



DATE: December 19, 2007

TO: Honorable Mayor and City Councilmembers

FROM: City Treasurer's Office

SUBJECT: APPROVAL OF TWO-YEAR AGREEMENT RENEWAL WITH BLOOMBERG L.P. OF NEW YORK, NY, IN THE AMOUNT OF \$62,180

SYNOPSIS

Staff recommends that the City Council approve the two-year agreement renewal with Bloomberg L.P., of New York, NY, in the amount of \$62,180, for access to a live market pricing and information system used by the Treasurer's office in managing the City's investment portfolio, and authorization for the City Manager to execute the document.

BACKGROUND

In May, 2001, the City entered into a two-year agreement with Bloomberg L.P. to provide a live market pricing and information system, a service used by Treasury staff in the daily management of the City's investment portfolio. Prior to entering into the agreement with Bloomberg, the City utilized Dow Jones Telerate for its live market price information needs. In 1998, Dow Jones sold the Telerate system to Bridge Information Systems who subsequently declared bankruptcy in 2001. Staff began looking for a replacement for the Telerate product and found only two comparable systems: Bloomberg and Reuters. Reuters was not a viable option because it was a European headquartered company and not widely utilized in the United States by fixed income broker dealer firms as was Bloomberg.

The terms of the agreement allow for the automatic two-year renewal of the service until terminated by either party. The City Manager signed the agreement in June 2001. Procurement practices at the time the agreement was initially signed allowed for the agreement to be considered on a year-to-year basis rather than on a two-year term. Therefore, the City Manager approved the expense on an annual basis since the annual agreement amount was less than \$50,000. The cost of the market pricing and information system is deducted quarterly from portfolio interest earnings.

ANALYSIS

The Treasurer's office utilizes Bloomberg Professional Services, a live market pricing and information system, in the daily management of the City's \$200 million investment portfolio. The Bloomberg system is the industry standard in treasury management tools

for obtaining up-to-the minute accurate and timely market prices and news. The system also aids in other types of research relating to the City's debt issuances and potential major vendor research.

When the Treasurer's office first entered into the agreement with Bloomberg, L.P. for the service in 2001, it was determined that although the term of the agreement was for two-years, the appropriation of the expenditure for the service could be considered on an annual basis. The annual cost for the service fell below the \$50,000 threshold to be submitted for Council approval, therefore the City Manager approved the annual expenditure according to the procurement standards at the time. The agreement also stipulates an automatic two-year renewal for the service until either party chooses to terminate the agreement. Staff does not anticipate terminating the service, as it is the only viable system on the market that provides the type of service necessary to manage the City's investment portfolio.

The automatic renewal of the agreement went into effect on July 1, 2007. Upon submission of the renewal authorization to the City Manager, it was requested that staff submit the automatic renewal of the agreement for formal authorization to the City Council because the total of the two-year agreement exceeded \$50,000. On a go-forward basis, staff shall request approval prior to the automatic renewal period expiration.

FISCAL IMPACT

The cost of the two-year agreement is \$62,180. Interest earnings on the portfolio are used to pay for the service on a quarterly basis.

COMMISSION/COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

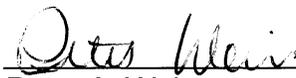
Staff recommends that the City Council approve the two-year agreement renewal with Bloomberg L.P., of New York, NY, in the amount of \$62,180, for access to a live market pricing and information system used by the Treasurer's office in managing the City's investment portfolio, and authorization for the City Manager to execute the document.

PREPARED BY:



Michele C. Lund, CCMT
Treasury Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Deputy City Manager
Rosemary R. Jones, City Treasurer



Attachment: Bloomberg Agreement

Bloomberg L.P.
499 Park Avenue
New York, NY 10022
Phone: 212-318-2540
Facsimile: 917-369-5540

BLOOMBERG AGREEMENT

LESSOR: **BLOOMBERG L.P.**

LESSEE: **CITY OF OCEANSIDE**

ACCOUNT: **202485** AGREEMENT: **784870** ORDER: **784870**

(Company Name)

Lessor agrees to provide to Lessee the equipment and services described and referred to in paragraph 1 of this Agreement, and Lessee subscribes to such services in accordance with this Agreement.

1. License and Lease.

The services provided hereunder (the "Services") shall consist of a nonexclusive and nontransferable license and lease to use the BLOOMBERG PROFESSIONAL service software, data and equipment (the "Equipment") described in the Bloomberg Schedule(s) of Services annexed hereto, as the same may be amended from time to time (the "Schedule"), in accordance with this Agreement.

2. Term.

(a) This Agreement shall be effective from the date it is accepted by Lessor and shall remain in full force and effect thereafter until the date that is two years after the date that the Services are first provided (the "Term"), unless earlier terminated during the Term or any renewal thereof, as follows: (i) Lessee shall have the right to terminate this Agreement at any time upon not less than 60 days' prior written notice to Lessor and upon payment of the charges set forth in paragraph 3 of this Agreement; and (ii) Lessor shall have the right to terminate this Agreement at any time immediately upon written notice to Lessee in the event of a breach by Lessee of any of the provisions of this Agreement.

