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Recording requested by and	County of	:		
when recorded return to:	Santa Barbara	:		
	Kenneth A Pettit	:		
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CLERK OF THE BOARD OF SUPERVISORS	2:58pm 11-Jul-94	:	PUBL	MM 95
105 East Anapamu Street				
Santa Barbara, California 93101				

Presented for recording pursuant to
California Government Code section 6103

MANAGEMENT AND LEASE AGREEMENT

This MANAGEMENT AND LEASE AGREEMENT is made by and between the

COUNTY OF SANTA BARBARA, a political
subdivision of the State of California,
hereinafter referred to as "COUNTY";

and

SANTA BARBARA COUNTY BOWL FOUNDATION, a
California NonProfit Public Benefit
Corporation hereinafter referred to as
"FOUNDATION"

with reference to the following:

WHEREAS, the COUNTY is the owner of that certain real property
located in the City of Santa Barbara, County of Santa Barbara,
commonly known and referred to as the Santa Barbara County Bowl
(County Assessor's Parcel No. 29-202-01 and 29-110-23), together
with the outdoor amphitheater, buildings and improvements situated
thereon; and

WHEREAS, the COUNTY is desirous of encouraging educational,
cultural, amusement, and recreational opportunities for the general
benefit of the public; and

WHEREAS, pursuant to California Government Code Section 25536
the COUNTY may lease County owned property for amusement or
recreational purposes; and

WHEREAS, the COUNTY desires to provide for the development of

art, elocution, public speaking, music, dancing, drama and theatrics for amusement or recreational purposes, as well as for the management, maintenance and improvement of the County Bowl facility including, without limitation, the capital improvements set forth in the Master Plan; and

WHEREAS, it is in the best interest of the public that the real property and improvements situated thereon of said COUNTY be leased to the FOUNDATION;

NOW, THEREFORE, in consideration of the premises, and the mutual promises, covenants and conditions herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, COUNTY and FOUNDATION agree as follows:

1. DEFINITIONS: The following words and phases are defined and shall be construed as hereinafter set forth:

AGREEMENT: This Management and Lease Agreement document consisting of the terms and conditions set forth herein and the exhibits attached hereto and made a part hereof, as it may be amended from time to time as provided herein.

ANCHOR TENANT: The person, persons or entity selected by the FOUNDATION to stage revenue generating performances to provide funds for the operation, maintenance, and improvements at the Premises.

BOWL: The Santa Barbara County Bowl facility, a multipurpose outdoor amphitheater used for community programs, stage events, musical performances and other performing art events with an existing maximum capacity of 5,000 seats.

CONTRACTOR: Any person licensed in accordance with the laws of the State of California to perform work in the construction trades, who undertakes or performs work himself or by or through others, to construct, alter, repair, add to, improve or demolish any buildings, structures or other improvements at the Premises.

COUNTY: County of Santa Barbara, a political subdivision of the State of California

PARK DEPARTMENT: The Santa Barbara County Park Department.

FOUNDATION: Santa Barbara County Bowl Foundation, Inc., a California non-profit public benefit corporation.

MASTER PLAN: The Santa Barbara County Bowl Master Plan approved by the COUNTY on October 27, 1993, as it presently exists or as it may be amended from time to time.

PERFORMANCES: Any type of entertainment including, but not limited to, the following: opera or operetta, dance, symphonic, classical and popular musical presentations, other live musical productions; stage plays, cultural exchange presentations, and live comedy.

PREMISES: The premises granted, consisting generally of the real property, buildings, structures and improvements which are located at 1122 N. Milpas Street, Santa Barbara, California, and more particularly described in Section 3 hereof.

2. ADMINISTRATION AND ENFORCEMENT:

The Park Department, or such other COUNTY agency as may be designated in writing from time to time pursuant to Section 29 hereof, shall be the priority contact with the FOUNDATION and is the reviewing agency which will make periodic visits to the Premises for inspection and/or other matters as necessary.

The FOUNDATION shall employ a FOUNDATION manager skilled in the operation of a business similar to the Bowl. The FOUNDATION manager is the person with whom the COUNTY may deal on a regular basis regarding the operation and management of the Bowl. FOUNDATION shall at all times provide a Manager for the Bowl.

3. DESCRIPTION OF PREMISES: The COUNTY hereby leases to the FOUNDATION and the FOUNDATION hereby leases and accepts from COUNTY that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference, together with all the buildings and improvements now situated or hereafter constructed thereon for the term and subject to the conditions hereinafter set forth. Said property shall hereinafter be referred to as the "Premises".

4. USE: The COUNTY leases said Premises to the FOUNDATION for the purposes of a public outdoor amphitheater pursuant to California Government Code Section 25536.

The FOUNDATION shall operate said Premises as a public outdoor amphitheater, all as set forth in the Articles of Incorporation of the FOUNDATION, filed in the office of the Secretary of the State of California, on March 24, 1981, and the Bylaws of the FOUNDATION. Said Bylaws and Articles of Incorporation are attached hereto as Exhibit "B" and are incorporated by this reference as though fully set forth.

FOUNDATION hereby accepts and shall abide by and comply with COUNTY's Santa Barbara County Bowl Mission Statement as it may affect all policies, operations, and capital improvements. The Mission Statement is as follows:

"It shall be the mission of FOUNDATION to develop, manage, and preserve the County Bowl as a valuable community asset, with objectives to insure that the FOUNDATION operates the County Bowl:

- A. As a multipurpose facility maximizing access for community programs, stage events, musical performances and other performing art events.
- B. In a manner that enhances the cultural life of our citizens, contributes to Santa Barbara's unique quality of life, and presents programs which reflect the multicultural nature of our residents.
- C. By providing consistent long term professional management.
- D. By development of management and capital improvement financial plans whose goal is self sufficiency."

FOUNDATION shall not use or commit said Premises or any portion thereof to be improved, developed, used or occupied, in any manner or for any purpose that is in any way in violation of the Mission Statement, its Articles of Incorporation, its By-Laws or any valid law, ordinance or regulation of any Federal, State, County or Municipal governmental agency, body or entity.

5. TERM: The term of this Agreement shall be for a period of forty-five (45) years, more or less, commencing on the date executed by COUNTY, and terminating January 1, 2039, unless sooner terminated as herein provided.

6. OPERATIONAL RELATIONSHIP: FOUNDATION shall provide a service to the COUNTY in operating and managing the Premises including but not limited to: promoting the facility, sponsoring community access events, and improving the Premises on behalf of

the COUNTY and its citizens. As a condition of this Agreement, FOUNDATION shall enter and continuously maintain a contract with an Anchor Tenant to stage popular performances at the Bowl, unless other arrangements are approved in advance in writing by County. Subject to the provisions of this Agreement, FOUNDATION shall have the right to determine the terms and conditions of the contract with the Anchor Tenant, including but not limited to the terms for contract termination and the scheduling of all events. FOUNDATION shall be subject to COUNTY'S agreement with MCA Concerts, Inc. during the pendency of that agreement.

7. OPERATIONAL RESPONSIBILITIES:

A. OPERATION AND MANAGEMENT OF BOWL: FOUNDATION shall be granted the exclusive right to stage or cause to be staged Performances at the Bowl.

1. Subject to the terms of this agreement, FOUNDATION reserves to itself and the Anchor Tenant the right to utilize the Bowl anytime during the year.

2. FOUNDATION shall not interfere with the public's enjoyment and use of the Premises or surrounding public property for the purposes for which they were intended.

3. FOUNDATION shall not conduct, allow or operate any business on the Premises not specified in the terms set forth herein. FOUNDATION shall not use the Premises for any purpose which is not set forth in the provisions of this Agreement.

4. FOUNDATION shall cause to be employed security

guards in sufficient numbers to assure that the outside perimeter of the Premises is secure during Performances and shall cause to be employed and pay for ushers and security guards in sufficient numbers to assure the safety and well being of patrons within the Premises during all events staged by Anchor Tenant.

