

**AMENDMENT NO. 2
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
BLUE PEARL SPECIALTY & EMERGENCY
PET HOSPITAL**

THIS AMENDMENT NO. 2 to AGREEMENT No. A-16078 is made by and between the County of Monterey, a political subdivision of the State of California (COUNTY), and Blue Pearl Specialty & Emergency Pet Hospital (CONTRACTOR) with respect to the following.

WHEREAS, on November 16, 2022, COUNTY and CONTRACTOR entered into AGREEMENT No. A-16078 in the amount of \$15,000 for the term October 10, 2022, through October 9, 2024, for the provision of Emergency veterinary services to injured or sick domestic animals brought in by Monterey County or City of Salinas Animal Services or Good Samaritans; and

WHEREAS, COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to add \$25,000 and extend the term an additional two years for a new term of October 10, 2022 through October 9, 2026; and

WHEREAS, COUNTY and CONTRACTOR wish to amend AGREEMENT to add \$20,000 for a new Total Agreement amount of \$60,000, extend the term an additional two years for a new term of October 10, 2022 through October 9, 2028, replace Exhibit A to clarify that Emergency veterinary services are for injured or sick domestic animals brought in by COUNTY staff, Good Samaritan, or approved surrounding cities, and add Exhibit B, Authorized Cities for Emergency Animal Intake.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Section 2.0, “PAYMENT PROVISIONS”, Section 2.0, shall be amended by removing** “The Total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$40,000” **and replacing it with** “The total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$60,000”.
2. **Section 3.0, “TERM OF AGREEMENT”, Section 3.01, shall be amended by removing** “The term of this AGREEMENT is from October 10, 2022, to October 09, 2026, unless sooner terminated pursuant to the terms of this AGREEMENT.”, **and replacing it with** “The term of this AGREEMENT is from October 10, 2022, to October 09, 2028, unless sooner terminated pursuant to the terms of this AGREEMENT.”
3. **EXHIBIT A, “Scope of Services/Payment Provisions”, shall be amended by removing** EXHIBIT A of this AGREEMENT **and replacing it with**, “EXHIBIT A-2”. All references in AMENDMENT NO. 2 to EXHIBIT A shall be construed to refer to EXHIBIT A-2.

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4. **EXHIBIT B**, “Authorized Cities for Emergency Animal Intake”, is hereby **added to and incorporated** into the Agreement in its entirety. All references in AMENDMENT NO. 2 to EXHIBIT B shall be construed to refer to EXHIBIT B-2.
5. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 2 and shall continue in full forces and effect as set forth in the AGREEMENT.
6. A copy of the Amendment No. 2 shall be attached to the original AGREEMENT executed by COUNTY on November 16, 2022.
7. This Amendment No. 2 is effective upon execution.

***** SIGNATURE PAGE TO FOLLOW *****

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT

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NO. 2 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

Signed by: _____
By: Robert I. Brayer Robert I. Brayer

FBACA339C87E466
Deputy County Counsel
Date: 12/3/2025 | 2:19 PM PST

Approved as to Fiscal Provisions²

DocuSigned by: _____
By: Jennifer Forsyth Jennifer Forsyth

4E7E657875454A5
Auditor/Controller
Auditor-Controller Analyst II
Date: 12/3/2025 | 4:22 PM PST

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Blue Pearl Specialty & Emergency
Pet Hospital

Contractor's Business Name*

Signed by: _____
By: Candice Goldberg
E1B9C8891604E7
(Signature of Chair, President, or Vice-President) *

Candice Goldberg MEO
Name and Title

Date: 11/20/2025 | 1:16 PM PST

Signed by: _____
By: Hannah Scowsmith
ABD29B74F46C4EF...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer
or Assistant Treasurer)*

Hannah Scowsmith Practice Manager
Name and Title

Date: 11/17/2025 | 10:50 AM PST

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required

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EXHIBIT A-2

**To Agreement by and between
County of Monterey Health Department, (COUNTY)
AND
Blue Pearl Specialty & Emergency Pet Hospital, (CONTRACTOR)**

Scope of Services/Payment Provisions

A. SCOPE OF SERVICES

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Emergency veterinary services to injured or sick domestic animals brought in by COUNTY staff, surrounding cities staff, or Good Samaritans. Veterinary care will be to the level of stabilization of the animal in order for it to be “humanely housed” during a stray period of approximately 5 days and may include:

- Critical nursing care, fluids, pumps, pain management, minor surgery, splints, X-rays, wound care, and other triage related medical care.
- Humane euthanasia, as required, for animals that cannot be humanely housed at the Hitchcock Road Animal Services Center for average 5-day stray holding period.
- Disposal of deceased or euthanized animals.
- CONTRACTOR is authorized to euthanize sick/injured underaged (under 8 weeks) kittens and puppies without contacting COUNTY.

