ITEM NO. 6

STAFF REPORT

CITY OF OCEANSIDE

DATE: March 13, 2013

TO: Honorable Mayor and City Councilmembers

FROM: City Treasurer's Office

SUBJECT: **APPROVAL FOR CONTINUATION OF AN AGREEMENT FOR A TWO-YEAR PERIOD WITH BLOOMBERG, L.P., OF NEW YORK, IN THE AMOUNT OF $63,840 TO PROVIDE MARKET PRICING AND INFORMATION SERVICES**

SYNOPSIS

Staff recommends that the City Council approve the continuation of an agreement in the amount of $63,840, for a two-year period, effective July 1, 2013, through June 30, 2015, with Bloomberg, L.P., of New York, for access to a live market pricing and information system used by the Treasurer's office in managing the City's investment portfolio.

BACKGROUND

In May 2001, the City entered into a two-year agreement with Bloomberg 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 the agreement is terminated by either party. From 2001 to 2007, procurement procedures allowed the City Manager to approve the contract annually without City Council approval since the annual amount fell below the $50,000 threshold that required Council approval. After 2007, Council was required to approve each two-year automatic renewal. City Council last approved the continuation of the contract on March 16, 2011.

ANALYSIS

The Treasurer's office utilizes Bloomberg Professional Services, a live market pricing and information system, in the daily management of the City's $230 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. It also provides an efficient method of communication between staff and brokerage firms regarding investments. The system aids in other types of research relating to the City's debt issuances and vendor research as well. Bloomberg is a sole-source vendor; there are no other viable options to provide the market pricing service required in management of the City's investment portfolio.

The Treasurer's office first entered into the agreement with Bloomberg for the service in June 2001. The term of the agreement was for two years, with automatic service contract renewal every two years thereafter. If either party wishes to terminate the contract, notification is to be given no later than sixty-days prior to the end of the two-year term. The City's contract with Bloomberg has been renewed five times since the initial two-year term, with the current two-year term in effect from July 1, 2011, through June 30, 2013, due to renew on July 1, 2013.

The contract also allows for pricing increases to occur during the renewal period. Bloomberg price increases occur every two years with notification by letter (attached). The following table shows the price increases since the contract first renewed in 2003:

Bloomberg Pricing Since Contract Inception

	Inception of Contract 6/2001	Price Increase 8/2002; Effective 7/1/03	Price Increase 8/2004; Effective 7/1/05	Price Increase 8/2006; Effective 7/1/07	Price Increase 8/2008; Effective 7/1/09	Price Increase 8/2010; Effective 7/1/11	Price Increase 8/2012; Effective 7/1/13
Price Per Month							
Bloomberg Anywhere Subscription	1,640	1,700	1,700	1,800	1,900	1,975	2,000
Dedicated T1 Circuit	495	495	495	495	495	495	495
Hardware Lease	-	-	150	150	150	150	150
Estimated Sales Taxes	145	145	145	146	13	15	15
Monthly Lease Amount	$ 2,280	$ 2,340	$ 2,490	$ 2,591	$ 2,558	$ 2,635	$ 2,660
Annual Contract Amount	$ 27,360	$ 28,080	$ 29,880	$ 31,090	$ 30,690	$ 31,620	$ 31,920
Two-year Contract Amount	**$ 54,720**	**$ 56,160**	**$ 59,760**	**$ 62,180**	**$ 61,380**	**$ 63,240**	**$ 63,840**

The price for the service is due to increase by $25 per month on July 1, 2013. The total two-year contract price for the new term will be $63,840.

Staff is requesting approval by Council to continue utilizing the Bloomberg system and allow for the automatic two-year renewal of the contract. If Council does not approve the contract, the City has until April 30, 2013, to notify Bloomberg in writing of its intention to terminate the service.

FISCAL IMPACT

The cost of the two-year agreement is $63,840 as outlined below:

Single Location Terminal/Bloomberg Anywhere Subscription	$ 2,000/month
Dedicated T-1 Circuit	$ 495/month
Hardware Lease	$ 150/month
Estimated Sales Taxes	$ 15/month
Total per Month	$ 2,660/month
Two-year Total	$ 63,840

The cost of the system is offset by interest earnings from the City's investment portfolio. Funds are appropriated annually as part of the budget process in Fund 102, Investment Clearing Fund, account number 200010102.5405, Banking/Transaction Fees.

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 continuation of an agreement in the amount of $63,840, for a two-year period, effective July 1, 2013, through June 30, 2015, with Bloomberg, L.P., of New York, for access to a live market pricing and information system used by the Treasurer's office in managing the City's investment portfolio.

PREPARED BY:

Michele C. Lund, CCMT
Treasury Manager

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Deputy City Manager
Gary M. Ernst, City Treasurer
Teri Ferro

Attachment: Bloomberg Price Increase Letters
Bloomberg Contract

Bloomberg

Bloomberg L.P. 731 Lexington Ave New York, NY 10022 Tel +1 212 318 2000 bloomberg.com

August 9, 2012

Dear Valued Customer,

On December 1, 2012 we will be raising our prices for the BLOOMBERG PROFESSIONAL service.

The increase will be $95 per month for multiple location rate terminal or Bloomberg Anywhere ('BBA') subscriptions. This increase represents a less than 3% per year increase over the 2 year subscription term which is consistent with Bloomberg historical practice and links our price increase to global inflation over the prior two years. Further, an increase of $25 per month will be applied to any single location rate terminal or BBA subscriptions.

The price increases will take effect on the renewal dates of your existing terminals or BBA subscriptions as they occur after December 1, 2012 as well as any new subscriptions ordered on or after December 1, 2012.

Regards,

Daniel L. Doctoroff

Daniel L. Doctoroff

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Bloomberg

Bloomberg L.P. 731 Lexington Ave New York, NY 10022 Tel +1 212 318 2000 bloomberg.com

August 04, 2010

Dear Valued Customer,

On December 1, 2010 we will be raising our prices for the BLOOMBERG PROFESSIONAL service. We wanted to give as much notice as we could to help you in your planning process.

The increase will be $65 per month for multiple location terminal subscriptions or Bloomberg Anywhere ('BBA') licenses and $75 per month for single location terminal subscriptions or BBA licenses.

Increases will take effect on the renewal date of your existing terminal or BBA subscriptions.

Thank you for being a Bloomberg customer.

Yours truly,

Daniel L. Doctoroff

Daniel L. Doctoroff

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Bloomberg

Bloomberg L.P. 731Lexington Ave New York, NY 10022 Tel +1 212 318 2000 bloomberg.com

August 13, 2008

Dear Valued Customer,

On December 1, 2008 we will be raising our prices for the BLOOMBERG PROFESSIONAL service. We wanted to give as much notice as we could to help in your planning process.