5. FOUNDATION shall at all times conduct its business in a quiet and orderly manner to the satisfaction of the COUNTY. FOUNDATION shall use its best efforts to prohibit intoxication, profane or indecent language or behavior, or boisterous or loud conduct in or about the Premises and if conditions warrant, shall call upon the aid of peace officers to assist in maintaining peaceful conditions. FOUNDATION shall coordinate safety services, including but not limited to ambulance life support equipment and staff, and the Santa Barbara City Police Department to protect the patrons using the Premises during Performances.

6. Subject to audit by COUNTY, FOUNDATION shall have all rights and obligations over the control of the creation and accountability of tickets printed, sold and collected from all Performances at the Bowl.

7. FOUNDATION shall provide a "Settlement Statement" for each Performance following the Performance. COUNTY shall provide a form for this purpose, and the completed form shall include a Statement of the Gross Receipts by source of sales, and such other information as the COUNTY may require, including cash register tape of sales.

B. PERFORMANCES: FOUNDATION shall use its best efforts to stage or cause to be staged a maximum of twenty-five (25) Performances during the season by the Anchor Tenant, and a maximum of twelve (12) Performances during the season by the FOUNDATION.

C. MAINTENANCE AND REPAIRS: FOUNDATION shall provide maintenance and repairs to the Premises in accordance with the provisions herein and in particular those of Section 11 below.

D. IMPROVEMENTS: FOUNDATION shall improve the Premises in accordance with the provisions contained herein and of the Master Plan attached hereto as Exhibit C and incorporated herein by reference.

E. ASSUMPTIONS OF CURRENT OBLIGATIONS: FOUNDATION acknowledges that COUNTY has entered into a number of contracts, leases and agreements regarding all or a portion of the Premises which contracts, leases and agreements are still in effect and FOUNDATION is willing to assume COUNTY'S obligations contained therein.

Therefore, COUNTY does hereby assign to FOUNDATION and FOUNDATION does hereby accept and take from COUNTY all the rights and duties under such contracts, leases and agreements which COUNTY has heretofore entered in to with regard to the Premises and which remain in effect at the time of COUNTY'S execution of this Agreement. COUNTY shall provide FOUNDATION with a copy of any or all of these contracts, leases and agreements within ninety (90) days of the execution of this Agreement by COUNTY, provided

however, that COUNTY's failure to provide such copies shall not relieve FOUNDATION of its obligations under this section.

Nothing herein is intended to limit FOUNDATION's right or ability to secure contracts, leases or agreements with other competent and qualified persons or entities as herein described upon the natural termination of the existing contracts, leases and agreements in effect at the time of COUNTY's execution of this Agreement.

8. RENT: As consideration for the granting of this Agreement, the FOUNDATION shall be responsible for maintaining, repairing, improving and operating said Premises, at its own expense, including the material, labor and all costs associated with the improvements set forth in the Master Plan.

As further consideration, the FOUNDATION shall fully implement, at its own expense, the Master Plan, achieving all objectives thereof, including but not limited to the construction of capital improvements as specified therein.

It is understood by the parties that the estimated cost for remodeling the buildings on the Premises in accordance with the Master Plan is approximately Twelve Million Four Hundred Forty-Four Thousand Dollars (\$12,444,000), as estimated in 1992.

9. CERTIFICATES OF PARTICIPATION-MASTER LEASE POOL PAYMENTS:

FOUNDATION shall reimburse to COUNTY the proportional costs for COUNTY's lease payments on the portion of 1991 Certificates of Participation known as the Master Lease Pool. FOUNDATION shall be

responsible for the lease payments for the period from August 1994 through February 1996 as shown on Exhibit "D", attached hereto and made a part hereof. The actual Master Lease Pool payments may vary depending on period earning adjustments. The FOUNDATION will be billed by the Park Department semiannually based on the actual payment expense. FOUNDATION shall reimburse the COUNTY within thirty days of billing by the Park Department.

10. EQUIPMENT, TITLE AND WARRANTIES: Title to the Premises and all buildings and improvements now located or hereafter constructed thereon is and shall be vested in COUNTY at all times.

COUNTY shall furnish the equipment and furniture which is presently located on the Premises to FOUNDATION for use on the Premises during the term of this agreement. Title, possession and all associated rights to such personal property shall pass to FOUNDATION upon execution of this agreement by both parties. Upon termination of this agreement, title, possession and all associated rights to such personal property, or property subsequently obtained by FOUNDATION as a replacement or addition to said furniture or equipment, shall pass to COUNTY for continued use at the Bowl. The personal property referred to in this section includes, without limitation, chairs, desks, lamps, refrigerators, tables, phones, fax machines, computers, miscellaneous cables and cords, and any other personal property acquired by FOUNDATION during the term of this Agreement.

The FOUNDATION hereby takes and accepts the Premises in their

present condition and the COUNTY shall have no responsibility to remove any existing equipment, structures, installation, utility or pipelines, or repair any condition existing on the Premises except as provided in Section 41(D) herein.

A. FOUNDATION shall furnish all equipment required to sponsor or stage an event; COUNTY shall not be obliged to furnish any such equipment during the term of this lease. Said equipment includes, but is not limited to, theater lights, super troopers, legs, borders, cyclorama, lighting trees for stage lighting, lamps for the outdoor light trees, and sound system. It is understood that this list is not a complete inventory of what the FOUNDATION may be required to furnish, but constitutes, without limitation, examples of what the FOUNDATION shall provide through lease or otherwise.

FOUNDATION shall provide personnel and equipment necessary to protect the Premises from theft, burglary, or vandalism.

B. Should FOUNDATION wish to dispose of equipment and/or personal property transferred by COUNTY to FOUNDATION pursuant to this section, FOUNDATION shall first offer such equipment/property to COUNTY. If COUNTY wishes to have such property/equipment returned, then FOUNDATION shall transfer the same to COUNTY without payment.

11. MAINTENANCE AND REPAIRS: FOUNDATION shall have sole responsibility for scheduling and providing ground and building

maintenance and repair services on the Premises. Said maintenance and repair shall be performed as necessary to keep said grounds and building(s) clean, neat, sanitary and safe.

It is mutually understood that all maintenance and repair work is the sole responsibility of the FOUNDATION and such work will be done in a competent and workmanlike manner.

12. ALTERATIONS AND CONSTRUCTION: During the term of this Agreement no improvements, structural additions, changes or exterior alterations, repairs or restoration, including work pursuant to the Master Plan, shall be made to any building or structure located on the Premises without the prior written approval of the COUNTY.

FOUNDATION shall cause all improvements to be developed consistent with the Master Plan, including any subsequent amendments thereto. COUNTY shall have sole authority to amend the Master Plan.

Any exterior construction or interior alteration project in, on, or about the Premises which exceeds Twenty Five Thousand Dollars (\$25,000) shall be presented to COUNTY in written form with proposed plans and specifications prior to any construction or alterations. COUNTY shall issue a written approval or disapproval of any plans and specifications submitted pursuant to this section. No construction or alteration which has been disapproved by COUNTY shall be performed, except where COUNTY issues a subsequent written approval of such work.

Any COUNTY approval shall be deemed conditioned upon FOUNDATION acquiring all necessary permits to proceed from governmental agencies at its sole expense, furnishing a copy thereof to the Park Department prior to the commencement of the work, and compliance by FOUNDATION with all conditions of said permit in a prompt and expeditious manner. Any and all permits or clearances required shall be made only on the merits of the application thereof, and nothing in this Agreement shall be construed to require that COUNTY, or any other government agency, grant such permits or clearances. FOUNDATION shall give the Park Department, or designee, not less than ten (10) days written notice prior to the commencement of any work in, on or about the Premises, and the Park Department shall have the right to post Notices of Nonresponsibility in or on the Premises as provided by law.

Any construction or alterations by FOUNDATION pursuant to this Agreement shall keep the leasehold and improvements free and clear of liens for labor and materials expended by or for FOUNDATION or on its behalf, except as provided in Section 42 below, and FOUNDATION shall hold COUNTY harmless and defend COUNTY with respect to any construction or alterations. Non-compliance with this section shall constitute a material breach hereof.

