

Meeting Date: 8/23/2016

Report Type: Consent

Report ID: 2016-00838

Title: Memorandum of Understanding between the Sacramento City Employees' Retirement System and the City of Sacramento Regarding Investment Support Services Provided by Bloomberg, L.P.

Location: Citywide

Recommendation: Pass a Resolution approving the Memorandum of Understanding between the Sacramento City Employees' Retirement System and the City of Sacramento regarding an agreement with Bloomberg, L.P. for investment-support services.

Contact: Bob Tokunaga, Chief Investment Officer, (916) 808-5340, John Colville, Interim City Treasurer, (916) 808-8297, Office of the City Treasurer

Presenter: None

Department: City Treasurer

Division: City Treasurer

Dept ID: 05001011

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Exhibit A (MOU City-SCERS Bloomberg)

City Attorney Review

Approved as to Form
Joseph Cerullo
8/10/2016 7:50:48 PM

Approvals/Acknowledgements

Department Director or Designee: Brian Wong - 8/2/2016 2:20:27 PM

Description/Analysis

Issue Detail: Both the City of Sacramento and Sacramento Employees' Retirement System ("SCERS") utilize extensive online investment-support services provided by Bloomberg, L.P. under an agreement with the City ("Bloomberg Agreement"). The City and SCERS, acting by and through the Administration, Investment and Fiscal Management Board ("AIFM Board"), propose to enter into a Memorandum of Understanding ("MOU") regarding the sharing of the cost of Bloomberg Agreement: SCERS will be primarily responsible for the entire annual cost of the Bloomberg Agreement, and the City will reimburse SCERS 30% of the annual cost.

Policy Considerations: The extensive online investment-support services provided under the Bloomberg Agreement are used to assist in the investment of the City's pooled funds and SCERS's assets. The City has been paying all of the annual cost of the Bloomberg Contact. The MOU shifts primary responsibility for the Bloomberg Agreement from the City to SCERS and allocates the cost between City and SCERS based on an estimate of use to invest each party's funds. The MOU proposes a fair and appropriate sharing of the annual cost of the Bloomberg Agreement based on estimated use as follows: SCERS 70% and City 30%.

Economic Impacts: None.

Environmental Considerations: This action is not subject to CEQA because it is not a "project" as defined in section 15378 of the CEQA Guidelines.

Sustainability: None.

Commission/Committee Action: SCERS, acting by and through the AIFM Board, has reviewed and approved the subject MOU and, accordingly, accepted full responsibility for the Bloomberg Agreement.

Rationale for Recommendation: The MOU implements a fair and appropriate sharing of the cost of the Bloomberg Agreement based on the relative use of Bloomberg investment support services on behalf of the City and SCERS.

Financial Considerations: The MOU reduces the City's payment for Bloomberg services used to invest the City's pooled funds from approximately \$95,000 per year to approximately \$28,500 per year, with SCERS taking on the remainder of the cost.

Local Business Enterprise (LBE): Not applicable

BACKGROUND

Since 2006, the City of Sacramento, acting by and through the City Treasurer's Office, has contracted with Bloomberg L.P. ("Bloomberg") for a variety of mission-critical investment-related services, data and equipment, designated as Bloomberg Agreement no. 36185 ("Bloomberg Agreement"). The original contract has been amended to automatically renew every year instead of every two years.

The extensive online services provided under the Bloomberg Agreement is used by the City Treasurer's Office to manage and invest the City pooled funds and the assets of the Sacramento City Employees' Retirement System ("SCERS"). Although the Bloomberg services benefit both City and SCERS, the City has paid the full cost of the Bloomberg Agreement.

Investment staff now proposes, by means of a Memorandum of Understanding attached as Exhibit 1 to the proposed Resolution herein ("MOU"), to transfer responsibility of the Bloomberg Agreement to SCERS from the City because the majority of the use of the Bloomberg services is for the benefit of SCERS and to allow for a more efficient administration of the contract. The MOU also includes an agreement by which the City and SCERS shall share in the costs incurred under the Bloomberg Agreement.

The City Treasurer serves as investment manager for both City and SCERS. City Treasurer investment staff estimates that 70% of the services provided by Bloomberg are utilized to invest SCERS assets and 30% of which are used to support the investment of the City's pooled funds.

In order to establish a fair and equitable sharing of the cost of the Bloomberg Agreement, the MOU requires SCERS to pay the cost in full and the City shall reimburse SCERS for 30% of such cost.

The MOU is attached as Exhibit 1 to the proposed Resolution. The Bloomberg Agreement is attached to the MOU as Exhibit A and Exhibit B thereto.

RESOLUTION NO. 2016-XXXX

Adopted by the Sacramento City Council

August 16, 2016

APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE SACRAMENTO CITY EMPLOYEES' RETIREMENT SYSTEM REGARDING THE SHARING OF COST OF A CONTRACT FOR INVESTMENT-SUPPORT SERVICES

BACKGROUND

- A. The investment of the pooled funds of the City and the assets of the Sacramento City Employees' Retirement System ("**SCERS**") is supported by the extensive online-investment support services provided by Bloomberg, L.P. (the "**Services**").
- B. Since 2006, the Services have been provided under an agreement between the City and Bloomberg, L.P. (Bloomberg Contract No. 36185). As originally drafted, the agreement renews automatically every two years unless notice of non-renewal is timely given, but the agreement has been amended to renew automatically every year instead of every two years. The agreement as amended is the "**Bloomberg Agreement**."
- C. The City has been paying the full cost of maintaining the Bloomberg Agreement.
- D. The City and SCERS have proposed a Memorandum of Understanding (the "**MOU**") that (1) shifts responsibility for the Bloomberg Agreement from the City to SCERS; and (2) establishes a fair and equitable sharing of costs incurred under the Bloomberg Agreement based on the City's and SCERS's use of the Services for the investment of their funds. The MOU is attached to this resolution as Exhibit 1.
- E. As the investment manager for both City's pooled funds and SCERS's assets, the City Treasurer estimates that each year 70% of the Services is used to manage and invest SCERS funds and 30% is used to support the investment of the City's pooled funds.
- F. Having SCERS pay the full cost of the Bloomberg Agreement and the City reimburse SCERS for 30% of the cost is fair and equitable.
- G. Acting by and through the Administration, Investment and Fiscal Management Board (the "**AIFM Board**"), SCERS has agreed to take over the Bloomberg Agreement and has approved the MOU.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The MOU attached to this resolution as Exhibit 1 is hereby approved on the condition that section 5 be revised to read as follows:

No later than May 31 of each year, the Board shall review the Bloomberg Agreement and decide whether to give notice of non-renewal in accordance with Section 2(b) of the Bloomberg Agreement. In addition, the Board shall give notice of non-renewal if, in any year, the City notifies the Board no later than May 31 of the year that the City desires to discontinue the Bloomberg services.