The increase will be $90 per terminal / per month for Multiple Terminal Customers and $100 per terminal / per month for Single Terminal Customers.

Increases take effect on the date of renewal for your existing terminals.

Thank you for being a customer.

Yours truly,

Dan Doctoroff

BLOOMBERG, BLOOMBERG PROFESSIONAL, BLOOMBERG MARKETS, BLOOMBERG NEWS, BLOOMBERG ANYWHERE, BLOOMBERG TRADEBOOK, BLOOMBERG BONDTRADER, BLOOMBERG TELEVISION, BLOOMBERG RADIO, BLOOMBERG PRESS and BLOOMBERG.COM are trademarks and service marks of Bloomberg Finance L.P., a Delaware limited partnership, or its subsidiaries. The BLOOMBERG PROFESSIONAL service (the "BPS") is owned and distributed locally by Bloomberg Finance L.P. (BFLP) and its subsidiaries in all jurisdictions other than Argentina, Bermuda, China, India, Japan and Korea (the "BLP Countries"). BFLP is a wholly-owned subsidiary of Bloomberg L.P. ("BLP"). BLP provides BFLP with all global marketing and operational support and service for these products and distributes the BPS either directly or through a non-BFLP subsidiary in the BLP Countries.

Bloomberg

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731 Lexington Avenue
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Fax +1 917 369 5000
bloomberg.com

August 14, 2006

Dear Valued Customer,

On December 1st 2006 we will be raising our prices for the Bloomberg Professional Service. We wanted to give as much notice as we could to help in your planning process.

As of December 2006, we will roll out a $75 per terminal / per month increase for Multiple Terminal Customers, $100 per terminal / per month for Single Terminal Customers.

The monthly price for a Bloomberg Traveler will be $500 per month. We encourage you to ask your salesperson about Bloomberg Anywhere; our technology that enables you to access your Bloomberg terminal from any Internet-ready PC for no additional fee. Work where you want, when you want, with your data and subscriptions intact.

These increases take effect on the date of renewal for your existing terminals. Terminals ordered on or after December 1, 2006 will have the new price.

The annual price for Trading Systems will increase as follows and will take effect on the date of renewal for your existing Trading System Agreement:

Trade Order Management System (TOMS)	$125,000
Portfolio Order Management System (POMS)	$100,000
Alternative Investment Order Management System (AIM/POMS)	$125,000

This pricing will go into effect for new Trading Systems effective January 1, 2007.

We continue to meet the demands of our Trading Systems clients with new products and services. We anticipate the complexity of this business to grow in the coming years. In preparation for this, additional Sales, Service and Development personnel continue to be added to the Bloomberg team supporting these products.

Thank you for being a customer.

Yours truly,

Lex Fenwick
Chief Executive Officer

Bloomberg

Bloomberg L.P.
499 Park Avenue
New York, NY 10022
Tel +1 212 318 2000
Fax +1 917 369 5000
bloomberg.com

August 6, 2004

Dear Valued Customer,

On December 1, 2004, we will be raising the price of the BLOOMBERG PROFESSIONAL® service to $1425 per month for locations with multiple subscriptions. Single subscription prices will remain at $1700 per month. Those customers using a Bloomberg Flat Panel or Bloomberg Flat Panel / PC will pay $100 per month or $150 per month extra, respectively. Up to this point, hardware was included in the single subscription price.

These new prices will be phased in over the next two years taking effect when your subscription renews.

We have been working extremely hard to augment our content: recently adding every U.S. legal case, foreign exchange liquidity and analytics, much more data on shipping, energy, loans, insurance, people as well as "BLOOMBERG RESEARCH."

We have many new features about to be released: the launch of "BFON," a video / audio telephone over our network; a dramatically re-vamped and powerful "BLOOMBERG SEARCH;" the completion of "BLOOMBERG PEOPLE," a comprehensive People database and last, but not least, a large number of enhancements to "BLOOMBERG MESSAGE," allowing digital sorting and storing of data.

"BLOOMBERG ANYWHERE" has been a resounding success providing you disaster recovery capability, whilst allowing remote access to your Bloomberg, whenever you want, wherever you want.

We are, in the end, a "service" company. Our multi-lingual help desk handles 170,000 questions per month in under ten minutes and every single telephone call we receive is answered within three rings by a human being. We will continue to innovate in this area.

Thank you for your continued support. Thank you for trusting us to make your terminal better everyday. We believe that your Bloomberg offers better value than ever before.

Lex Fenwick
Chief Executive Officer

Bloomberg

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August 26, 2002

Dear Valued Customer:

For over 20 years we have endeavored to constantly improve our product, most recently releasing "Launchpad" allowing far greater flexibility than ever before.

On November 1, 2002 we will be raising the monthly price of the Bloomberg Professional service. Those customers not using a Bloomberg PC or flat panel will pay $1350 per month; those customers using a Bloomberg PC or flat panel will pay $1450 per month. Single subscription customers will pay $1700 per month.

These adjustments will be phased in over the following two years; your new rate will take effect upon the renewal of your contract, on or after November 1, 2002. The above rates will take effect from November 1 for new customers.

You may rely on us to continue to evolve the product – searching for new data, writing more analytics, researching more stories and above all striving to improve our customer service in everything we do.

We have always valued our customers and are mindful of the pressures you face; we are also subject to the same outside cost pressures and have to react accordingly.

Thank you for your continued support, we look forward and hope to be able to serve you in the future.

Lex Fenwick
Chief Executive Officer

BLOOMBERG L.P. • 499 PARK AVENUE • NEW YORK, NY 10022 • TEL +1 212 318 2000 • FAX +1 917 369 5000

Document No. 07-D0739-1
12/19/07 (8)

BLOOMBERG L.P.
499 Park Avenue
New York, NY 10022
Telephone: (212) 318-2540
Facsimile: (917) 369-5540

BLOOMBERG SCHEDULE OF SERVICES

LESSOR: BLOOMBERG L.P.