When improvements are constructed by FOUNDATION, under the provisions of this Agreement, FOUNDATION shall inform COUNTY of the date of completion of said improvements at the time of completion.

A. The FOUNDATION hereby agrees that, in entering into a contract for construction and remodeling of any new improvements in excess of Twenty Five Thousand Dollars (\$25,000), such contract must contain the following requirements:

1. PREVAILING WAGE: The Contractor shall comply with Labor Code Section 1774 and 1775, if applicable to the work. The Director of Industrial Relations may from time to time issue updated wage determinations for certain crafts that supersede previous determinations. These periodically updated prevailing wage rates are incorporated by this reference and shall apply to the contract between FOUNDATION and any Contractor. These revisions to the general prevailing wage rates are available at the Department of Industrial Relations, Division of Labor Statistics and Research, 455 Golden Gate Avenue, 5th Floor, Room 5184, San Francisco, California 94102, or such other location as may subsequently be designated. The FOUNDATION may seek and shall comply with a determination of the Director of Industrial Relations as to the applicability of prevailing wage laws as to any project undertaken by FOUNDATION.

2. PERFORMANCE, PAYMENT, AND WARRANTY BONDS:

a. For contracts in excess of Twenty Five Thousand Dollars (\$25,000), the Contractor shall deliver to the FOUNDATION, on forms substantially similar to those attached hereto as Exhibits "E" and "F", and approved by COUNTY, an executed Standard Performance Bond and Standard Labor and Material Payment Bond and

a minimum of one (1) year Maintenance (Warranty) Bond, all with a California admitted surety insurer and each payable in an amount equal to one hundred (100%) percent of the contract amount as guarantee for the faithful performance of the Contractor, the payment of all persons who have, and fulfill, contracts which are directly with the Contractor, and the warranty of the work. The sureties of all bonds shall be such surety company or companies as are approved by COUNTY. No contract shall be in effect, and no work shall be performed thereunder, until all bonds have been approved by COUNTY.

b. The insurance and surety companies providing or underwriting such bonding shall be duly admitted and registered by the California Department of Insurance and shall be acceptable to FOUNDATION and COUNTY.

c. The performance bond required by the contract shall remain in full force and effect during the warranty periods required by the contract so as to give FOUNDATION and COUNTY recourse on the bond if the Contractor fails to remedy defects during the warranty period.

d. The Contractor's Payment and Performance Bond shall name the FOUNDATION and COUNTY as obligees.

e. Any contract for construction or alteration of the Premises shall include provisions for warranty of the labor and materials provided thereunder. Said provisions shall be identical to those attached hereto as Exhibit "G" unless other provisions are

approved in writing by the Park Department.

B. The FOUNDATION shall obtain at its sole expense any and all necessary permits and agency approvals required by law, including but not limited to building permits, environmental clearance, and design review by County Board of Architectural Review (BAR). Any and all permits or clearances required shall be made only on the merits of the application thereof, and nothing in this Agreement shall be construed to require the COUNTY, or any other government agency, to grant such permits or clearances.

C. The FOUNDATION shall be responsible for the cost of any improvements in the adjacent streets, sidewalks, curbs, or driveways which the City of Santa Barbara or any other public agency may require, including any assessments therefor.

13. UTILITIES AND SERVICES: FOUNDATION shall make all arrangements for and pay for utilities and services furnished to or used by it on the Premises, including but not limited to, water, electrical, sewer, trash collection and natural gas, and for any required connection charges for said utilities. FOUNDATION shall pay on demand by any public utility or service company the total cost of said utilities or service.

FOUNDATION shall pay for any and all new utilities or services used and/or installed on the Premises. Installation costs shall include not only the costs of installing utilities or services on the Premises, but also the cost of bringing such utilities or services to the Premises. If FOUNDATION is constructing or

remodeling improvements and additional utility or service is required as a result of FOUNDATION'S changes or increased utility or service requirements, including without limitation electrical wiring, plumbing, conduits or mains, FOUNDATION shall pay on demand from any public utility or service company the total costs of said utility and/or service. FOUNDATION shall hold COUNTY harmless from any costs described in this section.

14. INDEMNIFICATION: FOUNDATION shall defend, indemnify and hold harmless the COUNTY, its officers, agents and employees, from any and all claims, demands, actions, costs, expenses (including attorney's fees), judgments, or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on the part of the FOUNDATION and/or FOUNDATION'S agents, officers, employees, and independent contractors.

15. INSURANCE: FOUNDATION shall procure the following insurance coverages at its sole cost and expense. Certificate(s) of Insurance shall be furnished to the COUNTY prior to FOUNDATION'S occupancy. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than B+:VIII, and (2) are admitted by the California Department of Insurance to do business in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverages, in the minimum limits as specified below, shall be maintained during the term of the Agreement. Failure to comply with the insurance requirements

shall place FOUNDATION in default. Upon request by the Park Department, FOUNDATION shall provide certified copies of any insurance policies to the Park Department within ten (10) working days from the date of the request. The COUNTY may periodically review and amend the minimum limits for the required insurance coverages. In the event of a change in the minimum limits, the COUNTY shall inform FOUNDATION of such change by giving written notice to FOUNDATION no less than sixty (60) days prior to the effective date of such change.

A. WORKERS' COMPENSATION INSURANCE: Statutory Workers' Compensation and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000) shall cover all FOUNDATION's staff while performing any work incidental to the performance of the Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by COUNTY.

B. GENERAL AND AUTOMOBILE LIABILITY INSURANCE: The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of FOUNDATION, shall include contractual liability for the Agreement between the COUNTY and FOUNDATION, shall include products/completed operations liability coverage if FOUNDATION sells merchandise, food and beverage and shall include liquor liability coverage if FOUNDATION sells alcoholic beverages. The automobile liability

insurance shall cover all owned, non-owned and hired motor vehicles which are operated on behalf of FOUNDATION pursuant to FOUNDATION's activities hereunder. COUNTY, its officers, employees, and agents shall be named as "Additional Insureds" on any policy. The limit of liability of said general liability insurance policy or policies shall not be less than Two Million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage. Personal injury coverage should also be in the amount of Two Million Dollars (\$2,000,000) per person aggregate. The limit of liability of said policy or policies for automobile liability insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. Said policy or policies shall contain a provision that such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

C. DIRECTORS AND OFFICERS LIABILITY INSURANCE: The directors and officers liability insurance shall include protection against any claim arising out of any actual or alleged error or

misstatement or act of omission or neglect or breach of duty by the directors and officers of the FOUNDATION in the discharge of their duties with the FOUNDATION individually or collectively, or any matter claimed against them solely by reasons of their being or having been directors and officers of the FOUNDATION.

16. PROPERTY INSURANCE: FOUNDATION agrees to reimburse to COUNTY the proportional costs for COUNTY to provide all risk property coverage on any and all buildings subject to this Agreement. In the event of any loss to any buildings subject to the Agreement caused by any occurrence that is covered by such all risk property insurance, then COUNTY shall be responsible for any payment of any deductible. FOUNDATION agrees that the above described all risk property coverage shall not cover the personal property of FOUNDATION, nor is there any intention that said coverage insure such interest.

FOUNDATION shall reimburse the COUNTY for amount of said property insurance premium within thirty days of billing by the Park Department.

FOUNDATION's obligation to reimburse COUNTY for the entire cost and expense of carrying the necessary property insurance for the Premises shall terminate after FOUNDATION completes all of the following:

A. FOUNDATION obtaining the equivalent all risk property insurance from a separate insurance company or companies, with all policies of insurance being written by companies approved

in writing by the COUNTY, and all policies naming COUNTY, its officers, employees and agents as additional insured parties.

B. FOUNDATION submitting to the Park Department, satisfactory evidence of compliance with said required all risk property insurance in the form of a Certificate of Insurance naming the COUNTY as Additional Insureds.