Section 2. The Bloomberg Agreement, attached as Exhibits A and B to the MOU, is hereby approved.

Section 3. The Interim City Treasurer (or his designee) is hereby authorized and directed—

- (a) to execute the MOU on the City's behalf;
- (b) to execute on the City's behalf an assignment of the Bloomberg Agreement to SCERS in furtherance of the MOU and this resolution; and
- (c) to decide each year, on the City's behalf, whether to notify the Board that the City desires to discontinue the Bloomberg services.

Section 4. Exhibit 1 is part of this resolution.

Sacramento City Employees' Retirement System

and

City of Sacramento

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is dated as of May 23, 2016, and is entered into by and between the **Sacramento City Employees' Retirement System**, a public retirement system ("System" or "SCERS") acting by and through the Administration, Investment and Fiscal Management Board (the "Board"), and **the City of Sacramento**, a municipal corporation ("City"), acting by and through the City Treasurer's Office. The System and City may be referred to herein collectively as the "Parties" and each individually as a "Party."

RECITALS

- A. Pursuant to the Sacramento City Charter, the Office of the City Treasurer for the City of Sacramento ("CTO") is responsible for the management and investment of funds in the City's treasury, including its pooled investment funds. The CTO also serves as the investment manager assisting the Board in the management and investment of the funds of the System.
- B. Since 2006, the City, acting by and through the CTO, has contracted with Bloomberg, L.P. ("Bloomberg") for the right to use various Bloomberg services, information, data, software and equipment pursuant to Bloomberg Agreement No. 36185 ("Bloomberg Agreement"), a copy of which is attached hereto as Exhibit "A."
- C. The services provided by Bloomberg are invaluable to the investment process. The vast majority of market participants within the United States and globally utilizes such services to access and analyze information, to execute and document security trades, and to communicate between themselves. The services are unique to the financial sector and there are no competing products that can match the combination of the breadth of and access to real-time news and data, the availability of analytical tools, the efficient communication between parties, and the near-universal use of the Bloomberg system.

- D. The services provided under the Bloomberg Agreement are critical to the investment activities of the CTO. Without such services, investment operations would become highly inefficient to the detriment of the City and the System, particularly given the relatively small number of investment officers employed by the CTO. The Bloomberg services and the continuity of its use are highly supportive to the investment process and as important to the CTO as are such necessities as electricity and other utilities supporting the operation of the office.
- E. The CTO uses the Bloomberg services to invest and manage City pooled funds, including the City's Pool A, and the System's funds. Despite that the City's pooled funds are approximately three times the size of the System's investment portfolios, the System's investments include equities and options whose volatility requires much more time and attention to manage. The CTO estimates that it uses 70% of the total use of the Bloomberg services to manage the System's investments and 30% to manage the City's investments.
- F. Since the clear majority of the use of the Bloomberg services is utilized for the benefit of the SCERS, the Parties believe a transfer of the Bloomberg Agreement to the System from the City is warranted. Upon such transfer, the System would become obligated to pay the entire costs incurred under the Bloomberg Agreement, subject to the cost-sharing provisions set forth herein, and the City would be relieved of any further liability under the Bloomberg Agreement.
- G. During the term of the Bloomberg Agreement, the costs incurred under the Bloomberg Agreement have been part of the CTO budget and hence was borne solely by the City. The Parties believe the costs of Bloomberg services should be shared between the Parties commensurate with the degree of usage for the benefit of each Party. Accordingly, the Parties believe a split of the costs should be as follows: 70% by SCERS and 30% by City.
- H. At the CTO's request, Bloomberg has agreed to amend the Bloomberg Agreement to change it from repeating two-year terms to successive one-year terms on a go-forward basis. A copy of such amendment is attached hereto as Exhibit "B." Bloomberg also has indicated that it will accept a transition of the existing Bloomberg Agreement from City to System.
- I. The effective date of the transfer of the Bloomberg Agreement to SCERS from City shall be effective July 1, 2016.

Now, therefore, the Parties agree to the foregoing recitals and based on said recitals further agree to the following terms, and conditions:

1. The System agrees to become party to the Bloomberg Agreement, as amended pursuant to Recital H, in place of the City.
2. The System shall pay the entire sums due and owing from time to time under the Bloomberg Agreement subject to the cost-sharing provision set forth in item 3 below.
3. The Parties shall share the costs of the Bloomberg Agreement as follows: 70% by SCERS and 30% by City.
4. The System shall hold the City and its officials and employees harmless from any and all claims asserted by Bloomberg from and after July 1, 2016.
5. The Bloomberg Agreement shall be annually reviewed and approved by the Board.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

SYSTEM:

SACRAMENTO CITY EMPLOYEES'
RETIREMENT SYSTEM

David DeCamilla, Chair
Administration, Investment and Fiscal
Management Board

CITY:

City of Sacramento

John Colville, Interim City Treasurer

EXHIBIT A to MOU

Bloomberg Agreement

08-23-06P12:45 RCVD

BLOOMBERG L.P.
731 Lexington Avenue
New York, NY 10022
Telephone: (212) 318-2000
Facsimile: (917) 369-5540

BLOOMBERG AGREEMENT

SERVICE PROVIDER ("SP"): BLOOMBERG L.P.
SERVICE RECIPIENT ("SR"): CITY OF SACRAMENTO
(Company Name)

ACCOUNT: 532814 AGREEMENT: 36185

SP agrees to provide to SR the equipment and services described in paragraph 1 hereof, and SR subscribes to such services in accordance with this Agreement.

