by dividing the account balance on 12/31 of the prior year by the combined life expectancy factor under the Joint and Last Survivor Table using the ages of the Participant and the spouse beneficiary on 12/31 of the current year.
 - (b) Beneficiary(ies): In the absence of an affirmative election or instructions received in Good Order from the beneficiary (ies), the Plan Sponsor directs the Contractor to calculate the RMD amount in accordance with Code Section 401(a)(9) provided the Contractor has received in Good Order proper

notification of the Participant's death and complete beneficiary(ies) information (including the complete name and address of the beneficiary(ies)). In situations where the life expectancy rules are not available for the calculation of the RMD either because the Contractor has not received the requisite information by the date for issuing RMD payments or the beneficiary is not entitled to receive RMD under the life expectancy rules, the Plan Sponsor directs the Contractor to apply the five-year payout rule and force out a lump sum by December 31st of the fifth year following the year of the Participant's death.

The Plan Sponsor acknowledges that the Contractor shall not be responsible for any tax penalties or excise taxes the Plan Sponsor, Plan Participants, or beneficiaries may incur as a result of the Contractor's failure to calculate the RMD amount where the failure is due to the Plan Sponsor's, the Plan Participant's or the beneficiaries' failure to provide the required information in a timely manner.

21. Ongoing facilitation of communications between the Contractor, the Plan Sponsor and the Plan participants based on mutually acceptable guidelines.

Orange County Sanitation District 457(b) Deferred Compensation Plan

Appendix I to Schedule A:

Unforeseeable Emergency Withdrawal Review and Approval Requirements

The Contractor is responsible for the ongoing review and processing of participant unforeseeable emergency withdrawal requests on behalf of the Plan Sponsor. The Contractor's process is based on the following procedures for the review, qualification and processing of these withdrawals under 457(b) deferred compensation plans.

To request an unforeseeable emergency withdrawal, a participant must complete the relevant paperwork and provide the appropriate documentation to support the request.

The Contractor will review the request to determine whether it satisfies the IRS and Plan requirements for an unforeseeable emergency. Specifically, an unforeseeable emergency means extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant including:

- severe financial hardship of the participant resulting from an illness or accident of a participant, the participant's spouse or of a participant's dependent (as defined in Code Section 152(a))*;
- loss of the participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance); or
- other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

*Effective in 2007, the Pension Protection Act of 2006 expanded this definition to include the participant's designated primary beneficiary.

In its evaluation, The Contractor will limit the withdrawal to the amount reasonably necessary to satisfy the emergency need, which may include any amounts necessary to pay Federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. In addition, a withdrawal shall be allowed only to the extent that such emergency is or may not be relieved through: 1) reimbursement or compensation from insurance or otherwise; 2) liquidation of the participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship; or 3) cessation of the participant's deferrals under the Plan.

The determination of whether a request qualifies as an unforeseeable emergency will be based on all the facts and circumstances of the participant's specific situation. While it is a subjective decision, the Contractor's process incorporates three underlying principles: consistent application of the IRS rules to similar situations; decisions must be reasonable and not arbitrary; and when there is a close call, we err on the conservative side.

The Contractor takes this review process very seriously and understands the importance of consistently administering the IRS and Plan requirements. The Contractor recognizes that failure to do so, and thus treating the Plan like a savings account, can result in adverse tax consequences to the participant and to the Plan.

Withdrawal requests will be reviewed in a timely manner. For requests which are approved, The Contractor will process the withdrawal as of the date of the approval. A

participant, who has had a withdrawal request denied because of insufficient documentation, can resubmit his or her request to the Contractor for re-review with all applicable documentation.

A participant whose request has been denied after submission of all relevant documentation has the opportunity to appeal the decision to the Plan Sponsor.

Appeals of Denied Requests

The Plan Sponsor is the final authority for review of any withdrawal requests which have been denied by the Contractor.

- A participant desiring to appeal the Contractor's decision must submit the appeal to the Plan Sponsor or its designee within 30 days of receipt of the denied request. The participant must document in a letter the reason he or she feels the request should be reevaluated and why the circumstances qualify as an unforeseeable emergency.
- Appeals must include all documentation submitted with the original request to the Contractor; the Contractor's determination letter and any additional supporting documentation not previously submitted.
- The Plan Sponsor will review a participant's request within 30 business days of the date of receipt of an appeal request.
- In reviewing the original decision, the Plan Sponsor will review the specific facts and circumstances of the participant's situation, the Contractor's analysis and the applicable IRS and Plan requirements. The Plan Sponsor's focus is on ensuring that the Contractor's decision was made in accordance with all of the IRS and Plan guidelines, as summarized above. In its appeal review, the intent of the Plan Sponsor is not to be more lenient than the law requires as this would jeopardize the favorable tax treatment for the participant and the Plan.
- The Plan Sponsor or its designee shall provide written notification to the participant, with a copy to the Contractor, as to whether its decision is to affirm the Contractor's original decision to deny the request, or reverse that decision and approve the participant's request.
- The Plan Sponsor's decision shall be binding on the participant, and he or she shall have no further ability to have the Plan Sponsor's decision overturned.

Orange County Sanitation District 457(b) Deferred Compensation Plan
Appendix II to Schedule A:
Domestic Relation Order
Review and Approval Requirements

For a domestic relations order to meet the Contractor's good order processing standards, the order must meet the following requirements regardless of the type of plan. Certain governmental plans are subject to less stringent requirements in the determination of whether a domestic relations order is considered "qualified." In addition, certain state rules may be imposed on domestic relations orders by statute.

1. The order must be an original or a court-certified copy of the original, signed by the judge or clerk of the court. A fax or a photocopy cannot be accepted in order to meet Contractor's good order standards.
2. The order must create or recognize the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable with respect to a participant under the plan.
3. The order must constitute a judgment, decree or order (including approval of a property settlement agreement) that relates to provisions of child support, alimony payments or property rights to a spouse, former spouse, child or other dependent of a participant, made pursuant to a state domestic relations law (including a community property law).
4. The order must clearly and unambiguously name each plan to which the order applies.
5. The order must clearly specify the name and last known mailing address of the participant and each alternate payee covered by the order. (If the alternate payee is a minor or is legally incompetent, the order must include the name and address of the alternate payee's legal representative.)

The order should identify the social security number and date of birth of the participant and each alternate payee covered by the order. If State or local law prevent the inclusion of such information in the court order, this data must be provided to ING, in writing, by the party that drafts the court order, in order for good order processing standards to be met.

6. The order must include the amount or percentage, or the manner in which the amount or percentage is to be determined, of the participant's benefits to be paid by the plan to each alternate payee. The calculation of this amount must be very clear and not subject to interpretation. If the amount ordered to be paid to the alternate payee's account is at all ambiguous, then the order cannot be accepted.
7. The order must be **specific** with respect to the dollar amount or percentage of the participant's benefit to which the alternate payee is entitled. The order must specify the **exact date** as of which the account should be valued. Participant accounts are

valued each day the New York Stock Exchange is open under Contractor's processing standards.

8. The order must provide that the calculation of the amount of the participant's benefit to which the alternate payee is entitled to be readily calculable and according to records currently available to the Contractor. Pursuant to this requirement, the Contractor will not accept any order that requires calculations prior to the time the Contractor began providing services to the plan, unless the actual financial records necessary to make such calculation are provided to the Contractor.
9. If the order specifies a dollar amount to be paid to the alternate payee, such amount may not exceed the participant's vested balance in the plan. Amounts payable to an alternate payee shall be **distributed proportionately** from the participant's account with the Contractor. Account values fluctuate with market conditions, if the dollar amount specified is above the current balance, the request may be rejected.
10. A plan may specify a date as of which QDROs are allowed under the plan (such as orders dated after a specified date, e.g., January 1, 2002). Court orders which pre-date the allowance of QDROs under the plan may not be accepted.
11. The order must not require the plan to provide any type or form of benefit, or any option, not otherwise provided under the plan.
12. The order must not require the plan to provide increased benefits (determined on the basis of actuarial value).
13. The order must not require any payment of benefits to an alternate payee that is required to be paid to another person under any court order.
14. The order must not provide for tax treatment of the account other than as required under federal law and regulations.
15. If earnings prior to the effective date are also to be segregated on behalf of the alternate payee, the attorney representing the participant must provide the actual financial records necessary to make such calculation, if such records are not available to the Contractor.

When the Contractor receives a signed Domestic Relations Order (DRO), or is notified that a legal action is pending in which a DRO will be sought, the Contractor will place an administrative hold on the participant's account. During this period, the participant will be restricted from taking a distribution or loan until the QDRO has been processed.

Orange County Sanitation District 457(b) Deferred Compensation Plan
Appendix III to Schedule A:
Contribution Rate Change Service

This service allows participants to make contribution rate changes via the Contractor's Participant internet site. Please note it is your responsibility to notify ING of terminated employees. Contribution rate changes are allowed in fractional percentages greater than 1 percent.

The Plan Sponsor elects to utilize the Contractor's Contribution Rate Change service in accordance with the following criteria (*please check*).

Minimum and Maximum Contribution Amount / Rate:

Pursuant to the Plan document, indicate the minimum and maximum contribution amount or rate a participant can elect.

Employee elective deferral contributions	Minimum <u>N/A</u> \$	Maximum <u>N/A</u> \$
	Minimum <u>N/A</u> %	Maximum <u>N/A</u> %

If applicable, indicate the maximum total contribution percentage allowed %

If you have elected the Contribution Rate Change service feature, please provide the minimum and maximum percentages in your plan:

Electronic File Delivery:

The Contractor will provide contribution rate reporting data through an automated process. Please select **one** of the following delivery types (*required*):

Email: Contractor will send files to a specified recipient in an encrypted format and access information will be provided. Please provide the email address:

FTP (File Transfer Protocol): Contractor will send files via FTP. Please provide the FTP delivery address, ID and password:

FTP Delivery Address: ftp:// _____

FTP ID: _____

FTP Password: _____

Sponsor Web/Archive: Plan Sponsor will obtain reporting data through the Contractor's plan sponsor internet site.

The Contractor will send electronic contribution rate reporting data based on the information selected above until a change is provided, in writing, by the Plan Sponsor.

