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



Contract Number 24-1109 A-1

**SAP Number** 4400027081

## **Land Use Services Department**

**Department Contract Representative** Jolly Bakunawa **Telephone Number** 909-387-5039 Consultant FCS International, Inc. dba First Carbon Solutions Mary Bean **Consultant Representative Telephone Number** 888-826-5814 **Contract Term** 11/19/2024 - 11/18/2027 **Original Contract Amount** \$6,000,000 Amendment Amount \$5,700,000 **Total Contract Amount** \$11,700,000 6950001000 **Cost Center Grant Number (if applicable)** 

#### IT IS HEREBY AGREED AS FOLLOWS:

#### AMENDMENT NO. 1

San Bernardino County (County) on behalf of Land Use Services Department and FCS International, Inc. dba First Carbon Solutions (Consultant) for good and valuable consideration hereby agree to enter into this Amendment No. 1 to amend Contract 24-1109, as follows:

1. First paragraph of Subsection F.1 of Section F – FISCAL PROVISONS, is amended to read as follows:

The maximum amount of reimbursement/payment under this Contract shall be an aggregate amount not to exceed \$11,700,000 and shall be subject to availability of funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

- 2. Except as so amended, all other terms and conditions of the original Contract shall remain unchanged and in full force and effect.
- 3. This Amendment 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is

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contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

End of Amendment No. 1

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**IN WITNESS WHEREOF**, San Bernardino County and Consultant have each caused this Amendment No. 1 to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY	FCS International, Inc. dba		
ON BERNARDING GOOTT		First Carbon Solutions	
	(Print or ty	pe name of corporation, company, contractor, etc.)	
<b>&gt;</b>	Ву ▶		
Dawn Rowe, Chair, Board of Supervisors		(Authorized signature – sign in blue ink)	
D !		C. Patrick Schultz / Mary Bean	
Dated:	Name _	(81)	
SIGNED AND CERTIFIED THAT A COPY OF THIS		(Print or type name of person signing contract)	
DOCUMENT HAS BEEN DELIVERED TO THE			
CHAIRMAN OF THE BOARD	Title	COO	
Lynna Monell		(Print or Type)	
Clerk of the Board of Supervisors			
of the San Bernardino County			
Ву	Dated:	10/30/2025	
Deputy	_	250 Commerce, Suite 210	
	Address		
		Irvine, CA 92602	

FOR COUNTY USE ONLY		
Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
<b>&gt;</b>	<b>•</b>	<b>•</b>
Jason Searles, Supervising Deputy County Counsel	Thomas Bustamonte, Assistant Director	Miguel Figueroa, Director
Date	Date	Date

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# ATTACHMENT D Campaign Contribution Disclosure (SB 1439)

### **DEFINITIONS**

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbles in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

<u>Agent:</u> A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

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	Yes If yes, skip Question No	s. 3-4 and go to 0	Question No. 5	No 🖲		
3.	Name of Principal (I.e., CEO/Pres matter <u>and</u> has a financial interes			. 1, <u>if</u> the individual actively su	pports the	
4.	If the entity identified in Question I traded ("closed corporation"), ide			ess shareholders, and not pub	licly	
	FCS International, Inc., is who	lly owned by Al	DEC Professiona	l Services, Inc., a D		
5.	<ol> <li>Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):</li> </ol>					
	Company Name			Relationship		
A	ADEC Professional Services, Inc., a Delaware corp		orp Holding Con	Holding Company		
N	/A	_	N/A			
			1			
6.	Name of agent(s) of Contractor:					
	Company Name	Age	ent(s)	Date Agent Retaine	d	
				(If less than 12 months	prior)	
N	/A	N/A				
N	//A	N/A				
<ol> <li>Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.</li> </ol>						
1	Company Name	Subcontractor	(8):	Principal and//or Agent(s)	ic.	
I	N/A	N/A		N/A		
I	N/A					
8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:						
	Company Name		Indiv	Individual(s) Name		
	N/A N/A		N/A			
	N/A					
_						

2. Is the entity listed in Question No.1 a nonprofit organization under internal Revenue Code section 501(c)(3)?

Name of Contractor: FCS International, Inc.

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9.	Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Boar of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entitle listed in Question Nos. 1-8?
	No 🕑 If no, please skip Question No. 10.
	Yes If yes, please continue to complete this form.
10.	Name of Board of Supervisor Member or other County elected officer: N/A
	Name of Contributor:
	Date(s) of Contribution(s):
	Amount(s):
	Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

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