

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
21-421

SAP Number

Auditor-Controller/Treasurer/Tax Collector

Department Contract Representative	John Johnson
Telephone Number	(909) 382-3002
Contractor	Fitch Ratings, Inc.
Contractor Representative	Constantine Schidlovsky
Telephone Number	(212) 908 0718
Contract Term	7/1/2021 – 6/30/2026
Original Contract Amount	\$90,500
Amendment Amount	N/A
Total Contract Amount	\$90,500
Cost Center	3406001000

Briefly describe the general nature of the contract: *Fee Agreement with Fitch Ratings, Inc. for the provision of investment ratings for the San Bernardino County Investment Pool.*

FOR COUNTY USE ONLY

Approved as to Legal Form

Robert F. Messinger, Chief Assistant County Counsel

Date

5/12/21

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

Ensen Mason, Auditor-Controller/Treasurer/Tax Collector

Date

5/12/21



Agreement ID #: 00127875.0

April 29, 2021

John Johnson
Chief Deputy Treasurer
San Bernardino County Investment Pool
268 W. Hospitality Lane, First Floor
San Bernardino California 92415-0018
United States

Fitch Ratings' analysts are independent from its sales and marketing functions. Analysts may not participate in negotiations, discussions or communications regarding fees or payments. Please do not discuss or share this Fee Agreement or its contents with any analyst.

**Re: Public Monitored Ratings of San Bernardino County Investment Pool
(the "Fitch Product")**

Dear John Johnson,

Thank you for requesting the above-referenced Fitch Product. In this letter, "**Fitch**" means Fitch Ratings, Inc. and any successor in interest to any such person.

Fees and Expenses: The fee arrangement relating to the requested Fitch Product is set forth in the fee table(s). Details regarding payment of expenses are also set forth in the fee table(s). You agree to pay such fees and expenses for the analysis undertaken in connection with the requested Fitch Product for the term set forth below. You acknowledge that payment of these fees is not contingent on the issuance or sale of the rated securities, your use of the Fitch Product, Fitch's issuance of any particular rating or any other work performed.

Taxes: All fees and charges quoted are net of all sales tax, VAT and other taxes which may be due by reason of Fitch providing its analysis. Unless required by law to withhold or deduct any part of the fee payable to Fitch, you will ensure that Fitch receives the fees in full, in the amounts stated in this letter. If any part of the fee payable to Fitch is required by law to be withheld or deducted, you will prepare and file with the relevant authority all documents as may be necessary to enable Fitch to claim the amount so withheld or deducted from the relevant authority.

Payment: Fees are due and payable as set forth on the fee table(s). If not so specified, then fees are due and payable within 60 days of your receipt of an invoice from Fitch.

Applicable Terms: Incorporation by Reference: The Fitch Product will be provided by Fitch subject to the terms of this fee letter and the fee table(s), the Fitch Ratings Fee Letter Terms and Conditions (the "Terms and Conditions"), as well as any applicable addendum listed below, each of which is hereby incorporated by reference herein (collectively, the "Fee Agreement").

Applicable Addendum: None.

Modifications to Fee Table: At the end of the Initial Term or any subsequent Renewal Term or in the event the issuer acquires another entity or there is any other material event, Fitch reserves the right to modify the fee table upon prior



written notice to you. Any modification of the fee table will be applicable from the moment of such material change or at the next Renewal Term, as applicable. Fitch may notify you of such modification by email or any other written means. In the event of a renewal, you will have 30 days to consider such modification. If, within 30 days of receiving such notice, you do not provide Fitch with written notice of non-acceptance, then the modification of the fee table as notified to you shall be deemed accepted by you as of the first day of the Renewal Term. Notwithstanding the foregoing, no fees for a structured finance transaction, other than annual fees, shall be modified with respect to any transaction after the closing of that transaction. Notice of changes to annual fees for a structured finance or public finance rating does not need to be provided in advance and may be provided in the form of an invoice. All other terms of the Fee Agreement may be modified as provided in the Terms and Conditions.