Reporting Frequency:

The Contractor will provide the automated contribution rate reporting data on the frequency that best meets the needs of the Plan Sponsor. Please select **one** of the following delivery types (*required*):

- Monthly (*indicate preferred day*): _____
- Semi-Monthly (*indicate preferred days*): _____
- Bi-weekly
- Quarterly
- Weekly
- Semi-Annually

Please provide the first date the report is required. Future reports will be based on this date and the frequency selected above (*mm/dd/yyyy*): 06/08/2009

Orange County Sanitation District 457(b) Deferred Compensation Plan
Schedule B: Loan Program

Terms of Contractor's Loan Program ("Loan Program"):

- **Types of Loans Permitted** – select all that apply.
 - General Purpose
 - Residential
- **Maximum number of loans that may be outstanding at any time.**
 - 2 General Purpose
 - 1 Residential
- **Minimum Loan Amount** - Indicate the minimum loan amount pursuant to this Loan Program \$1,000.00.
- **Maximum Loan Amount** - the maximum amount of a loan made pursuant to this Loan Program shall be an amount which, when added to the outstanding balance of any other loans to the participant from the Plan and any other qualified plan of the Employer, does not exceed the lesser of:
 - (i) \$50,000 reduced by the excess (if any) of
 - a) the highest outstanding balance of loans from the Plan to the participant during the one year period ending on the day before the date on which such loan is made, less
 - b) the outstanding balance of loans from the Plan to the participant on the date on which such loan was made, or
 - (ii) one-half (1/2) of the present value of the non-forfeitable accrued benefit of the participant under the Plan.
 - For purposes of this limit, all plans of the Employer shall be considered one plan, to the extent required by Section 72 of the Internal Revenue Code, and the balance of all loans under any plan of the Employer under which the individual participates must be aggregated in determining the maximum loan available from the Plan. The Employer will be responsible for confirming the accuracy of the loan amount available for participant and has an outstanding loan balance with an Employer sponsored plan that is not administered by ING.
 - All assets under the participant's Account with the Contractor will be considered in determining the maximum loan amount available.
 - Loan fee shall be deducted from the participant's total account balance before determining the maximum loan amount available.
- **Loan Interest Rate** – the interest rate used for loans from your Plan must be commensurate with interest rates currently charged by persons in the business of lending money for loans which would be made under similar circumstances. Select **one** of the following options:
 - The Contractor will set the loan interest rate on the first business day of each calendar month following the month in which a change in the loan interest rate index occurs. Changes to the loan rate will be applicable to loans issued on or after the first business day of the month following the month in which the rate is

changed. The index for establishing the loan interest rate for the Plan is as follows. Select **one** of the following options:

- The Prime Interest Rate published in the Wall Street Journal on the last business day of any month.
- Moody's Corporate Bond Yield Average – Monthly Average Corporates, as published by Moody's Investors Service, Inc. on the last business day of any month.

The following adjustment factor is to be added to the indexed interest rate for loans issued under the Plan. Select **one** of the following options.

- No adjustment
- 0.5% (one-half percent)
- 1.0% (one percent)
- 1.5% (one and one-half percent)
- 2% (two percent)
- 2.5% (two and one-half percent)
- Other (specify)* _____

* Subject to the Contractor's underwriting review and approval.

- Plan Sponsor will set, and provide the Contractor with, the loan interest rate. If the Plan Sponsor fails to submit an update, the Contractor will administer loans in accordance with the latest interest rate provided by the Plan Sponsor. Select **one** frequency.
 - Monthly
 - Quarterly
 - Semi-Annually
 - Annually

- **Loan Repayment Frequency** - The loan repayment frequency will be used to amortize the loan and calculate loan repayments. Select only **one** frequency.
 - Monthly
 - Semimonthly
 - Biweekly
 - Weekly – *Additional fees may apply*
- **Prepayment** - Prepayment of the full loan amount will be allowed at any time, without penalty. One partial loan prepayment is permitted for each outstanding loan.
- **Maximum loan repayment period**
 - General Purpose 60 months (maximum of 60 months.)
 - Residential 240 months (maximum of 240 months.)
- **Investment of Loan Repayments** - Loan repayments will be allocated in accordance with the participant's current contribution investment allocation instructions on the date a loan repayment is received in good order.
- **Loan Default Restrictions** - If the participant defaults on any loan under the Plan, the participant shall not be allowed to initiate another loan of that type under the Plan until the defaulted amount is repaid.
- **Loan Fee** - The Contractor shall charge a one-time fee to the Participant at the time of loan for services rendered under this Loan Program, in the amount of \$100 per loan.

- **Money Source Withdrawal Sequence** – A withdrawal or liquidation sequence for money sources available to fund a loan must be identified. Omit from the sequence the money-sources that are not available to fund a loan. *The default sequence for a governmental 457(b) plan is shown below – if no changes are made, this is the withdrawal sequence that will apply to loans issued under the Plan.*

<u>1st</u>	Employee Elective Deferrals
<u>2nd</u>	Rollovers from another 457 Plan
<u>3rd</u>	Rollovers from a 401 or 403(b) Plan or IRA
_____	Other (Please specify) _____
_____	Other (Please specify) _____

- **Fund Withdrawal Sequence** – money will be withdrawn from participant investment options on a pro-rata basis.
- **Spousal Consent** – indicate if spousal consent is required for loans from the Plan
 Yes
 No
- **Loan Authorization** – indicate who will be responsible for authorizing loan disbursements. Select **one** of the following options:
 Authorized Plan Sponsor representative
 the Contractor, based on the loan provisions of the Internal Revenue Code Section 72(p), corresponding regulations and terms of the Loan Program as identified in this Schedule.
- **Paperless Loan Processing** – This is an optional service that allows Plan participants to initiate general purpose loans through a toll-free customer service line and receive a check directly from the Contractor without completing loan request paperwork. The loan provisions (Promissory Note and Truth and Lending Disclosure) are included on the check remittance. By endorsing the check, the participant accepts the terms of the loan.

Paperless loan processing service is not available if the Plan requires additional qualifying criteria for loans (e.g., hardships or unforeseeable emergency) or if the Plan requires spousal consent for loan requests. This service is not available for residential loan requests.

Select **one** of the following options:

- Not applicable
- Applicable

- **Loan Request Notification** – The Contractor will provide the Plan Sponsor with a daily report, accessible from the internet, of those Plan participants that have request a loan package from the Contractor within the previous 90 days.
- **Loan Monitoring** – select **one** of the following options:
 Quarterly loan monitoring by the Contractor – the loan default process will occur only on four specific days per year, i.e., the last business days of each calendar quarter. This schedule allows us to more effectively monitor and take action on loans that risk default. If you elect this option, you agree that the grace period on all existing and future loans will be the last business day of the calendar quarter following the calendar quarter in which the loan repayment was due. You also

agree to have the Contractor actively monitor and alert participants of potential loan defaults and defaulted loans.

- Ongoing loan monitoring by the Plan Sponsor – If you elect this option, you agree to monitor loans and direct the Contractor on actions to be taken regarding missed loan payments. It is your responsibility to notify the Contractor when a loan is to be defaulted. It is your responsibility to alert participants of potential loan defaults and defaulted loans. The grace period to be used to administer all existing and future loans will be as noted below. Select **one** of the following options.
 - _____ months (cannot extend beyond the end of the quarter following the quarter the loan payment was missed.)
 - The end of the quarter following the quarter the loan payment was missed.

- **Trust Requirement** - Loans extended under this Loan Program will be held in trust by ING National Trust.

Plan Sponsor Responsibilities:

- Ensure the Plan document and any applicable state/local law allows for loans to be administered in accordance with the terms of this Loan Program.
- The Plan Sponsor will inform the Contractor of the any change to the provisions of the Loan Program (and thus the criteria for approving loans under the Plan) as identified in this Schedule.
- Notify the Contractor of any participant with an outstanding loan who begins a leave of absence, either bona fide (for a period of not more than one year) or due to uniformed service (military duty) and for whom suspension of loan repayments will apply.

Contractor Responsibilities:

- The Contractor will set the interest rate to apply to loans issued under the Plan. Such rate will be determined monthly for new loans. A loan will be processed using the rate in effect when the loan request package is sent to the Participant. The loan request package and interest rate will be valid for a maximum of 30 days. The Contractor will reset the loan interest rate as indicated in the Loan Interest Rate section above. The rate will apply for the duration of the loan.
- Process loans from a participant's account in accordance with the terms of the Loan Program and the loan request package.
- Deduct the loan amount from the participant's account based on the Money Source Withdrawal Sequence selected above, on a pro-rata basis across all current investment options within the participants account or such other method as agreed upon between Contractor and the participant.
- Furnish quarterly reports to the Plan Sponsor showing participant loan activity.
- Furnish participants with quarterly account statements, reflecting loan activity since the prior statement date.
- Process loan repayments made by directly by participants to the Contractor. Contractor will accept checks and, upon completion of the Contractor's scheduled development, payments via Automated Clearing House (ACH).

- Upon notice from Plan Sponsor that a participant with an outstanding loan is on a qualifying leave of absence, loan repayments may be suspended for the maximum period permitted under IRS rules. Currently, IRS rules permit loan repayments to be suspended in the following circumstances:
 - A participant on a bona fide leave may suspend payments for up to one year if the pay received by the participant during this period is less than the amount of the installment payments required under the terms of the loan. However, the loan must still be repaid by the end of the loan term (i.e., the period of suspension will be less than one year if the loan was within one year of the final payment due date when the leave began).
 - A participant on a leave of absence due to performance of the uniformed services (as described under Internal Revenue Code Section 414(u)), may elect to suspend loan repayments for the period of uniformed service. In this situation, upon the participant's return from uniformed service, the loan repayment period will be extended by a period equal to the length of the uniformed service.
- The Contractor will monitor loan repayments and perform default processing if a scheduled loan repayment is not received by the end of the grace period allowed for payment as defined in the Promissory Note and Security Agreement. Should this occur, the entire loan will be in default. At the beginning of each calendar quarter, we will generate a warning letter to any participant who has missed a loan repayment in the previous quarter. The letter will describe the implications of missing a loan repayment and the date on which the loan will be defaulted unless a repayment prior to the end of the grace period. At the same time, we will generate loan reports noted below and include them in the package of sponsor reports mailed on a quarterly basis.
 - Report of all loans and loan repayments during the previous quarter.
 - Report of all defaulted loans during the previous quarter.
 - Report of all loans for which a repayment was missed during the previous calendar quarter. These loans are potential defaults for the end of the upcoming calendar quarter. **The report would represent a list of all the letters sent to participants who missed a loan repayment during the previous quarter.**

One month prior to the end of each calendar quarter, we will mail warning letters to participants who have missed a loan repayment in the preceding calendar quarter. The letter would again explain the implications of a missed loan repayment.

On the last business day of the calendar quarter we will default any loan in which the grace period expires that day. A confirmation letter will be sent to participants for whom a loan default is processed.

- Compute and withhold federal and state income taxes, as required by law, for loan defaults or withdrawals from the Plan in order to repay outstanding loan amounts in full, in accordance with the Internal Revenue Code and applicable guidance. The Contractor will forward, within the applicable time limit, the appropriate information return reflecting the amount of the defaulted loan disbursement and taxes withheld to the appropriate taxing authority and to the participant.

Orange County Sanitation District 457(b) Deferred Compensation Plan
Schedule C: Administrative Requirements

For purposes of this Schedule, all references to “participant” are intended to apply equally to all account holders under the Plan. This includes participants, beneficiaries and alternate payees.

