

Attachment A

Agreements Between Partners and Animal Arts Demonstrating In-Kind Donation Value

March 4, 2026

Janelle Ward
K-9 PALS
PO Box 60755
Santa Barbara, CA 93160

Dear Janelle,

Enclosed is an agreement for K-9 PALS portion of the services to provide an evaluation and suggest improvements to the Lompoc and Goleta facilities of Santa Barbara County Animal Services.

If you have any questions about this agreement, feel free to call.

We look forward to working with you.

Sincerely,



Heather E. Lewis, AIA, NCARB

Principals:

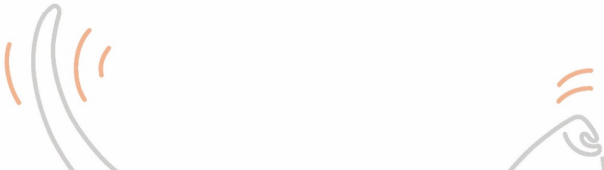
Heather E. Lewis, AIA, NCARB
Vicki J. Pollard, AIA, NCARB, CVT
Sean M. McMurray, AIA, NCARB
Sarah E. Boman, AIA, NCARB
Kelly A. Rayon, AIA, NCARB

2790 Valmont Road
Boulder, CO 80304

303.444.4413

800.332.4413

www.animalarts.com



March 4, 2026

**AGREEMENT to
Provide Design Services**

for:

Janelle Ward
PO Box 60755
Santa Barbara, CA 93160

by:

Animal Arts Design Studios, Inc. (Animal Arts)
2790 Valmont Road
Boulder, Colorado 80304

PROJECT SCALE, SCOPE, AND LOCATION

The Project involves a Needs Assessment for improved animal sheltering facilities for the Lompoc and Goleta locations of Santa Barbara County Animal Services.

SCOPE OF WORK

Provide animal shelter design consultation services as described below:

NEEDS ASSESSMENT AND PROGRAMMING

1. Laser Measure of Buildings – Not included in Animal Arts’ scope

If current, accurate floor plans of the existing buildings are not available, we recommend that the buildings be laser measured prior to the site visit. This fee will be covered by the County.

2. On-Site Facility Review and Workshop. Animal Arts will conduct a two-day, on-site interactive meeting focusing on animal care needs for the renovated facilities.

In preparation for the workshop, Animal Arts will complete a minor data analysis of overall intake and outcome numbers for SBCAS and review any wish lists provided for the improved facilities.

The workshop will include:

- a. A walk-through of both facilities (6-8 hours).
 - i. Photographic documentation of the existing conditions, including HVAC equipment and electrical panels.
 - ii. Equipment measurements.

- iii. Field notes.
- b. Discussions with the teams at both buildings (4 hours).
- c. Discussion with county maintenance team (1 hour).
- d. Workshop with key staff and project stakeholders (4 hours).
 - i. Document priority of improvements.
 - ii. Discuss best practices for animal sheltering.

An on-site visit from two members of the Animal Arts staff is included in this phase of work.

3. Diagramming and Cost Estimating

Following the workshop, Animal Arts will provide the following:

- a. Diagrams of proposed improvements overlaid on the existing floor plans.
 - i. Review with SBCAS and revise. Up to two iterations of the diagrams are included in this phase of the work
- b. Ballpark cost estimates of the diagramed improvements. This service will be provided in conjunction with our cost estimating subconsultant Chope Services. Chope Services has extensive experience with animal care facilities.
 - i. Review estimates with SBCAS and revise as necessary.
- c. Assessment report. Animal Arts will provide a brief report including summaries of the facility assessments and site visit, as well as the final diagrams and ballpark costs.

The Owner should anticipate that these are preliminary consultation diagrams and not architectural drawings for permitting or construction. These preliminary diagrams will need to be further developed into true Schematic Designs, and ultimately into Construction Documents for the purposes of bidding/pricing, "pulling" permits, and constructing the renovations.