Validity of Ratings: Private Ratings, Credit Opinions, and Rating Assessments assigned by Fitch shall be valid and effective only if the rating letter contains a "Fitch Ratings" digital watermark and, if available, the Agreement ID number referenced in this letter. In the case of a public rating, the rating shall be valid and effective when the rating is published on Fitch's website.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to manually sign and transmit this Agreement by electronic means (whether by facsimile, PDF or other email transmission) and are entitled to electronically sign and transmit this Agreement via software approved by the California Secretary of State, which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

Please acknowledge your acceptance and agreement to the provisions of this Fee Agreement by signing in the space below where indicated. Please return a copy of the signed agreement to me.

Sincerely,

Fitch Ratings, Inc.

By: Constantine Schidlovsky

Title: **Director**

Date: 4/29/21

Agreed and accepted:

San Bernardino County

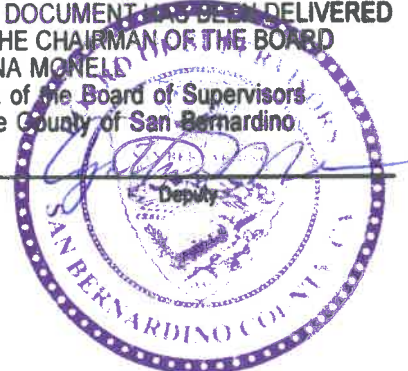
By: Curt Hagman, Chairman, Board of Supervisors

Date: **JUN 08 2021**

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MCNEEL

Clerk of the Board of Supervisors
of the County of San Bernardino

By





SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By: Lynna Monell (Clerk of the Board of Supervisors of the County of San Bernardino)

Please provide a sales tax registration number:

Note that if you are not registered locally for sales tax, please confirm this in writing.

Fee Table

Date: April 29, 2021

Arrangement Details

Name of Issuer: San Bernardino County Investment Pool
Sector: Financial Institutions
Product Line: Fund Asset Management
Sub-Product Line: Local Government Investment Pools
Product Type: Credit Rating
Rating Scale: International
Currency: USD

Fee Details

Annual Fees:

Year	Fee	Start Date	End Date
1	\$ 17,500.00	July 1, 2021	June 30, 2022
2	\$ 17,500.00	July 1, 2022	June 30, 2023
3	\$ 17,500.00	July 1, 2023	June 30, 2024
4	\$ 18,500.00	July 1, 2024	June 30, 2025
5	\$ 19,500.00	July 1, 2025	June 30, 2026

Other Fee Details

Payment: All fees are due and payable upon the issuance of an invoice by Fitch.



Fitch Ratings
Fee Agreement
Terms and Conditions

1. Definitions. As used in the Fee Agreement with Fitch, the following terms have the following meanings:

“Addendum” means the addendum (addenda) specified in the Fee Letter, if any;

“Credit Product” means an expression of creditworthiness by Fitch provided pursuant to a Fee Agreement regarding, without limitation, credit ratings, credit opinions, rating assessments, servicer ratings, fund asset manager ratings, gradings and scales, and any and all action, modifier, withdrawal or amendment with respect thereto.

“Fee Agreement” means the Fee Letter, including the applicable fee table(s), all applicable Addenda, if any, and these Terms and Conditions, collectively;

“Fee Letter” means the Fee Letter agreed and signed by Fitch and you;

“Initial Rating” or “Indicative Rating” means a private rating that is Point-in-time. The term “Initial Rating” is used in the Asia Pacific region and “Indicative Rating” is used in all other jurisdictions. Unless an issuer requests that the Initial or Indicative Rating be made public (and Monitored) or remain private (and Monitored), it will be Point-in-time only. With respect to a transaction rated under the Global Infrastructure criteria, an Initial or Indicative Rating may be preliminary and require further information and analysis in order for a final rating to be issued.

“Monitored” Credit Product means any Credit Product that is not specified as Point-in-time in the Fee Agreement or letter assigning the Credit Product;

“Point-in-time” means any Credit Product that is as of a specific date and not reviewed subsequent to such date.