1. Services.

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

2. Term.

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

(b) The 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 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 SP, and the Schedule shall be considered to be amended accordingly.

3. Charges.

(a) SR agrees to pay SP the amount indicated on each 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 SR'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) If SR uses Electronic Trading (as defined below), SR shall also pay all applicable access and transactional fees set forth on Menu ETOR (as defined below) or of which SR has been given prior written or electronic notice, in each case related to the Electronic Trading of SR and/or of a Customer (as defined below) of SR, and any sales tax, VAT, GST or similar taxes imposed on the access and transactional fees.

(c) SR 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. SR 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 SR selects any of these services, SP shall submit the appropriate applications for such services, a price list, and bill accordingly. SR shall pay any taxes, assessments, fees or penalties in respect of the Services and/or the Equipment which may be SR's legal responsibility to pay. In addition, SR shall reimburse SP for all property taxes and/or assessments with regard to the value of SP's Equipment in service at SR's premises.

(d) If SR terminates this Agreement pursuant to paragraph 2(a)(i) hereof or SP terminates this Agreement pursuant to paragraph 2(a)(ii) hereof, SR shall be liable for all amounts payable pursuant to paragraphs 3(a), 3(b) and 3(c) hereof through the date of termination plus a termination charge in an amount equal to 50% of the charges calculated in accordance with each Schedule for the balance of the Term.

4. Distribution of SR Data.

SR shall not distribute data to other users of the Services by means of the Services without SP's prior written consent. Notwithstanding the above, if SR contributes or provides prices or ratings to SP or on any product or service provided by SP and/or its affiliates, SR hereby grants to SP, and SP hereby accepts, a nonexclusive, worldwide license to use such prices or ratings in SP's generic, "fair value," composite or theoretical prices or ratings, or other similar pricing or rating models, and in the development and distribution of SP's descriptive database. This paragraph is not intended to prohibit SR's use of the message system included in the Services.

5. Electronic Trading.

(a) The Services shall include "Electronic Trading", which includes (a) all electronic trading systems, products or services, order-routing systems, products or services and other transactional systems, products or services accessible via the BLOOMBERG PROFESSIONAL service and (b) the services listed on the Electronic Trading and Order Routing Menu Page, as it may be updated by SP from time to time ("Menu ETOR") to add or delete additional services. Menu ETOR is accessible via the BLOOMBERG PROFESSIONAL service function ETOR <GO> (or its replacement function) and is incorporated herein by reference. If there is any conflict or inconsistency between this Agreement and any other agreement between SP and SR and/or any of SP's affiliates with respect to Electronic Trading, then such other agreement shall prevail, but only to the extent of the conflict or inconsistency.

(b) SR shall not enable any Customer for Electronic Trading until such Customer has entered into an agreement with SP containing provisions similar to those contained in this Agreement with respect to Electronic Trading. SR shall comply with all applicable laws, regulations and rules in its use of Electronic Trading and SR shall settle or cause to be settled all trades entered via the BLOOMBERG PROFESSIONAL service or any computer link (collectively with the BLOOMBERG PROFESSIONAL service, an "Electronic Link") licensed to SR or Customer, regardless of whether SR or Customer authorized the individual or Customer who entered or effected the trade to do so. Each time SR enters an order, effects a transaction or otherwise uses Electronic Trading or enables a Customer to use

(Additional terms on next page with required acknowledgment)

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Electronic Trading, it shall be deemed to represent and warrant to SP that: (i) SR understands that the laws of many jurisdictions require non-resident firms to obtain licenses as financial services providers before soliciting transactions from entities located in such jurisdictions and SR has obtained all required licenses in the jurisdictions in which Customers are located; (ii) SR has all regulatory and legal authority to enter into this Agreement and to engage in Electronic Trading; (iii) if SR has Customers in the United States that transmit or receive orders in securities, it (x) is registered with the U.S. Securities and Exchange Commission as a broker-dealer and is a member of the National Association of Securities Dealers, Inc., or (y) will comply at all times with the exception from such registration provided by Rule 15a-6 under the U.S. Securities Exchange Act of 1934 or (z) is otherwise exempt from such registration; (iv) SR is a sophisticated market participant that is knowledgeable about the securities and interests traded or routed by use of Electronic Trading and understands the related risks; and (v) SR has implemented commercially reasonable security procedures intended to limit access to Electronic Trading to authorized individuals. "Customer" shall mean any person or entity enabled by SR for Electronic Trading.

- (c) If SR provides quotations in interests quoted on Electronic Trading to any other system that commingles quotations ("Other System"), SR shall enable its Customers that are also customers of SP or its Affiliated Companies (as defined below) to interact with SR's relevant pricing display(s) on Electronic Trading to the extent SR has enabled such Customers for an Other System.
- (d) SR shall have the right to terminate the use of any Electronic Trading at any time by giving written notice to SP. SP and/or its Affiliated Companies shall have the right to terminate and/or suspend SR's and/or Customers' use of any and all Electronic Trading at any time.
- (e) SP's Associated Persons (as defined below) and the Additional Entities (as defined below) shall be third-party beneficiaries with respect to SR's agreements and obligations in connection with Electronic Trading, including, but not limited to, SR's agreements and obligations contained in paragraphs 3(b), 5, 6, and 7 hereof. "SP's Associated Persons" shall mean Affiliated Companies of SP and the partners, suppliers, successors and assigns of SP and its Affiliated Companies and their respective officers, directors, employees and representatives, and the term "Affiliated Companies" of SP shall mean those companies controlling, controlled by or under common control with SP, including, without limitation, those Affiliated Companies listed on Menu ETOR that are involved in making Electronic Trading available. "Additional Entities" shall mean dealer participants, system operators, exchanges, markets, order aggregation facilities, executing brokers, clearing brokers, and any other entities or persons involved in Electronic Trading.
- (f) SP's signature with respect to its rights, obligations and agreements in connection with Electronic Trading shall be on its own behalf and on behalf of its Affiliated Companies, as applicable.