1. Participant account statements and Plan Sponsor reports shall reflect accurate information with regard to contributions, allocations, earnings and withdrawals.
2. Under normal circumstances and unless otherwise authorized by the Plan Sponsor; participant quarterly statements shall be mailed within 10 business days of the end of a calendar quarter.
3. Information on payout options, including a notice which satisfies the requirements of Internal Revenue Code Section 402(f), will be made available to participants through the internet or a toll free telephone number. Additionally, upon a terminated Participant’s request, a licensed representative will provide to the Participant education and assistance on the available payout options.
4. Contributions determined to be in Good Order on any day that the New York Stock Exchange is open (a "Business Day"), and prior to the close of the exchange, shall be applied to the appropriate account on that day's close of business of the New York Stock Exchange. Contributions received at any other time will be applied to the appropriate account on the next succeeding Business Day. Written confirmation of receipt and deposit will be provided to the Plan Sponsor or its designee by mail. The Contractor shall notify the Plan Sponsor or its designee by telephone within two business days of discovery of transactions received not in Good Order. If after 5 business days, transactions remain not in Good Order, the Contractor will require the Plan Sponsor to provide written consent for the Contractor to continue holding the amount of the contributions related to the not in Good Order transactions in a non-interest bearing suspense account. If after 14 business days, the transactions remain not in Good Order, the amount of the contributions received not in Good Order will be refunded to the Plan Sponsor.
5. All correspondence and marketing materials written specifically for the Plan Sponsor, the Plan participants and the Plan Sponsor’s employees shall be provided to the Plan Sponsor or its designee for approval prior to the scheduled date of publication or distribution.
6. A calendar year-end report shall be delivered to the Plan Sponsor, by March 31st of the following year. Such report shall be prepared for the Plan and shall include:
Investment Performance;
 - Asset Allocation by Investment Option;
 - Investment Option Summary by Asset Class;

- Asset Distribution by Participants Age;
- Historical Assets;
- Contributions/Deferrals by Asset Class;
- Contributions/Deferrals by Investment Option;
- Historical Contributions/Deferrals;
- Investment Diversification;
- Participant Demographics (Age & Gender);
- Participation Levels;
- Participant Service Utilization;
- Communication Update

Orange County Sanitation District 457(b) Deferred Compensation Plan
Schedule D: Performance Standards

10.1. Transition Services (period from formal approval to fund transition)	
<p>A. Pre-Transition Services Standard: Assure attendance at finalist meetings by representatives who will provide direct transition and ongoing services. Date: Finalist Meeting Guarantee: N/A</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>B. Standard: Answer phone calls from employer contact designee within 24 hours and propose method of measuring standard. Date: Transition Period. Guarantee: \$100 per incident for failure to return phone calls from employer contact designee within 24 hours.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>C. Standard: Provide draft, customized contract (incorporating agreed-upon, proposed services). Date: 30 Days after formal approval by OCSD. Guarantee: \$1,000.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>D. Standard: Respond, in writing with a copy to the employer, to phone or in-person complaints within 5 business days. Date: Transition Period. Guarantee: \$100 per incident of failure to respond to complaint within specified time.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>E. Standard: Comply with Sarbanes-Oxley Act requirements regarding notification of blackout period. Date: Transition period. Guarantee: \$1,000 plus the equivalent of any penalties that would be assessed.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>F. Standard: Finalize and publish performance standards and guarantees. Date: Provide final copy to employer within 30 days of being selected by employer. Guarantee: \$500</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>G. Standard: Provided agreed upon training to employees and retirees within transition period. Date: Transition period. Guarantee: \$1,000</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
10.2. Transition Exit (period from notification of non-renewal to fund transition)	
<p>A. Standard: Upon termination, provide: 1) last four quarters of transaction reports, 2) current account balances, 3) past 12 months distribution and deferral information and 4) loan or other outstanding payment amounts. Date: Within 30 business days after termination, provide report on disk, tape or internet. Guarantee: \$1,000 for initial failure to provide and \$500 per day thereafter.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>B. Standard: Upon termination, provide information as described in Section 8 on disk, tape or internet. Date: Within 30 days of request.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed

<p>Guarantee: \$1,000 on failure to provide information within timeframe.</p>	
<p>10.3. Customer Services</p>	
<p>A. Standard: Telephone calls to service center(s) will be answered within 90 seconds 90% of the time. (Propose method of measuring standard). Date: Transition Period. Date: Quarterly summary / review due before the end of the month following the quarter. Guarantee: \$1,000 per year for failure to meet annual, calendar year average.</p>	<p><input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed</p>
<p>B. Standard: Participant statements will be mailed within 10 business days after quarter-end. Date: Quarterly. Guarantee: \$5 per participant per quarter for each statement postmarked after 10 business days.</p>	<p><input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed</p>
<p>C. Standard: Finalize customized web within parameters specified in 5.2B site providing hot link between employer and provider websites and draft participant communication advertising site content and way to access. Date: Due 60 days after implementation. Guarantee: \$500 for failure to provide live web site and participant announcement by end of 3rd month after implementation.</p>	<p><input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed</p>
<p>D. Standard: Process investment fund transfers, contribution reconciliation and posting within one business day and propose method of measuring standard. Date: Annual report due 31 days after each 12 month period from fund transition. Guarantee: Maximum \$1,000 for failure to meet agreed-upon standard.</p>	<p><input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed</p>
<p>E. Standard: Process hardship distributions, rollover requests, in-service distributions, retiree distribution requests within 5 working days of acceptable documentation and propose method of measuring standard. Date: Annual summary of performance by provider. Guarantee: \$1,000 annually for failure to meet standard in 90% of actions.</p>	<p><input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed</p>
<p>F. Standard: Review plan documents for legal, legislative compliance, identify policy issues between employer and provider and summarize, in writing, any recommended changes to documents. Date: Within 180 days of fund transition and annually thereafter. Guarantee: \$500 for failure to provide each written summary.</p>	<p><input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed</p>
<p>G. Standard: Review investment policy and summarize, in writing, any recommended changes. Date: Annually with fund evaluation results. Guarantee: \$500 for failure to provide review / summary within specified timeframe.</p>	<p><input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed</p>
<p>H. Standard: Provide written proposal of services and draft plan for ongoing participant communication utilizing</p>	<p><input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet</p>

<p>internet educational resources (e.g. internet or computer based training). Date: Within 180 days of fund transition. Guarantee: \$500 for failure to provide proposal within timeframe.</p>	<input type="checkbox"/> Will exceed
10.4 Reports	
<p>A. Standard: Provide written summary of Quarterly Reports (as described in Section 7.2) to employer. Date: Mailed within 30 days of quarter-end. Guarantee: \$500 per failure to provide reports by specified date.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>B. Standard: Provide written draft proposal for recommended reports that will be available to employer online (internet) including proposed access protocols. Date: Within 90 days of fund transition. Guarantee: \$500 for failure to provide written draft proposal within specified time.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>C. Standard: Provide written Plan / Participant Enhancement Services (as described in Section 7.5) to employer. Date: Annual Summary at time of Investment Review. Guarantee: \$1,000 per month for failure to provide written report within specified time.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>D. Standard: Conduct training of employer-designated personnel on access to online reports and use of reporting capability. Date: Within 120 days of fund transition Guarantee: \$500 for failure to provide training within specified time.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
10.5. Surveys	
<p>A. Standard: Draft survey. Date: Draft due by end of 4th month after implementation. Guarantee: \$500 if failure to provide draft survey.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>B. Standard: Distribute survey to all plan participants. Date: Distribution by end of 6th month after implementation. Guarantee: \$500 if failure to mail 30 days from date of final agreed upon survey content.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>C. Standard: Analyze survey results, provide executive summary and recommended actions. Date: Complete by end of 8th month after implementation. Guarantee: \$1,000 if Executive Summary and Recommended Actions is not provided within timeframe.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>D. Standard: Repeat survey process steps described above for surveys at 24 and 36 months after implementation. Date: Executive Summary and Recommended Actions due by end of 24th and 36th month after implementation. Guarantee: \$1,000 for failure to provide Executive Summary and Recommended Actions by 24th and 36th month.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>E. Standard: Survey results will average Satisfactory or Above and will be incorporated into Executive Summary and Recommended Actions document. Date: Due by 8th, 24th and 36th month after implementation Guarantee: \$1,000 for any survey results that fail to meet Satisfactory or Above</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed

10.6. Educational Services	
<p>A. Standard: Provide training to all decision-makers and administrative staff on 404(c) requirements. Date: 90 after fund transition. Guarantee: \$500 for failure to provide on-site training within timeframe.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>B. Standard: Propose and schedule first year on-site training sessions and content of training for decision-makers and administrative personnel. Date: Proposal within 90 after fund transition and educational programs quarterly thereafter. Guarantee: \$500 for failure to provide proposed training and \$500 for failure to provide four training sessions in any year of contract.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>C. Standard: Develop and schedule new decision-maker training for employer identified new Committee members or administrative staff. Date: Provide half-day on-site training for identified new personnel within 30 days of notification by OCSD. Guarantee: \$500 for failure to provide training within specified timeframe.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>D. Standard: After implementation, provide mutually agreeable number of educational seminars annually to participants. Date: Within 90 days after fund transition. Guarantee: \$1,000 for failure to provide agreed-upon number of onsite group seminars.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>E. Standard: After implementation, provide newsletters to plan participants regarding plan benefits / issues. Date: Quarterly. Guarantee: Annual \$500 penalty for failure to provider quarterly newsletters</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>F. Standard: Provide representative on site for mutually agreeable number of days per month to meet with plan participants. Date: Monthly. Guarantee: \$1,000 per year in agreed-upon number of days is not provided for 3 or more months.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>G. Standard: Provide draft PowerPoint and / or other communication material for transition specifically proposed for group meetings separated for employees / retirees. Date: 30 Days after formal approval. Guarantee: \$500 for initial failure to provide within 30 days after formal approval and \$500 per day thereafter.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>H. Standard: Draft communication to plan participants describing investment advice services and access. Date: Within 60 days of fund transition. Guarantee: \$500 for initial failure to provide within 60 days after formal approval and \$500 per day thereafter.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
<p>I. Standard: Recommend, in writing, steps provider and employer may take to communicate and coordinate information regarding defined benefits offered through the employer and available fund options. Date: Within 180 days of fund transition.</p>	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed

Guarantee: \$1,000 for failure to provide within specified time.	
J. Standard: Provide one half-day session per quarter to employer decision-making and administrative personnel on mutually agreeable topics. Date: Quarterly. Guarantee: \$250 per quarter if education sessions are not provided.	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
10.7. Miscellaneous Performance Standards / Guarantees	
A. Standard: Provide web site copy listing final agreed-upon Performance Standards / Guarantees. Date: Implementation Date and 30 days after any mutually agreed-upon revisions. Guarantee: \$500 for each failure to provide web-ready document to employer.	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
B. Standard: Provide agreed upon number of written copies of final agreed-upon Performance Standards / Guarantees to employer for distribution. Date: Implementation Date and 30 days after any mutually agreed-upon revisions. Guarantee: \$500 for each failure to provide specified number of copies of final agreed-upon Performance Standards / Guarantees.	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
C. Standard: Provide annual written summary of all Performance Standards / Guarantees categories and results to employer and as a web document for communication to plan participants. Date: 30 days after annual anniversary of implementation. Guarantee: \$1,000 for failure to provide web-ready document within specified timeframe.	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
D. Standard: Recommend, in writing, to employer any modifications / enhancements to Performance Standards / Guarantees. Date: 30 days after annual anniversary of implementation. Guarantee: \$1,000 for failure to provide written recommendations.	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed
E. Standard: Encrypt all laptops and remote computers carrying District participant information and provide written quarterly reports on any compromise of data that occurs. Date: Immediate notification of any data compromise (within 24 hours of provider knowledge of compromise) and quarterly written reports. Guarantee: \$100 for each participant information compromised and/or \$1,000 for each quarter in which report not provided.	<input checked="" type="checkbox"/> Will meet <input type="checkbox"/> Unable to meet <input type="checkbox"/> Will exceed