FEES

The fee for the total of the services described above is \$25,749. **\$8,583 will be billed to K-9 PALS.**

Fees will be billed monthly based on the percentage of the work completed.

REIMBURSABLE EXPENSES

In addition to the fees outlined above, Animal Arts will bill reimbursable expenses, including airfare, lodging, mileage, meals, reproduction costs, and shipping. Reimbursable expenses are billed at 1.15 times actual cost and will be invoiced monthly as they occur. **The budget for expenses for the work described above is \$4,000, and will be paid by others.**

SPECIFIC SERVICES NOT BEING PROVIDED BY ANIMAL ARTS

The following services are specifically not included as a part of this Agreement:

- Detailed site investigation.
- Services pertaining to clear title investigation.
- Encumbrance and easements.
- Mechanical, plumbing, electrical or structural design and engineering.
- Civil engineering or landscape design.
- Environmental studies and energy analysis.
- Architectural “as-built” drawings, construction drawings, and construction administration.
- Planning submittals.
- Soils analysis, geotechnical engineering, quantity surveys, and detailed cost estimating.
- Environmental assessment pertaining to asbestos, lead paint, mold, or other hazardous materials.
- Materials testing.
- The determining of flood plain or wetlands designation.

The attached **Additional Terms** specify additional conditions of this Agreement.

AUTHORIZATION

If the above-listed services and fees are acceptable to you and you would like to authorize us to proceed, please sign a copy of this signature page and return it to our office. If you have any questions, please call.



Heather E. Lewis, AIA, for
Animal Arts Design Studios, Inc.

Janelle Ward, for
K-9 PALS

Date: March 4, 2026

Date:

March 6, 2026
Additional Terms
K-9 PALS

1. The Owner shall be responsible for coordinating all proposed construction with applicable zoning and planning requirements.
2. Fees will be billed monthly, due and payable within 30 days. Delinquent accounts will be assessed a carrying charge at 1.5 percent per month.
3. The individual executing this Agreement, if acting on behalf of a partnership, corporation, or funding agency, represents that he/she has the authority to do so, and to bind the entity to this Agreement.
4. Revisions to the drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions previously given by the Owner; adjustments in the Owner's program or budget; revisions of codes, laws or regulations; or failure of the Owner to make timely decisions, will be treated as Additional Services. As such, they will be billed hourly as they occur at the rates defined below.

Hourly rates are:

- \$260/hour Principal II
- \$220/hour Principal I
- \$170/hour Project Manager II
- \$135/hour Project Manager I
- \$110/hour Job Captain
- \$ 90/hour Drafting and production

5. This Agreement may be terminated by either party upon seven days written notice. In the event of termination, Animal Arts shall be paid for services performed to the date of termination notice plus reasonable termination expenses.
6. The Owner agree to pay for work performed in accord with the terms of this Agreement without regard to the success of the Project, acquisition of ground or approval of planning/zoning or building departments.
7. This Agreement is valid for a period of 60 days, assuming that we are authorized to start work within that period.
8. The scope of services does not include any services related to mold, lead paint, asbestos or other hazardous or toxic materials.

9. Animal Arts shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. Animal Arts shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Animal Arts makes no warranties, either express or implied, with respect to services provided under this Agreement.
10. Animal Arts and Chope Services shall be deemed the authors and owners of their respective documents, drawings and specifications (i.e. Instruments of Service) and shall retain all common law, statutory and other reserved rights, including copyrights. Animal Arts grants to the Owner a nonexclusive license to the Instruments of Service produced by this office for design, constructing, using, maintaining, altering or adding to this Project solely, provided the Owner substantially performs its obligations under this Agreement. If the Owner uses the drawings produced by this office on another project, and/or without retaining Animal Arts, the Owner agrees to release this office from all claims and causes of action arising from such use. Additionally, the Owner agrees to indemnify and hold harmless Animal Arts and Chope Services from all costs and expenses, including defense, related to claims and causes of action asserted by any third person or entity, to the extent such costs and expenses arise from the Owner's use of the Instruments of Service without retaining Animal Arts.
11. Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made by Animal Arts regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner expending substantial sums of money or destroying otherwise adequate or serviceable portions of the building, the Owner agrees to bear the costs, losses, and expenses, including the cost of Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure, or from any deficiencies or inaccuracies in any information or documentation furnished to Animal Arts by the Owner.
12. In recognition of the relative risks and benefits of the Project to both the Owner and Animal Arts, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of Animal Arts and its subconsultants on the Project for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, so that the total aggregate liability of Animal Arts and its subconsultants shall not exceed Animal Arts' total fee for services rendered on the Project. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract, or warranty.