6. Warranties and Limitations of Liabilities.

- (a) Each time SR uses the Services, SR shall be deemed to represent, warrant and covenant to SP that: (i) it has all requisite regulatory and legal authority to enter into and be bound by this Agreement; and (ii) its use of the Services complies with all applicable laws, rules and regulations.
- (b) SP MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE ATTAINED BY SR 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. The information and data contained in the Services are derived from sources deemed reliable, but SP and its suppliers do not guarantee the correctness or completeness of any programs, data or other information furnished in connection with the Services. To the maximum extent permitted by law, SP 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 SR's premises. SR is solely responsible for the accuracy and adequacy of the data and information used by it and the resultant output thereof. SP shall have no liability or responsibility for the security or maintenance of any data input by SR.
- (c) SP, 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 SP, 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 SR by any other party.
- (d) SP, SP's Associated Persons and the Additional Entities make no warranties, explicit or implied, with respect to Electronic Trading. To the maximum extent permitted by law, SR releases SP, the Additional Entities, SP's Associated Persons and its third-party agents from all liability, including, without limitation, for any lost profits, losses, punitive, incidental or consequential damages arising from SR's use or any use by Customers of Electronic Trading, regardless of the cause; provided, however, that an Additional Entity acting as a counterparty to a trade shall not be released from liability for its failure to settle a trade with SR.
- (e) SR shall indemnify, hold harmless and at SR's expense defend SP, SP's Associated Persons and the Additional Entities against any loss, claim, demand or expense (including reasonable attorneys' fees) arising in connection with a breach of this Agreement by SR or the use of the Services by SR or Customer.
- (f) Notwithstanding anything to the contrary in paragraph 6(e), an Additional Entity shall not be indemnified for its failure to settle a trade with SR initiated via an Electronic Trading system, product or service.
- (g) Limited by paragraph 6(h), to the extent permitted by law, the aggregate liability of SP and SP's Associated Persons arising in connection with a given Electronic Trading system, product or service for damages, regardless of the form of the action, shall not exceed the fees paid by SR for the BLOOMBERG PROFESSIONAL service subscription(s) of SR enabled for the Electronic Trading system, product or service in question during the three months preceding the first loss or damage, or in the case of Customers enabled on, or SR's use of, an Electronic Link other than the BLOOMBERG PROFESSIONAL service, such liability shall not exceed the fees paid by SR for a single BLOOMBERG PROFESSIONAL service subscription during the three months preceding the first loss or damage.
- (h) Notwithstanding anything to the contrary in this Agreement, to the extent permitted by law, the aggregate liability of SP and SP's Associated Persons arising in connection with this Agreement, the Services and Electronic Trading for damages, regardless of the form of the action, shall not exceed the fees paid by SR for the Services during the three months preceding the first loss or damage, and this shall be SR's exclusive remedy.
- (i) No party shall be liable to the other for any default resulting from force majeure, which shall be deemed to include any circumstances beyond the reasonable control of the party or parties affected. No action, regardless of form, arising out of or pertaining to any of the Services or the Equipment may be brought by SR more than one year after the cause of action has accrued. This Agreement shall not limit any liability for death or personal injury directly resulting from negligence if and to the extent such limitation would violate applicable law.

(Additional terms on next page with required acknowledgment)

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- (j) Notwithstanding any limitations contained in paragraphs 6(b) through 6(i) to the contrary, SP agrees to indemnify SR and hold it harmless and at SP's expense defend SR against any claim that the programs, data, information and other items provided by SP hereunder infringe any copyright, trademark or other contractual, statutory or common law rights; provided that (i) SR shall promptly notify SP in writing of the claim, (ii) SP shall have sole control of the settlement and defense of any action to which this indemnity relates, (iii) SR shall cooperate in every reasonable way to facilitate such defense, and (iv) if SR becomes aware of any suspected infringement by a third party of any proprietary rights of SP, SR shall promptly notify SP of such activities.

7. **Remedies.**

If SR or any of its employees, representatives or affiliates breaches or threatens to breach any provision of this Agreement, SP shall be entitled to injunctive relief to enforce the provisions hereof, but nothing herein shall preclude SP from pursuing any action or other remedy for any breach or threatened breach of this Agreement, all of which shall be cumulative. If SP prevails in any such action, SP shall be entitled to recover from SR all reasonable costs, expenses and attorneys' fees incurred in connection therewith. As reasonable protection of the proprietary rights of SP and others in the information provided through the Services and Equipment, to avoid breach of SP's obligations to providers of such information, and to avoid unnecessary uncertainty, burden, and expense for all parties, SR acknowledges and agrees that the dissemination or distribution by SR of information identical or similar to that provided through the Services and the Equipment shall be deemed a breach of the terms of paragraphs 10(a) through 10(d) hereof and shall give rise to an immediate right of SP to terminate this Agreement or any portion of the Services provided hereunder.

8. **Parties.**

SR recognizes that SP, its partners, suppliers and its and their respective affiliates, each have rights with respect to the Services, including the software, data, information and other items provided by SP by reason of SR's use of the Services. Paragraphs 6 and 7 hereof shall be for the benefit of SP, its partners, suppliers and its and their respective affiliates, successors, assigns, officers, directors, employees and representatives and the term "SP" as used in such paragraphs includes SP, its partners, suppliers and its and their respective affiliates.

9. **Access.**

SR, at its expense, agrees to provide network access per SP's current specifications. 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. SP is not responsible for the reliability or continued availability of the telephone lines and communications equipment, other than communications equipment supplied by SP and used by SR in accessing the Services. However, SP shall attempt to resolve any communication line problems with respect to the accessibility of the Services.