LESSEE: CITY OF OCEANSIDE **ACCOUNT No:** 202485

DEPARTMENT: **ORDER DATE:** 04/18/2001 **ORDER No:** 784870

EQUIPMENT ADDRESS:
300 NORTH COAST HIGHWAY
OCEANSIDE (City) CA (State/Province) 92054 (Postal Code)
UNITED STATES

USER CONTACT:
MICHELLE LUND 760-435-3549

BILLING ADDRESS: (Payment only accepted from Billing Party listed below)
300 NORTH COAST HIGHWAY
OCEANSIDE (City) CA (State/Province) 92054 (Postal Code)
UNITED STATES

BILLING CONTACT:
MICHELLE LUND 760-435-3549

Lessor and Lessee are parties to a **BLOOMBERG AGREEMENT**, Number **784870** (the "Agreement"), which sets forth the terms and conditions under which Lessor provides to Lessee the Services described therein. The Services include one free subscription to Bloomberg Magazine for each user of the BLOOMBERG PROFESSIONAL service. All upgrades, relocations, conversions, equipment modifications and other changes requested by Lessee related to the Services will automatically be charged at Lessor's prevailing rates and Lessee will be invoiced accordingly. If local dedicated circuits for network access are provided by Lessor to Lessee, the charges for such dedicated local circuits are not guaranteed for the term of the Agreement. Increases and/or discounts to such charges may be made on sixty days written notice and customer relocations may result in immediate price adjustments for such local circuits.

(Additional terms on next page with required acknowledgment.)

QUANTITY	TYPE OF SERVICES/EQUIPMENT ORDERED	MONTHLY UNIT PRICE	COMMENCEMENT DATE OF TERM
01	15"FlatPnl w/PC Lease	1,640.00	
01	Dedicated T1/E1 Circuit	495.00	
	Total* $	2,135.00	

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

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*This total does not include monthly fees for real-time exchange and third-party information services or applicable taxes. All applicable taxes, including without limitation, sales tax and VAT, shall be added to the charges for the Services and set forth on the invoices. If tax-exempt, a copy of the State/Foreign Tax Exempt Certificate must be submitted upon signing the Agreement.

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 disenable 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 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 (Company Name) ACCOUNT: 202485 AGREEMENT: 784870 ORDER: 784870

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 majure, 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

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

Date

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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.

8. **Access.**
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: _____ **Acct:** 202485 **Agmt:** 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:	Agreed to by:
CITY OF OCEANSIDE	**BLOOMBERG L.P.**
Company Name (Please Type or print)	By: BLOOMBERG INC., General Partner
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	Date

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

APPROVED AS TO FORM
OCEANSIDE CITY ATTORNEY

Duane E. Bennett

DUANE E. BENNETT
City Attorney

AMSTERDAM
ATLANTA
BANKOK
BEIJING
BOGOTA
BOMBAY
BONN
BOSTON
BRASILIA
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BLOOMBERG L.P.
499 Park Avenue
New York, NY 10022
Telephone: (212) 318-2540
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)

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

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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 storaged 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: _____ **Acct:** 202485 **Agmt:** 784870 **Ord:** 784870

Bloomberg

Thank you for your order!

Attached please find the documents related to **subscribing for real-time exchanges** on your new BLOOMBERG PROFESSIONAL service. This page will briefly outline the important exchange related information.

The first attachment, Real-Time Order Form, is for ordering real-time exchange access on your new terminal(s). Please make sure all fields are completed and that the document is **signed** by an authorized representative of your company. Please note that some exchanges may require additional subscriber agreements, if not already secured, for each account. These exchanges are indicated on the order form with an asterisk (*). When required, the agreements will be forwarded to you upon receipt of your order form. *If you do not return this form you will receive **DELAYED** data from all of the exchanges.*

The second attachment, Fees for Real-Time Exchange and News Services, details the monthly per terminal fees for each exchange, unless otherwise specified.

Once you have your BLOOMBERG PROFESSIONAL service installed, you can find additional information by typing EXCH <GO>. This function displays your current real-time entitlements and provides detailed information on each exchange, including trading hours, price, and delay times for non-subscribers. In addition, you may also download subscriber agreements for any future orders that may require them.

For future reference, you can always update your real-time entitlements by sending a fax or email to the Exchange Department. Please include the exchanges you wish to add or delete as well as your SID#. All emails must be sent from the account of an authorized person, and all faxes need to be signed by an authorized person.

For assistance regarding these documents or any other exchange related questions, please contact the Bloomberg Exchange Department at (212) 318-2570. If calling from outside New York City, please dial U.S. toll-free (800) 448-5678 ext. 2570. Our email is *exchanges@bloomberg.net* and our fax is (917) 369-4595. We are available on a 24 hours basis from Sunday 4 PM through Friday 6 PM EST.

We look forward to working with you!

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JAKARTA
JERUSALEM
JOHANNESBURG
KUALA LUMPUR
LIMA
LISBON
LONDON
LOS ANGELES
MADRID
MANILA
MELBOURNE
MEXICO CITY
MIAMI
MILAN
MINNEAPOLIS
MOSCOW
MUMBAI
NEW YORK
OSAKA
OTTAWA
PALO ALTO
PARIS
PITTSBURGH
PORTLAND
PRAGUE
PRINCETON
ROME
SAN FRANCISCO
SANTIAGO
SAO PAULO
SEATTLE
SEOUL
SHANGHAI
SINGAPORE

Bloomberg

REAL-TIME ORDER FORM

Instructions: Please provide the information requested and select the services required for the SID#. Please make as many copies as required for additional users.

Account Name: CITY OF OCEANSIDE Account #: 202485 Order: 784870

User Name:

SID#:

Press <CANCEL> to obtain the SID#

Fax# / Email:

SIGNATURE:

SIGNATURE IS REQUIRED TO PROCESS THIS ORDER

Print Name:

		✓
AMERICAN STOCK EXCHANGE*	AMEX	
AMSTERDAM STOCK EXCHANGE NEWS	AMX	
ARGENTINA - MERCADO A TERMINO BUENOS AIRES*	MAT	
ARGENTINA - BOLSA DE COMERCIO BUENOS AIRES	BCBA	
ARGENTINA - MERCADO ABIERTO ELECTRONICO	MAE	
ATHENS DERIVATIVES EXCHANGE	GRED	
ATHENS STOCK EXCHANGE	GREC	
AUSTRALIAN DERIVATIVES EXCHANGE	ADER	
AUSTRALIAN STOCK EXCHANGE (EQUITIES)	ASE	
AUSTRALIAN STOCK EXCHANGE (OPTIONS)	AOPT	
AUSTRALIAN STOCK EXCHANGE NEWS	ASX	
AUSTRIAN FUTURES & OPTIONS EXCHANGE	AFOE	
BALTIC EXCHANGE	BALT	
BANGKOK STOCK EXCHANGE	BANG	
BUDAPEST STOCK EXCHANGE	BUDA	
CANADIAN EXCHANGE GROUP (USERS OUTSIDE CANADA ONLY)*	CAN	
CANADA - MONTREAL STOCK EXCH. (USERS IN CANADA ONLY)*	MONT	
CANADA - TORONTO STOCK EXCH. (USERS IN CANADA ONLY)*	CAN	
CANADIAN VENTURE EXCHANGE (USERS IN CANADA ONLY)*	VANC	
CANADA - MONTREAL MARKET BY PRICE*†	MMBP	
CANADA - TORONTO MARKET BY PRICE*†	TMBP	
CANADIAN VENTURE EXCHANGE MARKETDEPTH*†	VBBO	
CARACAS - BOLSA DE VALORES DE CARACAS	CARA	
CHICAGO BOARD OF TRADE*	CBOT	
CHICAGO MERCANTILE EXCHANGE*	CME	
CHILE - BOLSA DE COMERCIO	CHIL	
CHILE - BOLSA ELECTRONICO	ELEC	
COLOMBIA - BOGOTA STOCK EXCHANGE (EQUITIES)	BOGE	
COLOMBIA - BOGOTA STOCK EXCHANGE (FIXED INCOME)**	BOGD	
COLOMBIA - BOLSA DE MEDELLIN	MEDE	
COMEX (GOLD, SILVER, COPPER, EUROTOP)*	CEC	
COMMODITY & MONETARY EXCHANGE OF MALAYSIA*	KLCE	
COPENHAGEN STOCK EXCHANGE	COPN	
EASDAQ	EASD	
EUREX	DTB	
EUREX - 5 BEST BID / ASK	EBBO	
EURONEXT EQUITIES - 5 BEST BID / ASK	ENX2	
EURONEXT EQUITIES & INDEX DERIVATIVES EXCHANGE	EDER	
EURONEXT INTEREST RATE FUTURES, OPTIONS & COMMODITIES	EFOC	
FIPS BASIC (FIXED INCOME PRICING SYSTEM)*	FIPS	
FIPS BROKER DEALER QUOTES*	BQDS	
FOREIGN CURRENCY OPTIONS*	FCO	
GERMAN EXCHANGE DATA	FRNK	
GERMAN NEW MARKET LEVEL 1	GNM1	
GERMAN NEW MARKET LEVEL 2	GNM2	
HELSINKI FUTURES & OPTIONS EXCHANGE	SOM	
HELSINKI STOCK EXCHANGE	HELS	
HONG KONG FUTURES EXCHANGE	HKFE	
HONG KONG OPTIONS EXCHANGE	HKOE	
HONG KONG STOCK EXCHANGE	HKSE	
INDIA - BOMBAY STOCK EXCHANGE	BOMB	
INDIA - NATIONAL STOCK EXCHANGE OF INDIA	INDI	
INTERNATIONAL PETROLEUM EXCHANGE	IPE	
IRISH STOCK EXCHANGE LEVEL 1	DUBL	
IRISH STOCK EXCHANGE - 5 BEST BID / ASK	DUBB	
JAKARTA STOCK EXCHANGE	JAKA	
JAPAN BOND TRADING COMPANY LTD. - BB 3:00 PM PRICING	BB3P	
JAPAN BOND TRADING COMPANY LTD. - BB 5:30 PM PRICING	BB5P	
JAPAN BOND TRADING COMPANY LTD. (JGB / BB WARRANTS)	BBW	
JAPAN SECURITIES DEALERS ASSOCIATION	JASD	
JOHANNESBURG STOCK EXCHANGE	SAFR	
KANSAS CITY BOARD OF TRADE	KCBT	
KOREA STOCK EXCHANGE	SEOU	
KOREAN FUTURES EXCHANGE (KOFEX)	KOFX	
KOSDAQ	KOSQ	
KUALA LUMPUR STOCKS, FUTURES, & OPTIONS EXCHANGE	KLOF	

		✓
LIMA - BOLSA DE VALORES DE LIMA	LIMA	
LISBON STOCK EXCHANGE	LISB	
LISBON STOCK EXCHANGE - 5 BEST BID / ASK	PBBO	
LONDON INT'L FUTURES & COMMODITIES EXCHANGE	LIFF	
LONDON INTERNATIONAL FUTURES LIMIT ORDER BOOK	LBBO	
LONDON METAL EXCHANGE	LME	
LONDON STOCK EXCHANGE LEVEL 1 - UK1	UK1	
LONDON STOCK EXCHANGE LEVEL 2 (MARKET MAKERS)	UK2	
LONDON STOCK EXCHANGE (SEAQ INT'L / ISE)	ISE1	
LONDON - FTSE INDICES	UKIX	
LUXEMBOURG STOCK EXCHANGE	LUX	
MADRID STOCK EXCHANGE	MADR	
MANILA STOCK EXCHANGE	MANI	
MEFF RENTA FIJA (BARCELONA FUTURES)	MFB	
MEFF RENTA VARIABLE (MADRID FUTURES)	MFM	
MEXDER - MERCADO MEXICANO DE DERIVADOS	MEXD	
MEXICO STOCK EXCHANGE	MEXI	
MILAN ITALIAN FUTURES	MTS	
MILAN STOCK EXCHANGE	MIL	
MILAN STOCK EXCHANGE - 5 BEST BID / ASK	MBBO	
MINNEAPOLIS GRAIN EXCHANGE	MGE	
NASDAQ LEVEL 1 (LAST SALE / LEVEL 1)*	NASD	
NASDAQ LEVEL 2 (MARKET MAKERS)*	NQDS	
NEW YORK BOARD OF TRADE*	NYFE	
NEW YORK MERCANTILE EXCHANGE*	NYMX	
NEW YORK STOCK EXCHANGE*	NYSE	
NEW ZEALAND STOCK EXCHANGE	NEWZ	
NEW ZEALAND STOCK EXCHANGE NEWS	NZX	
NORD POOL - NORDIC POWER EXCHANGE	NORD	
OMLX (SWEDISH INDEX & EQUITY OPTION)	OML	
OPTIONS PRICE REPORTING AUTHORITY*	OPRA	
OSAKA SECURITIES EXCHANGE	OSE	
OSLO STOCK EXCHANGE	OSLO	
PMN(SWEDISH MONEY / BOND FUTURE MARKET)	OMR	
PRAGUE STOCK EXCHANGE	PRAG	
RIGA STOCK EXCHANGE	RIGA	
RIO DE JANEIRO OTC EXCHANGE (SOMA)	SOMA	
RUSSIAN TRADING SYSTEMS	RTS	
SAO PAOLO STOCK EXCHANGE (BOVESPA)	SAOP	
SAO PAULO COMMODITIES AND FUTURES EXCHANGE	BMF	
SHANGHAI STOCK EXCHANGE	SHNG	
SHENZHEN STOCK EXCHANGE	SHEN	
SINGAPORE COMMODITY EXCHANGE	SCOM	
SINGAPORE EXCHANGE - DERIVATIVES TRADING (SGX-DT)	SIMX	
SINGAPORE EXCHANGE - (SGX-DT) - 5 BEST BID / ASK	SBBO	
SINGAPORE EXCHANGE - SECURITIES TRADING (SGX-ST)	SING	
SOUTH AFRICA FUTURES EXCHANGE	SAFE	
STOCKHOLM STOCK EXCHANGE	STOC	
STOXX INDICES	STOX	
SWISS MARKET DATA ***	SMD	
SYDNEY FUTURES EXCHANGE*	SFE	
SYDNEY FUTURES EXCHANGE - 3 BEST BID / ASK*	SFBB	
TAIWAN FUTURES EXCHANGE	TFUT	
TAIWAN OTC	TOTC	
TAIWAN STOCK EXCHANGE CORPORATION*	TAIP	
TALLINN STOCK EXCHANGE	TALL	
TEL AVIV STOCK EXCHANGE	TELA	
TOKYO COMMODITY EXCHANGE	TCOM	
TOKYO GRAIN EXCHANGE	TGE	
TOKYO INTERNATIONAL FINANCIAL FUTURES EXCHANGE	TIFF	
TOKYO STOCK EXCHANGE	TSE	
TUNISIA STOCK EXCHANGE	TUNI	
VIENNA STOCK EXCHANGE	VIEN	
WARSAW STOCK EXCHANGE	WARS	
WINNIPEG COMMODITY EXCHANGE	WNPG	
XETRA	BIS	
XETRA MARKET DEPTH (DAX 100)	XBBO	

