



**Treasurer
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five

AGENDA DATE: January 15, 2019

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Paul Sampietro PHONE: 636-5265

SUBJECT: Agreement with Bloomberg Finance to provide Bloomberg Terminal

REQUEST(S):

That the Board of Supervisors:

1. Approve an agreement with Bloomberg Finance, L.P. for the use of a Bloomberg Terminal in the amount of \$27,000 per year with automatic one-year term renewals, unless 60-day written notice is given by the County.
2. Authorize the Chairman to sign the Agreement, the Bloomberg Amendment, the Datafeed Addendum, and the Schedule of Services.

SUMMARY:

The County Treasurer is statutorily responsible for managing the Tulare County Investment Pool on behalf of the public, the schools, special districts, and the County. The total assets in the pool are approaching \$1.5 billion, and are expected to grow as interest rates continue to rise. The objectives of the pool are to safeguard principal, meet the liquidity needs of the participants, and return an acceptable yield within the parameters of prudent risk management (GC §27000.5; 53600.5). In short, the priorities of the Treasury pool are, in order: safety, liquidity, and yield.

In keeping with these priorities the Treasurer holds sufficient reserves of cash and liquid investments (e.g., commercial paper) in-house, and has agreed with PFM Asset Management LLC to actively manage about two-thirds (2/3) of the overall portfolio in short-term and long-term (i.e., greater than one year, but less than five years) treasuries and securities.

The Treasurer is seeking to improve its capabilities by purchasing one Bloomberg

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Terminal. The terminal is a powerful and flexible platform used by finance professionals world-wide, and it provides access to real-time stock market data, news and analytical tools, which will enable the Treasurer to make faster and more informed decisions. This tool will also give the Treasurer the ability to save on brokerage fees.

Although the contract amount (\$27,000 per year) is within the Purchasing Agent's authority, several terms in the contract vary from the County's standard language too much to allow the Purchasing Agent to approve the contract. These are:

- The contract automatically renews for successive one-year periods unless the County gives at least 60 days prior written notice of nonrenewal.
- If the County terminates the contract during the term, the County must pay a termination fee of half of the charges for the balance of the term.
- The County indemnifies Bloomberg, rather than the other way around.
- The County is limited to one year to sue for any reason.
- The contract provides for attorneys' fees in the event of litigation.
- Bloomberg may assign the contract without the County's consent.
- The contract is silent on which state's law governs any disputes, and in which state any litigation would occur.

Since the Bloomberg Terminal is the industry standard the world over, the Treasurer believes that the nonstandard language does not constitute a significant risk to the County, and that the benefits of utilizing the trading platform to purchase and sell securities outweigh the risk.

FISCAL IMPACT/FINANCING:

The yearly contract fee is \$27,000, which will be paid from the Treasurers current budget, so no additional net County cost is anticipated. However, the Treasurer believes that the increased efficiency and robust analytical tools will provide investment gains in the overall yield, which are expected to surpass the cost of this contract.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the Economic Well-Being Initiative to promote economic development opportunities and effective growth management, and the Organizational Performance Initiative to provide state-of-the-art technology and infrastructure to support better service delivery. Approval of this contract for this state-of-the-art trading platform supports both of these initiatives.

ADMINISTRATIVE SIGN-OFF:



Cass Cook
Treasurer-Tax Collector

cc: County Administrative Office
County Counsel

SUBJECT: Agreement with Bloomberg Finance to provide Bloomberg Terminal
DATE: January 15, 2019

Attachment(s) Bloomberg Agreement
Bloomberg Amendment
Bloomberg Datafeed Addendum
Bloomberg Schedule of Services

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

**IN THE MATTER OF AGREEMENT WITH
BLOOMBERG FINANCE TO PROVIDE
BLOOMBERG TERMINAL**

)
) Resolution No. _____
) Agreement No. _____
)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approved an agreement with Bloomberg Finance, L.P. for the use of a Bloomberg Terminal in the amount of \$27,000 per year with automatic one-year term renewals, unless 60-day written notice is given by the County.
2. Authorized the Chairman to sign the Agreement, the Bloomberg Amendment, the Datafeed Addendum, and the Schedule of Services.