10. **Scope of Services.**

(a) The Services and the Equipment are solely and exclusively for the use of SR and shall not be used for any illegal purpose or in any manner inconsistent with the provisions of this Agreement. SR acknowledges that the Services and the Equipment were developed, compiled, prepared, revised, selected and arranged by SP 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 industrial and intellectual property and trade secrets of SP and such others. SR agrees to protect the proprietary rights of SP and all others having rights in the Services and the Equipment during and after the Term. SR acknowledges and agrees that it has no ownership rights in and to the Services and that no such rights are granted under this Agreement. SR shall honor and comply with all written requests made by SP 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, which in no event shall be less than reasonable efforts. SR agrees to notify SP 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) SR shall not access the Services through any medium or equipment which SP has not authorized in writing, nor may any medium or equipment by which the Services are provided be shared, moved, modified, interfaced, copied, broadcasted, reproduced, ported or otherwise routed with or to any other equipment without SP's prior written consent. In addition, 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. Services expressly provided by SP for operation on SR's own equipment shall be furnished without warranty as to compatibility, fitness or performance with such equipment, and SR shall bear all cost and responsibility for such equipment. Unauthorized access or use is unlawful and SP and its suppliers shall have all rights provided by law to prevent such access or use and to collect damages in such event. SR agrees to notify SP in writing promptly upon becoming aware of any unauthorized access or use. SR shall not share, recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, the Services and/or the Equipment. 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.

(c) The analysis and presentation included in the Services shall not be recirculated, redistributed or published by SR except for internal purposes without the prior written consent of SP and, where necessary, with certain sources of the information included in the Services.

(d) SR shall not use any of SP'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 SR, and SR acknowledges that it has no ownership rights in and to any of these names and marks.

11. **Facilities.**

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

(Additional terms on next page with required acknowledgment)

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12. Return of Equipment and Software.

Upon termination of this Agreement or any Schedule for any reason whatsoever, SP shall have the right to remove the Equipment and software by which the terminated Services are provided at SR's expense. In addition, upon such termination SR shall cease use of all terminated Services.

13. Access to Property.

Any person or persons designated by SP shall have access to the Equipment at all reasonable times for the purposes of Installation, inspection, maintenance, repair, relocation and removal. SR acknowledges and understands that SP may monitor, either physically or electronically (including remotely), SR's use of the Services. SR shall at all reasonable times permit SP to have access to the location where the Services are provided for the purpose of ascertaining the use made of the Services.

14. Maintenance.

SP 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, SP SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE THIRD-PARTY COMMUNICATIONS NETWORK THROUGH WHICH SR ACCESSES THE SERVICES AND SR SHALL INDEMNIFY SP 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. SR shall be responsible for the safekeeping of the Equipment from the time it is received on SR's premises and shall take reasonable steps to prevent abuse to the Equipment. SR shall be responsible for all physical loss, theft, or damage to any equipment used to deliver the Services to SR and shall pay SP 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 SP. To the maximum extent permitted by law, neither SP 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.

15. Relocation.

On reasonable prior written notice, which shall in no event be less than 60 days, and at SR's expense, SP shall relocate all or any part of the Equipment. Scheduling of such relocation shall be contingent on availability of communication lines, facilities, equipment and labor. SR acknowledges that interruptions of Services might result from such relocation and that the provisions in paragraph 6 hereof apply to any such interruption.

16. Assignment.

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

17. Complete Agreement; Modifications or Waivers; Form.

This Agreement, together with the Schedules, which are 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; provided, however, that SP may amend the provisions of this Agreement relating to Electronic Trading (i) for regulatory reasons or (ii) to provide additional services by providing written notice to SR. This Agreement, including the Schedules, 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.

18. Validity.

SP and SR intend this Agreement to be a valid legal instrument, and no provision of this Agreement which shall be held invalid shall in any way invalidate any other provisions of this Agreement, each of which remains in full force and effect. The invalid provision shall be reformed to the minimum extent necessary to correct any invalidity while preserving to the maximum extent the rights and commercial expectations of the parties. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation.

19. Governing Law.

This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of New York regardless of the laws that might otherwise govern under applicable choice-of-law principles. The parties hereto agree to submit to the jurisdiction of each of the federal and state courts located in New York County, New York in connection with any matters arising out of this Agreement and not to assert a defense of forum non conveniens, sovereign immunity, Act of State or analogous doctrines in connection with any action.

20. Survival.

Paragraphs 3(d), 4, 5(e), 6, 7, 8, 12, 13, 14 and 19 hereof shall survive the termination of this Agreement and shall continue in full force and effect.

Agreed to by:

CITY OF SACRAMENTO

Company Name (Please Type or print)

Signature (Duly authorized officer, partner or proprietor)

Name (Please type or print)

Title (Please type or print)

Date

BLOOMBERG, BLOOMBERG PROFESSIONAL, BLOOMBERG MARKETS, BLOOMBERG NEWS, BLOOMBERG TRADEBOOK, BLOOMBERG BONDRADER, BLOOMBERG TELEVISION, BLOOMBERG RADIO, BLOOMBERG.COM and BLOOMBERG ANYWHERE are trademarks and service marks of Bloomberg L.P., a Delaware limited partnership. All rights reserved.

Agreed to by:

BLOOMBERG L.P.

By: BLOOMBERG INC.,
General Partner

Anna Selmanis

8/22/06

Date

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BLOOMBERG DATAFEED ADDENDUM

Order No.: 2161824

Addendum to the Bloomberg Agreement No.36185 (the "Agreement") between Bloomberg L.P. ("SP") and CITY OF SACRAMENTO ("SR").

Background

- A. SP and SR are parties to the Agreement referenced above and the Schedule(s) of Services (the "Schedule").
- B. SR has indicated a desire to receive certain information contained in the Services (the "Information") by means of a datafeed (the "Datafeed") and to use the Information, Reformatted Information (as defined) and Derived Information (as defined) on SP-designated computers of SR equipped with a SP-supplied keyboard and/or other non-server desktop computers of SR that contain configured software provided by SP that enable users to log onto the BLOOMBERG PROFESSIONAL service (the "Authorized Computers") (collectively, the "Additional Services").
- C. SP is willing to provide to SR the Information by the 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. This Addendum shall apply to all present and future Account Nos. under the Agreement and shall replace all existing Bloomberg Datafeed Addenda applicable to the Agreement and all BLOOMBERG PROFESSIONAL service subscriptions thereunder.
- F. If there are any inconsistencies between the terms of this Addendum and the terms of the Agreement with respect to the Additional Services, the terms of this Addendum shall apply.
- G. This Addendum shall apply only to Information that SR receives via the Datafeed and not to Information that SR receives from SP through other means.