2. Information.

(a) Warranty as to Information Provided to Fitch. In issuing and maintaining its Credit Products, Fitch relies on factual information it receives from you and from other sources Fitch believes to be credible. You agree to use good faith efforts to cooperate, in any manner reasonably requested, with any verification procedures performed by Fitch or performed by a third party at Fitch’s request. You warrant that all information you or your agents provide to Fitch, as of the date such information is provided, (i) contains no untrue statement of material fact and does not omit a material fact necessary in order to make such information, in light of the circumstances in which it was provided, not misleading and (ii) does not infringe or violate the intellectual property rights of a third party. To the extent that you provide information that belongs to or concerns another party, you further warrant that you have the right to share such information with Fitch. In addition, to the extent that you provide Fitch with personal information in connection with Fitch’s provision of services under this Fee Agreement, you represent that the provision of the personal information complies with and is permitted under all applicable laws, rules, regulations, and contractual provisions governing the collection, use, and storage of such information.

(b) Information to be Provided to Fitch. You recognize the need to supply, or cause others to supply, Fitch with all information relevant to evaluating the Credit Products, including without limitation any information identified by Fitch in any questionnaire that may be forwarded to you periodically. You further recognize the importance to monitoring the Credit Products of keeping Fitch informed on a timely basis of all material changes in the information provided to Fitch, potential material events and the overall financial condition of the rated entity



and, if material in a structured finance transaction, the overall financial condition of you and your affiliates. This may require communication of non-public information to Fitch.

(c) Use of Information. You recognize and agree that subject to Fitch's publicly available policy on the treatment of confidential information and any confidentiality undertaking that Fitch may execute for your benefit, Fitch has the right to include comments on you in any relevant sector or general research reports and commentaries and to use information derived from non-public information provided by you or your representatives (without revealing such non-public information) in any analytical process.

3. Rights Reserved by Fitch.

(a) Right to Take Action with Respect to Credit Products. You recognize that Fitch reserves the right in its sole discretion to raise, lower, place on Rating Watch or withdraw any Credit Product at any time for any reason it deems sufficient. Under such circumstances, no fees paid to Fitch will be returned.

(b) Right to Publish. Subject to any specific limitations set forth elsewhere in the Fee Agreement, nothing in the Fee Agreement shall limit Fitch's right to publish, disseminate or license others to publish or otherwise to disseminate the Credit Products or the rationale for the Credit Products.

4. Use and Limitations of Credit Products. Fitch is not responsible for any underwriting, credit, loan, purchase, strategic or investment decision. Credit Products are not a recommendation or suggestion, directly or indirectly, to you or any other person, to buy, sell, make or hold any investment, loan or security or to undertake any investment strategy with respect to any investment, loan or security or any entity. Credit Products do not comment on the adequacy of market price, the suitability of any investment, loan or security for a particular investor (including without limitation, any accounting and/or regulatory treatment), or the tax-exempt nature or taxability of payments made in respect of any investment, loan or security. You acknowledge that Fitch is not your advisor and is not providing you or any other party any financial advice, or any legal, auditing, accounting, appraisal, valuation or actuarial services. A Credit Product should not be viewed as a replacement for such advice or services. Nothing in the Fee Agreement is intended to or should be construed as creating a fiduciary relationship between you and Fitch or between Fitch and any user of a Credit Product. Should you consider Fitch's Credit Product in undertaking any action, you acknowledge that Fitch's Credit Product is subject to both (i) the analytical process and limitations described in the Fee Agreement and (ii) the provisions relating to understanding ratings and other forms of opinions, including the usage and limitations thereof, found on Fitch's website, www.fitchratings.com. You use any Credit Product entirely at your own risk.

5. Private Credit Products.

(a) Disclosure by You. You recognize and agree that a Credit Product that is private (such as a private rating, credit opinion or rating assessment) is not intended for disclosure (a "Private Credit Product") and you will not disclose the Private Credit Product except (i) to the extent and in the manner permitted or required by applicable law or regulation (including, without limitation, Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (as amended from time to time)), or (ii) if and as necessary, to your affiliates, your and their officers, directors, employees, attorneys, agents, advisers, auditors, consultants, (iii) regulators, and (iv) any governmental entity as part of a response to a governmental solicitation, request for proposal or federal or state guaranty program. If you do disclose the Private Credit Product to any person in accordance with this section, you are responsible for communicating the entire content of the letter to be delivered to you by Fitch notifying you of the Private Credit Product, and any changes with respect to the Private Credit Product (where the Private Credit Product is Monitored), to any such person or entity as well. In addition, to the extent you have disclosed the Credit Product in accordance with the foregoing clauses (i) and (ii), you shall cause such persons to maintain confidentially the information provided to you relating to the Private Credit Product.