C. FOUNDATION providing for an agreement under which the insurance company or companies supplying such all risk property insurance notify COUNTY in writing at least thirty (30) days prior to cancellation of all or any part of such policy.

D. FOUNDATION's obligation shall not terminate until all policies have been approved in writing by COUNTY.

All property insurance carried by either party shall include provisions denying to the insurer acquisition by subrogation of rights of recovery against the other party to the extent the rights have been waived by the insured prior to occurrence of loss or injury.

17. AGENTS' INSURANCE: FOUNDATION shall require all agents, contractors, permittees, and licensees performing any activities or duties on said Premises, to carry such general liability insurance as is customary among prudent operators of similar businesses under comparable circumstances.

18. SUBLEASES, LICENSES, AGREEMENTS: Notwithstanding any other provisions of this Agreement, FOUNDATION may issue and shall control, regulate, and administer all licenses, subleases, rental

agreements and concession agreements on the Premises or any part thereof for the use of the Premises for performances, meetings, films, lectures, classes, musical events, theater, and other such ordinary uses associated with the Premises, without the prior written consent of COUNTY. This waiver of consent shall not relieve FOUNDATION of its duties as manager and lessee under this Agreement. FOUNDATION shall require all sublessees, licenses, and concessionaires ("subleases") including the Anchor Tenant, to maintain the following insurance coverages, and to satisfy other requirements, as set forth below:

A. INSURANCE: Sublessee shall procure the following insurance coverage at its sole cost and expense for the uses or occupancy of the Premises. Certificates of Insurance shall be maintained by the FOUNDATION and made available to COUNTY upon request. All insurance coverage are to be placed with insurers which (1) have a Best's rating of no less than B+:VIII, and (2) are admitted insurance companies in the State of California. All other insurers require prior approval from the COUNTY. Such insurance coverage, in the minimum limits as specified below, shall be maintained during the term of the sublease. Sublessees failure to comply with the insurance requirements shall place FOUNDATION in default. Upon request by FOUNDATION, Sublessees shall provide certified copies of any insurance policies to FOUNDATION within ten (10) working days.

1. Workers' Compensation Insurance. Statutory Workers' Compensation and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000) shall cover all Sublessees' employees or agents while performing any work incidental to the performance of the sublease. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by FOUNDATION.

2. General and Automobile Liability Insurance. The general liability insurance shall include personal injury liability coverage, shall afford coverage for all Premises and operations of sublessee, shall include contractual liability for the Agreement between the Sublessee and FOUNDATION, shall include products/completed operations liability coverage if Sublessee sells merchandise, food and beverage, and shall include liquor liability coverage if alcoholic beverages are sold. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles which are operated on behalf of Sublessee pursuant to Sublessee's activities hereunder. COUNTY, its officers, employees, and agents and FOUNDATION, its directors, officers, employees, and agents, shall be named as "Additional Insureds". The limit of liability of said policy or policies shall not be less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. Personal injury coverage should also be in the amount of One Million Dollars (\$1,000,000) per person

aggregate. Said policy or policies shall contain a provision that such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

B. INDEMNIFICATION: Sublessee shall defend, indemnify and hold harmless, the COUNTY, its officers, agents, and employees; and FOUNDATION, its directors, officers, agents, and employees, from any and all claims, demands, damages, cost, expenses (including attorneys' fees), judgments or liabilities arising out of the sublease or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of Sublessee or his agents or employees or other independent contractors responsible to him; except those claims, actions, demands, costs, expenses (including attorneys' fees), judgments or liabilities resulting solely from the negligence or willful misconduct of FOUNDATION.

The COUNTY may periodically review its policies and practices for subleasing of real property. In the event of a change in subleasing requirements, the COUNTY shall inform FOUNDATION of such change and FOUNDATION shall comply with the change upon the written notice to FOUNDATION. FOUNDATION shall implement such change on

any and all subsequent agreements with sublessees.

19. REVENUES: The COUNTY shall transfer any and all funds in the County Bowl Capital Improvement Trust Fund and all other Funds reserved for the Bowl operation to the FOUNDATION within thirty (30) days after execution of this Agreement, except for the amount of current unpaid expenditure obligations incurred by the COUNTY on behalf of the Bowl. The FOUNDATION shall spend such funds only on improvement, maintenance and operation of the Premises and other expenses reasonably associated with FOUNDATION operations and activities.

Any and all revenue generated by FOUNDATION from the Premises, including, but not limited to, ticket sales, membership, donations, gifts, benefits, and subleases shall be retained by FOUNDATION and utilized solely for the purposes set forth herein. FOUNDATION agrees that any and all revenues received by FOUNDATION shall be spent only on improvement, maintenance and operation of the Premises and other expenses reasonably associated with Bowl operations and activities. No member of the FOUNDATION Board of Directors shall receive any financial or material benefit whatsoever from the use of such funds.

20. RECORDS, ACCOUNTS AND AUDITS: FOUNDATION shall keep and maintain good and sufficient books and records according to Generally Accepted Accounting Principles which shall include: receipts, charges, credits, disbursements and any and all other transactions in connection therewith including Federal, State and

local tax returns; records of daily bank deposits of the entire receipts from transactions at or from the operation of the FOUNDATION; sales slips; daily dated cash register tapes; sales books; duplicated bank deposit slips; bank statements. Such books and records shall be separate from other business interests not a part of this Agreement. Such books and records shall be kept on or within 50 miles of the Premises and shall be available for the inspection and audit by officers, employees and agents of the COUNTY at all reasonable times. Such records shall be maintained by FOUNDATION for a period of four (4) years from the date of production, except that contracts shall be maintained for four (4) years from the date of their termination. Failure to observe the provisions of this Section 20 shall be material breach and COUNTY may, at its option, terminate this Agreement on such basis.

At its option, COUNTY may require FOUNDATION to make and complete an annual audit of receipts of FOUNDATION'S entire business affairs and records relating to the FOUNDATION'S operation under this Agreement, prepared and signed by a certified public accountant, or licensed public accountant who has prepared such audit in accordance with standards established and published by the American Institute of Certified Public Accountants and any amendments or additions thereto or successors thereof. If such an audit is required, FOUNDATION shall provide and deliver to the County Auditor/Controller and the Park Department, a copy of the annual audit upon its completion.

Such audit shall be signed by such certified public accountant or licensed public accountant and set out in language therein to the effect that they have examined said financial records pertaining to receipts from operations as the same are defined in this Agreement, and their examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of said financial records and such other auditing procedures considered necessary under the circumstances and that in carrying out those procedures, whether anything came to their attention which caused them to believe that the said gross receipts reported to COUNTY are not as stated and such audit shall contain an opinion as to whether the reports examined fairly present the income described in the Agreement for the period being examined in conformity with described accounting principles applied on a consistent basis.

Such certified public accountant or licensed public accountant shall be entirely independent of FOUNDATION and FOUNDATION's Board of Directors, sublessees, licensees, contractors and other entities doing business under this Agreement and shall not be an employee, directly or indirectly, and shall have no financial interest whatsoever in the business of FOUNDATION, FOUNDATION's sublessees, contractors or other entities doing business under this Agreement. In the event that FOUNDATION fails to provide such audit, the Park Department may employ a certified public accountant or licensed public accountant to conduct such audit, and FOUNDATION in such

case shall be liable for the costs and expenses of such audit. Failure to provide the necessary information for the COUNTY's certified public accountant to conduct the required audit within ten (10) days shall be deemed to be a material breach of this Agreement.

21. MERCHANDISE, FOOD AND BEVERAGES: FOUNDATION or FOUNDATION's concessionaires or Anchor Tenant shall have the right to offer for sale to the public an appropriate selection of merchandise, food and beverages.