(b) The Term shall be automatically renewed for successive two-year periods unless Lessee or Lessor elects not to renew by giving not less than 60 days' prior written notice to the other. If this Agreement is so renewed for any additional period beyond the initial Term, the charges payable pursuant to paragraph 3(a) hereof for such renewal period shall be calculated at the prevailing rates then offered by Lessor, and the Schedule shall be considered to be amended accordingly.

3. Charges.

(a) Lessee agrees to pay Lessor the amount indicated on the Schedule, together with (i) any applicable taxes for the Services, (ii) any levies or fees imposed or charged by exchanges or other information services or sources displayed through the Services at Lessee's request and (iii) any charge for installation, relocation, removal or any other changes to the Equipment, all of which shall be payable upon presentation of an invoice therefor.

(b) Lessee shall be responsible for and shall pay for all costs of cabling, communications (including, without limitation, network access), electrical and common carrier equipment installation charges incurred in connection with the Services. Lessee shall obtain all necessary authorizations from exchanges and other information vendors and shall pay for each third-party information service accessed for display through the service. The total monthly charge does not include monthly fees for "real-time" exchange and third party information services. If Lessee selects any of these services, Lessor will submit the appropriate applications for such services, a price list, and bill accordingly. Lessee agrees to pay any taxes, assessments, fees or penalties in respect of the Services and/or the Equipment which may be Lessee's legal responsibility to pay. In addition, Lessee agrees to reimburse Lessor for all property taxes and/or assessments with regard to the value of Lessor's Equipment in service at Lessee's premises.

(c) In the event this Agreement is terminated by Lessee pursuant to paragraph 2(a)(i) hereof or by Lessor pursuant to paragraph 2(a)(ii) hereof, Lessee shall be liable for all amounts payable pursuant to paragraphs 3(a) and 3(b) hereof through the date of termination plus a termination charge in an amount equal to 50% of the charges calculated in accordance with the Schedule for the balance of the Term.

(d) The Services may also include the receipt of Bloomberg-distributed television program(s). In such event, Lessor will install, at its expense, the satellite dish and receiver or other alternative distribution device, at Lessor's option, such as cable television or cellular receiver (the "Broadband Distribution Device") at Lessee's office necessary to receive the program(s). Lessee shall bear the cost of cabling from the Equipment to the Broadband Distribution Device and if necessary other related equipment and shall be responsible for obtaining the necessary authorizations, subscriptions, space, roof rights and rights-of-way for proper installation of the Broadband Distribution Device, cabling and related hardware. The program(s) shall be displayed by Lessee on each BLOOMBERG PROFESSIONAL screen.

4. Distribution of Lessee Data.

Lessee shall not distribute data to other users of the Services by means of the Equipment without the prior written consent of Lessor. Notwithstanding the above, in the event Lessee contributes prices to the service, Lessee hereby grants to Lessor, and Lessor hereby accepts, a nonexclusive, world-wide license to use such prices in the development of Lessor's generic prices or "fair value" or other similar pricing models. This paragraph is not intended to prohibit Lessee's use of the message system included in the Services.

5. Warranties and Limitations of Liabilities.

(a) LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE ATTAINED BY LESSEE OR OTHERS FROM THE USE OF THE SERVICES, OR THE EQUIPMENT BY WHICH THE SERVICES ARE PROVIDED, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. Lessor, its suppliers, and its third party agents shall have no responsibility or liability, contingent or otherwise, for any injury or damages, whether caused by the negligence of Lessor, its employees, subcontractors, agents, equipment vendors or otherwise, arising in connection with the Services rendered under this Agreement, or the use of the Equipment and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages or any claim against Lessee by any other party. The information and data contained in the Services are derived from sources deemed reliable, but Lessor and its suppliers do not guarantee the correctness or completeness of any programs, data or other information furnished in connection with the Services. Lessor shall not be responsible for or have any liability for any injuries or damages caused by the Equipment or by delays or interruptions of the Services, from whatever cause, and shall not be liable for damages arising from the use or presence of the Equipment on Lessee's premises. Lessee is solely responsible for the accuracy and adequacy of the data and information used by it and the resultant output thereof. Lessor shall have no liability or responsibility for the security or maintenance of any data input by Lessee. Lessee shall indemnify Lessor and hold it harmless and at Lessee's expense defend Lessor against any loss, claim, demand or expense (including reasonable attorneys' fees) arising in connection with the use of the Services by Lessee. To the extent permitted by law, it is agreed that the liability of Lessor hereunder for damages, regardless of the form of the action, shall not exceed the fees payable by Lessee for the Services for a period of six months, and that this shall be Lessee's exclusive remedy. No party shall be liable to the other for any default resulting from force majeure, which shall be deemed to include any circumstances beyond the reasonable control of the party or parties affected. No action, regardless of form, arising out of or pertaining to any of the Services or the Equipment may be brought by Lessee more than one (1) year after the cause of action has accrued.