* Subscriber agreement required

† You must be a subscriber of the primary exchange ** Only available in real-time to users outside of Colombia *** Agreement required for users in Switzerland

NEW YORK EXCHANGE DEPARTMENT: (T) 212-318-2570, (F) 917-369-4595, exchanges@bloomberg.net

Bloomberg

FEES FOR REAL-TIME E[illegible]ANGE AND NEWS SERVICES

LAST UPDATED MARCH, 2001

OPTIONAL SERVICES		MONTHLY SUBSCRIPTION FEES PER TERMINAL
AMERICAN STOCK EXCHANGE*	AMEX	$ 30.20 PLUS $ 1.00 ADMINISTRATIVE FEE
AMSTERDAM STOCK EXCHANGE NEWS	AMX	$ 54
ARGENTINA - MERCADO A TERMINO BUENOS AIRES*	MAT	$ 30
ARGENTINA - BOLSA DE COMERCIO BUENOS AIRES	BCBA	FIRST TERMINAL: $ 40; EACH ADDITIONAL: $ 20
ARGENTINA - MERCADO ABIERTO ELECTRONICO	MAE	$ 30
ATHENS DERIVATIVES EXCHANGE	GRED	$ 16
ATHENS STOCK EXCHANGE	GREC	$ 16
AUSTRALIAN DERIVATIVES EXCHANGE	ADER	$ 12
AUSTRALIAN STOCK EXCHANGE (EQUITIES)	ASE	$ 38
AUSTRALIAN STOCK EXCHANGE (OPTIONS)	AOPT	$ 10
AUSTRALIAN STOCK EXCHANGE NEWS	ASX	IN AUSTRALIA – FIRST TERMINAL: $ 50.50; EACH ADDITIONAL: $ 32 OUTSIDE AUSTRALIA – FIRST TERMINAL: $ 25.50; EACH ADDITIONAL: $ 16
AUSTRIAN FUTURES & OPTIONS EXCHANGE	AFOE	$ 26
BALTIC EXCHANGE	BALT	FIRST TERMINAL: $ 34; EACH ADDITIONAL: $ 17
BANGKOK STOCK EXCHANGE	BANG	$ 20
BUDAPEST STOCK EXCHANGE	BUDA	$ 50
CANADIAN EXCHANGE GROUP (USERS OUTSIDE CANADA ONLY)*	CAN	PRICES VARY BASED ON NUMBER OF TERMINALS
CANADA - MONTREAL STOCK EXCH. (USERS IN CANADA ONLY)*	MONT	C$ 29.75
CANADA - TORONTO STOCK EXCH. (USERS IN CANADA ONLY)*	CAN	C$ 32 PLUS $3.50 AMINISTRATIVE FEE
CANADIAN VENTURE EXCHANGE (USERS IN CANADA ONLY)*	VANC	$ 14
CANADA - MONTREAL MARKET BY PRICE*†	MMBP	C$ 8
CANADA - TORONTO MARKET BY PRICE*†	TMBP	$ 10
CANADIAN VENTURE EXCHANGE MARKETDEPTH*†	VBBO	$ 10
CARACAS - BOLSA DE VALORES DE CARACAS	CARA	$ 30
CHICAGO BOARD OF TRADE*	CBOT	$ 31
CHICAGO MERCANTILE EXCHANGE*	CME	FIRST TERMINAL: $ 60; EACH ADDITIONAL: $ 13
CHILE - BOLSA DE COMERCIO	CHIL	IN CHILE: $ 60; OUTSIDE CHILE: $ 40
CHILE - BOLSA ELECTRONICO	ELEC	$ 15
COLOMBIA - BOGOTA STOCK EXCHANGE (EQUITIES)	BOGE	IN COLOMBIA: $ 40; OUTSIDE COLOMBIA: $ 30
COLOMBIA - BOGOTA STOCK EXCHANGE (FIXED INCOME)**	BOGD	IN COLOMBIA: NOT AVAILABLE; OUTSIDE COLOMBIA: $ 30
COLOMBIA - BOLSA DE MEDELLIN	MEDE	$ 15
COMEX (GOLD, SILVER, COPPER, EUROTOP)*	CEC	FIRST TERMINAL: $ 60; EACH ADDITIONAL: $ 10
COMMODITY & MONETARY EXCHANGE OF MALAYSIA*	KLCE	FIRST TERMINAL: $ 50; EACH ADDITIONAL: $ 20
COPENHAGEN STOCK EXCHANGE	COPN	$ 36
EASDAQ	EASD	$ 17
EUREX	DTB	$ 21
EUREX - 5 BEST BID / ASK	EBBO	$ 40
EURONEXT EQUITIES - 5 BEST BID / ASK	ENX2	$ 50
EURONEXT EQUITIES & INDEX DERIVATIVES EXCHANGE	EDER	$ 20
EURONEXT INTEREST RATE FUTURES, OPTIONS & COMMODITIES	EFOC	$ 15
FIPS BASIC (FIXED INCOME PRICING SYSTEM)*	FIPS	$ 5
FIPS BROKER DEALER QUOTES*	BQDS	$ 50
FOREIGN CURRENCY OPTIONS*	FCO	FIRST TERMINAL: $ 3.50; EACH ADDITIONAL: $ 2.75
GERMAN EXCHANGE DATA	FRNK	$ 26
GERMAN NEW MARKET LEVEL 1	GNM1	$ 12
GERMAN NEW MARKET LEVEL 2	GNM2	$ 18
HELSINKI FUTURES & OPTIONS EXCHANGE	SOM	$ 20
HELSINKI STOCK EXCHANGE	HELS	IN FINLAND: $ 22; OUTSIDE FINLAND: $ 14
HONG KONG FUTURES EXCHANGE	HKFE	$ 10
HONG KONG OPTIONS EXCHANGE	HKOE	$ 6
HONG KONG STOCK EXCHANGE	HKSE	$ 26
INDIA - BOMBAY STOCK EXCHANGE	BOMB	$ 20
INDIA - NATIONAL STOCK EXCHANGE OF INDIA	INDI	$ 20
INTERNATIONAL PETROLEUM EXCHANGE	IPE	IN USA & CANADA – FIRST TERMINAL: $ 55; EACH ADDITIONAL: $ 13 ALL OTHER COUNTRIES – FIRST TERMINAL: $ 59; EACH ADDITIONAL: $ 13.50
IRISH STOCK EXCHANGE LEVEL 1	DUBL	$ 15
IRISH STOCK EXCHANGE - 5 BEST BID / ASK	DUBB	$ 20
JAKARTA STOCK EXCHANGE	JAKA	$ 15
JAPAN BOND TRADING COMPANY LTD. - BB 3:00 PM PRICING	BB3P	IN JAPAN: ¥ 10,000; ALL OTHER COUNTRIES: $ 87
JAPAN BOND TRADING COMPANY LTD. - BB 5:30 PM PRICING	BB5P	IN JAPAN: ¥ 500; ALL OTHER COUNTRIES: $ 6
JAPAN BOND TRADING COMPANY LTD. (JGB / BB WARRANTS)	BBW	IN JAPAN: ¥ 400; ALL OTHER COUNTRIES: $ 3.50
JAPAN SECURITIES DEALERS ASSOCIATION	JASD	IN JAPAN: ¥ 350; ALL OTHER COUNTRIES: $ 3
JOHANNESBURG STOCK EXCHANGE	SAFR	IN SOUTH AFRICA: $ 53; OUTSIDE SOUTH AFRICA: $ 30
KANSAS CITY BOARD OF TRADE	KCBT	FIRST TERMINAL: $ 15; EACH ADDTITIONAL: $ 3
KOREA STOCK EXCHANGE	SEOU	$ 40
KOREAN FUTURES EXCHANGE (KOFEX)	KOFX	$ 20
KOSDAQ	KOSQ	$ 15
KUALA LUMPUR STOCKS, FUTURES, & OPTIONS EXCHANGE	KLOF	$ 25