The Owner agrees to extend any and all liability limitations and indemnifications provided by the Owner to Animal Arts to those individuals and entities Animal Arts retains for performance of the services under this Agreement, including but not limited to Animal Arts' officers and employees and their heirs and assigns, as well as Animal Arts' subconsultants and their officers, employees, heirs and assigns.

13. To the fullest extent permitted by law, neither the Owner nor Animal Arts nor their respective officers, directors, partners, employees, contractors, consultants or sub-contractors shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement.
14. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. Therefore, Animal Arts will use its reasonable professional efforts to interpret applicable ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the project. Animal Arts, however, cannot and does not warrant or guarantee that the Owner's Project will comply with interpretations of ADA requirements and/or requirements of the other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project.
15. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Animal Arts. This office's services under this Agreement are being performed solely for the Owner's benefit, and no other part or entity shall have any claim against this office.

March 4, 2026

Jan Kays
CAPA
PO Box 3351
Lompoc, CA 93438

Dear Jan,

Enclosed is an agreement for CAPA's portion of the services to provide an evaluation and suggest improvements to the Lompoc and Goleta facilities of Santa Barbara County Animal Services.

If you have any questions about this agreement, feel free to call.

We look forward to working with you.

Sincerely,



Heather E. Lewis, AIA, NCARB

Principals:

Heather E. Lewis, AIA, NCARB
Vicki J. Pollard, AIA, NCARB, CVT
Sean M. McMurray, AIA, NCARB
Sarah E. Boman, AIA, NCARB
Kelly A. Rayon, AIA, NCARB

2790 Valmont Road
Boulder, CO 80304

303.444.4413

800.332.4413

www.animalarts.com



March 4, 2026

**AGREEMENT to
Provide Design Services**

for:

Jan Kays
CAPA
PO Box 3351
Lompoc, CA 93438

by:

Animal Arts Design Studios, Inc. (Animal Arts)
2790 Valmont Road
Boulder, Colorado 80304

PROJECT SCALE, SCOPE, AND LOCATION

The Project involves a Needs Assessment for improved animal sheltering facilities for the Lompoc and Goleta locations of Santa Barbara County Animal Services.

SCOPE OF WORK

Provide animal shelter design consultation services as described below:

NEEDS ASSESSMENT AND PROGRAMMING

1. Laser Measure of Buildings – Not included in Animal Arts’ scope

If current, accurate floor plans of the existing buildings are not available, we recommend that the buildings be laser measured prior to the site visit. This fee will be covered by the County.

2. On-Site Facility Review and Workshop. Animal Arts will conduct a two-day, on-site interactive meeting focusing on animal care needs for the renovated facilities.

In preparation for the workshop, Animal Arts will complete a minor data analysis of overall intake and outcome numbers for SBCAS and review any wish lists provided for the improved facilities.

The workshop will include:

- a. A walk-through of both facilities (6-8 hours).
 - i. Photographic documentation of the existing conditions, including HVAC equipment and electrical panels.

- ii. Equipment measurements.
- iii. Field notes.
- b. Discussions with the teams at both buildings (4 hours).
- c. Discussion with county maintenance team (1 hour).
- d. Workshop with key staff and project stakeholders (4 hours).
 - i. Document priority of improvements.
 - ii. Discuss best practices for animal sheltering.