- A. ALCOHOLIC BEVERAGE SALE: FOUNDATION or FOUNDATION'S concessionaire may sell alcoholic beverages for Performances at the Bowl. The license for the sale of alcoholic beverages shall be paid for by the FOUNDATION or FOUNDATION's concessionaire. The location and sale of alcoholic beverages must comply with the rules and regulations of the Alcoholic Beverage Control Board and shall have prior review by the Santa Barbara City Police Department.
- B. VENDING MACHINES: FOUNDATION shall have the right to install or contract to install vending machines on the Premises.
- C. MERCHANDISE: The FOUNDATION, Anchor Tenant or its contracted performers may sell customized merchandise identified with the FOUNDATION or the Performance.
- D. PRICING OF MERCHANDISE, FOOD and BEVERAGE: The prices to

be charged for merchandise, food and beverage shall be uniform at all times and shall be comparable to prices charged in similar establishments in Southern California.

- E. FOOD QUALITY, APPLICABLE LAW: All foods, drinks, beverages, confectionery and other products intended for human consumption, and permitted to be sold, or kept for sale by the FOUNDATION or FOUNDATION'S concessionaire upon the Premises, shall be of a high quality and shall be kept and sold in accordance with all Federal, State and County food and beverage laws, ordinances and regulations.

22. OBLIGATIONS OF FOUNDATION:

A. FOUNDATION BOARD OF DIRECTORS/ARTICLES OF INCORPORATION:

Should the FOUNDATION amend its Bylaws or Articles of Incorporation set forth in Exhibit "B" without COUNTY approval, FOUNDATION shall be in material breach of this Agreement. The FOUNDATION shall at all times during the term of this Agreement remain a tax exempt non-profit Public Benefit Corporation under the laws of the State of California for charitable purposes.

The Bylaws of the FOUNDATION shall provide for the appointment of the FOUNDATION'S Board of Directors. The Director of the Park Department shall serve as a non-voting ex-officio member of the Board of Directors. The First District Supervisor, with the concurrence of the Board of Supervisors, shall appoint one voting member of the Board of Directors.

B. PUBLIC MEETINGS:

The FOUNDATION'S Board of Directors shall hold not less than two (2) public meetings annually concerning the current plans, development, policies and capital improvement programs of the Premises. At least two (2) weeks prior to the meeting date, notice of said meetings shall be published in a newspaper of general circulation in the County of Santa Barbara and shall be given in writing to the COUNTY.

C. ANNUAL REPORT:

On or before February 15 of each calendar year, beginning February 15, 1995, FOUNDATION shall submit to the Park Department and the Board of Supervisors, through the First District Supervisor, an annual report containing the following information. Either the First District Supervisor or the Park Department shall place the report on the Board of Supervisor's Agenda.

1. A list of the current Board of Directors and officers of the Foundation;
2. Financial results of operations including gross and net receipts and fundraising progress;
3. Subleases granted hereunder;
4. A report on the condition of the County Bowl facility including planned and completed capital improvements and progress made toward meeting the goals set forth in the Master Plan;
5. A review of the schedule of events for the past

year, including the number of events and the revenues thereby generated;

6. A summary of issues raised at Public Hearings conducted by Foundation pursuant hereto, and the resolution of said issues;

D. MASTER PLAN IMPLEMENTATION SCHEDULE:

As a component of the first Annual Report, FOUNDATION shall submit a schedule for the implementation of the Master Plan for improvement of the Premises ("Master Plan Implementation Schedule" or "Schedule"). The Schedule shall set out FOUNDATION's plan to implement the Master Plan in clear, specific, and time-limited detail and shall include the following: a start date for construction of the first phase, a time table for the implementation of all phases, a plan for financing each phase (including an assessment of FOUNDATION's ability to raise funds for each phase) and all other pertinent information relevant to such implementation.

Should FOUNDATION fail to submit the Schedule to COUNTY by February 15, 1995, and fail to cure such omission within thirty (30) days from written notice by COUNTY, then COUNTY shall have the right to terminate this Agreement with no further liability to FOUNDATION.

COUNTY shall have ninety (90) days from the day of receipt to accept the plan set out in the Schedule. Should COUNTY fail to accept the Schedule, COUNTY shall inform FOUNDATION of the reasons

for such nonacceptance and FOUNDATION shall have sixty (60) days to remedy the problem and submit an amended Schedule. If COUNTY fails to accept both the Schedule and the amended Schedule, COUNTY may terminate this Agreement without further liability to FOUNDATION.

E. COUNTY APPROVAL OF ANNUAL REPORTS

Beginning in 1996, COUNTY shall review the components of the Annual Reports and shall notify FOUNDATION in writing within sixty (60) days of any deficiencies noted in form, content or in the amount of progress according to the Schedule, the Master Plan and this Agreement. In the event material deficiencies are not corrected within Twelve (12) months of the date of notice, COUNTY may terminate this agreement by written notice, which shall be effective immediately upon receipt by FOUNDATION, notwithstanding any other provision hereof.

23. ASSIGNMENT, JOINT VENTURE OR BANKRUPTCY: COUNTY's intent in entering into this Agreement is to obtain the services of FOUNDATION and not of any other person or entity in the operation, management and improvement of the Premises such that FOUNDATION's services, as herein specified, form a portion of the consideration for this Agreement. The parties therefore agree that as to the operation, management and improvement of the Premises, this Agreement shall operate as a personal services contract and the FOUNDATION shall not assign or joint venture the use of the Premises or any part thereof; it shall not allow the Premises to be used or occupied by any other person or for any other use other

than herein specified; it shall not assign said Agreement nor transfer, assign or in any manner convey any of the rights or privileges therein granted except as provided herein. Neither the Agreement nor the rights herein granted shall be assignable or transferable by any process or proceeding, including insolvency, bankruptcy, and receivership proceedings. Any attempt to assign, joint venture or transfer by any other process, shall be void and without legal effect, and shall constitute cause for immediate termination hereof without liability on the part of COUNTY.

24. ABANDONMENT: In the event of abandonment or non-use of the Premises by the FOUNDATION at any time, existing and extending over a continuous period of one (1) month, except during periods of construction and remodeling, the Premises shall revert to the full control of the COUNTY and the FOUNDATION agrees to surrender the Premises and this Agreement shall be of no further force and effect. If FOUNDATION shall abandon, vacate, or surrender the Premises, or upon termination of this Agreement, any personal property left on the Premises thirty (30) days thereafter shall be deemed abandoned, at the option of COUNTY, and COUNTY shall assume full title and ownership thereof.

25. NON-DISCRIMINATION: FOUNDATION, in the operations to be conducted pursuant to the provisions of this Agreement, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, age, creed, religion, ancestry, sex, or national origin in any manner prohibited by the

laws of the United States, the State of California or any County ordinance. Non-compliance with the provisions of this article shall constitute a material breach hereof and, in addition to any remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefor.

26. UNLAWFUL DISCRIMINATION IN EMPLOYMENT: The provisions required by Section 2-95 of the Santa Barbara County Code are attached hereto, marked Exhibit "H", and are incorporated herein. FOUNDATION shall incorporate Exhibit "H" in any and all agreements with contractors and sublessees, and sublessees shall perform all obligations of a "Contractor" therein.

27. TAXES AND ASSESSMENTS: FOUNDATION has been informed and hereby acknowledges that the use or occupancy of the Premises by FOUNDATION constitutes a property interest which may be subject to property taxation. FOUNDATION shall pay and discharge all taxes and assessments, including special and/or possessory interest taxes, if any, levied upon the Premises, based on the use or occupancy of the Premises, whether by FOUNDATION or its sublessees.

28. ACCESS BY COUNTY: FOUNDATION shall permit COUNTY and its authorized agents, employees, and independent contractors to enter onto the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether FOUNDATION is complying with the terms of this Agreement, for the purpose of doing other lawful acts that may be necessary to protect the

COUNTY's interest in said Premises, and for the purpose of performing any duties and obligations on COUNTY's part to be performed under this Agreement.

29. NOTICES: Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by mail to the following:

COUNTY: County of Santa Barbara
Park Department
610 Mission Canyon Road
Santa Barbara, CA 93105
(805) 568-2461

FOUNDATION: Santa Barbara County Bowl Foundation
1122 North Milpas Street.
Santa Barbara, CA 93103
(805) 568-2664

or to COUNTY or FOUNDATION at such other place as may be designated in writing.

