

Exhibit 1

November 21, 2023

Fidelity Investments
Contracts Group
Boston, MA 02210
Attn: Susan Riseman
Susan.Riseman@fmr.com

Re: Fee Changes with respect to the Plans specified below effective as of January 1, 2024,
(the "Plan(s)"):

Plan Name	Plan #
County of Ventura Section 457 Plan	56819
County of Ventura 401(k) Shared Savings Plan	56818

This letter (the "Letter Amendment") will amend each Plan Agreement, respectively, (individually or collectively "the Agreement"), unless as otherwise specifically noted, entered into between The County of Ventura (referred to as "Sponsor") and Fidelity Workplace Services LLC and/or Fidelity Management Trust Company (referred to as "Fidelity") (collectively, the "Agreements"). The parties intend and agree that this letter shall constitute an amendment to the applicable Agreements.

- (1) Amending Schedule B, Fee Schedule, in each Plan Agreement to remove the current Annual Recordkeeping Fee:

Section I. The Annual Recordkeeping Fee shall be 3.75* basis points of total Plan assets determined based upon average quarterly assets, multiplied by one-quarter (1/4), billed and payable quarterly. The Annual Recordkeeping Fee will be subject to the following offsets:

*This fee assumes 66% or more of plan assets are invested in actively managed Fidelity Investment products and Fidelity's Managed Income Portfolio product.

and, to restate the Annual Recordkeeping Fee as follows, (with all sections that follow pertaining to offsets and revenue credits to remain unchanged):

Section I. The Annual Recordkeeping Fee* shall be 3.2 basis points of total Plan assets determined based upon average quarterly assets, multiplied by one-quarter (1/4), billed and payable quarterly. The Annual Recordkeeping Fee will be subject to the following offsets:

*This fee is prorated and billed quarterly. The annual fee applies to any record with a balance greater than zero (\$0) in the plan at the end of the quarter.

- (2) Amending Schedule B, Fee Schedule, to update the following to sections titled "Other Fees":

Fund Actions (including standard communications: 3 per calendar year included at the relationship level

1 Full-Time Workplace Planning Consultant: Included

- (3) Amending Schedule B, Fee Schedule, to add the following Fee Assumptions:

Fee Assumptions:

County of Ventura agrees that the annual recordkeeping fee is based upon maintaining the following funds in the Plans. County of Ventura has discretion to change the funds offered in the plan. However, if

any of the funds below are removed from the plan, the recordkeeping fee will be reviewed. Separate charges may apply for extraordinary expenses resulting from large numbers of simultaneous manual transactions, from errors not caused by Fidelity, audit support in excess of the standard and customary hours allotted for the annual financial statement audit or the provision of communications materials in hard copy which are also accessible to Participants via electronic services in the event that the provision of such material in hard copy would result in an additional expense deemed to be material.

<u>Fund</u>	<u>Ticker</u>	<u>Asset Category</u>
Fidelity Freedom® Actively Managed Target Date Funds – <i>Note – can be either Class K or K6*</i>	Varies	Target Date
Fidelity® Contrafund® K6	FLCNX	Large Growth
Fidelity® Blue Chip Growth K6 Fund	FBCGX	Large Growth
Fidelity® Managed Income Portfolio II – Class 2	N/A	Stable Value
Fidelity® Investments Money Market Government Portfolio – Institutional Class	FRGXX	Money Market
Fidelity® International Capital Appreciation K6 Fund	FAPCX	Foreign Large Growth
Fidelity® Growth Company K6 Fund	FGKFX	Large Growth
Fidelity® Mid-Cap Stock K6 Fund	FNKFX	Mid-Cap Blend
Fidelity® Capital & Income Fund	FAGIX	High Yield Bond
Fidelity® Small Cap Growth K6 Fund	FOCSX	Small Growth

In the event Client wishes to change the fees within the next 6 months from the effective date of this Amendment up to and including June 30, 2024, the Client has the option to have the Annual Recordkeeping Fees adjusted to either of the following “Open Architecture” options: Open Architecture - 5.45 basis points on total plan assets or \$55 per participant record per plan participant. “Open Architecture” shall mean Client may select any funds maintained on Fidelity’s platform without any impact to the Recordkeeping Fees.

IN WITNESS WHEREOF, Fidelity and the Sponsor have caused this Letter Amendment to be executed by their duly authorized signatories effective as of the day and year first above written. By signing below, the undersigned represent that they are authorized to execute this Letter Amendment on behalf of the respective parties. Notwithstanding any contradictory provision of the Agreement that this document amends, each party may rely without duty of inquiry on the foregoing representation.

THE COUNTY OF VENTURA

**FIDELITY MANAGEMENT TRUST
COMPANY**

By: _____
Its authorized signatory Date

By: _____
Its authorized signatory Date