(b) Disclosure by Fitch. Fitch shall have the right to disclose the Private Credit Product: (i) in response to a valid request for information in a subpoena, court order or as otherwise required by applicable law or by any judicial, legislative or regulatory authority (including any national, federal or state regulator or association of regulators), (ii) if the Monitored Private Credit Product or any portion of the analysis becomes publicly known or is based on publicly available information, (iii) if you should access the public debt markets, (iv) if you or any other person should disclose any solicited Credit Product with respect to the subject matter of the Monitored Private Credit Product or (v) if Fitch is engaged to provide a Credit Product by an entity whom you have directly or indirectly authorized to receive your information. Fitch reserves the right to issue a public Credit Product with respect to the subject matter of the Monitored Private Credit Product on the earliest of (i) the granting of your consent, (ii) the occurrence of one of the events described in the immediately preceding sentence, or (iii) the expiration of 12 months from the date of termination of the Fee Agreement with respect to the Monitored Private Credit Product.

(c) Non-Monitored Credit Products. With respect to any Point-in-time Private Credit Product, the Credit Product will not be monitored by Fitch and therefore will not be updated to reflect any changed circumstances or information that may affect the Credit Product assigned.

(d) Disclosure Related to Indicative Ratings Assigned by Fitch EU or UK Entity (or Branch thereof). With respect to any Indicative Rating analysis conducted by a Fitch entity established in a European Union member country or the United Kingdom (or a branch of such an entity), the fact that Fitch has conducted an Indicative Rating analysis, whether or not you elect to make the rating public, must and will be disclosed on Fitch's website and to the regulatory authorities, in accordance with applicable law and regulation. The outcome of the analysis for the Indicative Rating will be excluded from this disclosure.

6. Structured Finance Issuances by Non-US Entities Offered and Sold Outside the U.S. This section applies only to structured finance securities issued by non-US entities in transactions that such entities elect not to subject to the requirements applicable to issuers, sponsors or underwriters specified in Rule 17g-5(a)(3)(iii) under the U.S. Securities Exchange Act of 1934, as amended, as interpreted by the U.S. Securities and Exchange Commission from time to time. You represent and agree that (i) the issuer of the securities is not a U.S. person (as that term is defined under Rule 902(k) under the U.S. Securities Act of 1933, as amended); (ii) the securities will be offered and sold upon issuance, and any issuer, sponsor, underwriter or arranger linked to the securities will effect transactions in the securities after issuance, only in transactions that occur outside the United States; and (iii) you shall promptly notify Fitch of any change that would render the representations in the foregoing clauses (i) and (ii) untrue or inaccurate.

7. Miscellaneous.

(a) Limitation of Liability. With respect to any Credit Product assigned by a Fitch entity, should you or any party affiliated with you be entitled to recover damages from Fitch under any legal theory, you agree that the total liability of Fitch (including for any loss caused by negligence) in connection with the Credit Product is limited to actual direct damages that can be proven up to an amount not to exceed (a) 7 times the net fees received by Fitch from you with respect to the relevant Credit Product in the 12 months period immediately preceding the action giving rise to the claim or (b) USD 5 million (or the equivalent in another currency), whichever amount is lower. Notwithstanding any other provision, nothing in this Fee Agreement shall exclude or restrict Fitch's liability for fraud or deceit, or for negligence causing death or personal injury.