30. CAPTIONS: The title or headings to the sections of this AGREEMENT are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

31. TIME: Time is of the essence of this Agreement.

32. COUNTY INTEREST: COUNTY's interest in FOUNDATION's operations hereunder shall be deemed that of a landlord, and FOUNDATION's operations hereunder shall not be considered as an operation of the COUNTY, and FOUNDATION shall be an independent contractor and not an agent, employee, or officer of COUNTY.

33. NO COST TO COUNTY: Unless a request is made to and granted by COUNTY, no COUNTY funds are to be expended during the term hereof for improvements, maintenance, repair, rebuilding, or

restoration of the building or grounds, located on the Premises.

34. DESTRUCTION OF PREMISES: In the event of total or partial loss or damage to the buildings and/or improvements on the Premises, as a result of a risk covered by the property insurance, the COUNTY, at its option, shall rebuild or replace the destroyed or damaged buildings and improvements in the same condition they were in prior to such loss in the manner provided in this Section, limited to the extent of the insurance proceeds. The FOUNDATION shall have the right, but not the obligation, to raise matching funds to the extent the insurance proceeds do not cover the cost of rebuilding or replacing any building or improvements on the Premises that are partially or totally damaged or destroyed.

In the event of partial or total damage or destruction as a result of a risk not covered by said insurance, the FOUNDATION shall notify the COUNTY in writing within sixty (60) days after the date of such damage or destruction of its intentions to rebuild or replace any building or improvements that are damaged or destroyed or to terminate this Agreement effective ninety (90) days after the date of damage or destruction. The failure of the FOUNDATION to either (1) rebuild and replace; or (2) give written notice of its intentions to rebuild or replace; or (3) give written notice of termination shall result in an automatic termination of this AGREEMENT effective ninety (90) days after the date of such partial or total damage or destruction.

In the event the FOUNDATION elects to terminate this Agreement

or it is automatically terminated under the conditions described in this section, it is hereby mutually understood and agreed that the FOUNDATION shall thereafter clear the subject real property of damaged or destroyed improvements in a manner satisfactory to the COUNTY's Building and Safety Division standards.

In the event the FOUNDATION elects to raise equal matching funds, COUNTY agrees to cooperate with rebuilding and repairing any buildings or improvements on the Premises. FOUNDATION shall rebuild or replace any building or improvements that were damaged or destroyed in accordance with Section 11 ALTERATIONS AND CONSTRUCTION, above.

35. ENVIRONMENTAL IMPAIRMENT: FOUNDATION at FOUNDATION's expense, shall comply with and perform all applicable laws, regulations, rules, and orders, regardless of when they become or became effective, including without limitation those relating to construction, grading, signage, health, safety, noise, underground tanks, toxic or hazardous materials, environmental protection, waste disposal, clean-up and water and air quality, and shall furnish the COUNTY satisfactory evidence of such compliance upon the request of COUNTY. FOUNDATION shall obtain all necessary permits at its sole expense. 4

36. CONVEYANCE OF REAL PROPERTY: In the development, maintenance, and administration of the Premises, the FOUNDATION shall be subject to the following limitation and restriction: The COUNTY shall have the right to convey real property interests in

the Premises, however, if COUNTY grants a fee interest in the Premises, COUNTY shall provide for a delegation of duties, obligations and executory responsibilities under this Agreement to the grantee. Said conveyances shall not unduly interfere with FOUNDATION's interests herein and FOUNDATION shall not interfere with any such rights granted by COUNTY or with the Grantee exercising such rights. COUNTY shall notify FOUNDATION before a conveyance of a real property interest and furnish FOUNDATION with information concerning such proposed conveyance.

37. DEFAULT: The failure of a party to satisfy, observe or perform, any of the covenants, conditions, or reservations set forth herein shall constitute a material default under this Agreement.

38. REMEDY IN EVENT OF DEFAULT: Upon the occurrence of any default, COUNTY shall have at its option, and in addition to and not as a limitation of any other remedy permitted by law, the right to terminate this Agreement provided that FOUNDATION has failed to cure such default within thirty (30) days after written notice to FOUNDATION.

39. WAIVER: Waiver of a breach of any term of this Agreement shall not be construed to be a waiver of any future breach of the same or any other requirement contained in this Agreement.

40. MATERIAL BREACH OF AGREEMENT: When the term material breach is used in this Agreement, it shall be construed to mean that, in addition to other remedies as provided by law, COUNTY has

the right to immediately terminate this Agreement, and the interest hereby created, without liability therefor.

41. COMPLIANCE WITH THE LAW: The FOUNDATION shall comply, and shall require in writing that all sublessees, contractors and Anchor Tenants comply, with all applicable Federal, State, County and Municipal laws, statutes, rules, ordinances and regulations in effect during the term or any part of the term hereof regulating the use of the Premises. Notwithstanding anything contained herein to the contrary, in the event FOUNDATION is either temporarily or permanently enjoined by a court of competent jurisdiction from operating the Premises, or if the operation of the Premises is rendered impossible due to applicable noise and sound ordinances, then FOUNDATION'S obligations under this Agreement shall be totally suspended for the length of any such injunction or impossibility of operation and COUNTY shall have the option of terminating this lease agreement after thirty (30) days written notice of its intention to do so.

A. DEPARTMENT RULES: FOUNDATION and its volunteer(s) or employees shall at all times abide by all rules and regulations heretofore adopted or that may hereafter be adopted by COUNTY and cooperate fully with COUNTY employees in the performance of their duties.

B. SOUND LIMITS: There shall be no night concerts on Sunday through Thursday nights, except during Fiesta week, without prior written approval of the COUNTY. The sound limits, described

in the COUNTY'S Santa Barbara County Bowl Sound Control Plan set forth and included herein in Exhibit "I" of this Agreement, as the said Plan may be amended by COUNTY from time to time, shall apply to all Performances, and shall be monitored by the FOUNDATION, including the application of fines which shall be imposed by FOUNDATION as set forth in said Sound Control Plan.

C. PERMITS AND LICENSES: FOUNDATION shall obtain at its sole expense any and all permits or licenses that may be required in connection with the Performances at the Bowl including, but not limited to: tax permits, business licenses, health permits, and police and fire permits.

D. FOUNDATION shall not store, nor permit the storage of, hazardous materials as defined in Title 23, Subchapter 16 of the California Code of Administrative Regulation, Sections 2610 through 2714 or hazardous substances defined in 42 USC §9601(14), as those laws presently exist or as they may be amended, on the Premises without obtaining the consent of COUNTY, which consent shall not be unreasonably withheld.

FOUNDATION further hereby covenants that it shall notify COUNTY immediately upon the discovery of any unplanned release of hazardous substance or materials, will promptly remediate any contamination from hazardous substance or materials, which occurs upon the Premises and will deliver the Premises to COUNTY upon the termination of this Agreement, free and clear of unlawful hazardous contamination, except that COUNTY in its sole discretion may

relieve FOUNDATION of responsibility for such contamination existing on the Premises at the time FOUNDATION took possession of the Premises and which was not caused by FOUNDATION, its agents, officers, employees, or contractors.

42. ENCUMBRANCES: No security interest in this Agreement shall extend to or affect the fee, the reversionary interest, or the estate of COUNTY in and to any land or COUNTY-owned improvements now or hereafter erected on, in or about the Premises. Nor shall FOUNDATION encumber the leasehold interest without the express written consent of COUNTY which consent may be subject to conditions.

43. TERMINATION: This Agreement shall terminate and all rights of FOUNDATION hereunder shall cease and FOUNDATION shall quietly and peacefully deliver to COUNTY possession and interest in the Premises:

- A. At the expiration of the term as provided in Section 5, TERM, hereof.
- B. Upon failure of FOUNDATION to satisfy, observe or perform any of the covenants, conditions or reservations set forth in this Agreement.
- C. As indicated under specific provisions set forth herein.