Orange County Sanitation District 457(b) Deferred Compensation Plan
Schedule E: Plan Investment Options

Stability of Principal

- 9958 ING Stable Value Option
- 0167 ING Money Market Fund - Class I

Bond

- 2540 Loomis Sayles Investment Grade Bond Fund - Class A
- 1500 Pioneer Global High Yield Fund - Class Y
- 1451 Oppenheimer International Bond Fund - Class Y

Asset Allocation / Target Date

- 2199 LIVESTRONG 2015 Portfolio from American Century Investments[®] - Inv Class
- 2200 LIVESTRONG 2025 Portfolio from American Century Investments[®] - Inv Class
- 2201 LIVESTRONG 2035 Portfolio from American Century Investments[®] - Inv Class
- 2202 LIVESTRONG 2045 Portfolio from American Century Investments[®] - Inv Class
- 2203 LIVESTRONG Income Portfolio from American Century Investments[®] - Inv CI

Balanced

- 0788 ING T. Rowe Price Capital Appreciation Portfolio - Service Class

Large Blend / Value / Growth

- 2539 Eaton Vance Dividend Builder - Class A
- 1404 Vanguard[®] 500 Index Fund - Signal[™] Shares
- 2534 Blackrock Equity Dividend - Class A
- 1355 Allianz NFJ Dividend Value Fund - Class A
- 0215 Janus Adviser Series Forty Fund - Class S
- 0572 The Growth Fund of America[®] - Class R-4

Mid-Cap Blend / Growth / Value

- 1599 Fidelity[®] Advisor Leveraged Company Stock Fund - Institutional Class
- 1576 Vanguard[®] Mid-Cap Index Fund - Investor Shares
- 1607 Fidelity[®] VIP Mid Cap Portfolio - Service Class 2
- 2028 RiverSource[®] Mid Cap Value Fund - Class R4

Small Blend / Growth / Value

- 1312 Keeley Small Cap Value Fund
- 1519 Vanguard[®] Small-Cap Index Fund - Investor Shares
- 1571 Royce Value Plus Fund - Investment Class
- 0275 Allianz NFJ Small-Cap Value Fund - Class A

Global / International

- 1308 ING Global Real Estate Fund - Class I
- 1004 Capital World Growth and Income FundSM - Class R-4
- 2538 Allianz NFJ International Value Fund - Class A
- 0936 Lazard Emerging Markets Equity Portfolio - Open Shares

Orange County Sanitation District 457(b) Deferred Compensation Plan
Schedule F: Investment Provider Minimum Standards Disclosure Statement

The following items summarize the minimum administrative requirements required in order for the Contractor to transact with an investment provider on the Plan's behalf:

1. Pricing Deadlines: The investment provider must furnish the Contractor with confirmed net asset value information as of the close of trading (generally 4:00 p.m., Eastern Time) on the New York Stock Exchange ("Close of Trading") on each business day that the New York Stock Exchange is open for business ("Business Day") or at such other time as the net asset value of the fund is calculated as disclosed in the relevant then current prospectus(es) in a format that includes (i) the fund's name and the change from the last calculated net asset value, (ii) dividend and capital gains information as it arises, and (iii) in the case of a fixed income fund, the daily accrual or the distribution rate factor. Such information shall be provided to the Contractor by 6:30 p.m. Eastern Time. "Net" means after all management, service and administrative expenses are deducted.
2. Pricing Error Reimbursements: The investment provider shall agree to hold the Plan harmless for any amounts erroneously credited to participant accounts due to (i) an incorrect calculation of the fund's daily net asset value ("NAV"), dividend rate, or capital gains distribution rate or (ii) incorrect or late reporting of the daily net asset value, dividend rate, or capital gains distribution rate of a fund, by reimbursing the Contractor, on the Plan's behalf. In addition, the fund shall be liable to the Contractor for systems and out of pocket costs incurred by the Contractor in making the Plan's or the participant's account whole, if such costs or expenses are a result of the fund's failure to provide timely or correct net asset values, dividend and capital gains or financial information and if such information is not corrected by 4:00 p.m. Eastern Time of the next Business Day after releasing such incorrect information provided the incorrect NAV as well as the correct NAV for each day that the error occurred is provided. If a mistake is caused in supplying such information, which results in a reconciliation with incorrect information, the amount required to make a Plan's or a Participant's account whole shall be borne by the investment provider providing the incorrect information, regardless of when the error is corrected.
3. Sales Literature: The investment provider will provide to the Contractor at least one complete copy of all prospectuses, statements of additional information, annual and semiannual reports and proxy statements, other related documents, and all amendments or supplements to any of the above documents that relate to the fund promptly after the filing of such document with the SEC or other regulatory authorities. The investment

provider agrees to provide to the Contractor, in electronic format, performance updates and portfolio updates for the fund within 10 business days after the end of each calendar quarter.

4. Advertising: Advertising and literature with respect to the fund prepared by the Contractor for use in marketing shares of the fund to the Plan shall be submitted to the investment provider for review and approval before such material is used with the Plan. The investment provider shall advise the Contractor in writing within three (3) Business Days of receipt of such materials of its approval or disapproval of such materials.
5. Expense Reimbursement: The investment provider shall make available for reimbursement certain out-of-pocket expenses the Contractor incurs in connection with providing shareholder services to the Plan. These expenses include actual postage paid by the Contractor in connection with mailing updated prospectuses, supplements and financial reports to participants, and all costs incurred by the Contractor associated with proxies for the fund, including proxy preparation, group authorization letters, programming for tabulation and necessary materials (including postage).
6. Excessive Trading: The investment provider shall use its best efforts and shall reasonably cooperate with the Contractor to generally prevent any market timing and frequent trading activity under the Plan. See the ING “Excessive Trading” Policy, Attachment I.

Orange County Sanitation District 457(b) Deferred Compensation Plan
Schedule G: ING Excessive Trading Policy

The ING family of insurance companies (“ING”), as providers of multi-fund variable insurance and retirement products, has adopted this Excessive Trading Policy to respond to the demands of the various fund families which make their funds available through our variable insurance and retirement products to restrict excessive fund trading activity and to ensure compliance with Section 22c-2 of the Investment Company Act of 1940, as amended. ING’s current definition of Excessive Trading and our policy with respect to such trading activity is outlined below.

1. ING actively monitors fund transfer and reallocation activity within its variable insurance and retirement products to identify Excessive Trading.

ING currently defines Excessive Trading as:

- a. More than one purchase and sale of the same fund (including money market funds) within a 60 calendar day period (hereinafter, a purchase and sale of the same fund is referred to as a “round-trip”). This means two or more round-trips involving the same fund within a 60 calendar day period would meet ING’s definition of Excessive Trading; or
- b. Six round-trips within a twelve month period.

The following transactions are excluded when determining whether trading activity is excessive:

- a. Purchases or sales of shares related to non-fund transfers (for example, new purchase payments, withdrawals and loans);
 - b. Transfers associated with scheduled dollar cost averaging, scheduled rebalancing or scheduled asset allocation programs;
 - c. Purchases and sales of fund shares in the amount of \$5,000 or less;
 - d. Purchases and sales of funds that affirmatively permit short-term trading in their fund shares, and movement between such funds and a money market fund; and
 - e. Transactions initiated by a member of the ING family of insurance companies.
2. If ING determines that an individual has made a purchase of a fund within 60 days of a prior round-trip involving the same fund, ING will send them a letter warning that another sale of that same fund within 60 days of the beginning of the prior round-trip will be deemed to be Excessive Trading and result in a six month suspension of their ability to initiate fund transfers or reallocations through the Internet, facsimile, Voice Response Unit (VRU), telephone calls to the ING Customer Service Center, or other electronic trading medium that ING may make available from time to time (“Electronic Trading Privileges”). Likewise, if ING determines that an individual has made five round-trips within a twelve month period, ING will send them a letter warning that another purchase and sale of that same fund within twelve months of the initial purchase in the first round-trip in the prior twelve month period will be deemed to be Excessive Trading and result in a six month suspension of their Electronic Trading Privileges. According to the needs of the various business units, a copy of the warning letters may also be sent, as applicable, to the person(s) or entity authorized to initiate

fund transfers or reallocations, the agent/registered representative or investment adviser for that individual. A copy of the warning letters and details of the individual's trading activity may also be sent to the fund whose shares were involved in the trading activity.

3. If ING determines that an individual has used one or more of its products to engage in Excessive Trading, ING will send a second letter to the individual. This letter will state that the individual's Electronic Trading Privileges have been suspended for a period of six months. Consequently, all fund transfers or reallocations, not just those which involve the fund whose shares were involved in the Excessive Trading activity, will then have to be initiated by providing written instructions to ING via regular U.S. mail. During the six month suspension period, electronic "inquiry only" privileges will be permitted where and when possible. A copy of the letter restricting future transfer and reallocation activity to regular U.S. mail and details of the individual's trading activity may also be sent to the fund whose shares were involved in the Excessive Trading activity.
4. Following the six month suspension period during which no additional Excessive Trading is identified, Electronic Trading Privileges may again be restored. ING will continue to monitor the fund transfer and reallocation activity, and any future Excessive Trading will result in an indefinite suspension of the Electronic Trading Privileges. Excessive Trading activity during the six month suspension period will also result in an indefinite suspension of the Electronic Trading Privileges.
5. ING reserves the right to limit fund trading or reallocation privileges with respect to any individual, with or without prior notice, if ING determines that the individual's trading activity is disruptive, regardless of whether the individual's trading activity falls within the definition of Excessive Trading set forth above. Also, ING's failure to send or an individual's failure to receive any warning letter or other notice contemplated under this Policy will not prevent ING from suspending that individual's Electronic Trading Privileges or taking any other action provided for in this Policy.
6. Each fund available through ING's variable insurance and retirement products, either by prospectus or stated policy, has adopted or may adopt its own excessive/frequent trading policy. ING reserves the right, without prior notice, to implement restrictions and/or block future purchases of a fund by an individual who the fund has identified as violating its excessive/frequent trading policy. All such restrictions and/or blocking of future fund purchases will be done in accordance with the directions ING receives from the fund.

