



Contract Number

23-72-A4

SAP Number

Board of Supervisors

**Department Contract Representative
Telephone Number**

Penelope Chang
909-387-4886

Contractor

Provisional Educational Services,
Inc., dba The PAL Center and PAL
Center Academy

**Contractor Representative
Telephone Number**

Dwayne Radden, Sr.
909-887-7002

Contract Term

02/07/2023-08/06/2025

Original Contract Amount

Not-to-Exceed \$2,100,000

Amendment Amount

\$0.00

Total Contract Amount

Not-to-Exceed \$2,100,000

Cost Center

1025001000

Grant Number (if applicable)

IT IS HEREBY AGREED AS FOLLOWS:

Amendment No. 4 to Contract No. 23-72

WHEREAS, it is the policy of the Board of Supervisors (Board) to work with community partners through services provided by San Bernardino County (County) and contractual agreements to identify programs, projects, and initiatives, that support the mission of the County, and to provide services to citizens that promote health, safety, economic well-being, education, recreation, and other public services that enhance quality of life, and meet the needs of the County's citizens; and

WHEREAS, under Government Code sections 26224 and 26227 the Board may contract with certain entities to provide certain services to County residents; and

WHEREAS, on February 7, 2023 (Item No. 17), the San Bernardino County Board of Supervisors (Board) approved the County Contract No. 23-72 (Contract) in the amount of \$2,100,000 between San Bernardino County (County) and Provisional Educational Services, Inc., dba The PAL Center and PAL Center Academy (Contractor), to contribute to the PAL Ballfield at Blake Park Rehabilitation Project (Project) for the period of February 7, 2023, through February 6, 2024; and

WHEREAS, on December 13, 2023, the County Executive Officer approved Amendment No. 1 to Contract No. 23-72, effective December 8, 2023, to authorize the Contractor's request to extend the Contract by an additional six months, from February 6, 2024, to August 6, 2024; and

WHEREAS, on December 19, 2023 (Item No. 40), the Board approved Amendment No. 2 to Contract No. 23-72 to revise the scope of work, with no change in the not-to-exceed amount of \$2,100,000 or term of February 7, 2023, through August 6, 2024; and

WHEREAS, on July 23, 2024 (Item No. 28), the Board approved Amendment No. 3 to Contract No. 23-72 to extend the term by an additional six (6) months, from August 6, 2024, to February 6, 2025, with no change to the Contract amount; and

WHEREAS, the Contractor is requesting to extend the Contract term by an additional six (6) months from the current Project completion date of February 6, 2025, to August 6, 2025, to allow for the completion of services; and

WHEREAS, the Fifth District Supervisor has approved the additional extension of six (6) months from the current termination date of February 6, 2025, to August 6, 2025; and

NOW, THEREFORE, the County and Contractor mutually agree as follows:

Effective January 28, 2025, Contract No 23-72 is hereby amended as follows:

WHEREAS, the County and the Contractor desire to replace

1. Replace Section D. TERM OF CONTRACT in its entirety with the following:

D. TERM OF CONTRACT

The services to be provided by Contractor shall commence on February 7, 2023, and shall be completed by August 6, 2025, but may be terminated earlier in accordance with provisions of this Contract.

2. This Amendment No. 4 to Contract No. 23-72 (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 contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.
3. All other terms and conditions of the Contract, as amended, shall remain in full force and effect as written.
4. Recitals set forth above are true and correct and incorporated herein by this reference.

This Amendment No. 4 to the Contract shall take effect on the date it is signed and approved by authorized officers of both County and Contractor.

IN WITNESS WHEREOF, the San Bernardino County and Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY



Dawn Rowe, Chair, Board of Supervisors

Dated: JAN 28 2025

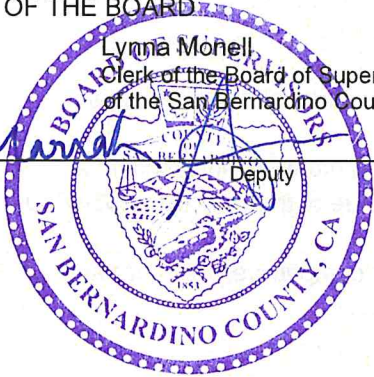
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

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

By



Deputy



PROVISIONAL EDUCATIONAL SERVICES, INC.
DBA THE PAL CENTER AND PAL CENTER
ACADEMY

(Print or type name of corporation, company, contractor, etc.)

By 

Dwaine Radden Sr. (Jan 16, 2025 14:37 PST)

(Authorized signature – sign in blue ink)

Name Dwaine Radden, Sr.

(Print or type name of person signing contract)

Title Chief Executive Officer

(Print or Type)

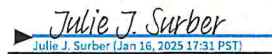
Dated: 1/16/2025

Address 2450 Blake Street

San Bernardino, CA 92407

FOR COUNTY USE ONLY

Approved as to Legal Form



Julie Surber, Principal Assistant County
Counsel

Date Jan 16, 2025

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department



Date



ATTACHMENT B

Levine Act -

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing 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 lobbies 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.

Agent: 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-subsidary relationship but meets one of the following criteria:

- (1) 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.

1. Name of Contractor: Provisional Educational Services, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes ☒ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☐
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Dwaine Radden Sr., CEO
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): Edward Stricklin, Pam Montana, Reg Young, Dr. Mildred Henry, Dwaine Radden Sr.
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. 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.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
MC Construction		Giovanni Mendoza

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	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities 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 \$500 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.