(b) Notwithstanding any limitations contained in paragraph 5(a) to the contrary, Lessor agrees to indemnify Lessee and hold it harmless and at Lessor's expense defend Lessee against any claim that the programs, data, information and other items provided by Lessor hereunder infringe any copyright, trademark or other contractual, statutory or common law rights; provided that (i) Lessee promptly notifies Lessor in writing of the claim, (ii) Lessor shall have sole control of the settlement and defense of any action to which this indemnity relates, (iii) Lessee cooperates in every reasonable way to facilitate such defense, and (iv) if Lessee becomes aware of any suspected infringement by a third party of any proprietary rights of Lessor, Lessee shall promptly notify Lessor of such activities. (Additional terms on next page with required acknowledgment)

Agreed to by:
CITY OF OCEANSIDE

Company Name (Please type or print)

Signature (Duly authorized officer, partner or proprietor)

Steven R. Jepsen

Name (Please type or print)

City Manager

Title (Please type or print)

6-11-01

Date

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Agreed to by:

BLOOMBERG L.P.

By: **BLOOMBERG INC.,**
General Partner

J. Rodriguez

6/20/01

Date



6. Remedies.

In the event of a breach or threatened breach of any of the provisions of this Agreement by Lessee or any of its employees, representatives or affiliates, Lessor shall be entitled to injunctive relief to enforce the provisions hereof, but nothing herein shall preclude Lessor from pursuing any action or other remedy for any breach or threatened breach of this Agreement, all of which shall be cumulative. In the event Lessor prevails in any such action, Lessor shall be entitled to recover from Lessee all reasonable costs, expenses and attorneys' fees incurred in connection therewith. As reasonable protection of the proprietary rights of Lessor and others in the information provided through the Services and Equipment, to avoid breach of Lessor's obligations to providers of such information, and to avoid unnecessary uncertainty, burden, and expense for all parties, Lessee acknowledges and agrees that the dissemination or distribution by Lessee of information identical or similar to that provided through the Services and the Equipment shall be deemed a breach of the terms of paragraphs 9(a) through 9(d) hereof and shall give rise to an immediate right of Lessor to terminate this Agreement or any portion of the Services provided hereunder.

7. Parties.

Lessee recognizes that Lessor, its partners, suppliers and their respective affiliates, each have rights with respect to the Services, including the software, data, information and other items provided by Lessor by reason of Lessee's use of the Services. Lessee acknowledges and agrees that the provisions of paragraphs 5 and 6 of this Agreement shall be for the benefit of Lessor, its partners, suppliers, and their respective affiliates, successors and assigns and that the term "Lessor" as used in such paragraphs includes Lessor, its partners, suppliers and their respective affiliates.

Lessee agrees to provide network access per Lessor's current specifications, at its expense. Such specifications may include both dedicated and dial back-up lines permanently connected and dedicated to the Equipment or Internet or alternate network access. The sole purpose of the dial lines shall be to provide communications backup for the Services. Lessor is not responsible for the reliability or continued availability of the telephone lines and communications equipment, other than communications equipment supplied by Lessor and used by Lessee in accessing the Services. However, Lessor shall attempt to resolve any communication line problems with respect to the accessibility of the Services.

9. Restrictions on Use.

- (a) The Services and the Equipment are solely and exclusively for the use of Lessee and may not be used for any illegal purpose or in any manner inconsistent with the provisions of this Agreement. Lessee acknowledges that the Services and the Equipment were developed, compiled, prepared, revised, selected and arranged by Lessor and others (including certain information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitute valuable intellectual property and trade secrets of Lessor and such others. Lessee agrees to protect the proprietary rights of Lessor and all others having rights in the Services and the Equipment during and after the Term of this Agreement. Lessee shall honor and comply with all written requests made by Lessor or its suppliers to protect their and others' contractual, statutory and common law rights in the Services and the Equipment with the same degree of care used to protect its own proprietary rights. Lessee agrees to notify Lessor in writing promptly upon becoming aware of any unauthorized access or use by any party or of any claim that the Services or the Equipment infringe upon any copyright, trademark, or other contractual, statutory or common law rights.
- (b) Lessee shall not access the Services through any medium or equipment which Lessor has not authorized in writing, nor may any medium or equipment by which the Services are provided be moved, modified, interfaced, copied, broadcasted, reproduced, ported or otherwise routed with or to any other equipment without Lessor's prior written consent. Services expressly provided by Lessor for operation on Lessee's own equipment shall be furnished without warranty as to compatibility, fitness or performance with such equipment, and Lessee shall bear all cost and responsibility for such equipment. Unauthorized access or use is unlawful and Lessor and its suppliers shall have all rights provided by law to prevent such access or use and to collect damages in such event. Lessee agrees to notify Lessor in writing promptly upon becoming aware of any unauthorized access or use. Lessee shall not recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, the Services and/or the Equipment.
- (c) The analysis and presentation included in the Services may not be recirculated, redistributed or published by Lessee except for internal purposes without the prior written consent of Lessor and, where necessary, with certain sources of the information included in the Services.
- (d) Lessee shall not use any of Lessor's trademarks, trade names, or service marks in any manner which creates the impression that such names and marks belong to or are identified with Lessee, and Lessee acknowledges that it has no ownership rights in and to any of these names and marks.