Definitions

- A. "Derived Information" shall mean Information or Reformatted Information used by SR for the purpose of carrying out calculations and displaying the results, provided that the Information or Reformatted Information contained in the Derived Information does not, in SP's sole judgment, remain identifiable and may not be readily extracted.
- B. "Items" shall mean the Information, Reformatted Information, Derived Information, Materials and SR-Developed Applications.
- C. "Limited Amount" shall mean a limited amount or type of Information, Reformatted Information or Derived Information that, evaluated quantitatively and/or qualitatively, in SP's sole judgment, does not affect SP's ability 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.
- D. "Materials" shall mean any development and other materials that SP may make available to SR from time to time, which may include without limitation: (i) development templates and tools including the files, software, documentation and/or other materials that provide SR with the tools to develop, modify, enhance and/or upgrade SR-Developed Applications; (ii) any other applications, software, files, materials, documentation or other items made available for development purposes or otherwise in connection with the Additional Services; and (iii) simulations software.
- E. "Reformatted Information" shall mean information in a form in which the underlying Information, in SP's sole judgment, remains identifiable.
- F. "SR-Developed Applications" shall mean applications developed or modified by or on behalf of SR that (i) are derived from, contain elements of, or use intellectual property contained in, the Materials or (ii) accept the Information or Reformatted Information as inputs. If, at any time during the Term, any Authorized Computer ceases, for any reason, to be an Authorized Computer, this paragraph shall apply to all Information, Reformatted Information and Derived Information on any such Authorized Computer.
- G. "System" shall include, without limitation, Authorized Computers and any software, hardware or other equipment or services used by SR to receive, store, analyze, manipulate or process the Items.

Rights to Use

1. SP agrees that SR may, solely for the purposes and on the conditions set forth in this Addendum, receive the Information by means of the Datafeed into Authorized Computers of SR. The Additional Services are solely and exclusively for SR's internal business purposes on Authorized Computers, including without limitation, as input to computer applications on Authorized Computers, and may not be used for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity. SR may use or access the Information, Reformatted Information and Derived Information only on or from the Authorized Computer that received the Information via the Datafeed or, for Reformatted Information or Derived Information, on the Authorized Computer on which the Reformatted Information or Derived Information was developed (the "Designated Authorized Computer"). In no event will SR permit the Information, Reformatted Information or the Derived Information to be used in any way not specifically authorized by SP. In no event will SR permit the Information, Reformatted Information or Derived 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 or on any Authorized Computer other than the Designated Authorized Computer for such data; provided, however, that SR may store the Information, Reformatted Information and Derived Information only on the Designated Authorized Computer for such Information, Reformatted Information or Derived Information during the Term; and provided further that Authorized Computers, or users using such Authorized Computers, shall not access Information, Reformatted Information or Derived Information that is being stored or used on a different Authorized Computer. SR may access the Datafeed only from Authorized Computers that are logged onto the BLOOMBERG PROFESSIONAL

(Additional terms on next page with required acknowledgment)

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service. Each time SR uses the Additional Services, SR shall be deemed to represent, warrant and covenant to SP that: (i) it has all requisite regulatory and legal authority to enter into and be bound by this Addendum and the Agreement; and (ii) its use of the Additional Services complies with all applicable laws, rules and regulations. SR shall take all steps reasonably necessary to ensure that SR's employees comply with all provisions of the Agreement, including this Addendum, and shall obtain from its employees appropriate agreements regarding confidentiality and non-disclosure to prevent unauthorized disclosure and misuse during and after the Term. The term "Services" in the Agreement shall include the Additional Services.

2. Notwithstanding the provisions of the paragraph titled "Restrictions on Use" or "Scope of Services" set forth in the Agreement and subject to paragraphs 1 and 4 (Rights to Use) of this Addendum, in the ordinary course of business, SR may use and disseminate a Limited Amount of the Information, Reformatted Information and Derived Information in published reports, whether in print or electronic form, to support the primary business of SR in (i) providing research for internal use or to its customers or (ii) making trade proposals (together, "Reports"); provided, however, that SR may not use or disseminate the Information, Reformatted Information or Derived Information in any manner that could, in SP's sole good faith judgment, affect SP's ability to license the Information or cause the Information so used or disseminated to be a source of or substitute for Information otherwise available from SP. In addition, such Reports shall not be part of an automated process of generating reports and such Reports shall not include any Information, Reformatted Information or Derived Information in a streaming format.
3. The number and location of the Authorized Computers are set forth on the Schedule. SR agrees that each Authorized Computer, printer and SP controller will have a unique address, which will be provided to SP prior to installation. SP shall have all rights with respect to the Equipment provided by SP, including, but not limited to, access to such Equipment; and SR shall have all obligations and responsibilities with respect thereto, as stated in the Agreement.
4. Notwithstanding anything to the contrary in this Addendum, SR agrees to comply with all restrictions and requirements regarding use, display, distribution or as otherwise required by providers of Exchange Data (as defined) or Additional Information (as defined). If requested by providers of Exchange Data or Additional Information, SP may provide such Exchange Data and Additional Information providers with information regarding SR and its use of the Additional Services.
5. SR understands that (i) contributors of Information may choose at any time to inhibit or prohibit their Information from being accessed under this Addendum and (ii) SP may modify the amount and type of Information that it makes available via the Datafeed from time to time in its sole judgment.
6. The parties expressly agree that the rights granted to SR under this Addendum do not include the right to store all or any part of the Information, Reformatted Information or Derived Information in databases for access by any Authorized Computers other than the Designated Authorized Computer for such data, any non-Authorized Computers, non-BLOOMBERG PROFESSIONAL service subscribers or any third party or the right to distribute any database services containing all or any part of the Information, Reformatted Information or Derived Information. SR may not use the Information, Reformatted Information or Derived Information in any way (x) to improve the quality of data sold or contributed by SR to any party or (y) for any automated data validation or verification. Upon termination of the Agreement or this Addendum for any reason whatsoever, SR shall use its best efforts to promptly delete or purge any and all items, including any and all copies thereof from any System(s) SR used with the Items and SR shall immediately, upon such termination, cease using any and all items; provided, however, that SR need not cease using, purge or delete any SR-Developed Applications that are modified so that they do not accept the Information or Reformatted Information as inputs and are not derived from, contain elements of, or use intellectual property contained in, the Materials. SR shall provide SP with evidence satisfactory to SP of all such deletions, purges and cessations of use. At any time thereafter, if SR finds any items on any of its Systems that was not deleted or purged in compliance with this paragraph, SR shall at that time promptly delete or purge such items. Notwithstanding anything to the contrary set forth in this paragraph, upon termination of the Agreement or this Addendum, (i) SR shall not be required to delete or purge Information, Reformatted Information or Derived Information that is contained in Reports generated in compliance with paragraph 2 of this Addendum before the earlier of termination of the Agreement or this Addendum and (ii) SR may store or archive Information, Reformatted Information and Derived Information only as necessary to comply with internal audit and regulatory requirements; provided in each case that SR does not otherwise use any Information, Reformatted Information or Derived Information.