An on-site visit from two members of the Animal Arts staff is included in this phase of work.

3. Diagramming and Cost Estimating

Following the workshop, Animal Arts will provide the following:

- a. Diagrams of proposed improvements overlaid on the existing floor plans.
 - i. Review with SBCAS and revise. Up to two iterations of the diagrams are included in this phase of the work
- b. Ballpark cost estimates of the diagrammed improvements. This service will be provided in conjunction with our cost estimating subconsultant Chope Services. Chope Services has extensive experience with animal care facilities.
 - i. Review estimates with SBCAS and revise as necessary.
- c. Assessment report. Animal Arts will provide a brief report including summaries of the facility assessments and site visit, as well as the final diagrams and ballpark costs.

The Owner should anticipate that these are preliminary consultation diagrams and not architectural drawings for permitting or construction. These preliminary diagrams will need to be further developed into true Schematic Designs, and ultimately into Construction Documents for the purposes of bidding/pricing, "pulling" permits, and constructing the renovations.

FEES

The fee for the total of the services described above is \$25,749. **\$8,583 will be billed to CAPA.**

Fees will be billed monthly based on the percentage of the work completed.

REIMBURSABLE EXPENSES

In addition to the fees outlined above, Animal Arts will bill reimbursable expenses, including airfare, lodging, mileage, meals, reproduction costs, and shipping. Reimbursable expenses are billed at 1.15 times actual cost and will be invoiced monthly as they occur. **The budget for expenses for the work described above is \$4,000, and will be paid by others.**

SPECIFIC SERVICES NOT BEING PROVIDED BY ANIMAL ARTS

The following services are specifically not included as a part of this Agreement:

- Detailed site investigation.
- Services pertaining to clear title investigation.
- Encumbrance and easements.
- Mechanical, plumbing, electrical or structural design and engineering.
- Civil engineering or landscape design.
- Environmental studies and energy analysis.
- Architectural “as-built” drawings, construction drawings, and construction administration.
- Planning submittals.
- Soils analysis, geotechnical engineering, quantity surveys, and detailed cost estimating.
- Environmental assessment pertaining to asbestos, lead paint, mold, or other hazardous materials.
- Materials testing.
- The determining of flood plain or wetlands designation.

The attached **Additional Terms** specify additional conditions of this Agreement.

AUTHORIZATION

If the above-listed services and fees are acceptable to you and you would like to authorize us to proceed, please sign a copy of this signature page and return it to our office. If you have any questions, please call.



Heather E. Lewis, AIA, for
Animal Arts Design Studios, Inc.

Jan Kays, for
CAPA

Date: March 4, 2026

Date:

March 6, 2026
Additional Terms
CAPA

1. The Owner shall be responsible for coordinating all proposed construction with applicable zoning and planning requirements.
2. Fees will be billed monthly, due and payable within 30 days. Delinquent accounts will be assessed a carrying charge at 1.5 percent per month.
3. The individual executing this Agreement, if acting on behalf of a partnership, corporation, or funding agency, represents that he/she has the authority to do so, and to bind the entity to this Agreement.
4. Revisions to the drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions previously given by the Owner; adjustments in the Owner's program or budget; revisions of codes, laws or regulations; or failure of the Owner to make timely decisions, will be treated as Additional Services. As such, they will be billed hourly as they occur at the rates defined below.

Hourly rates are:

- \$260/hour Principal II
- \$220/hour Principal I
- \$170/hour Project Manager II
- \$135/hour Project Manager I
- \$110/hour Job Captain
- \$ 90/hour Drafting and production

5. This Agreement may be terminated by either party upon seven days written notice. In the event of termination, Animal Arts shall be paid for services performed to the date of termination notice plus reasonable termination expenses.
6. The Owner agree to pay for work performed in accord with the terms of this Agreement without regard to the success of the Project, acquisition of ground or approval of planning/zoning or building departments.
7. This Agreement is valid for a period of 60 days, assuming that we are authorized to start work within that period.
8. The scope of services does not include any services related to mold, lead paint, asbestos or other hazardous or toxic materials.