10. Facilities.

Commencement of the Services is contingent on the availability of the hardware, network access, communications equipment and facilities to Lessor's specifications. At Lessee's expense, Lessee shall install or have installed on Lessee's premises, and shall modify from time to time at Lessor's request, all cables, wires, devices, connections or other transmission media equipment and electrical, communications and network connections specified by Lessor. Lessee shall not make use of any cables, wires, devices, connections, equipment or network access in connection with the Services not approved in writing by Lessor.

11. Return of Equipment and Software.

Upon termination of this Agreement for any reason whatsoever, Lessor shall have the right to remove the Equipment and software by which the Services are provided at Lessee's expense.

12. Access to Property.

Any person or persons designated by Lessor shall have access to the Equipment at all reasonable times for the purposes of installation, inspection, maintenance, repair, relocation and removal. Lessee acknowledges and understands that Lessor may monitor, solely for operational reasons, Lessee's general use of the Services. Lessee shall at all reasonable times permit Lessor to have access to the location where the Services are provided for the purpose of ascertaining the use made of the Services.

13. Maintenance.

Lessor to the best of its ability shall maintain and keep the Equipment in good working order and condition so that it will perform its functions satisfactorily. NOTWITHSTANDING THE FOREGOING, LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE THIRD-PARTY COMMUNICATIONS NETWORK THROUGH WHICH LESSEE ACCESSES THE SERVICES AND LESSEE SHALL INDEMNIFY LESSOR AND HOLD IT HARMLESS AGAINST ANY LOSS, CLAIM, DEMAND OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING IN CONNECTION WITH THE USE OF SUCH THIRD PARTY COMMUNICATIONS NETWORK. Lessee shall be responsible for the safekeeping of the Equipment from the time it is received on Lessee's premises and shall take reasonable steps to prevent abuse to the Equipment. Lessee shall be responsible for all physical loss, theft, or damage to any equipment used to deliver the Services to Lessee and shall pay Lessor the full replacement cost of the Equipment as liquidated damages unless such loss, theft, or damage is due entirely to the fault or negligence of Lessor. Neither Lessor nor its suppliers or third party agents shall be responsible or liable, contingently or otherwise, for any personal injury or property damage arising out of the installation, relocation, maintenance, use or removal of the Services and/or the Equipment.

14. Relocation.

On reasonable prior written notice, which shall in no event be less than 60 days, and at Lessee's expense, Lessor will relocate all or any part of the Equipment. Scheduling of such relocation shall be contingent on availability of communication lines, facilities, equipment and labor. Lessee acknowledges that interruptions of Services might result from such relocation and that the provisions in paragraph 5 hereof apply to any such interruption.

15. Assignment.

Lessee shall have the right to assign this Agreement or the rights hereunder only with the consent of Lessor which, in the case of an assignment by Lessee to any of its affiliates that are in substantially the same business as Lessee, shall not be unreasonably withheld.

16. Complete Agreement; Modifications or Waivers; Form.

This Agreement, together with the Schedule(s), which is incorporated herein by reference, is the complete and exclusive statement of the agreements between the parties with respect to the subject matter hereof and supersedes any oral or written communications or representations or agreements relating thereto. No changes, modifications or waivers regarding this Agreement shall be binding unless in writing and signed by the parties hereto. This Agreement, including the Schedule, and any modifications, waivers or notifications relating thereto, may be executed and delivered by facsimile or electronic mail. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement.

17. Validity.

Lessor and Lessee intend this Agreement to be a valid legal instrument, and no provision of this Agreement which shall be deemed unenforceable shall in any way invalidate any other provisions of this Agreement, all of which remain in full force and effect. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation.

18. Governing Law.

This Agreement is made and entered into in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflicts-of-law provisions thereof. The parties hereto, their successors and assigns, consent to the jurisdiction of the courts of the State of New York with respect to any legal proceedings that may result from a dispute as to the interpretation or breach of any of the terms and conditions of this Agreement.

Customer Signature:

DT: 101 Pg: 2 of 2 AgrUS 08/00
Acct: 202485 Agrmt: 784870 Ord: 784870



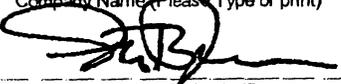
Bloomberg

Addendum to Bloomberg Agreement

ADDENDUM to Bloomberg Agreement No. 784870 dated June , 2001 between **City of Oceanside** ("Lessee") and **Bloomberg L.P.** ("Lessor")

1. PARAGRAPH 18
Delete the Paragraph in its entirety.

Agreed to by:
CITY OF OCEANSIDE

 Company Name (Please Type or print)


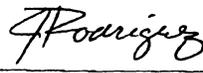
 Signature (Duly authorized officer, partner or proprietor)
Steven R. Jepsen

 Name (Please type or print)
City Manager

 Title (Please type or print)
6-11-01

 Date

Agreed to by:
BLOOMBERG L.P.