Prices are subject to change, without notice.

EXCHANGE FEES ARE BILLED IN U.S. CURRENCY EXCEPT IN JAPAN.

* Subscriber agreement required † You must be a subscriber of the primary exchange ** Only available in real-time to users outside of Colombia

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)

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

Please return to:

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

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BLOOMBERG L.P.
499 Park Avenue
New York, NY 10022
Telephone: (212) 318-2540
Facsimile: (917) 369-5540

BLOOMBERG SCHEDULE OF SERVICES

LESSOR: BLOOMBERG L.P.

LESSEE: CITY OF OCEANSIDE

ACCOUNT No: 202485

DEPARTMENT:

ORDER DATE: 04/18/2001 ORDER No: 784870

EQUIPMENT ADDRESS:

300 NORTH COAST HIGHWAY

OCEANSIDE (City) CA (State/Province) 92054 (Postal Code)

UNITED STATES

USER CONTACT:

MICHELLE LUND 760-435-3549

BILLING ADDRESS: (Payment only accepted from Billing Party listed below)

300 NORTH COAST HIGHWAY

OCEANSIDE (City) CA (State/Province) 92054 (Postal Code)

UNITED STATES

BILLING CONTACT:

MICHELLE LUND 760-435-3549

Lessor and Lessee are parties to a **BLOOMBERG AGREEMENT**, Number 784870 (the "Agreement"), which sets forth the terms and conditions under which Lessor provides to Lessee the Services described therein. The Services include one free subscription to Bloomberg Magazine for each user of the BLOOMBERG PROFESSIONAL service. All upgrades, relocations, conversions, equipment modifications and other changes requested by Lessee related to the Services will automatically be charged at Lessor's prevailing rates and Lessee will be invoiced accordingly. If local dedicated circuits for network access are provided by Lessor to Lessee, the charges for such dedicated local circuits are not guaranteed for the term of the Agreement. Increases and/or discounts to such charges may be made on sixty days written notice and customer relocations may result in immediate price adjustments for such local circuits.

(Additional terms on next page with required acknowledgment.)

QUANTITY	TYPE OF SERVICES/EQUIPMENT ORDERED	MONTHLY UNIT PRICE	COMMENCEMENT DATE OF TERM
01	15"FlatPnl w/PC Lease	1,640.00	
01	Dedicated T1/E1 Circuit	495.00	
	Total* $	2,135.00	

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

J Rodriguez

6/20/01
Date

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*This total does not include monthly fees for real-time exchange and third-party information services or applicable taxes. All applicable taxes, including without limitation, sales tax and VAT, shall be added to the charges for the Services and set forth on the invoices. If tax-exempt, a copy of the State/Foreign Tax Exempt Certificate must be submitted upon signing the Agreement.

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 disenable 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.

DT: 103 Pg: 2 of 2 SchUS 02/01

Customer Signature: _____ Acct: 202485 Agmt: 784870 Ord: 784870

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 (Company Name) ACCOUNT: 202485 AGREEMENT: 784870 ORDER: 784870

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 majure, 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

Agreed to by:
BLOOMBERG L.P.
By: BLOOMBERG INC.,
General Partner
J Rodriguez
6/20/01
Date

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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.