BLOOMBERG AGREEMENT

SERVICE PROVIDER ("SP"): BLOOMBERG FINANCE L.P.
SERVICE RECIPIENT ("SR"): COUNTY OF TULARE
(Company Name)

ACCOUNT: 30382555
AGREEMENT: 3060989

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 TERMINAL® 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 one year 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 SP 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 one-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 fees and charges set forth 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 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 or reference SP or any of SP's affiliates in any print, electronic or other medium without SP's prior written consent. Notwithstanding the above, if SR contributes or provides prices or ratings to SP or its Affiliated Companies (as defined in paragraph 5(e) below) or on any product or service provided by SP and/or its Affiliated Companies, SR hereby grants to SP and its Affiliated Companies, and SP hereby accepts, a nonexclusive, worldwide license for SP and its Affiliated Companies to use such prices or ratings in SP's or its Affiliated Companies' 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 or its Affiliated Companies' descriptive database. This paragraph is not intended to prohibit SR's use of the message system included in the Services.

5. Electronic Trading.

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- (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 TERMINAL 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. In addition, any additional services shall be deemed part of Menu ETOR from SR’s first use of any such additional service. Menu ETOR is accessible via the BLOOMBERG TERMINAL 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 Affiliated Companies (as defined in paragraph 5(e) below) 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 or cause to be enabled any Customer for Electronic Trading until such Customer has entered into an agreement with SP or an Affiliated Company (as defined in paragraph 5(e) below) as specified by SP from time to time 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 TERMINAL service or any computer link (collectively with the BLOOMBERG TERMINAL 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 Electronic Trading, it shall be deemed to represent and warrant to SP and its Affiliated Companies 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 Financial Industry Regulatory Authority, Inc., or (y) will comply at all times with the exemption from such registration provided by Rule 15a-6 under the U.S. Securities Exchange Act of 1934 or (z) is otherwise exempted or excepted 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; (v) if SR uses Electronic Trading to enter into a derivatives transaction, SR (A) has total assets exceeding U.S. \$10 million or the equivalent in another currency, or (B) is a regulated financial institution, insurance company, broker-dealer or futures commission merchant, or (C) is an “eligible contract participant” (“ECP”) as defined in the U.S. Commodity Exchange Act; and (vi) 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 or caused to be 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 in paragraph 5(e) below) to interact with SR’s relevant pricing display(s) on Electronic Trading to the extent SR has enabled such Customers or caused such Customers to be enabled for an Other System.
- (d) 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” 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 and its Affiliated Companies 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 AND ITS AFFILIATED COMPANIES MAKE 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, its Affiliated Companies and its and their 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 and its Affiliated Companies 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 and its Affiliated Companies shall have no liability or responsibility for the security or maintenance of any data input by SR.

- (c) SP, its Affiliated Companies, its and their suppliers and its and their third-party agents shall have no responsibility or liability, contingent or otherwise, for any injury or damages, whether caused by the negligence of SP or its Affiliated Companies or any of its and their 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, express 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, including but not limited to any failure of any Electronic Link, 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 TERMINAL 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 TERMINAL service, such liability shall not exceed the fees paid by SR for a single BLOOMBERG TERMINAL 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.
- (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 (i) SP, (ii) its Affiliated Companies, (iii) the respective partners and suppliers of SP and its Affiliated Companies, and (iv) the respective affiliates of the entities covered in subparagraph (iii) ((iii) and (iv) together, the "Covered Entities"), each have rights with respect to the Services, including the software, data, information and other items provided by SP and its Affiliated Companies by reason of SR's use of the Services. Paragraphs 6 and 7 hereto shall be for the benefit of SP, its

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Affiliated Companies, the Covered Entities and the respective affiliates, successors, assigns, officers, directors, employees and representatives of the Covered Entities. The term "SP" as used in paragraphs 6 and 7 hereto includes SP, its Affiliated Companies and the Covered Entities.

