

**NAPA COUNTY AGREEMENT NO. 230377B  
AMENDMENT NO. 2**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 230377B** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and PETERSON POWER SYSTEMS, INC. “doing business as PETERSON CAT,” a California corporation, whose business address is 2828 Teagarden Street, San Leandro, CA, 94577, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

- A. By Napa County Agreement No. 230377B dated May 2, 2023, and effective July 1, 2023, (hereafter referred to as the “Agreement”) CONTRACTOR agreed to provide preventative maintenance, inspection, and repairs for the generators located at COUNTY owned and operated buildings.
  
- B. On January 13, 2026 COUNTY and CONTRACTOR entered into Amendment 1 to the Agreement to update the scope of work to add the generator at the Sugarloaf communications site as a routine service location, remove the generator previously located at 2030 Airport Road from the scope of work as it is no longer in service, decrease routine compensation to reflect these changes, and increase non- routine compensation to accommodate additional services.
  
- C. COUNTY and CONTRACTOR now desire to amend the Agreement to increase non-routine compensation to accommodate additional services.

**TERMS**

**NOW, THEREFORE**, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein as follows:

- 1. Paragraph 3, “**Compensation**” is hereby amended by deleting the existing language in subparagraph c “Maximum Amount” its entirety and replacing it with the following:
  - c. Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be as follows; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered:


Fiscal Year	Routine Maintenance	Non-Routine Services	Annual Total
FY23/24	\$81,762	\$50,000	\$131,762
FY24/25	\$81,762	\$50,000	\$131,762
FY25/26	\$80,721	\$120,000	\$200,721
FY26/27	\$82,257	\$120,000	\$202,257
FY27/28	\$82,257	\$120,000	\$202,257

2. Except as provided in paragraph 1 above, the terms and provisions of the Agreement shall remain in full force and effect.
3. **Counterparts.** This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.
4. **Electronic Signatures.** This Amendment No. 2 may be executed by electronic signature(s) and transmitted in a portable document format (“PDF”) version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 2 and shall have the same force and effect as a manually executed original.

*[Remainder of page left blank intentionally; signature page follows.]*

**IN WITNESS WHEREOF**, this Amendment No.2 is executed by County, acting by and through the Chair of the Board of Supervisors, and by Contractor through its duly authorized officer(s).

PETERSON POWER SYSTEMS, INC.  
DBA PETERSON CAT

By:  \_\_\_\_\_  
JOHN KRUMMEN, President

By:  \_\_\_\_\_  
KIMIE PELLIZZARO, Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_  
AMBER MANFREE, Chair of the Board of  
Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Sabrina S. Wolfson</u> Deputy County Counsel</p> <p>Date: April 8, 2026</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By _____</p>
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