8. **Access.**
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: _____ **Acct:** 202485 **Agmt:** 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

Rodriguez

6/20/01
Date

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

APPROVED AS TO FORM
OCEANSIDE CITY ATTORNEY
Duane E. Bennett
DUANE E. BENNETT
City Attorney

AMSTERDAM
ATLANTA
BANGKOK
BEIJING
BOGOTA
BOMBAY
BONN
BOSTON
BRASILIA
BRISBANE
BRUSSELS
BUDAPEST
BUENOS AIRES
CALGARY
CANBERRA
CARACAS
CHICAGO
CLEVELAND
COPENHAGEN
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VANCOUVER
VIENNA
WARSAW
WASHINGTON DC
WELLINGTON
WILMINGTON
ZURICH

BLOOMBERG L.P.
499 Park Avenue
New York, NY 10022
Telephone: (212) 318-2540
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)

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

J Rodriguez

6/20/01
Date

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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 storaged 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.

DT: 107 Pg: 2 of 2 Datafeed11/99

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)

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

Please return to:

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

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BLOOMBERG FINANCE L.P.
731 Lexington Avenue
New York, NY 10022

BLOOMBERG SCHEDULE OF SERVICES

SERVICE PROVIDER ("SP"): **BLOOMBERG FINANCE L.P.**
SERVICE RECIPIENT ("SR"): **CITY OF OCEANSIDE**
DEPARTMENT:

ACCOUNT No: 202485
ORDER DATE: 08/11/2008 **ORDER No:** 20180274

EQUIPMENT ADDRESS:
CITY OF OCEANSIDE
300 NORTH COAST HIGHWAY
OCEANSIDE (City) CA (State/Province) 92054 (Postal Code)
United States
USER CONTACT:
MICHELLE LUND 760-435-3549

BILLING ADDRESS:
CITY OF OCEANSIDE
300 NORTH COAST HIGHWAY
OCEANSIDE (City) CA (State/Province) 92054 (Postal Code)
United States
BILLING CONTACT:
MICHELLE LUND 760-435-3549

SP and SR are parties to a BLOOMBERG AGREEMENT, Number 784870 (the "Agreement") which sets forth the terms and conditions under which SP provides to SR the Services described therein. The current term of the Services is July 2, 2008 through July 2, 2009. This schedule is for renewal purposes only and does not affect the underlying terms of the Agreement.

QUANTITY	TYPE OF SERVICES/EQUIPMENT ORDERED	MONTHLY UNIT PRICE
01	GovRenewSch	1,800.00

PO#		Total:	$1,800.00

TERMS AND CONDITIONS

1. **INSTALLATION OF SERVICE(S); OTHER EQUIPMENT**
   Pursuant to the Agreement, SR has requested SP to provide the Services at the stated equipment address (as noted above). The Services include one free subscription to Bloomberg Magazine for each user of the BLOOMBERG PROFESSIONAL service.
2. **TERMS & CHARGES**
   (a) The initial term of this Schedule is from the first day Services or additional Services are provided to the **second** anniversary of that date (the "Schedule Term"). This Schedule or any portion of the Services provided under this Schedule may be terminated early during the Schedule Term or any renewal thereof on the same terms and conditions for early termination as set forth in paragraph 2 of the Agreement, and shall automatically terminate upon termination of the Agreement. Upon termination of this Schedule or any portion of the Services provided under this Schedule, SR shall pay any applicable charges set forth in paragraph 3 of the Agreement with respect to such terminated Services, including a termination charge for such terminated Services based on the balance of the Schedule Term. Circuit installation or upgrades do not affect the term of the Agreement. The fee commences the day following actual installation and shall be invoiced quarterly in advance. All amounts displayed on this Schedule are in U.S. dollars. To the extent permitted by law, SP may send and SR agrees to receive invoices via electronic mail. Any fee increase of which SR is notified in accordance with the Agreement or this Schedule will take effect as specified notwithstanding the issuance of a Schedule setting forth the then current fee.

(Additional terms on next page with required acknowledgment)

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

(c) All installations, upgrades, removals, relocations, conversions, equipment modifications and other changes related to the Services will automatically be charged at SP's prevailing rates and SR will be invoiced accordingly. If circuits or routers for network access are provided to SR, the charges for such circuits or routers are not guaranteed for the term of the Agreement. Increases and/or discounts to such charges may be made on 90 days' advance written notice and customer relocations may result in immediate price adjustments for such local circuits. SR may terminate circuits or routers for network access upon 90 days' advance written notice, provided that, for circuits, SR has installed a replacement approved by SP.

(d) The Total does not include monthly fees for real-time exchange and third-party information services or applicable taxes. All applicable taxes, including without limitation, sales tax, VAT, GST and similar taxes, shall be added to the charges for the Services and set forth on the invoices. If tax-exempt, a copy of the State/Foreign Tax Exempt Certificate must be submitted upon signing the Agreement.

3. BLOOMBERG ANYWHERE

(a) "Bloomberg Anywhere" shall mean a subscription to the Services that may be used by only one individual. If SR accesses the Services through Bloomberg Anywhere by use of SP software (each, an "Access Point"), SR shall notify SP of the locations of the computers or workstations via which a Permitted User (as defined below) of Bloomberg Anywhere may access the Services upon the installation of any such software and upon SP's request from time to time. Each Access Point of a particular Permitted User will be permissioned to receive the same functionalities available to every other Access Point of such Permitted User, unless SP shall otherwise specify or determine from time to time. From time to time in SP's sole discretion, SP may permit Permitted Users to access the Services through Bloomberg Anywhere via additional software-based Access Points or via the internet.

(b) Each individual with access to the Services through Bloomberg Anywhere (each, a "Permitted User") shall gain access to the Services only through (i) a standard unique Permitted User login and password and (ii) a SP secure identification device, as required and provided by SP. All such secure identification devices shall be included in the term "Equipment." SR shall not permit Bloomberg Anywhere to be shared, switched or replicated between two or more persons or to be used to access the Services simultaneously from two or more devices, computers, workstations or locations. All Access Points provided in connection with Bloomberg Anywhere may be accessed only by a Permitted User and access may not be shared with any person who is not a Permitted User or used in any manner inconsistent with the Agreement or this Schedule. SP reserves the right periodically to audit and monitor (whether physically or electronically) Bloomberg Anywhere to ensure compliance with the Agreement and this Schedule.

4. BLOOMBERG FLAT PANEL

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

5. SHARED NETWORK; MULTIPLE SERVICES

If 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 Services, then at such time as the network is no longer shared, or multiple Services are no longer accessed, the fee for Services shall be increased to the prevailing rate for Services provided on an unshared or single Service basis.