(b) No Consent. Fitch does not consent to the inclusion of its Credit Products in any offering document in any instance in which US, UK or any other relevant securities laws requires such consent. For the avoidance of doubt, if there is no legal or regulatory requirement for Fitch's consent in order to include Fitch's Credit Products in



a given offering document in a given jurisdiction, then Fitch does not object to the inclusion of its Credit Products in that offering document in that jurisdiction. Fitch notes that it is your responsibility to determine what the legal and regulatory requirements are in any given jurisdiction. Fitch does not consent to the inclusion of any written document communicating Credit Products in any offering document except where such inclusion is required by applicable law or regulation and you have confirmed Fitch's consent. You understand that Fitch has not consented to, and will not consent to, being named as an "expert" in connection with any registration statement or other filings under US, UK or any other relevant securities laws, including but not limited to Section 7 of the U.S. Securities Act of 1933, as amended. Fitch is not an "underwriter" or "seller" as those terms are defined under applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation Sections 11 and 12(a)(2) of the U.S. Securities Act of 1933, as amended, nor has Fitch performed the roles or tasks associated with an "underwriter" or "seller".

(c) Trade or Economic Sanctions. You acknowledge that Fitch is prohibited from engaging in activities or transactions with certain countries, territories, entities and individuals pursuant to laws and regulations imposing trade or economic sanctions, including, but not limited to US, EU and UK sanctions laws and regulations ("sanctions"). You warrant that, to the best of your knowledge, after due inquiry, neither you nor any of your affiliates, is subject to sanctions pursuant to any such law or regulation. You agree to notify Fitch within five (5) business days (i) if you or any of your affiliates becomes subject to such sanctions during the term of this Fee Agreement; (ii) to the extent applicable, if you alter, or are delisted from, your primary stock exchange listing; or, (iii) if you alter your country of incorporation. You acknowledge that if you or any of your affiliates becomes subject to sanctions, then Fitch may terminate this Fee Agreement immediately by sending a termination notice to your address indicated in the Fee Agreement. Upon sending this notification, the Fee Agreement shall be deemed terminated, and Fitch may withdraw any Credit Product issued pursuant hereto, and refund any fees paid for services not yet rendered by Fitch to the extent legally permitted.

(d) Securities offered in Australia. Credit Products in Australia are available to wholesale investors only as herein described. You understand that, effective 1 January 2010, Fitch's Credit Products in Australia are assigned, maintained and distributed in accordance with the conditions of an Australian Financial Services License, which authorizes Fitch Australia Pty Ltd to assign and distribute information related to Credit Products only to wholesale clients (as defined in section 761G of the Corporations Act (Cth) (the "Act")) in Australia. You acknowledge that information related to Credit Products published by Fitch is not intended to be used by persons who are retail clients within the meaning of the Act ("Retail Clients") in Australia. You agree that you shall not distribute, disclose or make reference to any information related to Credit Products in a manner which is intended to (or could reasonably be regarded as being intended to) influence a Retail Client in making a decision in relation to a particular financial product (as defined in the Act) or class of financial products, unless you are required to do so by law to meet continuous disclosure obligations. Furthermore, you may disclose such Credit Product information (i) in an Annual Report, (ii) at an Annual General Meeting, or (iii) in standard shareholder communications such as quarterly reports and updates (when the disclosure in such standard shareholder communications could not be reasonably regarded as being intended to influence a Retail Client). Accordingly, you agree that you shall not make reference to any Credit Product information in any publication, promotional material, disclosure document, correspondence, website, or any other venue that may be accessed by clients and investors who are Retail Clients in Australia (except in the circumstances stated above).



(e) Fee Agreement Modifications. Any modification of the fee table will be effected as provided in the applicable Fee Letter. All other provisions of the Fee Agreement may be modified or amended as provided in this section.

(i) Prior Notice of Modification. Fitch reserves the right to modify or amend any such provision of the Fee Agreement upon prior written notice to you. You will have at least 30 days to consider such modification or amendment.

(ii) Deemed Acceptance if Change in Law or Regulation. If, within 30 days of receiving such notice, or, if later, prior to the stated effective date of such modification or amendment, you do not provide Fitch with written notice of non-acceptance, then with respect to modifications or amendments made because of changes in law or regulation, the modification or amendment of the Fee Agreement as notified to you shall be deemed accepted by you as of the date of notification or other stated effective date.