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 or its Affiliated Companies' 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.

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

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.

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 and its Affiliated Companies 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 AND ITS AFFILIATED COMPANIES SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE THIRD-PARTY COMMUNICATIONS NETWORK THROUGH WHICH SR ACCESSES THE SERVICES AND SR SHALL INDEMNIFY SP AND ITS AFFILIATED COMPANIES AND HOLD THEM 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, none of SP, its Affiliated Companies or its and their 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; Inquiries.

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. For inquiries, please contact Bloomberg L.P., operating agent of Bloomberg Finance L.P., 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 Bloomberg Finance L.P. from time to time.

18. Validity.

SP and SR intend this Agreement to be a valid legal instrument. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent permitted by law. 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 shall be governed by and construed in accordance with the laws of the United States and the State of New York regardless of the substantive law that might otherwise govern under applicable choice-of-law principles. The parties hereto, their successors and assigns, agree to submit to the exclusive jurisdiction of the federal and state courts located in New York County, New York in connection with any matters arising out of or relating to this Agreement and waive all objections to the selection of such venue or to such courts' assertion of jurisdiction over the parties regarding such matters, including without limitation on the grounds of forum non conveniens and sovereign immunity.

20. Electronic Signatures.

This Agreement, including any Schedules thereto, and any modifications, waivers or notifications relating thereto, may be executed and delivered by facsimile, electronic mail, or other electronic means, including via a website designated by SP by completing the procedures specified on that website. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed



to be in writing and to have the same effect as if signed manually. SR agrees that it has the ability to store the information delivered to SR electronically such that it remains accessible to SR in an unchanged form.

21. 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:

COUNTY OF TULARE

Company Name

Agreed to by:

BLOOMBERG FINANCE L.P.

By: BLOOMBERG (GP) FINANCE LLC,
General Partner

Signature (Duly authorized signatory, officer, partner or proprietor)

Name (Please type or print)

Title (Please type or print)

Date

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Date

Signature of Authorized Signatory



AMENDMENT TO BLOOMBERG AGREEMENT AND SCHEDULE OF SERVICES

This amendment (the "Amendment") to Bloomberg Agreement No. 3060989 (the "Agreement"), and Bloomberg Schedule of Services (the "Schedule"), is by and between COUNTY OF TULARE ("SR") and Bloomberg Finance L.P., a Delaware limited partnership ("SP"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

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

Agreement

1. The second sentence of Paragraph 7 shall be deleted and replaced with the following language:

"The prevailing party shall be entitled to seek from the other party recovery of all reasonable costs, expenses and attorney's fees in connection therewith."

2. Paragraph 19 shall be deleted in its entirety and replaced with the following:

"INTENTIONALLY OMITTED."

Schedule of Services

1. Paragraph 2(c) shall be deleted and replaced with the following language:

"All SR-requested installations, upgrades, removals, relocations, conversions, equipment modifications and other changes related

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 and Schedule shall remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment and the terms of the Agreement and Schedule, the terms of this Amendment shall prevail.

Agreed to by:

COUNTY OF TULARE

Company Name

Agreed to by:

BLOOMBERG FINANCE L.P.

By: BLOOMBERG (GP) FINANCE LLC,
General Partner

Signature (Duly authorized signatory, officer, partner or proprietor)

Name (Please type or print)

Title (Please type or print)

Date

Signature of Authorized Signatory

Date

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BLOOMBERG SCHEDULE OF SERVICES

SERVICE PROVIDER ("SP"): **BLOOMBERG FINANCE L.P.**
SERVICE RECIPIENT ("SR"): **COUNTY OF TULARE**
DEPARTMENT: _____

ACCOUNT No: **30382555**
ORDER No: **24786986**
ORDER DATE: 01/02/2019

EQUIPMENT ADDRESS:
COUNTY OF TULARE
221 S MOONEY BLVD
ROOM 103E
VISALIA CA 93291-4543
(City) (State/Province) (Postal Code)
United States