44. SURRENDER OF PREMISES: On expiration or thirty (30) days after termination of this Agreement, FOUNDATION shall vacate and surrender possession of the Premises to COUNTY. FOUNDATION shall

surrender the Premises in good condition, except for ordinary wear and tear.

Subject to Sections 10 and 24 hereof, FOUNDATION and its members, licensees, sublessees, Anchor Tenants, contractors, employees and volunteers shall remove all personal property within the above stated time. The FOUNDATION shall perform all restoration made necessary by the removal of any alterations or personal property.

COUNTY may elect to retain or dispose of in any manner any personal property that has not been removed from the Premises on expiration or termination as allowed or required by this Agreement. Title to any such personal property that COUNTY elects to retain or dispose of shall vest in COUNTY. FOUNDATION waives all claims against COUNTY for any damage to FOUNDATION resulting from COUNTY's retention or disposition of any such personal property. FOUNDATION shall be liable to COUNTY for COUNTY's costs for storing, removing, and disposing of any personal property.

If FOUNDATION fails to surrender the Premises to COUNTY on expiration or thirty (30) days after termination of the term as required by this Section, FOUNDATION shall hold COUNTY harmless from all damages resulting from FOUNDATION's failure to surrender the Premises, including, without limitation, claims made by a succeeding lessee resulting from FOUNDATION's failure to surrender the Premises.

45. PRIOR AGREEMENTS AND LEASES: This Agreement hereby replaces and revokes all prior agreements and/or leases between COUNTY and FOUNDATION.

46. EXHIBITS TO MANAGEMENT AND LEASE AGREEMENT: The following documents shall be attached to and form a part of this Agreement:

- EXHIBIT A County of Santa Barbara Assessor Parcel Maps identifying the location of the Premises
- EXHIBIT B Article of Incorporation of Santa Barbara County Bowl Foundation and Bylaws of the Santa Barbara County Bowl Foundation
- EXHIBIT C Santa Barbara County Bowl Master Plan
- EXHIBIT D 1991 Certificates of Participation, Master Lease Pool - Payment Schedule
- EXHIBIT E Payment Bond
- EXHIBIT F Performance Bond
- EXHIBIT G Warranty of Labor and Materials
- EXHIBIT H Unlawful Discrimination
- EXHIBIT I Santa Barbara County Bowl Sound Control Plan

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IN WITNESS WHEREOF, FOUNDATION and COUNTY have signed this Agreement by the respective authorized officers as set forth below, to be effective on the date executed by COUNTY.

"COUNTY"
County of Santa Barbara
By: Marni Schwarz
Chair, Board of Supervisors

Date: 6/28/94

ATTEST:
ZANDRA CHOLMONDELEY
CLERK OF THE BOARD

By: Robert Cohen

APPROVED AS TO FORM
STEPHEN SHANE STARK
COUNTY COUNSEL

By: Michael R. Ledbetter
Michael R. Ledbetter, Deputy

"FOUNDATION"
Santa Barbara County Bowl
Foundation, Inc.

By: Patrick H. Davis
Patrick H. Davis, President

APPROVED AS TO ACCOUNTING FORM:
AUDITOR-CONTROLLER
ROBERT W. GEIS

By: Brian Fahnestock
BRIAN FAHNESTOCK, C.P.A.

APPROVED AS TO INSURANCE FORM:

By: Charles A. Mitchell
Charles A. Mitchell
Risk Manager

APPROVED:

By: Jennifer Briggs
Jennifer Briggs,
Acting Director of Parks

APPROVED:

By: Mark Mittermiller
Mark Mittermiller
Property Management
Division Manager

Auditor-Controller
Internal Use Only
Dept: 7620
Fund: 0001
Bowlc.1se

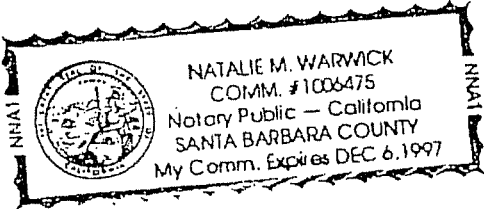
ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA
County of SANTA BARBARA

On 7-8-94 before me, NATALIE M. WARWICK
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared PATRICK H. DAVIS
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.
Natalie M. Warwick
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S) _____ TITLE(S) _____
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

**THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:**

Title or Type of Document MANAGEMENT + LEASE AGREEMENT.
Number of Pages _____ Date of Document _____
Signer(s) Other than Named Above _____

C.C. 1189

State of California)
County of Santa Barbara)

On June 28, 1994 before me, Robert Cohen
personally appeared NAOMI SCHWARTZ

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by his/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Signature Robert Cohen

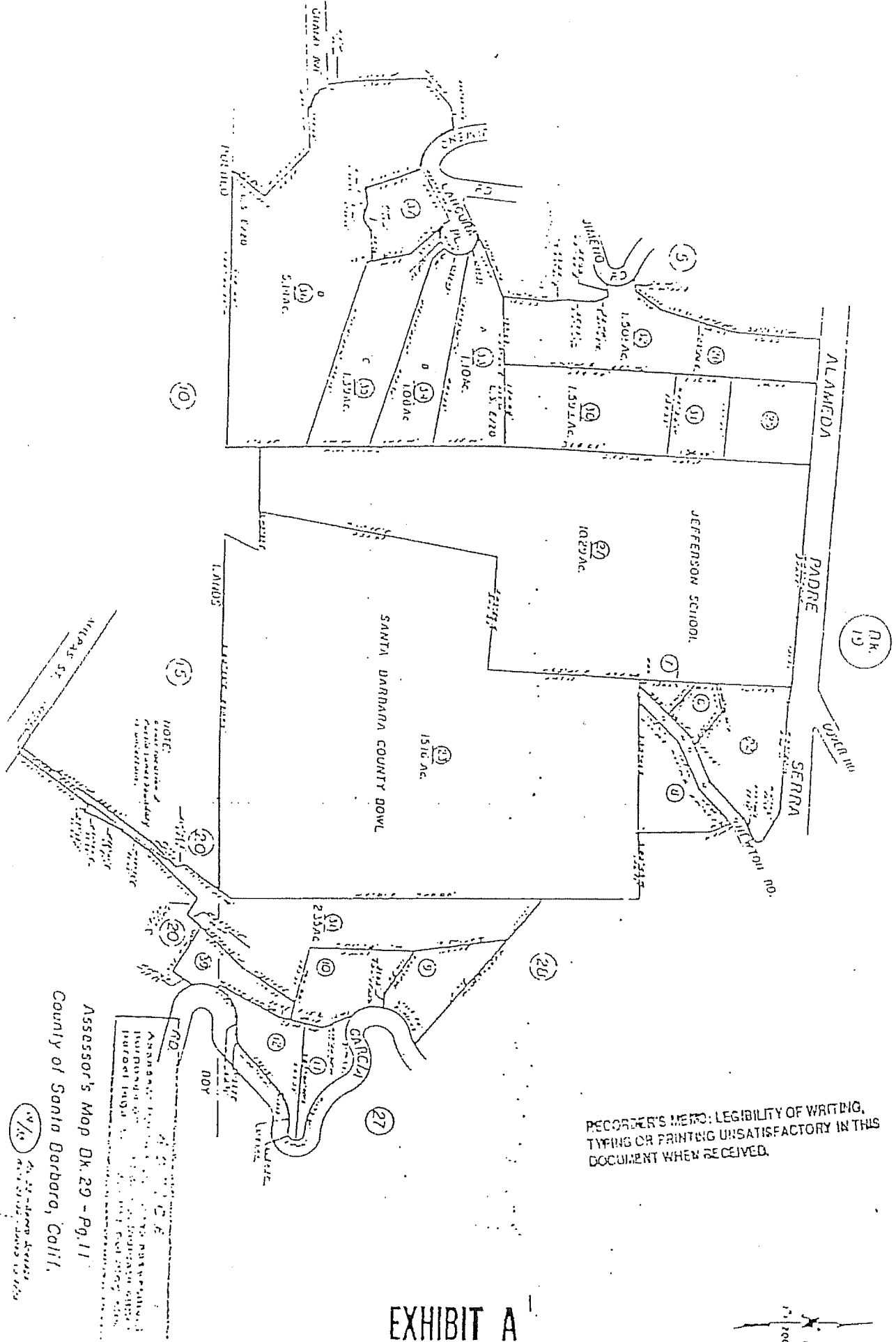
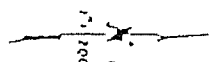
(Seal)

POR. SEC. 10 Q 15, T 4 N, R 27 W, S. B. B. G. M.