 By: **BLOOMBERG INC.,**
 General Partner


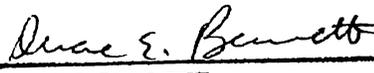
 Date
6/20/01

Account: 202485 Addendum: _____ Order: 784870 DT: 111 Pg: 1 of 1



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- ATLANTA
- BANKOK
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- VIENNA
- WAKSAW
- WASHINGTON DC
- WELLINGTON
- WILMINGTON
- ZURICH

**APPROVED AS TO FORM
OCEANSIDE CITY ATTORNEY**



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Facsimile: (212) 893-5540

BLOOMBERG DATAFEED ADDENDUM

ACCOUNT No: **202485**

ORDER No: **784870**

Addendum to the Bloomberg Agreement No. **784870** (the "Agreement") between Bloomberg L.P. ("Bloomberg" or "Lessor") and CITY OF OCEANSIDE ("Lessee").

Background

- A. Lessor and Lessee are parties to the Agreement referenced above and the Schedule(s) of Services (the "Schedule").
- B. Lessee has indicated a desire to receive certain information contained in the Services (the "Information") by means of a datafeed (the "Datafeed") and to distribute the Information and Reformatted Information (as hereinafter defined) to Bloomberg-designated computers of Lessee equipped with a Bloomberg-supplied keyboard and/or Bloomberg proprietary computer boards (the "Authorized Computers").
- C. Lessor is willing to provide to Lessee the Information by Datafeed, subject to the terms and conditions of the Agreement, and as amended by this Addendum.
- D. Capitalized terms which are not defined herein shall have the meanings stated in the Agreement.
- E. If there are any inconsistencies between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall apply.

Definitions

- A. "Limited Amount" shall mean a portion or amount of Information that, evaluated quantitatively and/or qualitatively, in Lessor's sole judgment, does not materially prejudice the ability of Lessor to exploit the Information or the ability of any source of any part of such Information to exploit such part of the Information or in each case to realize revenue in connection therewith.
- B. "Reformatted Information" shall mean Information in a form in which the underlying Information, in Lessor's sole judgment, remains identifiable.
- C. "Derived Information" shall mean Information used by Lessee for the purpose of carrying out calculations and displaying the results.
- D. "System" shall include, without limitation, any software, hardware or other equipment or services used by Lessee to receive, store, analyze, manipulate or process the Information, Reformatted Information or Derived Information.

Rights to Use

- 1. Lessor agrees that Lessee may, solely for the purposes and on the conditions set forth in this Addendum, receive the Information by means of a Bloomberg Datafeed into Authorized Computers of Lessee. Lessee may use the Information, Reformatted Information and Derived Information for Lessee's internal business purposes, including without limitation, as input to computer applications on Authorized Computers. In no event will Lessee permit the Information, Reformatted Information or the Derived Information to be used in any way not specifically authorized by Lessor. In no event will Lessee permit the Information or the Reformatted Information to be moved, copied, broadcast, reproduced, ported, or otherwise routed to or used in any fashion on any non-Authorized Computer, printer, display, or application; provided, however, that Lessee may store the Information, Reformatted Information and Derived Information as set forth herein. Lessee will take all steps reasonably necessary to ensure that Lessee's employees comply with all provisions of the Agreement, including this Addendum, and will obtain from its employees appropriate agreements regarding confidentiality and non-disclosure to prevent unauthorized disclosure and misuse during and after the Term.
- 2. Notwithstanding the provisions of the paragraph titled "Restrictions on Use" set forth in the Agreement and subject to paragraphs 1 and 4 (Rights to Use) of this Addendum, in the ordinary course of business, Lessee may use and disseminate a Limited Amount of the Information and Reformatted Information to support the primary business of Lessee; provided, however, that Lessee may not use or disseminate the Information, Reformatted Information or Derived Information in any manner which could cause the information so used or disseminated, in Lessor's sole good faith judgment, to be a source of or substitute for the Information otherwise required to be supplied by Lessor or available from Lessor. Subject to the foregoing restrictions, Lessee may use the Information, Reformatted Information and Derived Information in Lessee's services in the nature of providing company research to its customers, trade reporting, portfolio reporting and trade proposals.
- 3. The number and location of the Authorized Computers are set forth on the Schedule. Lessee agrees that each Authorized Computer, printer and Bloomberg controller will have a unique address, which will be provided to Lessor prior to installation. Lessor shall have all rights with respect to the Equipment provided by Lessor, including, but not limited to, access to such Equipment; and Lessee shall have all obligations and responsibilities with respect thereto, as stated in the Agreement.
- 4. Lessee agrees to comply with all restrictions on use required by providers of Exchange Data (as hereinafter defined) or Additional Information (as hereinafter defined).
- 5. Lessee understands that third-party contributors may choose to inhibit or prohibit their information from being accessed by Lessee via the Datafeed.
(Additional terms on next page with required acknowledgment)

Agreed to by:
CITY OF OCEANSIDE
Company Name (Please Type or print)