BILLING ADDRESS:
COUNTY OF TULARE
221 S MOONEY BLVD
ROOM 103E
VISALIA CA 93291-4543
(City) (State/Province) (Postal Code)
United States

USER CONTACT:
PAUL SAMPIETRO 559-636-5265

BILLING CONTACT:
FRANK VIGARIO 559-636-5295

SP and SR are parties to a BLOOMBERG AGREEMENT, Number 3060989 (the "Agreement") which sets forth the terms and conditions under which SP provides to SR the Services described therein.

QUANTITY	TYPE OF SERVICES/EQUIPMENT ORDERED	MONTHLY UNIT PRICE
1	Bloomberg Terminal	2250.00
PO# _____		Total: \$2250.00

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). SR agrees that the equipment address noted above shall be SR's primary location for using the Services.

2. TERMS & CHARGES

- The initial term of this Schedule is from the first day Services or additional Services are provided to the first 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. Upon termination of this Schedule or any portion of the Services provided under this Schedule at any time for any reason, SR shall pay any waived installation fees, early termination charges and any other fees imposed on SP by the provider of any Network Access (as defined below). Circuit installation or upgrades do not affect the term of the Agreement. The fee commences the day of 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.
- The Schedule Term shall be automatically renewed for successive one-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.
- 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.
- As part of the Services, SR may request the provision of (i) Network Access and/or (ii) routers. "Network Access" shall mean connectivity to the Bloomberg network, including without limitation communications circuits and facilities and any applicable installations or upgrades thereof. If Network Access and/or routers are provided to SR, the charges for such Network Access and/or routers are not guaranteed for the Schedule Term. 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 Network Access and/or routers. SR may terminate circuits or routers upon 90 days advance written notice, provided that, for circuits, SR has maintained the circuit for at least twelve (12) months after the installation of the circuit. SR may use Network Access and/or routers only in connection with use of the Services described in the Agreement or, at SP's sole discretion, in connection with

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any other services provided by SP or its affiliates to SR pursuant to any other agreement between SR and SP or its affiliates. Unauthorized use of, access to or resale of Network Access and/or routers is prohibited. SR shall, at SP's request, provide a list of all uses made of Network Access and/or routers. SR may relocate routers upon 90 days' advance written notice to SP to a location approved by SP in advance. SP or any person designated by SP has authorization to disconnect SR's old circuits and facilities. Any extraneous wiring charges are not covered by SP.

- (e) The charges payable hereunder do not include monthly fees for exchange and third-party information services or applicable taxes. All applicable taxes, including, without limitation, sales tax, VAT, GST and similar taxes, shall be in addition to the charges for the Services and shall be the responsibility of SR. 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) an SP secure identification device, as required and provided by SP. All such secure identification devices shall be included in the term "Authorized 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

As part of the Services, SR may request the provision of, and SP may provide, 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 TERMINAL® 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 (i) SP-provided Equipment as set forth on the face of this Schedule and/or (ii) Authorized Computers (as such term is defined in the Datafeed Addendum) (collectively, the "Authorized Equipment"). SR agrees that it will access the Services only through 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 Computers 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 Computers or for training or providing support documentation to SR's employees in the use of the Authorized Computers. All cabling, connections and any interface (including hardware, software, network or otherwise) between Authorized Computers and SP's Equipment are the responsibility of SR. NOTWITHSTANDING THE ABOVE, SP SHALL HAVE ALL RIGHTS WITH RESPECT TO THE EQUIPMENT. IN ADDITION, NOTHING HEREIN SHALL LIMIT SP'S RIGHTS WITH RESPECT TO 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 AND AUTHORIZED COMPUTERS 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 negligence 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. ACCESS POINTS (IF APPLICABLE)