Orange County Sanitation District 457(b) Deferred Compensation Plan
Schedule H: Investment Advisory Access Agreement

ING LIFE INSURANCE AND ANNUITY COMPANY PLAN SPONSOR
INVESTMENT ADVISORY ACCESS AGREEMENT

This Agreement (“Agreement”) effective May 1st, 2009 is between ING Life Insurance and Annuity Company (“ILIAC”) and Orange County Sanitation District (“Sponsor”), the Sponsor of the Orange County Sanitation District 457(b) Deferred Compensation Plan (the “Plan”), ING Plan / Contract No. 666889, located at 10844 Ellis Avenue, Fountain Valley, CA 92708-7018.

BACKGROUND

- A. Sponsor maintains the Plan, and has entered into a separate written agreement with ILIAC to provide investment options, recordkeeping and/or other administrative service to the Plan (the “Plan Services Agreement”); and
- B. Morningstar Associates, LLC (“Morningstar”) has developed proprietary, independent investment advice (“Managed by You”) and managed account (“Managed by Morningstar”) services, provided over the Internet through the Morningstar Retirement ManagerSM platform (“Retirement Manager”); and
- C. ILIAC has entered into agreements with Morningstar to allow ILIAC to provide access to Retirement Manager services for participants of plans in which ILIAC acts as investment product provider and/or recordkeeper (the “Morningstar Agreements”); and
- D. Sponsor desires to make available Retirement Manager services to participants in connection with the Plan; and
- E. Sponsor and Morningstar have entered into a separate agreement, the Plan Sponsor Investment Advisory Services Agreement, to provide Retirement Manager services to the Plan (the “Advisory Services Agreement”); and
- F. Pursuant to the Advisory Services Agreement, Morningstar will enter into an agreement (the “Participant Advisory Services Agreement”) with Plan participants to provide them with investment advisory services through Retirement Manager.

Sponsor and ILIAC, in consideration of their mutual promises and covenants contained herein, and of other good consideration duly received, hereby agree as follows:

ILIAC SERVICES

1.1 Set-up and Maintenance

- (a) Set up services with Morningstar.
- (b) Maintenance services: refresh Plan business rules, participant information and profiles with Morningstar.
- (c) Standard reporting on participant activity.
- (d) Sponsor and participant customer service support services.

- 1.2 Retirement Manager Services Access.** ILIAC hereby agrees to facilitate Sponsor’s participants’ access to Retirement Manager services provided by Morningstar. Only participants for whom ILIAC maintains account records shall be entitled to access Retirement Manager.

- 1.3 Limited Duties.** ILIAC's duties under this Agreement are limited to facilitating access to Retirement Manager services and providing related administration and recordkeeping services. Sponsor agrees and acknowledges that ILIAC is not providing any investment advice under this Agreement, and that ILIAC is not responsible for any losses or claims arising or alleged to have arisen from the provision of investment advice by Morningstar.

2. SPONSOR RESPONSIBILITIES

- 2.1 Provision of Data.** Sponsor agrees to provide accurate and timely data and understands that ILIAC will transmit such data to Morningstar. ILIAC shall not have any liability for Sponsor's failure to timely inform ILIAC or Morningstar, as applicable, of any changes to the Plan or participant data. Specifically, Sponsor shall:

- (a) Provide Plan information and rules to ILIAC and Morningstar that are necessary for set-up and promptly update this information if changes are made; and
- (b) Promptly provide to ILIAC any changes to Plan investment options or transaction rules.

- 2.2 Independent Decision.** Sponsor has made its own determination to enter into this Agreement and to utilize Retirement Manager services from Morningstar. Sponsor is solely responsible choosing to make Retirement Manager services available to its participants and has not relied upon ILIAC or any of its affiliates or its or their employees or representatives in making that decision.

- 2.3 Provision of Data to Morningstar.** In connection with making Retirement Manager available to participants, Sponsor acknowledges and agrees that:

- (a) ILIAC will provide Plan and participant data to Morningstar for its use in providing Retirement Manager services; and
- (b) Morningstar is not required to continue to provide Retirement Manager if ILIAC terminates its relationship with Morningstar.

- 2.4 Sponsor Representations and Acknowledgments.** In connection with making Retirement Manager available to participants, Sponsor hereby represents that it has entered into an Advisory Services Agreement directly with Morningstar, pursuant to which Sponsor acknowledged and, where necessary, consented to the following:

- (a) The data and advice are produced solely on the Plan and participant data provided to Morningstar by ILIAC and Morningstar is not responsible for any errors or omissions or incomplete data provided by ILIAC.
- (b) Retirement Manager services and the analysis, opinions and other information produced by Morningstar may only be used for purposes of assisting participants in making their retirement planning decisions and not for any other purposes.
- (c) Morningstar is not required to continue to provide Retirement Manager services if the Plan Sponsor terminates its relationship with ILIAC.
- (d) Morningstar will be a fiduciary to the Plan, as defined under ERISA (where applicable), with respect to the provision of investment advice and discretionary asset management under the Advisory Services Agreement and Participant Advisory Services Agreements, but Morningstar is not thereby a fiduciary to the Plan for any other purposes. In addition, Morningstar has no responsibility for any benefits due or claimed to be due under the Plan, for administering the Plan or determining whether the Plan is operated or administered in accordance with ERISA or other applicable laws, including (but not by way of limitation) any requirements governing delivery of information to participants under ERISA, regulations and interpretations under ERISA, or under any other applicable law or regulation.
- (e) Morningstar uses commercially reasonable efforts to ensure that data, analysis, opinion or other information provided within Retirement Manager is correct. Data and other information are gathered from sources that Morningstar believes to be reliable. Timeliness of data is dependent on Morningstar schedule for collecting the data and cooperation of the sources, which is outside Morningstar's control. Morningstar does

not represent or warrant the accuracy, correctness, completeness, or timeliness of Retirement Manager.

- (f) Use of Retirement Manager is contingent on the Plan's investment options satisfying Morningstar's compatibility requirements. Only funds included in Morningstar's database are covered by the Morningstar Retirement Manager service.
- (g) If the Plan Sponsor wishes to make a change to the investment options available for the Managed by Morningstar Service, it shall provide ILIAC with forty five (45) days' prior written notice thereof. If custom data collection is required, an additional ten (10) weeks prior notice is required to provide data collection and maintenance of such funds.

3. FEES

There is no fee due from the Plan, the Plan Sponsor or Plan participants to either ING or Morningstar in connection with the use of Retirement Manager. For the Managed by Morningstar services, the following fee schedule, set forth below, shall apply. ILIAC is hereby authorized to deduct fees from participant accounts in accordance with the following schedule:

Basis points payable to Morningstar:	Administrative and recordkeeping fee payable to ILIAC:
25 bp per annum	15 bp per annum

The fees will automatically be deducted from participant accounts on a periodic basis. The fees paid to Morningstar Associates and ILIAC are reviewed annually at the plan's contract anniversary and are subject to change (up or down) based on the overall level of assets in the plan at that time. While the fee paid to Morningstar is subject to change up or down, the administrative fee payable to ILIAC may be lowered, but will not be raised.

4. TERM AND TERMINATION

- 4.1 Term.** Except as otherwise provided herein, the term of this Agreement shall begin on the effective date and continue for an initial term of one (1) year unless terminated as forth in this Section. Upon expiration of the initial term, the Agreement will automatically renew for successive one (1) year terms unless otherwise terminated by either party pursuant to this Section, or unless one party notifies the other party in writing of their intent not to renew this Agreement within 90 days of the end of a term.
- 4.2 Breach.** If either party materially breaches in the performance of any provision of this Agreement or the Plan Service Agreement, or is otherwise in noncompliance with any provision of this Agreement, and such breach is not cured within thirty (30) days of written notice of breach to the breaching party, the party giving such notice may terminate this Agreement by providing the breaching party with written notice of such termination.
- 4.3 Automatic Termination.** The Agreement will automatically terminate upon written notice if (a) either party files a petition in bankruptcy, is adjudged bankrupt, or ceases to do business in the ordinary course; (b) Morningstar's registration as an investment adviser terminates, or is terminated, suspended, withdrawn or restricted so as to substantially impede performance of Retirement Manager hereunder; (c) this Agreement is assigned in violation of Section 7.7 or (d) the Agreement between ILIAC and Morningstar expires or is terminated for any reason.
- 4.4 Termination of Morningstar Agreement or Plan Services Agreement.** In addition to any other termination, this Agreement will terminate automatically upon the termination of the Morningstar Agreement between ILIAC and Morningstar or the Plan Services Agreement between ILIAC and Sponsor, or the full withdrawal/case surrender of all amounts invested with ING under the Plan.
- 4.5 Effect of Termination.** Upon termination of this Agreement for any reason, Sponsor and participants shall no longer have to access to the Retirement Manager services. The Plan and

Plan Participants' obligations to pay any fees accruing under this agreement before the effective date of termination, if applicable, will survive termination of this Agreement. Sections 5 and 6 hereof also shall survive the termination of this Agreement.

5. LIMITATION OF LIABILITY

SPONSOR WILL NOT BE LIABLE TO ILIAC FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCURRED BY ILIAC OR ANY THIRD PARTY, ARISING FROM OR RELATED TO THIS AGREEMENT OR RETIREMENT MANAGER, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. ILIAC'S LIABILITY WILL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY SPONSOR UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS IS A REASONABLE ALLOCATION OF RISK AND THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FEDERAL AND STATE SECURITIES LAWS IMPOSE LIABILITIES UNDER CERTAIN CIRCUMSTANCES ON PERSONS WHO ACT IN GOOD FAITH, AND THEREFORE NOTHING IN THIS AGREEMENT ACTS TO WAIVE OR LIMIT ANY OF THESE RIGHTS.

6. SPONSOR INDEMNIFICATION

(a) ILIAC Indemnification. ILIAC agrees to hold harmless and indemnify Sponsor, Sponsor's agents, officers and employees when acting on Sponsor's behalf, from every claim and demand to the proportionate extent that it results from ILIAC's negligence or wrongdoing or the negligence or wrongdoing of its representatives acting in that capacity in connection with this Agreement.

(b) Indemnification. Sponsor agrees to hold harmless and indemnify ILIAC, ILIAC's agents, officers and employees when acting on ILIAC's behalf, from every claim and demand to the proportionate extent that it results from Sponsor's negligence or wrongdoing or the negligence or wrongdoing of its representatives acting in that capacity in connection with this Agreement.

7. MISCELLANEOUS

7.1 Disclaimer. Sponsor agrees that ILIAC makes no warranties or guaranties of any kind regarding Retirement Manager, including access to Morningstar's web site. Sponsor shall not make any warranties or guarantees to participants with respect to Retirement Manager.

7.2 Notice. Each party will promptly provide the other with notice and copy of any litigation of which it becomes aware of involving the terms or Retirement Manager under this Agreement and/or any other notices or demands to be given under this Agreement. All such notices, demands or other communications hereunder shall be in writing and duly provided if sent certified mail, return receipt requested, addressed to the party to be notified or upon whom a demand is being made, at the addresses set forth in this Agreement or such other place as either party shall from time to time designate in writing. The date of service of a notice or demand shall be the receipt date on any certified mail receipt.