Agreed to by:
BLOOMBERG L.P.
By: BLOOMBERG INC.,
General Partner


Signature (Duly authorized officer, partner or proprietor)


Signature

Steven R. Jepsen
Name (Please type or print)

City Manager
Title (Please type or print)

6-11-01
Date

6/20/01
Date



6. It is expressly agreed between the parties that the rights granted to Lessee under this Addendum do not include the right to store all or any part of the Information or Reformatted Information in databases for access by any non-Authorized Computers, non-BLOOMBERG PROFESSIONAL service license subscribers or any third party or the right to distribute any database services containing all or any part of the Information or Reformatted Information. Notwithstanding the prior sentence, Lessee may, solely for access by and use on the Authorized Computers, store the Information and Reformatted Information on Lessee's network server for the duration of the term of this Addendum. Upon termination of the Agreement or this Addendum for any reason whatsoever, Lessee shall use its best efforts to promptly delete or purge any and all Information and Reformatted Information, including copies of the Information and Reformatted Information from any System(s) Lessee used with the Information or Reformatted Information and Lessee shall immediately, upon such termination, cease using any and all Information and Reformatted Information. Lessee shall provide Lessor with evidence satisfactory to Lessor of all such deletion and cessation of use. At any time thereafter, if Lessee finds any Information or Reformatted Information on any of its systems that was not deleted or purged, Lessee shall at that time promptly delete or purge such Information. Upon termination of the Agreement or this Addendum, Lessee shall not be required to delete, purge or cease permitted use of (i) Derived Information or (ii) any Information or Reformatted Information that Lessee is required by a legal or regulatory body of competent jurisdiction to maintain for internal reporting, archiving or storage purposes after such termination.

Protections

7. Notwithstanding anything to the contrary contained in this Addendum or the Agreement, Lessee may not use any portion of the Information, Reformatted Information or Derived Information in any manner that is competitive with any product or service then being offered by Lessor including, but not limited to, any use of such data that may:
 - (a) result in the displacement of an existing subscription of, or the loss of a potential subscription by, a third party to Lessor's information services including, without limitation, services with respect to Additional Information (as hereinafter defined); or
 - (b) result in a reduction of Lessee's existing or potential subscriptions to Lessor's Information services, including but not limited to, the number of Authorized Computers and BLOOMBERG PROFESSIONAL service licensees under the Agreement receiving the Information; or
 - (c) prejudice the rights of Lessor or any sources of any part of the Information to exploit its respective portion of the Information. If Lessor believes in good faith that such service or product of Lessee competes with Lessor in the manner specified above, Lessor may terminate this Addendum and/or the Agreement, pursue any and all remedies in respect of such breach, and may require that Lessee immediately discontinue its use of the Information and Reformatted Information and comply with the provisions of paragraph 6 hereof.
8. Lessor reserves the right to audit and monitor (whether physically or electronically) (i) the requests of Lessee for the Information, the Exchange Data, and Additional Information and (ii) the number of Authorized Computers enabled to access the Information, Exchange Data and Additional Information. Subject to the terms of this Addendum, Lessee shall allow Lessor access to any of its premises and appropriate access to the Authorized Computers at all reasonable times for the purposes of such auditing and monitoring.
9. Lessee agrees that if as a result of auditing or monitoring by Lessor under paragraph 8, Lessee is shown to be using the Information or Reformatted Information on non-Authorized Computers, except as permitted by this Addendum, or other computers enabled to access Exchange Data or Additional Information additional to those listed on the Schedule, Lessee shall be liable to pay additional charges and/or Exchange Fees (as defined herein) and/or Additional Information Fees (as defined herein) in respect of each such computer or display, such charges or fees to be calculated from the day following actual installation of the initial services. In addition, Lessor shall have the right in such event to terminate this Addendum and/or the Agreement and to pursue any and all remedies in respect of such breach.
10. The number and location of Authorized Computers enabled to access Exchange Data and Additional Information are as shown on the Schedule.

Reports

11. Lessee agrees to maintain a log and produce a report to Lessor on a monthly basis, or as reasonably requested, listing the number of Authorized Computers per location and the unique address of each Authorized Computer.
12. As requested by Lessor, Lessee shall provide to Lessor a certificate signed by Lessee's external or internal auditors or such other authorized person acceptable to Lessor verifying the most recent of the reports referred to in paragraph 11 above and the service charges paid by Lessee and confirming that Lessee is in compliance with all terms and conditions of the Agreement and this Addendum.
13. Lessee will include in the monthly report the number and location of Authorized Computers enabled to access stock and commodity or other applicable exchange data included in the Services ("Exchange Data") and/or information included in the Services under agreements between Lessor and the providers of such information ("Additional Information"), as are shown on the Schedule. Lessee shall pay all fees charged by the relevant exchanges for access to Exchange Data ("Exchange Fees") or fees charged by the relevant third party for access to Additional Information ("Additional Information Fees"). Lessee acknowledges and accepts that such fees may be charged on the basis of each Authorized Computer enabled to access such data or information and that the basis of charging and amount of such fees may change upon notice.