“Humanely housed” means that the animal can eat, drink, urinate/defecate on its own and is ambulatory enough to do those things. COUNTY does not have staff present around the clock to provide care outside of 8am-5pm daily and does not have on site veterinary staff every day.

Services are to be provided on an emergency basis for injured stray animals on the date admitted and up to 96 hours total. Animals requiring overnight or multiple overnight stays will be held only until the animal is stable enough to be delivered to COUNTY.

COUNTY acknowledges that at any time, CONTRACTOR, may delay a veterinary examination upon accepting an injured animal if it is determined by CONTRACTOR staff that the animal appears stable.

When domestic animals are brought to the CONTRACTOR by Good Samaritans, (people who do not own the stray animal but have delivered it for care and medical treatment), CONTRACTOR shall obtain the following information to be provided to COUNTY:

1. Contact information of Good Samaritan to include name, address, and phone number.
2. Where the animal was found to include street name and/or cross streets and city.
3. How the animal was injured if known or observed.
4. Whether the animal has any identification that may have been removed by the Good Samaritan.
5. Whether the owner is known and any owner contact information.

CONTRACTOR shall only accept animals found in unincorporated Monterey or any surrounding city as listed in **Exhibit B, Authorized Cities for Emergency Animal Intake**, as approved under this agreement.

CONTRACTOR shall scan any animal that is brought in by a Good Samaritan for a microchip. If a microchip is found, CONTRACTOR may attempt to contact owner outside of business hours. During business hours, COUNTY shall make contact. All owner information and contact attempts by CONTRACTOR shall be noted in animal record. CONTRACTOR is not to release any animal to owner until medical bill is paid in full. Otherwise, animal will be transferred to COUNTY who will contact owner.

CONTRACTOR shall notify COUNTY as soon as possible but within one business day of receipt of an animal and provide all information requested. COUNTY staff shall determine if the animal came from the County or a surrounding City's jurisdiction prior to authorizing treatment and providing an Animal ID number. During evenings, holidays and weekends, CONTRACTOR shall proceed under the agreed upon limit of agreement and contact COUNTY staff during business hours as needed according to contact list provided.

COUNTY will provide a list of contacts to CONTRACTOR via email to Office Manager and update accordingly as needed.

ANIMAL IDs and ANIMAL PICK UP: CONTRACTOR will contact COUNTY staff for pickup of the animal once it is in stable condition. Failure of CONTRACTOR to contact COUNTY within one business day for pick up will not account for additional fees applied to COUNTY invoice.

- CONTRACTOR shall contact the COUNTY dispatch office Monday-Friday at for Animal ID numbers and for pickup of animals and once in stable condition and all paperwork is completed.

A.2 CONTRACTOR shall produce the following deliverables (written reports, x-rays, etc.) by the dates indicated below.

- Medical diagnosis, treatment records and x-rays to be provided upon time animal is released to the care of COUNTY or transferred to another facility.

COUNTY staff shall be provided these records at the time of physical pick up of said animal.

All written reports required under this Agreement shall be delivered to COUNTY's Animal Services Director or designee in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$60,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

COUNTY shall pay an amount of \$400 for the first 48 hours and \$100 per day for two consecutive days after, not to exceed \$600 for initial 96 hours of treatment without written authorization from Animal Services Director or designee. Any treatment that varies from these limits requires prior authorization from the Animal Services Director or designee. Any additional medical treatment after the initial 96 hours must be approved by the Animal Services Director or their designee which will include a proposal of care with a "not to exceed" fee for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

In addition, COUNTY shall pay CONTRACTOR cost plus 10% for purchase of drugs and medical supplies. COUNTY shall provide a list of commonly used medications to CONTRACTOR via email to Office Manager and update accordingly as needed.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable.

CONTRACTOR shall invoice the COUNTY monthly with an itemized invoice by the 15th of each month following the month in which the services are provided. Each invoice must reference an animal with a corresponding Animal ID number received from Animal Services. Invoices received without corresponding Animal ID numbers may not be paid. CONTRACTOR shall submit invoices to:

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Invoices shall be emailed directly to: 296-financeas@countyofmonterey.gov
Cc: lewisp1@countyofmonterey.gov

Invoices should be mailed to: County of Monterey Health Department
Attn: Accounts Payable/Animal Services
1270 Natividad Road
Salinas, CA 93906

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT B-2

**To Agreement by and between
County of Monterey Health Department, (COUNTY)
AND
Blue Pearl Specialty & Emergency Pet Hospital, (CONTRACTOR)**

Authorized Cities for Emergency Animal Intake

Carmel-by-the-Sea

Del Rey Oaks

Greenfield

Marina

Salinas

CSUMB

* The list may be updated as needed. Any additional authorized cities shall be provided to the CONTRACTOR via email and subsequently incorporated into the Agreement through a formal Amendment.

Blue Pearl Specialty & Emergency Pet Hospital

Exhibit B-2

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