Notices to ILIAC shall be sent to:
ING Life Insurance and Annuity Company
One Orange Way
Attention Legal Department - C1S
Windsor, CT 06095

Notices to Sponsor shall be sent to:

Kim Erickson
Senior Human Resources Analyst
Orange County Sanitation District Deferred Compensation Plan
10844 Ellis Avenue
Fountain Valley, CA 92708-7018

- 7.3 Governing Law; Jurisdiction.** This Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law provisions. The parties agree that any and all actions relating to this Agreement will be brought exclusively in the state and/or federal courts located in Orange County, California, and that each party is subject to the personal jurisdiction of those courts.
- 7.4 Force Majeure.** Neither party shall be liable to the other for any delays or damage or any failure to act due, occasioned, or caused by reason of restrictions imposed by any government or government agency, acts of God, strikes, labor disputes, action of the elements, or causes beyond the control of the party affected thereby.
- 7.5 Severability.** If any provision of this Agreement shall be found to be illegal or invalid for any reason, the illegality of invalidity shall not affect the remaining parts of this Agreement and the remainder of the Agreement shall be construed and enforced as if said illegal or invalid provision had never been inserted herein. No party shall be required to perform any services under this Agreement that would violate any law, regulation or ruling.
- 7.6 Waiver; Amendment.** A waiver or amendment of any provision of this Agreement or of a party's rights or remedies under this Agreement must be in writing and signed by an authorized representative of both parties to be effective. Any waiver of the terms of this Agreement shall be effective only in the specific instance and for the specific purpose.
- 7.7 Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party; provided that ILIAC may assign the agreement to an affiliate. Any assignment or attempted assignment of this Agreement in violation of this section is void. This Agreement shall be binding upon and inure to the benefit of the parties' permitted successors and assigns.

WHEREFORE, the parties have signed below to indicate their acceptance of the terms and conditions of this Agreement.

ING Life Insurance and Annuity Company

Orange County Sanitation District

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Orange County Sanitation District 457(b) Deferred Compensation Plan
Appendix 1 to Schedule H

PLAN SPONSOR INVESTMENT ADVISORY SERVICES AGREEMENT

This investment advisory services agreement and the exhibit(s) hereto (the "Agreement") is entered into as of May 1, 2009 ("Effective Date") by and between Morningstar Associates, LLC, a Delaware limited liability company and an investment adviser registered under the Investment Advisers Act of 1940, with its principal place of business at 225 West Wacker Drive, Chicago, Illinois 60606 ("Morningstar"), and Orange County Sanitation District, ("Plan Sponsor") with its principal place of business at 10844 Ellis Avenue, Fountain Valley, CA 92708-7018.

WHEREAS Plan Sponsor maintains the Orange County Sanitation District 457(b) Deferred Compensation Plan (the "Plan"), a defined contribution plan that is intended to comply with certain provisions of the Internal Revenue Code; and

WHEREAS Plan Sponsor has entered into a separate written agreement with ING Life Insurance and Annuity Company and/or an affiliate (the "Service Provider") to provide daily valuation, recordkeeping and other administrative services to the Plan, including access to Morningstar's investment advisory services, if Plan Sponsor so elects; and

WHEREAS Plan Sponsor wishes to have Morningstar provide certain investment advisory services to and for the benefit of the Participants in Plan Sponsor's Plan, and Morningstar is willing to provide Plan Sponsor with such investment advisory services, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Morningstar and Plan Sponsor hereby agree as follows:

1. DEFINITIONS The following definitions shall apply to this Agreement and to any exhibit(s) attached hereto.
 - **Advice Service** shall mean Fund specific non-discretionary investment advisory service provided to a Participant by Morningstar. **Advisory Services** shall mean individually or collectively the Advice Service and the Managed Accounts Service, provided, however, that the Plan and Participants shall only receive those Advisory Services specifically selected by Plan Sponsor pursuant to this Agreement. The Advisory Services specifically exclude analysis of or advice regarding the potential local, state or federal tax consequences resulting from any investment advice or recommendation provided by Morningstar.
 - **Initial Delivery Date** shall mean that date on which the Advisory Services are made available to the Plan and its Participants pursuant to the terms of this Agreement.
 - **Managed Accounts Service** shall mean Fund specific discretionary investment advisory service provided to a Participant by Morningstar.
 - **Morningstar Services** shall mean the services to be performed or delivered by Morningstar along with the Advisory Services, including the various modules described in this Agreement. Morningstar Services shall not include Advice Service or Managed Accounts Service.

- **Participant** shall mean an individual who is enrolled or is eligible to enroll in any Plan offering the Advisory Services. The parties acknowledge and agree that Morningstar reserves the right to exclude any Participant whose current age is greater than his or her retirement age.

2. MORNINGSTAR OBLIGATIONS

a. Morningstar shall:

- (i) Provide the Advisory Services and the Morningstar Services to the Plan and its Participants pursuant to the terms and provisions of this Agreement;
- (ii) Act as a fiduciary to the Plan only to the extent of its provision of Advice Service or Managed Accounts Service to Participants, and not as a plan administrator or in any other capacity; and
- (iii) Retain final control and authority over the Advisory Services and Morningstar Services provided to the Participants.

b. No Liability for Plan Benefits. In providing the Advisory Services, Morningstar shall not be liable for any benefits due, or claimed to be due, under the Plan.

c. Standard of Care. Morningstar will provide the Advisory Services at all times in good faith, and will use reasonable care, consistent with industry practices of similarly situated advisors, in providing the Advisory Services. Morningstar does not guarantee that the Advisory Services will be delivered without interruption, timely, error-free, or secure. Errors may occur in the software-based Advisory Services as a result of programming errors, database errors, or other causes. Morningstar will provide the Advisory Services with that degree of prudence, diligence, care, and skill which a prudent person rendering similar services as an investment advisor would exercise under similar circumstances. The provisions of this Agreement shall not be interpreted to imply any other obligation on the part of Morningstar to observe any other standard of care. Under certain circumstances, the federal and state securities laws impose liabilities on persons who act in good faith and nothing contained in this Agreement should be construed as a waiver or limitation of your rights under such laws.

3. PLAN SPONSOR OBLIGATIONS

a. Provision of Data Plan Sponsor agrees to provide or cause Service Provider to provide accurate and timely data and understands that Morningstar will rely on such data to provide the Advisory Services. Morningstar shall not have any liability for Service Provider's or Plan Sponsor's failure to timely inform Morningstar or Service Provider, as applicable, of any changes to the Plan or Participant data. Therefore, Plan Sponsor shall or shall cause Service Provider to:

- (i) Provide all necessary Participant census data and updates as requested by Morningstar or Service Provider in order for Morningstar to provide the services described in this Agreement;

- (ii) Provide Plan information and rules to Service Provider that are necessary for set-up services and promptly notify Service Provider with any updates to this information if changes are made; and
 - (iii) Promptly provide to Service Provider any changes to Plan investment options or transaction rules.
- b. Selection of Plan Investment Options Plan Sponsor shall:
 - (i) Select investment options offered under the Plan;
 - (ii) Monitor and periodically review Plan investment options; and
 - (iii) Determine if changes to Plan investment options are necessary.
- c. Cooperation Plan Sponsor shall fully cooperate with Morningstar in Morningstar's provision of the Advisory Services and Morningstar Services, in such manner as Morningstar may from time to time reasonably request. Such cooperation shall include accurately communicating to Participants the scope of the Advisory Services and Morningstar Services, and, in certain instances, the Participants' ultimate responsibility for investment decisions.
- d. Disclosure to Participants In addition to any disclosure required of Plan Sponsor in the applicable exhibit(s), Plan Sponsor shall disclose, or will cause Service Provider to disclose, to Participants in the Plan (a) the amount of any charges to the Participant's Plan account, (b) whether or not such charges will be imposed if the Participant does not use the Advisory Services, and (c) that any such charges may be allocated among various service providers to the Plan, including but not limited to Morningstar, to compensate them for the services they provide to the Plan. Upon Morningstar's request, Plan Sponsor shall provide Morningstar with copies of such disclosure, or shall direct Service Provider to provide such copies.
- e. Errors Plan Sponsor shall promptly notify Service Provider of any errors, incompleteness or untimeliness in any of the data, analyses, opinions or other information contained in the Advisory Services or the Morningstar Services about which Plan Sponsor becomes aware.
- f. Fund Universe The initial universe of funds for the Plan (the "Fund Universe") must be provided (or have previously been provided) to Morningstar by the Service Provider, no later than twelve (12) weeks prior to the Initial Delivery Date. Plan Sponsor agrees and acknowledges that any funds not included in the Fund Universe shall not be included in the recommendation given by Morningstar, and that any funds added to the Fund Universe after such date may not be included within the Morningstar Services on the Initial Delivery Date.

If, after the Initial Delivery Date, Plan Sponsor intends to add funds to the Fund Universe or make a change to the investment options available for the Managed Accounts Service, it shall cause Service Provider to give Morningstar fourteen (14) days' prior written notice thereof, which notice shall include the name of the fund, the fund type (i.e. open-end fund or custom fund) and the fund identifier, such as the ticker symbol, cusip, or external fund identification number, as may be applicable. If custom data collection is required, Morningstar requires twelve (12) weeks prior notice.

A plan has a sufficient set of funds if all of the following conditions are met:

1. There is at least one Core Blend fund OR (There is at least one Core Value fund and at least one Core Growth fund)
2. There is at least one Core Stable Value fund OR (There is at least one Cash fund AND at least one Core Bond)

Plan Sponsor acknowledges that all funds within a Plan's Fund Universe must be covered in Morningstar Inc.'s database in order for such Fund to be included in the Advisory Services. The Plan Sponsor acknowledges that the Service Provider may require additional time to complete the Fund Set Up.

g. Proxy Voting Plan Sponsor represents that with respect to proxies attributable to securities held in Plan accounts, the Plan provides that the Plan Sponsor, the Plan trustee or the Participants shall be responsible for voting such proxies. Plan Sponsor agrees that Morningstar shall have no responsibility or liability for such proxy voting.

4. USE AND PROMOTION

a. The Advisory Services shall be made available only to retirement plans duly established under the laws of the United States of America and to Participants that are citizens and/or legal residents of United States of America or its territories.

b. The Advisory Services, or any portion thereof, may be used by Plan Sponsor and its Participants only for effecting retirement planning for Participants that elect to receive the Advisory Services. Any other use by the Plan Sponsor, including commercial use for the benefit of another person, is prohibited under this Agreement and shall be a material breach of this Agreement. Plan Sponsor shall take all commercially reasonable actions to ensure that there is no unauthorized use by its employees, agents, independent contractors, vendors or other third parties. Plan Sponsor shall immediately notify Morningstar of any actual or potential unauthorized use of which Plan Sponsor becomes aware. Plan Sponsor agrees to cooperate and provide reasonable assistance to Morningstar in connection with preventing and stopping any unauthorized use, of the data, analyses, opinions and other information contained in the Advisory Services or the Morningstar Services.

c. Plan Sponsor may not mention or refer to Morningstar, the Advisory Services, the Morningstar Services, any of Morningstar's Intellectual Property or any of Morningstar's web sites in any public announcements, advertising, marketing or promotional materials (collectively, the "Promotion Material") without Morningstar's prior written approval, except if such material was provided to Plan Sponsor by Morningstar or the Service Provider. This provision shall not be construed to prohibit Plan Sponsor from referring to Morningstar or the Advisory Services in any announcements or correspondence made directly to Participants.