Display Requirements

14. Lessee agrees to identify the Information and Reformatted Information by displaying it in accordance with the following rules:
 - (a) any third-party contributed data contained in the Information shall be identified by the name of the third party or as otherwise required by such contributor.
 - (b) any data contained in the Information and Reformatted Information contributed directly by Lessor shall be identified as Bloomberg data.
15. Lessee will ensure that all real-time Information is displayed with the Lessor time stamp as supplied to Lessee and will use its best efforts to ensure that:
 - (a) its computer system will respond in less than three (3) seconds to all requests to display the Information as permitted by this Addendum and the Agreement.
 - (b) where the Information is displayed in real-time, it will be displayed in less than three (3) seconds from the time it is received through the Datafeed into the Authorized Computers.
16. Lessee shall pass on all Lessor-provided system status messages to the Authorized Computers which are displaying any Information and Reformatted Information.
17. All Exchange Data and Additional Information shall be displayed by Lessee in accordance with the rules of the relevant exchange(s) and Additional Information providers.

Additional Terms and Conditions

18. Lessee agrees that Lessor is not responsible for any fault, inaccuracy, omission, delay or any other failure in the Information, the Reformatted Information, the Derived Information, the Exchange Data or the Additional Information caused by Lessee's computer equipment or arising from Lessee's use of the Information on such equipment.
19. If Lessee is a Trading or Portfolio system user of Lessor's information systems, paragraphs 6 and 14 of this Addendum shall not apply to information which originates from securities stored in Trading or Portfolio system.
20. This Addendum, including any modifications, waivers or notifications relating thereto, may be executed and delivered by facsimile or electronic mail. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement.

Customer Signature: 

DT: 107 Pg: 2 of 2 Datafeed11/99
 Acct: 202485 Agmt: 784870 Ord: 784870



1. **INSTALLATION OF TERMINAL(S); OTHER EQUIPMENT**

Pursuant to the Agreement, Lessee has requested Lessor to provide the Services at the stated equipment address (as noted on the face of this Schedule). The Services may also include the receipt of Bloomberg-distributed television program(s). In such event, Lessor will install, at its expense, the satellite dish and receiver at Lessee's office necessary to receive the program(s). Lessee shall bear the cost of cabling from the Equipment to the satellite dish and if necessary other related equipment and shall be responsible for obtaining the necessary authorizations, space, roof rights and rights-of-way for proper installation of the satellite dish, receiver, cabling and related hardware. The program(s) shall be displayed by Lessee on such Equipment receiving the Services. This process and cabling must be completed at, or prior to contract renewal(s), new installation(s) and/or relocation(s).

2. **TERMS & CHARGES**

The Initial Term (as defined in the Agreement) is from the first day Services are provided to the second anniversary of that date. The Term for any additional Services shall commence on the first day such additional Services are provided. The fee commences the day following actual installation and shall be invoiced quarterly in advance. To the extent permitted by law, Lessor may send and Lessee agrees to receive invoices via email. Charges for installation, relocation, removal or other changes to the Equipment shall be payable upon presentation of an invoice therefor. Any fee increase of which Lessee is notified in accordance with the Agreement will take effect as specified notwithstanding the issuance of a Schedule setting forth the then current fee.

3. **BLOOMBERG II or BLOOMBERG IV/FLAT PANEL**

In the event that this Schedule provides, or may from time to time provide, for one or more BLOOMBERG II, BLOOMBERG IV or Flat Panel screens, the Lessee agrees not to separate, unbolt, move, modify, interface, duplicate, redistribute or otherwise disconnect any one, both, or four of the BLOOMBERG II, BLOOMBERG IV or Flat Panel screens, or use any one, both or four of the screens in a manner inconsistent with the terms of this Agreement, without Lessor's prior written consent. Unauthorized access or use is unlawful and Lessor shall have all recourse and rights as set forth in the Agreement. The lease term for the BLOOMBERG II, BLOOMBERG IV or Flat Panel shall be the same as that of the specific BLOOMBERG PROFESSIONAL to which it is attached. The Lessee's fee applicable to the double screen shall commence on the date following actual installation.

4. **SHARED NETWORK; MULTIPLE TERMINALS**

In the event that this Schedule provides, or may from time to time provide, for a fee for Services calculated on the basis of a shared local network at the same physical location or multiple terminals, then at such time as the network is no longer shared, or multiple terminals are no longer leased, the fee for Services shall be increased to the prevailing rate for Services provided on an unshared or single terminal basis.