Protections

7. Notwithstanding anything to the contrary contained in this Addendum or the Agreement, SR may not use the Information, Reformatted Information or Derived Information or any portion thereof in any manner that does or could compete with any business, product or service of SP or its affiliates 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 SP's Information services including, without limitation, services with respect to Exchange Data and Additional Information;
 - (b) result in a reduction of SR's existing or potential subscriptions to SP's Information services, including but not limited to, the number of Authorized Computers or BLOOMBERG PROFESSIONAL service subscriptions or licensees under the Agreement receiving the Information; or
 - (c) prejudice the rights of SP or any sources of any part of the Information to exploit its respective portion of the Information.If SP believes in good faith that any business, service or product of SR competes with SP in the manner specified above, SP may terminate this Addendum and/or the Agreement, pursue any and all remedies in respect of such breach, and may require that SR immediately discontinue its use of the Information and Reformatted Information and comply with the provisions of paragraph 6 hereof.
8. SP reserves the right at any time to audit and monitor, either physically or electronically, (i) the requests of SR for the Information, Exchange Data and Additional Information, (ii) the number of Authorized Computers enabled to access the Information, Reformatted Information, Derived Information, Exchange Data and Additional Information and (iii) the use by SR of the Information, Reformatted Information, Derived Information, Exchange Data and Additional Information. Providers of Exchange Data and Additional Information

(Additional terms on next page with required acknowledgment)

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Initials: _____

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may monitor, either physically or electronically, SR's use of applicable Exchange Data and Additional Information. SR shall allow SP and providers of Exchange Data and Additional Information access to SR's premises, computers (including, but not limited to, hardware, software and network services) and personnel at all reasonable times for the purpose of such auditing and monitoring. Upon the request of SP or a provider of Exchange Data or Additional Information, SR shall make a management employee available to assist with such auditing and monitoring. In addition, from time to time upon SP's request, SR shall demonstrate to SP's reasonable satisfaction that SR is in full compliance with this Addendum.

9. SR agrees that if as a result of auditing or monitoring by SP under paragraph 8, SR (a) is shown to be in breach of this Addendum, (b) is using the Information, Reformatted Information or Derived Information on any non-Designated Authorized Computer for such data, except as permitted by this Addendum, or other computers or users access, or are enabled to access, Exchange Data or Additional Information in addition to those enabled by SP to access such data or (c) cannot demonstrate its compliance with this Addendum to SP's reasonable satisfaction, then (i) SR shall be liable to pay additional charges and/or Exchange Fees (as defined) and/or Additional Information Fees (as defined), such charges or fees to be calculated from the day following actual installation of the initial services, and (ii) SP 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 those enabled by SP to access such data.

Reports

11. SR agrees to maintain a log and produce a report to SP on a monthly basis, or as reasonably requested, listing the number of Authorized Computers per location and the unique address of each Authorized Computer and any other information reasonably requested by SP from time to time.
12. As requested by SP, SR shall provide to SP a certificate signed by SR's external or internal auditors or such other authorized person acceptable to SP verifying the most recent of the reports referred to in paragraph 11 above and the service charges paid by SR and confirming that SR is in compliance with the Agreement and this Addendum.
13. SR shall include in the monthly report the number and location of Authorized Computers or users, as applicable, 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 SP and the providers of such Information ("Additional Information"). SR 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"). SR acknowledges and accepts that such fees may be charged on the basis of each computer, user or other factor (as set by such providers of Exchange Data and Additional Information) that accesses, or is 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. SR 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 and Reformatted Information shall be identified by the name of the third party or as otherwise required by such contributor; and
 - (b) any data contained in the Information and Reformatted Information contributed directly by SP shall be identified as SP data.
15. SR shall pass on all SP-provided system status messages to the Authorized Computers which are displaying any Information and Reformatted Information.
16. All Exchange Data and Additional Information shall be displayed by SR in accordance with the rules of the relevant exchange(s) and Additional Information providers.