9. Animal Arts shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. Animal Arts shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Animal Arts makes no warranties, either express or implied, with respect to services provided under this Agreement.
10. Animal Arts and Chope Services shall be deemed the authors and owners of their respective documents, drawings and specifications (i.e. Instruments of Service) and shall retain all common law, statutory and other reserved rights, including copyrights. Animal Arts grants to the Owner a nonexclusive license to the Instruments of Service produced by this office for design, constructing, using, maintaining, altering or adding to this Project solely, provided the Owner substantially performs its obligations under this Agreement. If the Owner uses the drawings produced by this office on another project, and/or without retaining Animal Arts, the Owner agrees to release this office from all claims and causes of action arising from such use. Additionally, the Owner agrees to indemnify and hold harmless Animal Arts and Chope Services from all costs and expenses, including defense, related to claims and causes of action asserted by any third person or entity, to the extent such costs and expenses arise from the Owner's use of the Instruments of Service without retaining Animal Arts.
11. Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made by Animal Arts regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner expending substantial sums of money or destroying otherwise adequate or serviceable portions of the building, the Owner agrees to bear the costs, losses, and expenses, including the cost of Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure, or from any deficiencies or inaccuracies in any information or documentation furnished to Animal Arts by the Owner.
12. In recognition of the relative risks and benefits of the Project to both the Owner and Animal Arts, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of Animal Arts and its subconsultants on the Project for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, so that the total aggregate liability of Animal Arts and its subconsultants shall not exceed Animal Arts' total fee for services rendered on the Project. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract, or warranty.

The Owner agrees to extend any and all liability limitations and indemnifications provided by the Owner to Animal Arts to those individuals and entities Animal Arts retains for performance of the services under this Agreement, including but not limited to Animal Arts' officers and employees and their heirs and assigns, as well as Animal Arts' subconsultants and their officers, employees, heirs and assigns.

13. To the fullest extent permitted by law, neither the Owner nor Animal Arts nor their respective officers, directors, partners, employees, contractors, consultants or sub-contractors shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement.
14. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. Therefore, Animal Arts will use its reasonable professional efforts to interpret applicable ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the project. Animal Arts, however, cannot and does not warrant or guarantee that the Owner's Project will comply with interpretations of ADA requirements and/or requirements of the other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project.
15. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Animal Arts. This office's services under this Agreement are being performed solely for the Owner's benefit, and no other part or entity shall have any claim against this office.

March 4, 2026

Linda Greco
Santa Barbara County Animal Care Foundation
548 W Foster Road
Santa Maria, California 93455

Dear Linda,

Enclosed is an agreement for Santa Barbara County Animal Care Foundation's portion of the services to provide an evaluation and suggest improvements to the Lompoc and Goleta facilities of Santa Barbara County Animal Services.

If you have any questions about this agreement, feel free to call.

We look forward to working with you.

Sincerely,



Heather E. Lewis, AIA, NCARB

Principals:

Heather E. Lewis, AIA, NCARB
Vicki J. Pollard, AIA, NCARB, CVT
Sean M. McMurray, AIA, NCARB
Sarah E. Boman, AIA, NCARB
Kelly A. Rayon, AIA, NCARB

2790 Valmont Road
Boulder, CO 80304

303.444.4413

800.332.4413

www.animalarts.com



March 4, 2026

**AGREEMENT to
Provide Design Services**

for:

Santa Barbara County Animal Care Foundation
Santa Barbara County Animal Services (SBCAS)
548 W Foster Road
Santa Maria, California 93455

by:

Animal Arts Design Studios, Inc. (Animal Arts)
2790 Valmont Road
Boulder, Colorado 80304

PROJECT SCALE, SCOPE, AND LOCATION

The Project involves a Needs Assessment for improved animal sheltering facilities for the Lompoc and Goleta locations of Santa Barbara County Animal Services.