(iii) Your Consent Required if Materially Adverse Change. Notwithstanding the foregoing, no amendment or modification of the Fee Agreement that would affect you in any materially adverse way shall be effective against you without your written consent. An increase of fees notified to you in writing in advance shall not be deemed to affect you in a materially adverse way for purposes of this section. After such consent is given, such amendment or modification will be effective as of the date of notification of the modification or amendment or another stated effective date unless otherwise agreed. If you and Fitch cannot agree on such material amendment or modification, then either party may terminate the Fee Agreement.

(iv) Notifications. All notifications and consents given by either party pursuant to this section may be given by email or any other written means.

(f) Confidentiality of Fee Agreement Terms. The terms of this Fee Agreement shall be kept confidential between the parties except that the terms may be disclosed as necessary (a) to each party's respective affiliates, and its and their officers, directors, employees, attorneys, agents, advisers, auditors and consultants (b) to any co-sponsor or asset seller in the case of a structured finance transaction, (c) to regulators, (d) to any governmental entity as part of a response to a governmental solicitation or request for proposal; and (e) as required pursuant to law, regulation or rule or order of a court of competent jurisdiction or applicable regulatory or governmental authority or in response to a valid request for information in a subpoena. In the event of any permitted disclosure, the disclosing party shall inform any such person of the confidential nature thereof.

(g) Third Party Beneficiaries. You agree that each of Fitch's affiliates and subsidiaries is an intended third party beneficiary of the Fee Agreement. However, nothing in this Fee Agreement, or the Credit Product when issued, is intended to create rights in any other third party, including any users or recipients of the Credit Products.

(h) Entire Agreement. This Fee Agreement, together with any confidentiality undertaking of Fitch relating to the Credit Products, encompasses the entire agreement of the parties with respect to the subject matter hereof. Other terms and conditions will not become a part of this Fee Agreement, even if Fitch does not expressly object to them. Without limiting the foregoing, the Terms and Conditions of this Fee Agreement, together with any such confidentiality undertaking, supersede the terms and conditions found on, or applicable to, websites or other means



through which you or your agents make information available to Fitch during the term of this agreement, regardless if such terms and conditions are provided before or after the date of this Fee Agreement.

(i) Controlling Provisions in Event of Conflict or Inconsistency. In the event of a conflict or inconsistency between the provisions of the Fee Letter, on the one hand, and the provisions of any Addendum or these Terms and Conditions on the other hand, the provisions of the Fee Letter shall control. In the event of a conflict or inconsistency between the provisions of any Addendum, on the one hand, and these Terms and Conditions on the other hand, the provisions of the Addendum shall control.

(j) Severability. If any provision, or part thereof, of the Fee Agreement becomes or is declared invalid, illegal or unenforceable in any respect under any law, then such provision, or part thereof, shall be null and void, and deemed deleted from the Fee Agreement. The validity, legality and enforceability of the remaining provisions of the Fee Agreement shall not in any way be affected or impaired.

(k) Obligations and Terms which Survive Agreement Termination. Your obligation to pay any due and unpaid fees shall survive the expiration or termination of the Fee Agreement. In addition, the terms and conditions of the following sections of the Fee Agreement shall survive its expiration or termination for any reason: Sections 1 through 7(d) and 7(f) through the final section of these terms and conditions; and all provisions of any Addendum.

(l) Controlling Language. If all or any portion of the Fee Agreement is provided to you in both English and another language, then, in the event of any conflict between the English version and the translated version, the English version shall govern, and the English version shall control with respect to all matters relating to the interpretation of either version of any portion of the Fee Agreement.

(m) Third Party Subpoenas. In the event Fitch is required to respond to a subpoena or other formal request from a third party relating to services Fitch has performed pursuant to this Fee Agreement, you agree to reimburse Fitch for the time and expense incurred in responding to such request, including but not limited to costs of Fitch's external counsel and fees charged by external vendors to process documents responsive to the request.

(n) Disputes. All disputes arising out of or relating to this Fee Agreement, whether arising in contract, in tort, under statute or otherwise shall, to the maximum extent permitted by law, be determined exclusively under the laws of the State of New York (without regard to its conflict of laws provisions), and you agree and consent to the exercise of personal jurisdiction over you by any state or federal court of law or equity located in New York, New York, U.S.A. You shall not initiate any legal proceeding relating to any such dispute in any jurisdiction other than in the state or federal courts located in New York, New York.