Additional Terms and Conditions

17. SP may make changes, enhancements and upgrades to the Additional Services and related software, materials, guidelines and services from time to time as it deems necessary or desirable. SR agrees that SP shall not be responsible for any fault, inaccuracy, omission, delay or any other failure in the Information, Reformatted Information, Derived Information, Exchange Data or Additional Information caused by SR's computer equipment or arising from SR's use of such data on such equipment.
18. If SP provides any Materials to SR in connection with the Additional Services, SR may use such Materials only (i) for its internal business purposes and (ii) internally to develop, modify or test SR-Developed Applications for SR's internal business use only in accordance with this Addendum. SR shall not incorporate the Materials or any part thereof into SR-Developed Applications or use the Materials in any manner that would cause the Materials to become subject to any "open source license" that would impose obligations on SP's use of the Materials or impair any rights of SP thereto. SR may use SR-Developed Applications only for SR's internal business use in accordance with this Addendum. SR may not under any circumstances distribute, disclose, transfer or otherwise make available the Materials, any SR-Developed Applications or any part thereof, to any third party. Except as expressly permitted in this Addendum, SR may not: (x) copy, adapt, recompile, decompile, disassemble, reverse engineer, or make or distribute, any other form of, or any derivative work created from, the Materials or any part thereof; or (y) modify, adapt, translate, rent, lease, loan, resell or network the Materials or any part thereof.
19. If SR desires to have a third party develop software or applications on SR's behalf that accept the Information or Reformatted Information as inputs, SR must ensure that such third party has entered into an appropriate third-party developer license with SP to obtain the necessary materials and to authorize such third party to perform such development on SR's behalf. If SR desires to obtain a limited functionality subscription to the BLOOMBERG PROFESSIONAL service with limited access to data for development and internal monitoring purposes, SR must enter into an appropriate agreement with SP to obtain such development subscription. If SR desires to distribute SR-Developed Applications to any third party, SR must enter into an appropriate third-party developer license with SP that permits such distribution.

(Additional terms on next page with required acknowledgment)

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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.

Agreed to by:
CITY OF SACRAMENTO
Company Name

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

Signature (Duly authorized officer, partner or proprietor)

Anna Schuster

Name (Please type or print)

Title (Please type or print)

8/22/06

Date

Date

BLOOMBERG, BLOOMBERG PROFESSIONAL, BLOOMBERG MARKETS, BLOOMBERG NEWS, BLOOMBERG TRADEBOOK, BLOOMBERG BONDTRADER, BLOOMBERG TELEVISION, BLOOMBERG RADIO, BLOOMBERG.COM and BLOOMBERG ANYWHERE are trademarks and service marks of Bloomberg L.P., a Delaware limited partnership. All rights reserved.

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BLOOMBERG L.P.
 731 Lexington Avenue
 New York, NY 10022
 Telephone: (212) 318-2000
 Facsimile: (917) 369-5640

BLOOMBERG SCHEDULE OF SERVICES

SERVICE PROVIDER ("SP"): BLOOMBERG L.P.
 SERVICE RECIPIENT ("SR"): CITY OF SACRAMENTO
 DEPARTMENT: _____

ACCOUNT: 532814
 ORDER: 2161824
 ORDER DATE: 8/17/06

EQUIPMENT ADDRESS:
 CITY OF SACRAMENTO
 915 I STREET
 HISTORIC CITY HALL 0900 3RD FL
 SACRAMENTO CA 95814
 (City) (State/Province) (Postal Code)
 UNITED STATES
 USER CONTACT:
 Lydia Abreu 916-808-7746

BILLING ADDRESS: (Payment only accepted from Billing Party listed below)
 CITY OF SACRAMENTO
 915 I STREET
 HISTORIC CITY HALL 0900 3RD FL
 SACRAMENTO CA 95814
 (City) (State/Province) (Postal Code)
 UNITED STATES
 BILLING CONTACT:
 TOM FRIERY 916 264 5168

SP and SR are parties to a BLOOMBERG AGREEMENT, Number 36185 (the "Agreement") which sets forth the terms and conditions under which SP provides to SR the Services described therein. Prices indicated below represent SP's current prevailing rate and are subject to the December 1, 2006 price increase. Upon renewal date of term the Services will be charged at SP's then prevailing rate.

QUANTITY	TYPE OF SERVICES/EQUIPMENT ORDERED	MONTHLY UNIT PRICE	COMMENCEMENT DATE OF TERM
2	BB Anywhere	\$1,425.00	6/29/1993
1	BB Anywhere	\$1,425.00	8/16/2004
2	BLP Access Points	\$0.00	
1	Bloomberg	\$1,425.00	11/20/1996
1	Bloomberg	\$1,425.00	1/23/92
PO#		Total:	\$7125.00

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.
- (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.

(Additional terms on next page with required acknowledgment)

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(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 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.
- (c) SP 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 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, 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 SP, 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 SR by any other party with respect thereto. SR agrees that SP is 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 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 MAKES NO WARRANTY OF ANY KIND WITH REGARD TO INTERNET ACCESS, THE HARDWARE AND THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, IMPLIED

(Additional terms on next page with required acknowledgment)

Customer Initial: _____ Acct: 532814 Agmt: 36185 Ord: 2161824 DT: 1200 Page 2 of 3 SchGlobal 3/17/05



WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SP 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 is not responsible or liable for the availability or reliability of any communications circuit or facility which SP secures from a third party or for any act or omission of such third party furnishing such communications circuit or facility. SP MAKES 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) 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 SACRAMENTO

Company Name (Please Type or print)

Agreed to by:

BLOOMBERG L.P.

By: BLOOMBERG INC.,
General Partner

Signature (Duly authorized officer, partner or proprietor)

Name (Please type or print)

Title (Please type or print)

Date

Date

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Anna Schuyler

8/22/06

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EXHIBIT B TO MOU

Amendment to Bloomberg Agreement

AMENDMENT TO BLOOMBERG AGREEMENT

This Amendment (the "Amendment") to Bloomberg Agreement No. 38185 (the "Agreement") is by and between CITY OF SACRAMENTO ("Lessee") and Bloomberg Finance L.P., a Delaware limited partnership ("Lessor"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

For good and valuable consideration, the receipt of which hereby is acknowledged, the parties agree to vary the terms of the Agreement as follows:

1. Paragraph 2(b): The first sentence shall be modified by replacing the words "successive two-year periods" with the words "successive one-year periods".

Each party represents that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

Except as set forth in this Amendment, the Agreement shall remain unchanged and in full force and effect.

Agreed to by:
CITY OF SACRAMENTO
 Company Name

Signature (Only authorized signatory, officer, partner or proprietor)
Bob Tokunaga

Name (Please type or print)
INZOMI CHIEF FINANCIAL OFFICER

Title (Please type or print)
7/19/2016

Date

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

Signature of Authorized Signatory
Donna Valentini

7/19/2016

Date

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