SCOPE OF WORK

Provide animal shelter design consultation services as described below:

NEEDS ASSESSMENT AND PROGRAMMING

1. Laser Measure of Buildings – Not included in Animal Arts’ scope

If current, accurate floor plans of the existing buildings are not available, we recommend that the buildings be laser measured prior to the site visit. This fee will be covered by the County.

2. On-Site Facility Review and Workshop. Animal Arts will conduct a two-day, on-site interactive meeting focusing on animal care needs for the renovated facilities.

In preparation for the workshop, Animal Arts will complete a minor data analysis of overall intake and outcome numbers for SBCAS and review any wish lists provided for the improved facilities.

The workshop will include:

- a. A walk-through of both facilities (6-8 hours).
 - i. Photographic documentation of the existing conditions, including HVAC equipment and electrical panels.

- ii. Equipment measurements.
- iii. Field notes.
- b. Discussions with the teams at both buildings (4 hours).
- c. Discussion with county maintenance team (1 hour).
- d. Workshop with key staff and project stakeholders (4 hours).
 - i. Document priority of improvements.
 - ii. Discuss best practices for animal sheltering.

An on-site visit from two members of the Animal Arts staff is included in this phase of work.

3. Diagramming and Cost Estimating

Following the workshop, Animal Arts will provide the following:

- a. Diagrams of proposed improvements overlaid on the existing floor plans.
 - i. Review with SBCAS and revise. Up to two iterations of the diagrams are included in this phase of the work
- b. Ballpark cost estimates of the diagrammed improvements. This service will be provided in conjunction with our cost estimating subconsultant Chope Services. Chope Services has extensive experience with animal care facilities.
 - i. Review estimates with SBCAS and revise as necessary.
- c. Assessment report. Animal Arts will provide a brief report including summaries of the facility assessments and site visit, as well as the final diagrams and ballpark costs.

The Owner should anticipate that these are preliminary consultation diagrams and not architectural drawings for permitting or construction. These preliminary diagrams will need to be further developed into true Schematic Designs, and ultimately into Construction Documents for the purposes of bidding/pricing, "pulling" permits, and constructing the renovations.

FEES

The fee for the total of the services described above is \$25,749. **\$8,583 will be billed to Santa Barbara County Animal Care Foundation.**

Fees will be billed monthly based on the percentage of the work completed.

REIMBURSABLE EXPENSES

In addition to the fees outlined above, Animal Arts will bill reimbursable expenses, including airfare, lodging, mileage, meals, reproduction costs, and shipping. Reimbursable expenses are billed at 1.15 times actual cost and will be invoiced monthly as they occur. **The budget for expenses for the work described above is \$4,000, and will be paid by others.**

SPECIFIC SERVICES NOT BEING PROVIDED BY ANIMAL ARTS

The following services are specifically not included as a part of this Agreement:

- Detailed site investigation.
- Services pertaining to clear title investigation.
- Encumbrance and easements.
- Mechanical, plumbing, electrical or structural design and engineering.
- Civil engineering or landscape design.
- Environmental studies and energy analysis.
- Architectural “as-built” drawings, construction drawings, and construction administration.
- Planning submittals.
- Soils analysis, geotechnical engineering, quantity surveys, and detailed cost estimating.
- Environmental assessment pertaining to asbestos, lead paint, mold, or other hazardous materials.
- Materials testing.
- The determining of flood plain or wetlands designation.

The attached **Additional Terms** specify additional conditions of this Agreement.

AUTHORIZATION

If the above-listed services and fees are acceptable to you and you would like to authorize us to proceed, please sign a copy of this signature page and return it to our office. If you have any questions, please call.



Heather E. Lewis, AIA, for
Animal Arts Design Studios, Inc.