6. RECEIPT OF THE SERVICES VIA SR'S AUTHORIZED EQUIPMENT (IF APPLICABLE)

(a) The Services shall be made available to SR 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"). SR agrees that it will access the Services only through such Authorized Equipment. In no event will SR recirculate, redistribute, access, receive or otherwise retransmit or re-route the Services to or through any other equipment or display or permit the use of any information included in the Services on any other equipment or display.

(b) SP and its Affiliated Companies (as defined below) 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, SR 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. The term "Affiliated Companies" shall mean those companies controlling, controlled by or under common control with SP.

(c) SP and its Affiliated Companies shall have no responsibility for installing, labeling, testing, maintaining, relocating or removing the Authorized Equipment, or for training or providing support documentation to SR'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 SP's Equipment are the responsibility of SR. NOTWITHSTANDING THE ABOVE, SP SHALL

(Additional terms on next page with required acknowledgment)

HAVE ALL RIGHTS WITH RESPECT TO THE AUTHORIZED EQUIPMENT, INCLUDING, BUT NOT LIMITED TO ACCESS, AND SR SHALL HAVE ALL OBLIGATIONS AND RESPONSIBILITIES WITH RESPECT THERETO, AS ARE STATED IN THE AGREEMENT WITH RESPECT TO EQUIPMENT GENERALLY. In addition, SP 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 SP shall have no obligation in this regard.

(d) SR shall not move, modify, interface, copy, broadcast, reproduce, port or otherwise use or route the Services or any portion thereof with or to any other equipment, network or software that SP, in its sole good faith judgment, determines is interacting or interfering or may interact or interfere with the performance of the Services or any portion thereof and, from time to time, upon SP's request therefor, SR shall promptly notify SP in writing of any and all such equipment, network and software. SR may use the Services solely for its internal business purposes and may not use the Services for any development purposes or to develop any applications, software or otherwise that could in any way interact or interfere with the performance of the Services or any portion thereof, except as SP may expressly permit under a separate development license with SR.

(e) In addition to those limitations on liability contained in the Agreement, to the maximum extent permitted by law, SP and its Affiliated Companies and its and their 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 SP, its Affiliated Companies, its or their 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 SR by any other party with respect thereto. SR agrees that SP and its Affiliated Companies are not responsible for any fault, inaccuracy, omission, delay or any other failure in the Services caused by SR's hardware, software, cabling, network services, or arising from SR's use of the Services on such equipment.

7. THE BLOOMBERG TRAVELER AND ACCESS POINTS (IF APPLICABLE)

(a) THE BLOOMBERG TRAVELER: (i) must be associated with a specific BLOOMBERG PROFESSIONAL service subscription accessed by SR; (ii) will not be used in a manner that would result in a reduction of SR's existing or potential subscriptions to SP's and its Affiliated Companies' Services; (iii) will disenable the associated Service for a certain period of time; and (iv) may be terminated upon 30 days' prior written notice to SP.

(b) SP may remove or require SR to remove one or more Access Points for any Bloomberg Anywhere subscription that is terminated for any reason.

(c) SR will incur a connection fee for any relocation of SP-provided software or Services. SR-provided hardware and software must meet all technical specifications provided by SP from time to time. SR accepts responsibility for properly loading, maintaining and upgrading THE BLOOMBERG TRAVELER software and Access Point software on SR-provided hardware, in accordance with SP's instructions and procedures. All software is furnished under the Agreement and this Schedule and may be used only in accordance with the Agreement and this Schedule. 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, accessed, 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 the Agreement. SP AND ITS AFFILIATED COMPANIES MAKE NO WARRANTY OF ANY KIND WITH REGARD TO INTERNET ACCESS, THE HARDWARE AND THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SP and its Affiliated Companies shall not be liable for errors contained in the software or related to internet access or for indirect, incidental, consequential or special damages in connection with the furnishing, performance or use of the software or internet access.

8. COMMUNICATIONS CIRCUITS AND FACILITIES

SP shall attempt to resolve any inquiries of SR regarding communications circuits and facilities used in accessing SP's Services. Notwithstanding any provision in the Agreement or this Schedule, SP and its Affiliated Companies are not responsible or liable for the availability or reliability of any communications circuit or facility which SP or its Affiliated Companies secure from a third party or for any act or omission of such third party furnishing such communications circuit or facility. SP AND ITS AFFILIATED COMPANIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CIRCUITS OR FACILITIES AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF SUCH CIRCUITS OR FACILITIES.

9. APPLICABILITY; FORM

(a) The terms and provisions of Sections 3, 6(d), and 7 of this Schedule shall apply to Services provided hereunder and under any other Schedule relating to the Agreement executed before the date of this Schedule.

(b) SR acknowledges and agrees that SP may delegate certain of its responsibilities, obligations and duties under or in connection with this Schedule, the Agreement and any other schedule or addendum related to the Agreement to a third party or an Affiliated Company of SP, which may discharge those responsibilities, obligations and duties on behalf of SP.

(Additional terms on next page with required acknowledgment)

(c) For inquiries, SR should contact Bloomberg L.P., operating agent of SP, at 731 Lexington Avenue, New York, NY 10022, Telephone: (212) 318-2000, Facsimile: (917) 369-5540, or any successor operating agent or other party as specified by SP from time to time.

(d) 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.

Agreed to by:
CITY OF OCEANSIDE
Company Name

*Signature (Duly authorized officer, partner or proprietor)

Peter A. Weiss
*Name (Please type or print)

City Manager
*Title (Please type or print)

9/18/08
Date

Agreed to by:
BLOOMBERG FINANCE L.P.
By: BLOOMBERG (GP) FINANCE LLC,
General Partner

Signature of Authorized Signatory

Date

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APPROVED AS TO FORM
OCEANSIDE CITY ATTORNEY

RECEIVED
DEC 15 2008
OCEANSIDE CITY CLERK

Reconciliation/Explanation of Bloomberg Pricing
Since Contract Inception

	Contract Inception 6/2001	Price Increase 8/2002; Effective 7/1/03	Price Increase 8/2004; Effective 7/1/05	Price Increase 8/2006; Effective 7/1/07
Price Per Month				
Bloomberg Anywhere Subscription	1,640	1,700	1,700	1,800
Dedicated T1 Circuit	495	495	495	495
Hardware Lease	-	-	150	150
Mo Lease Before Sales Taxes	2,135	2,195	2,345	2,445
Annual Contract Amount	25,620	26,340	28,140	29,340
Two-year Contract Amount	51,240	52,680	56,280	58,680
Estimated Sales Tax				3,500
Current Two-year Contract Amount				**$ 62,180**