5. **RECEIPT OF THE SERVICES VIA LESSEE'S AUTHORIZED EQUIPMENT (IF APPLICABLE)**

- (a) The Services shall be made available to Lessee by means of the authorized equipment set forth on the face of this Schedule or the Authorized Computers as set forth in the Datafeed Addendum (the "Authorized Equipment"). Lessee agrees that it will access the Services only through such Authorized Equipment. In no event will Lessee recirculate, redistribute or otherwise retransmit or re-route the Services to any other equipment or display or permit the use of any information included in the Services on any other equipment or display device.
- (b) Lessor shall have the right at any time, or from time to time, to change the technical specifications of any aspect of the Services and, in such event, Lessee shall take all reasonable steps, at its expense, to modify, reconfigure, upgrade or replace the Authorized Equipment in order to maintain compatibility, functionality, quality, speed and convenience of the Services.
- (c) Lessor shall have no responsibility for installing, labeling, testing, maintaining, relocating or removing the Authorized Equipment, or for training or providing support documentation to Lessee's employees in the use of the Authorized Equipment. All cabling, connections and any interface (including hardware, software, network or otherwise) between Authorized Equipment and Lessor's Equipment are the responsibility of Lessee. NOTWITHSTANDING THE ABOVE, LESSOR SHALL HAVE ALL RIGHTS WITH RESPECT TO THE AUTHORIZED EQUIPMENT, INCLUDING, BUT NOT LIMITED TO ACCESS, AND LESSEE SHALL HAVE ALL OBLIGATIONS AND RESPONSIBILITIES WITH RESPECT THERETO, AS ARE STATED IN THE AGREEMENT WITH RESPECT TO EQUIPMENT GENERALLY. In addition, Lessor shall have the right to participate in the provision of training and the preparation of support documentation relating to the use of the Services by means of the Authorized Equipment, although Lessor shall have no obligation in this regard.
- (d) In addition to those limitations on liability contained in the Agreement, Lessor, its officers, employees, suppliers and third-party agents, shall have no responsibility or liability, contingent or otherwise, for any injury or damages, whether caused by the negligence of Lessor, its employees, sub-contractors, agents, equipment vendors or otherwise, arising in connection with the use, installation, or provision of the Services by means of the Authorized Equipment and shall not be liable for any lost profits, punitive, incidental or consequential damages or any claim against Lessee by any other party with respect thereto. Lessee agrees that Lessor is not responsible for any fault, inaccuracy, omission, delay or any other failure in the Services caused by Lessee's hardware, software, cabling, network services, or arising from Lessee's use of the Services on such equipment.

6. **THE BLOOMBERG TRAVELER (IF APPLICABLE)**

- (a) THE BLOOMBERG TRAVELER: (i) must be associated with a specific BLOOMBERG PROFESSIONAL service license leased by Lessee; (ii) will not be used for an extended period of time in a time zone different than that of its associated BLOOMBERG PROFESSIONAL service license; (iii) will disable the associated terminal for a certain period of time; and (iv) is leased and may be terminated upon 30 days' prior written notice to Lessor. Lessee will incur a connection fee for any relocation of Lessor-provided software or Services.
- (b) Lessee-provided hardware and software must meet all technical specifications provided by Lessor. Lessee accepts responsibility for properly loading, maintaining and upgrading THE BLOOMBERG TRAVELER software on Lessee-provided hardware, in accordance with Lessor's instructions and procedures. The software is furnished under the Agreement and may be used only in accordance with the terms of such Agreement. Except as provided in the Agreement, the software may not be: (i) copied, broadcasted, reproduced, ported or otherwise routed to or used in any fashion on any non-authorized computer or display or in any other application; (ii) recompiled, decompiled, disassembled, reverse engineered, made into or distributed in any form of derivative work; (iii) modified, adapted, translated, rented, leased, loaned, resold, distributed or, except as provided in the Agreement, networked in whole or in part; or (iv) used with any other terminal, network, or device except as permitted by this Agreement. LESSOR MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Lessor shall not be liable for errors contained in the software or for indirect, incidental, consequential or special damages in connection with the furnishing, performance or use of the software.

7. **FORM**

This Schedule, and any amendments hereto, may be executed and delivered by facsimile or electronic mail. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement.

Customer Signature: 

Acct: 202485 Agmt: 784870 Ord: 784870



Bloomberg

Exhibit 2 Communications Authorization Letter

Date: 04/18/2001

Account #: 202485

To Whom It May Concern:

I hereby authorize Bloomberg L.P. to discuss with the local communication carriers all communications matters relating to the installation and servicing of THE BLOOMBERG to us at the address below.

Furthermore, Bloomberg L.P. is authorized to transmit our orders for installation or removal of telephone equipment or services to the various communications carrier representatives. The respective companies are hereby requested and authorized to provide any and all information requested by Bloomberg L.P. including charges, rates and copies of billing material.

The undersigned will be responsible for all installation and monthly charges with regard to this order and requests that all bills be sent to the undersigned at the address below.

This authorization does not preclude our ability to act in our own behalf when we deem it necessary.

Yours truly,



Signature (Duly authorized officer, partner or proprietor) _____ Date _____

Steven R. Jepsen

Name (Please type or print)

City Manager

Title (Please type or print)

Please return to:

CITY OF OCEANSIDE
300 NORTH COAST HIGHWAY
OCEANSIDE CA 92054
UNITED STATES

Bloomberg L.P.
499 Park Avenue
New York, NY 10022-1240
Attn: Communications Department
Telephone: (212) 318-2450
Fax: (917) 369-5540