5. CONFIDENTIALITY The parties acknowledge that in the course of their dealings hereunder, each may acquire information about the other, its business activities and operations, its technical information and its trade secrets, all of which are proprietary and confidential (the "Confidential Information"). Each party hereby agrees that: (a) all Confidential Information (including, but not

limited to the terms of this Agreement) remains the exclusive property of the disclosing party; (b) it shall maintain, and shall use prudent methods to cause its employees and agents to maintain (and not to otherwise copy, publish, disclose or use other than as contemplated under this Agreement), the confidentiality and secrecy of the disclosing party's Confidential Information; and (c) it shall return or destroy all copies of the disclosing party's Confidential Information upon request of the disclosing party. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (i) is or becomes a part of the public domain through no act or omission on the part of the receiving party; (ii) is disclosed to third parties by the disclosing party without restriction on such third parties; (iii) is in the receiving party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement; (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; (v) is released from confidential treatment by written consent of the disclosing party; or (vi) is required to be disclosed by court of competent jurisdiction; provided the receiving party gives the disclosing party prior written notice of such proposed disclosure sufficient to enable the disclosing party to obtain an appropriate protective order, if it so desires.

6. OWNERSHIP Notwithstanding the rights granted under this Agreement, Plan Sponsor acknowledges and agrees that: (i) Morningstar retains sole and exclusive ownership over and all data, analyses, opinions, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information or other information contained in the Advisory Services and the Morningstar Services ("Intellectual Property"), except the data referred to in (ii) below, and that the Advisory Services and the Morningstar Services and all data, analyses, opinions and other information contained in it include valuable copyrighted and proprietary material of Morningstar; (ii) Morningstar, Inc. retains sole and exclusive ownership rights in certain data contained within each the Morningstar Services and the Advisory Services (the "Morningstar Data") and that the Morningstar Data contain the valuable copyrighted and proprietary material of Morningstar, Inc. (iii) Morningstar or Morningstar, Inc, as applicable, retains sole and exclusive ownership over the Intellectual Property; (iv) the Morningstar Services and Intellectual Property are being made available to the Plan Sponsor for the express purposes and use set forth herein and nothing contained herein transfers to Plan Sponsor any ownership interest in the Intellectual Property or the Morningstar Services and any software, pictures, images, materials, changes, materials, or other works of authorship provided contained therein or Intellectual Property; and (v) Plan Sponsor shall not have any rights in and to the Morningstar Services and Intellectual Property, except as specifically granted by this Agreement. Plan Sponsor has no right to make derivative works of the Morningstar Services, the Morningstar Data or the Intellectual Property in any form for use in any medium currently in existence or under development, now or in the future.

Plan Sponsor shall not, at any time during or after the term of this Agreement: (i) contest or assist any third party in contesting the validity or enforceability of Morningstar's ownership of all right, title and interest in and to the Morningstar Services and all corresponding intellectual property rights, or in Morningstar, Inc.'s ownership of all right, title and interest in and to the Morningstar Data and all corresponding intellectual property rights thereto; (ii) use the Intellectual Property, except as specifically authorized by this Agreement; (iii) use any trademark, service mark, trade name or corporate name that is a colorable imitation or confusingly similar to any of the Intellectual Property, except as expressly authorized by Morningstar in writing in advance; or (iv) contest or assist any third party in contesting the validity or enforceability of the Intellectual Property or the ownership of all right, title and interest in and to the Intellectual Property. To the extent Plan Sponsor is authorized to use any of the Intellectual Property, such use shall inure to the benefit of Morningstar

or Morningstar, Inc., as appropriate. Plan Sponsor shall, at all times during or after the term of this Agreement, execute any documents and take such other actions reasonably requested by Morningstar to confirm or protect Morningstar's and Morningstar, Inc.'s right, title and interest in and to the Morningstar Data or the Intellectual Property, as applicable, and any corresponding intellectual property rights.

7. TERM AND TERMINATION

a. Term The term of this Agreement ("Initial Term") shall begin on the Effective Date and shall continue for one (1) year from the Initial Delivery Date unless the term ends earlier as otherwise provided for under this Section 7. This Agreement shall automatically renew for successive periods of one (1) year each ("Renewal Term") after the Initial Term and each Renewal Term unless either party provides written notice of non-renewal to the other party no later than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, as the case may be.

b. Termination Upon Default or Insolvency If either party defaults in the performance of, or is in non-compliance with, any provision contained in this Agreement (including, but not limited to, any uncured insolvency or the like), and such default is not cured within thirty (30) days after written notice thereof is given to the defaulting party, the party giving such notice may then give further written notice which shall terminate this Agreement as of the date specified in such notice.

c. Termination upon Termination of Agreement between Morningstar and Service Provider or Plan Sponsor and Service Provider This Agreement will terminate automatically upon (i) the termination of the agreement between Morningstar and the Service Provider under which Morningstar provides the Service Provider with certain retirement services, including, but not limited to, any of the Advisory Services or Morningstar Services described herein, or (ii) the termination of the agreement between Plan Sponsor and Service Provider under which Service Provider provides certain recordkeeping and administrative services to the Plan.

d. Effect of Termination Upon expiration or termination of this Agreement for any reason, all rights granted to Plan Sponsor hereunder shall terminate immediately and all Participants shall no longer have access to the Advisory Services or the Morningstar Services. Expiration or termination of this Agreement for any reason shall not affect Plan Sponsor's or their Participants' obligation to pay any and all fees and other amounts due and payable or relieve Plan Sponsor of any liability for breach of this Agreement.

8. FEES AND BILLING

a. Fees During the term of this Agreement (including any Renewal Term), the Participants and/or the Plan Sponsor, as the case may be, shall pay the applicable fees that are set forth on Exhibit A attached hereto and made part hereof.

b. Collection Authorization and Payment Terms The parties hereby agree that Service Provider shall deduct all applicable fees from the Participant accounts and is hereby authorized to remit such fees to Morningstar. The parties agree and acknowledge that Service Provider shall deduct and remit the applicable Managed Accounts Fees in periodic installments in arrears.

9. REPRESENTATIONS AND WARRANTIES

a. Representations of Morningstar Morningstar represents and warrants to Plan Sponsor that it is an investment adviser registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940 and, to Morningstar's knowledge (a) it has all rights in and to all the Intellectual Property necessary to market, distribute the Advisory Services and the Morningstar Services in accordance with the terms of this Agreement; (b) this Agreement is binding on Morningstar; and (c) Morningstar's entry into this Agreement does not violate any prior obligation or agreement of Morningstar.

b. Representations of Plan Sponsor Plan Sponsor represents and warrants to Morningstar that (a) Plan Sponsor has the authority and power to enter into and comply with its obligations under this Agreement and the rights and licenses necessary to enter into and perform its obligations under this Agreement; (b) this Agreement is binding on Plan Sponsor; (c) Plan Sponsor's entry into this Agreement does not violate any prior obligation or agreement of Plan Sponsor; (d) the individual signing this Agreement and any exhibit(s) thereto on behalf of Plan Sponsor is a named fiduciary of Plan or is authorized to sign on behalf of the Plan Sponsor in its capacity as a named fiduciary of Plan and is authorized to sign on behalf of the Plan Sponsor; (e) consistent with the terms and conditions contained in all governing documents of Plan Sponsor's Plan with respect to the voting of proxies, Plan Sponsor, the Plan Trustee or the Participants will vote proxies for securities held in any investment account for which Morningstar may provide advice hereunder, and (f) the instruments under which the Plan is maintained authorize the use of Plan assets to pay any fees for which the Participant is responsible as provided in this Agreement.

10. DISCLAIMERS

a. Data Disclaimer Morningstar will use commercially reasonable efforts to ensure that the data, analysis, opinion, and other information contained in the Advisory Services or the Morningstar Services are correct. Although gathered from sources believed to be reliable, Plan Sponsor acknowledges that Morningstar cannot guarantee the accuracy of the data or information used to provide the Services. The completeness and timeliness of all data and information used to provide the Services is dependent upon the sources of such data and information, which are outside of Morningstar's control.

b. Disclaimer of Warranties EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9 ABOVE, MORNINGSTAR PROVIDES NO WARRANTIES, EITHER EXPRESS, IMPLIED OR OTHERWISE WITH RESPECT TO THE SERVICES DELIVERED PURSUANT TO THIS AGREEMENT, OR THE SOFTWARE COMPRISING THE SERVICES, AND TO THE EXTENT PERMITTED BY LAW, MORNINGSTAR DISCLAIMS THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY WITH RESPECT TO SUCH SERVICES.

c. Acknowledgement of Limitations on Recommendations Plan Sponsor acknowledges and agrees that in formulating recommendations through the Advisory Services, Morningstar will only consider investment options offered by the Plan Sponsor's Plan. As a result, the Advisory Services may not be comprehensive because it may not recommend use of investment options that otherwise might be appropriate investments but that are not offered through Plan Sponsor's Plan.

11. LIMITATION OF LIABILITY The following Limitations of Liability shall be applicable:

a. Limitation of Damages EXCEPT AS OTHERWISE PROVIDED BY LAW, AND EXCEPT FOR DAMAGES ARISING AS A RESULT OF A PARTY'S WILLFUL MISCONDUCT OR BREACH OF FIDUCIARY DUTY, EACH PARTY'S AGGREGATE LIABILITY FOR ANY DIRECT DAMAGES ARISING UNDER OR IN ANY WAY RELATING TO THIS AGREEMENT, THE ADVISORY SERVICES, AND MORNINGSTAR SERVICES PROVIDED HEREUNDER (WHETHER ARISING IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY) SHALL BE LIMITED TO ONE MILLION DOLLARS (\$1,000,000).

EXCEPT AS OTHERWISE PROVIDED BY LAW, AND FOR DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT, IN NO EVENT WILL THAT PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. Plan Sponsor's Rights Under Securities Laws Nothing in this Agreement is intended to or shall waive any rights to which Plan Sponsor is specifically entitled under the securities laws of the United States.

12. ENHANCEMENTS AND MODIFICATIONS Morningstar reserves the right in its sole discretion to enhance, modify, or provide upgrades (collectively "Changes") of the Morningstar Services or Advisory Services from time to time.