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

"Uploaded Data" means commercial financial information or data provided by or on behalf of SR to SP and/or its Affiliated Companies, or input or uploaded by or on behalf of SR (or any of its users) into the Services. Each time SR uses the Services, SR shall be deemed to represent and warrant that (i) SR has all requisite rights to enable SR's users and, if applicable, third parties to receive, access and use Uploaded Data and (ii) Uploaded Data does not infringe any intellectual property, proprietary or other right of any person. Without limiting any other rights of SP, if SP or its Affiliated Companies provide any Uploaded Data to any person at the request of SR or any of its users, SR agrees that such provision of Uploaded Data does not violate any contractual obligation SP owes to SR. SR shall not upload to the Services, or permit any person to upload on behalf of SR, any data or information obtained in connection with any other product offered or made available by SP or its Affiliated Companies.

9. DISCLAIMERS REGARDING NETWORK ACCESS / ROUTERS

SP shall attempt to resolve any inquiries of SR regarding Network Access and/or routers 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 Network Access and/or router which SP or its Affiliated Companies secure from a third party or for any act or omission of such third party furnishing such Network Access and/or router. SP AND ITS AFFILIATED COMPANIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH NETWORK ACCESS OR ROUTERS AND DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF SUCH NETWORK ACCESS OR ROUTERS.

10. MISCELLANEOUS

- (a) The terms and provisions of paragraphs 3, 6(d), 7 and 8 of this Schedule shall apply to the 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.

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(c) This Schedule, including any amendments, modifications, waivers or notifications relating thereto, may be executed and delivered by facsimile, electronic mail or other electronic means, including via a website designated by SP by completing the procedures specified on that website. Any such facsimile, electronic mail transmission or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. SR agrees that it has the ability to store the information delivered to SR electronically such that it remains accessible to SR in an unchanged form. For inquiries, please contact Bloomberg L.P., operating agent of Bloomberg Finance L.P., 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 Bloomberg Finance L.P. from time to time.

Agreed to by:
COUNTY OF TULARE

Company Name

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

Signature (Duly authorized signatory, officer, partner or proprietor)

Name (Please type or print)

Signature of Authorized Signatory

Title (Please type or print)

Date

Date

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BLOOMBERG DATAFEED ADDENDUM

Order No.: 24786986

This Addendum (the "Addendum") to the Bloomberg Agreement No. 3060989 (the "Agreement") is between BLOOMBERG FINANCE L.P. ("SP") and COUNTY OF TULARE ("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 keyboard supplied by SP or its affiliates and/or other non-server desktop computers of SR that contain configured software provided by SP or its affiliates that enable users to log onto the BLOOMBERG TERMINAL® 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 TERMINAL 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 or its affiliates 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

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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 TERMINAL 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 "Distribution of SR Data" 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 and printer 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 TERMINAL 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 were 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 or its affiliates' 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 or its affiliates' information services, including but not limited to, the number of Authorized Computers or BLOOMBERG TERMINAL service subscriptions or licensees under the Agreement receiving the Information; or
 - (c) prejudice the rights of SP, its affiliates 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 or its affiliates 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 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 or its affiliates 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 and its affiliates 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 or its affiliates 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 or its affiliates' use of the Materials or impair any rights of SP or its affiliates 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 TERMINAL 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.

20. This Addendum, including any modifications, waivers or notifications relating thereto, may be executed and delivered by facsimile, electronic mail, or other electronic means, including via a website designated by SP by completing the procedures specified on that website. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. SR agrees that it has the ability to store information delivered to SR electronically such that it remains accessible to SR in an unchanged form.

Agreed to by:

COUNTY OF TULARE

Company Name

Agreed to by:

BLOOMBERG FINANCE L.P.

By: BLOOMBERG (GP) FINANCE LLC,
General Partner

Signature (Duly authorized signatory, officer, partner or proprietor)

Name (Please type or print)

Signature of Authorized Signatory

Title (Please type or print)

Date

Date

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Account: 30382555 Agreement: 3060989 Order: 24786986 DT: 1401 Cl: BFLP Pg 4 of 4 PremDF 11/29/11



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