

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

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FOURTH AMENDMENT TO AGREEMENT NO. 35287  
**35287**

THIS FOURTH AMENDMENT TO AGREEMENT NO. 35287 is made and entered, in duplicate, as of May 17, 2023 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on June 18, 2019, by and between CRASH CHAMPIONS, LLC, an Illinois limited liability company, doing business as CRASH CHAMPIONS - LONG BEACH SOUTH (formerly PACIFIC ELITE, INC.), a California corporation, doing business as PACIFIC ELITE COLLISION CENTERS ("Contractor"), with a place of business at 1851 Obispo Ave., Signal Hill, CA 90755, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with light and medium vehicle body repair; and

WHEREAS, City and Contractor (the "Parties") entered into Agreement No. 35287 (the "Agreement") whereby Contractor agreed to provide the specialized services as described in Request for Proposals Number FS19-042; and

WHEREAS, the parties entered into a First Amendment to the Agreement to change Contractor's name from Pacific Elite, Inc., DBA Pacific Elite Collision Centers to Crash Champions, LLC, DBA Crash Champions - Long Beach South; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement to amend the annual contract amount and renew for an additional one-year period; and

WHEREAS, the Parties entered into a Third Amendment to the Agreement to amend the contract amount and renew for an additional one-year period; and

WHEREAS, the Parties desire to enter into a Fourth Amendment to increase the contract by an additional Three Hundred Thousand (\$300,000) and extend the contract until June 30, 2024;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein contained, the Parties agree as follows:

1. Section 1.A. of the Agreement is hereby amended to read as follows:

1                                    "SCOPE OF WORK OR SERVICES.

2                    A.      Contractor shall furnish specialized services more particularly  
3                    described in Exhibit "A", attached to this Agreement and incorporated by this  
4                    reference, in accordance with the standards of the profession, and City shall pay for  
5                    these services in the manner described below, at the rates or charges shown in  
6                    Exhibit "B":

7                                    i.      For the term July 1, 2019 to June 30, 2021, an amount  
8                                    not to exceed Six Hundred Thirty-Two Thousand Five Hundred Dollars  
9                                    (\$632,500).

10                                  ii.     For the term July 1, 2021 to June 30, 2022, an amount  
11                                  to exceed amount Five Hundred Thousand Dollars (\$500,000).

12                                  iii.    For the term July 1, 2022 to June 30, 2023, an amount  
13                                  not to exceed Three Hundred Thousand Dollars (\$300,000).

14                                  iv.    For the term July 1, 2023 to June 30, 2024, an amount  
15                                  not to exceed amount shall be Three Hundred Thousand Dollars  
16                                  (\$300,000)."

17                    2.      Section 2 of the Agreement is hereby amended to read as follows:

18                                    "TERM. The term of this Agreement shall commence at midnight on July 1,  
19                    2019, and shall terminate at 11:59 p.m. on June 30, 2024, unless sooner terminated as  
20                    provided herein. The City may terminate this Contract by giving thirty (30) days prior  
21                    notice of termination to Contractor."

22                    3.      Section 3 of the Agreement shall be amended to read as follows:

23                                    "COORDINATION AND ORGANIZATION.

24                    A.      Contractor shall coordinate its performance with City's  
25                    representative, if any, named in Exhibit "C", attached to this Agreement and  
26                    incorporated by this reference. Contractor shall advise and inform City's  
27                    representative of the work in progress on the Project in sufficient detail so as to  
28                    assist City's representative in making presentations and in holding meetings on the

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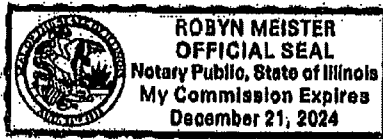
1 Project. City shall furnish to Contractor information or materials, if any, described in  
2 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall  
3 perform any other tasks described in the Exhibit.

4 4. Exhibit "E" of the Agreement shall be repealed.

5 5. Except as expressly modified herein, all of the terms and conditions  
6 contained in the Agreement are ratified and confirmed and shall remain in full force and  
7 effect.

8 IN WITNESS WHEREOF, the parties have caused this document to be duly  
9 executed with all formalities required by law as of the date first stated above.

10 *Robyn Meister*



CRASH CHAMPIONS, LLC, an Illinois  
limited liability company, doing business as  
CRASH CHAMPIONS - LONG BEACH  
SOUTH (formerly PACIFIC ELITE, INC.), a  
California corporation, doing business as  
PACIFIC ELITE COLLISION CENTERS

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14 May 23, 2023

By *Rachel Dutz*  
Name *Rachel Dutz*  
Title *Chief Clerk Officer*

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16  
17 May 24, 2023

By *Matt Ebert*  
Name *Matt Ebert*  
Title *Chief Executive Officer*

18  
19 EXECUTED PURSUANT  
20 TO SECTION 301 OF  
21 THE CITY CHARTER.

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation

22 May 30, 2023

By *Linda J. Takem*  
City Manager

"City"

23  
24 This Fourth Amendment to Agreement No. 35287 is approved as to form on

25 May 25, 2023.

26 DAWN MCINTOSH, City Attorney

27 By *[Signature]*  
28 Deputy

	Contract Period	7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022		7/1/2022- 06/30/2023	7/1/2023- 06/30/2024	
Vendor Name	MUNIS Contract	Year 1 Year-End Allocation	Year 2 Year-End Allocation	Year 3 Allocation	Year 3 Year-End Allocation	Year 4 Year-End Allocation	Proposed Year 5 Allocation	Total Aggregate on Contracts
Crash Champions (formerly Pacific Elite)	32100390/		550,000	500,000	500,000	300,000	300,000	2,200,000
Pacific Elite	31900634	550,000						
Fleet Collision Services	31900564	550,000	550,000	600,000	600,000	800,000	800,000	3,300,000
<b>Total Allocated</b>		<b>1,100,000</b>	<b>1,100,000</b>	<b>1,100,000</b>	<b>1,100,000</b>	<b>1,100,000</b>	<b>1,100,000</b>	<b>5,500,000</b>
<b>Contingency</b>		<b>165,000</b>	<b>165,000</b>	<b>165,000</b>	<b>165,000</b>	<b>165,000</b>	<b>165,000</b>	<b>825,000</b>
<b>Total</b>		<b>1,265,000</b>	<b>1,265,000</b>	<b>1,265,000</b>	<b>1,265,000</b>	<b>1,265,000</b>	<b>1,265,000</b>	<b>6,325,000</b>
		*amount approved by CCL 6/18/19: \$1,100,000						
		with 15% contingency: \$1,265,000						