13. ACCESS AND TECHNICAL REQUIREMENTS

Method of Access Morningstar shall provide Participants with access to Morningstar Retirement Manager via Service Provider's call center or via the Internet through an HTTP connection, which connection shall be established and maintained by Service Provider for Plan Sponsor's benefit. Technical Requirements for access to Morningstar Retirement Manager:

Browsers:

- Microsoft® Internet Explorer 6.0 and above
- America Online 9.0 and above
- Apple Macintosh Safari
- Firefox 1.5 and above

System Requirements:

- Windows®
- Mac® OS X® with Safari browser
- JavaScript and Cookies must be enabled
- Adobe Acrobat (for printing reports from the Retirement Manager Web site)
- Sun's Java Plug-in - J2SE Java Runtime Environment (JRE) version 1.4.2 or higher

Security:

- 128 bit encryption

Pop-ups:

- In order to view certain pages in the Retirement Manager site, pop-ups must be enabled.

Morningstar reserves the right to change the above-referenced technical requirements as certain browser versions become obsolete or outdated or as new versions are released.

14. RESEARCH, EDUCATION, AND MEASUREMENT MODULES

Plan Sponsor will be provided access to Morningstar's Research Module, Education Module and Measurement Module. The Research Module will consist of reports and information concerning Funds within the Fund Universe. The Education Module will consist of articles, information and interactive planning tools. The Research Module and the Education Module will be made available to the Plan Sponsor and Participants that have agreed to receive the Advisory Services, and may not be offered outside of this Agreement. The Measurement Module will be made available to the Service Provider who may then provide access to the Plan Sponsor. Licensor reserves the right in its sole discretion to modify, add, or delete data points in the Research Module, the Education Module, and the Measurement Module.

15. INVESTMENT PROCESS AND RESTRICTIONS

a. Investment Process Upon receipt from the Service Provider of personal and financial data for a Participant ("Participant Data"), if a Participant has selected the Advisory Services, Morningstar will use the Funds made available by the Plan Sponsor to create a portfolio with an asset allocation composition (each a "Participant Portfolio").

Morningstar will analyze the Funds to determine which particular Funds will be assigned to a Participant Portfolio. If the Participant has indicated an instruction that his or her Participant Portfolio not include a particular Fund ("Restriction") which Morningstar deems unreasonable, Morningstar shall not be required to deliver a Participant Portfolio for that Participant.

b. Self-directed Brokerage Accounts Morningstar shall have no duty to provide the Advisory Services with respect to assets held within a Self-directed Brokerage Account.

16. PROPOSAL LETTER

Morningstar will provide information about the Advisory Services to the Participants through a Proposal Letter in its standard design with current supported plan types and functionality and any subsequent global modifications, enhancements, or upgrades. Plan Sponsor has authorized Service Provider to deliver to Morningstar such Participant data as is required to create and deliver the Proposal Letter to Participants. Morningstar agrees that it shall not use any such Participant data for any purpose other than providing the services expressly described herein.

17. MISCELLANEOUS

a. Notices All notices or other communications shall be in writing and be delivered in person, or sent by certified mail, return receipt requested, overnight courier service, facsimile or e-mail to such addresses or numbers as may be stipulated in writing by the parties pursuant hereto. Unless otherwise provided, notice will be effective on the date it is officially recorded as delivered by return receipt or equivalent or by facsimile confirmation date.

b. Entire Understanding; Partial Invalidity This Agreement, along with any exhibit(s) or other attachments hereto, sets forth the entire understanding between the parties and supersedes any and all oral or written agreements between the parties as to the subject matter of this Agreement. If any provision of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of the Agreement, or the application of such provisions as to which it is not held to be invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and be enforced to the fullest extent permitted by law.

c. Modification This Agreement may be modified only in a document signed by both parties.

d. Assignment The parties' benefits and obligations in this Agreement shall not be assigned without the prior written consent of the other party. This Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their permitted successors in interest and assigns. The parties acknowledge that there are no intended third party beneficiaries of this Agreement.

e. No Waiver; Force Majeure The failure of one party to require the other to perform hereunder shall in no way affect the first party's right to require such performance thereafter, nor shall the waiver by either party of a breach of any Agreement provision be deemed a waiver of any succeeding breach of that provision or a waiver of the provision itself. In no event shall one party be liable to the other for any delay or failure to perform hereunder if the delay or failure is due to causes beyond the reasonable control of that party.

f. Injunctive Relief Each party acknowledges that the other's legal remedies (including the payment of damages) would not adequately compensate the non-breaching party for the other's breach of this Agreement regarding ownership, use, copying, distribution, confidentiality or nondisclosure, as applicable, of the Morningstar Services or the Advisory Services (or any part thereof), the Intellectual Property, or Confidential Information and that it would suffer continuing, irreparable injury as a direct result of such breach. Therefore, in the event of any such breach or threatened breach, the non-breaching party may seek entry of any injunctive relief necessary to prevent or cure such breach (including temporary and preliminary relief, and relief by order of specific performance), without posting of bond or other security or proof of irreparable harm.

g. Arbitration Any dispute under this Agreement shall be settled by binding arbitration in Los Angeles, California before a panel of three impartial arbitrators under the rules of the American Arbitration Association. Such panel shall consist of an actuary, an attorney and an employee benefit consultant, each of whom shall have had at least ten (10) years of professional experience in the administration of participant-directed defined contribution plans similar to the Plan. In any such arbitration, each party shall bear its own costs, expenses and attorneys' fees. The arbitration award may be enforced in any court having jurisdiction over the parties and the subject matter of the arbitration, and the parties irrevocably submit to the nonexclusive jurisdiction of the Superior Court of the State of Illinois, and the United States District Court for the Northern District of Illinois, in any action to enforce an arbitration award.

h. Choice of Law and Venue Except as provided in Section 14(g), all disputes arising under this Agreement or its performance shall be determined exclusively under the laws of the State of California without regard to its conflict of laws provisions.

i. Acknowledgment of Receipt of Morningstar's Disclosure Statement Plan Sponsor acknowledges that it has received Part II of Morningstar's Form ADV at least 48 hours prior to entering into this Agreement.

j. Survival of Rights Termination or cancellation of this Agreement for any reason shall not relieve either party of obligations that accrued prior to termination or cancellation, or of obligations that by their nature are intended to survive this Agreement, including but not limited to obligations in connection with warranties, confidential information and indemnification.

k. Counterparts This Agreement may be signed in two counterparts, which together shall form a single agreement as if both parties had executed the same document.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

Orange County Sanitation District
(Plan Sponsor)

Morningstar Associates, LLC

By: _____

By: _____

Name: _____

Name: Patrick Reinkemeyer

Title: _____

Title: President

Date: _____

Date: _____

EXHIBIT A

There is no fee due from the Plan, the Plan Sponsor or Participants to either the Service Provider or Morningstar in connection with the use of Morningstar Retirement Manager. For the Managed Accounts Service, the following fee schedule, set forth below, shall apply. ILIAC is hereby authorized to deduct fees from participant accounts in accordance with the following schedule:

<i>Select one (X)</i>	Plan Asset Range	Basis points payable to Morningstar:
_____	Less than \$3 million	30 bp per annum
_____	\$3 million to \$10 million	28 bp per annum
<u> X </u>	Over \$10 million	25 bp per annum

In addition to the fees set forth above, the Plan, Plan Sponsor or Participants may also pay an administrative and recordkeeping fee to the Service Provider. The fees are reviewed annually at the Plan's contract anniversary and are subject to change (fees may be lowered but will not be raised) based on the overall level of assets in the plan at that time.

Orange County Sanitation District 457(b) Deferred Compensation Plan
Schedule I: Reimbursement of Plan Expenses

The Contractor shall reimburse the Plan Sponsor annually for the Plan's reasonable and necessary administrative expenses as set forth below. The annual reimbursement will be paid by the Contractor no later than December 31st of each contract year.

2009	\$43,470
2010	\$46,360
2011	\$48,210
2012	\$48,860
2013	\$45,910

The Plan Sponsor represents that any amounts reimbursed to the Plan pursuant to this Agreement shall be for expenses that are both reasonable and necessary to the administration of the Plan.

Orange County Sanitation District 457(b) Deferred Compensation Plan
Schedule J: Contractor's Primary Contact

The Contractor designates the following individual(s) to serve as its primary point of contact to the Plan Sponsor with respect to this Agreement.

Susan ("Sue") Silva
Plan Manager
ING Life Insurance and Annuity Company
One Orange Way
Windsor, CT 06095

Phone: 860.580.3277
Email: Susan.Silva@us.ing.com

BOARD OF DIRECTORS
AGENDA REPORT

Meeting Date	To Bd. of Dir. 03/25/09
Item Number	Item Number 11

Orange County Sanitation District

FROM: James D. Ruth, General Manager
Originator: James D. Herberg, Director of Engineering
Project Manager: Martin Dix

SUBJECT: REPLACEMENT OF THE BITTER POINT PUMP STATION,
CONTRACT NO. 5-49

GENERAL MANAGER'S RECOMMENDATION

1. Approve Plans and Specifications for the Replacement of the Bitter Point Pump Station, Contract No. 5-49, on file at the office of the Clerk of the Board;
2. Approve Addendum Nos. 1, 2, 3, 4, 5, and 6 to the plans and specifications;
3. Receive and file bid tabulation and recommendation;
4. Award a contract with Keiwit/Mass, A Joint Venture, for the Replacement of the Bitter Point Pump Station, Contract No. 5-49, for a total amount not to exceed \$19,992,000; and
5. Approve a contingency of \$1,599,360 (8%).

SUMMARY

- This project will replace the existing 70-year-old Bitter Point Pump Station. The new pump station will be built next to the exiting station on land purchased in 2006 from Aera Energy. The land has historically supported oil-drilling operations by both the City of Newport Beach and West Newport Oil Company.
- The project includes relocation of the existing oil operations and electrical equipment, construction of the new pump station, re-configuration of the forcemains and tie-in of the sewer system, and demolition of the existing Bitter Point Pump Station.
- Lee & Ro, Inc. completed the plans and specifications for Contract No. 5-49 on September 2008. Ten sealed bids were received on January 27, 2009. Summary information on the bid opening for Contract No. 5-49 is as follows:

Project Budget	\$ 36,547,000
Construction Contract Budget	\$ 26,900,000
Engineer's Estimate:	\$ 26,900,000
Lowest Responsive, Responsible Bid:	\$ 19,992,000
High Bid:	\$ 28,027,000

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

The contractor selection was conducted in accordance with the Orange County Sanitation District's adopted policies and procedures. The ten bids received were:

<u>Bidder</u>	<u>Amount of Bid</u>
Kiewit/Mass, A Joint Venture	\$19,992,000
Stanek Constructors	\$21,040,000
Griffith Company	\$21,124,600
J.R. Filanc	\$21,948,782
Gateway Pacific Contractors	\$21,989,738
J.F. Shea Construction	\$22,999,112
Brutoco Eng. & Construction, Inc.	\$24,423,100
Diablo Contractors, Inc.	\$26,470,400
Balfour Beatty Infrastructure	\$27,963,000
S.J. Amoroso Construction Co.	\$28,027,000

A contingency of 8% for construction change orders on this project is due to the higher than normal risk associated with the relocation of oil operations electrical equipment and utilities in soils with high petroleum content.

This item has been budgeted (Section 8 – Page 25).

Award Date: 03/25/09

Contract Amount: \$19,992,000

Contingency: \$1,599,360 (8%)

JH:MD:eh