Linda Greco, for
Santa Barbara County Animal Care Foundation

Date: March 4, 2026

Date:

March 6, 2026

Additional Terms

Santa Barbara County Animal Care Foundation

1. The Owner shall be responsible for coordinating all proposed construction with applicable zoning and planning requirements.
2. Fees will be billed monthly, due and payable within 30 days. Delinquent accounts will be assessed a carrying charge at 1.5 percent per month.
3. The individual executing this Agreement, if acting on behalf of a partnership, corporation, or funding agency, represents that he/she has the authority to do so, and to bind the entity to this Agreement.
4. Revisions to the drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions previously given by the Owner; adjustments in the Owner's program or budget; revisions of codes, laws or regulations; or failure of the Owner to make timely decisions, will be treated as Additional Services. As such, they will be billed hourly as they occur at the rates defined below.

Hourly rates are:

- \$260/hour Principal II
- \$220/hour Principal I
- \$170/hour Project Manager II
- \$135/hour Project Manager I
- \$110/hour Job Captain
- \$ 90/hour Drafting and production

5. This Agreement may be terminated by either party upon seven days written notice. In the event of termination, Animal Arts shall be paid for services performed to the date of termination notice plus reasonable termination expenses.
6. The Owner agree to pay for work performed in accord with the terms of this Agreement without regard to the success of the Project, acquisition of ground or approval of planning/zoning or building departments.
7. This Agreement is valid for a period of 60 days, assuming that we are authorized to start work within that period.
8. The scope of services does not include any services related to mold, lead paint, asbestos or other hazardous or toxic materials.

9. Animal Arts shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. Animal Arts shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Animal Arts makes no warranties, either express or implied, with respect to services provided under this Agreement.
10. Animal Arts and Chope Services shall be deemed the authors and owners of their respective documents, drawings and specifications (i.e. Instruments of Service) and shall retain all common law, statutory and other reserved rights, including copyrights. Animal Arts grants to the Owner a nonexclusive license to the Instruments of Service produced by this office for design, constructing, using, maintaining, altering or adding to this Project solely, provided the Owner substantially performs its obligations under this Agreement. If the Owner uses the drawings produced by this office on another project, and/or without retaining Animal Arts, the Owner agrees to release this office from all claims and causes of action arising from such use. Additionally, the Owner agrees to indemnify and hold harmless Animal Arts and Chope Services from all costs and expenses, including defense, related to claims and causes of action asserted by any third person or entity, to the extent such costs and expenses arise from the Owner's use of the Instruments of Service without retaining Animal Arts.
11. Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made by Animal Arts regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner expending substantial sums of money or destroying otherwise adequate or serviceable portions of the building, the Owner agrees to bear the costs, losses, and expenses, including the cost of Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure, or from any deficiencies or inaccuracies in any information or documentation furnished to Animal Arts by the Owner.
12. In recognition of the relative risks and benefits of the Project to both the Owner and Animal Arts, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of Animal Arts and its subconsultants on the Project for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, so that the total aggregate liability of Animal Arts and its subconsultants shall not exceed Animal Arts' total fee for services rendered on the Project. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract, or warranty.

The Owner agrees to extend any and all liability limitations and indemnifications provided by the Owner to Animal Arts to those individuals and entities Animal Arts retains for performance of the services under this Agreement, including but not limited to Animal Arts' officers and employees and their heirs and assigns, as well as Animal Arts' subconsultants and their officers, employees, heirs and assigns.

13. To the fullest extent permitted by law, neither the Owner nor Animal Arts nor their respective officers, directors, partners, employees, contractors, consultants or sub-contractors shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement.
14. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. Therefore, Animal Arts will use its reasonable professional efforts to interpret applicable ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the project. Animal Arts, however, cannot and does not warrant or guarantee that the Owner's Project will comply with interpretations of ADA requirements and/or requirements of the other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project.
15. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Animal Arts. This office's services under this Agreement are being performed solely for the Owner's benefit, and no other part or entity shall have any claim against this office.