29-11

RECORDER'S MERO: LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED.

EXHIBIT A



Assessor's Map Dk. 29 - Pg. 11

County of Santa Barbara, Calif.

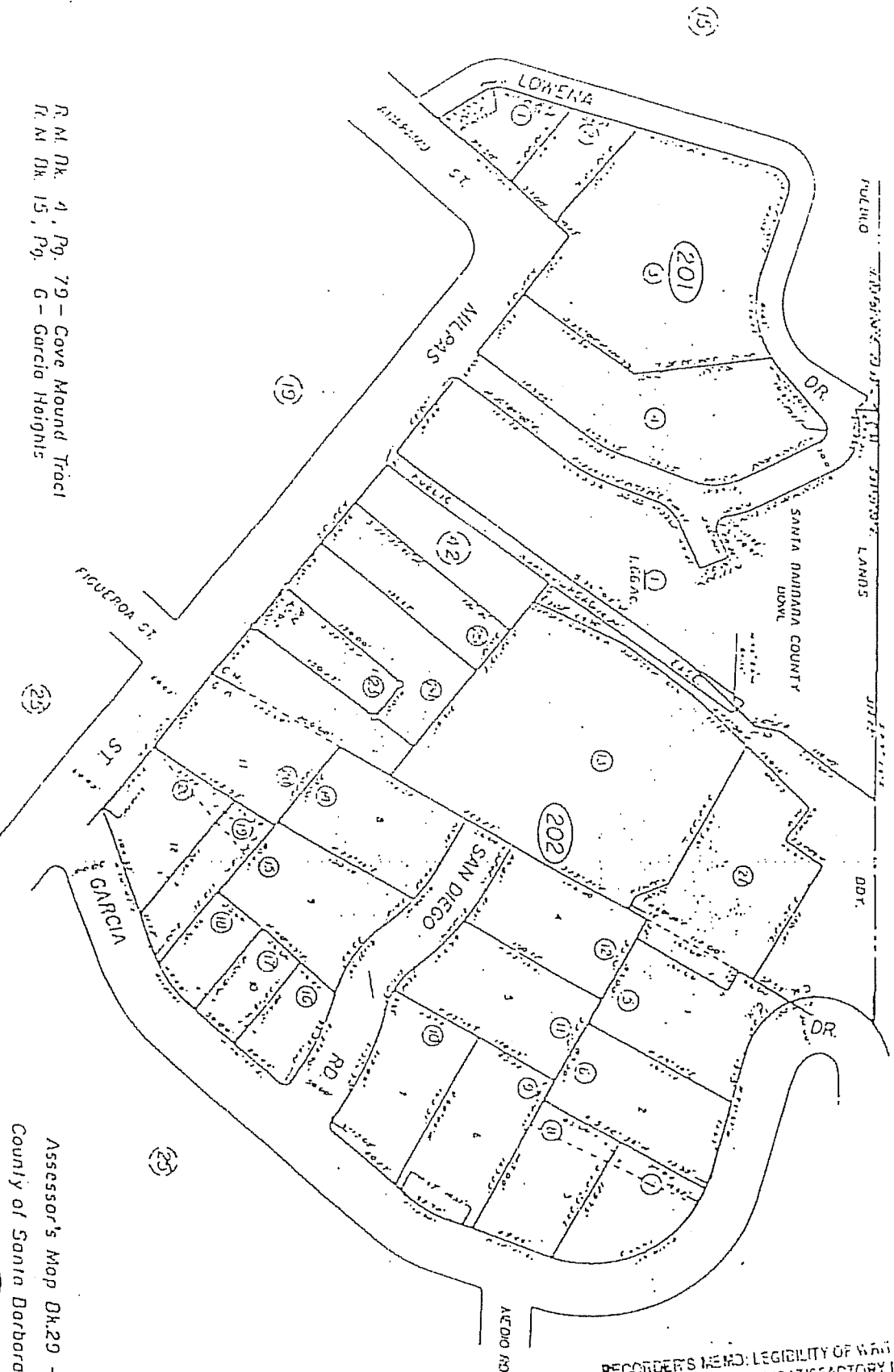
14/10

POR. SEC. 15, T 4 N., R. 27 W., S. B. B. Q. M. B
 POR. PUEBLO LANDS

29-20

(11)

NOTE: Exact location of Pueblo Land's boundary is uncertain



RECORDER'S MEMO: LEGIBILITY OF WORDS,
 TYPING OR PRINTING UNSATISFACTORY IN THIS
 DOCUMENT WHEN RECEIVED

EXHIBIT A²

R.M. Dk. 4, Pg. 79 - Cove Mound Tract
 R.M. Dk. 15, Pg. 6 - Garcia Heights

NOTE - Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

Assessor's Map Dk. 29 - Pg. 20
 County of Santa Barbara, Calif.

11/11/11

1121890

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

MAR 24 1981

MARCH FONQ EU, Secretary of State

Leslie Glenn
Deputy

ARTICLE OF INCORPORATION
OF
SANTA BARBARA COUNTY BOWL FOUNDATION

I.

The name of this coportation is: SANTA BARBARA
COUNTY BOWL FOUNDATION.

II.

A. This corporation is a non-profit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The specific purpose of this corporation is to operate a community-based, non-profit entertainment center under a lease from the County of Santa Barbara; to develop an annual plan which will include facility improvements, ongoing rehabilitation and maintenance, while actively scheduling community arts events.

III.

The name and address in the State of California of this corporation's initial agent for service of process is: Leland Crawford, Jr., 200 La Arcada Building, Santa Barbara, California 93101.

EXHIBIT B

IV.

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V.

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after

payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code. Notwithstanding any other provisions of these Articles, the corporation shall not carry on any other activity not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United State Internal Revenue Law).

If this corporation holds any assets in trust, they shall be disposed of in such manner as may be directed by judgment of the superior court of the county in which this corporation's principal office is located, on petition by the Attorney General or by any person concerned in the liquidation, in a proceeding to which the Attorney General is a party.

DATED: February 9, 1981.


LELAND CRAWFORD, JR.
Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.


LELAND CRAWFORD, JR.

BYLAWS
OF
SANTA BARBARA COUNTY BOWL FOUNDATION

ARTICLE I

Name

The name of this corporation shall be SANTA BARBARA COUNTY BOWL FOUNDATION.

ARTICLE II

Offices

The principal place of business of the corporation shall be in the County of Santa Barbara, State of California, as designated from time to time by the Board of Directors.

ARTICLE III

Seal

The corporation seal shall consist of a circle having on its circumference the words "Santa Barbara County Bowl Foundation" and within the circle "Incorporated March 24, 1981", in manner and form as impressed hereon.

ARTICLE IV

Directors

Section 1. The number of directors of this corporation shall be limited to a minimum of fifteen (15) and a maximum of twenty-five (25). In addition to the number of regular directors listed above, the Director of the Parks Department of the County of Santa Barbara or his authorized representative, shall be a nonvoting member of the board of directors and of the corporation, with all other right of that position, including but not limited to be notified and attend all board meetings. Furthermore, the Board of Supervisors shall appoint a voting representative to the Foundation's Board. The voting representative to the Foundation's Board shall be nominated by the First District Supervisor and approved of by the Board of Supervisors.

The directors as such shall have the right to vote and shall have equal rights in connection with the corporation and corporate affairs. Subject to the powers as set forth herein, all corporate powers of the corporation shall be exercised by and under the authority of and the business and affairs of the corporation shall be controlled by this Board of Directors, who shall also be designated as the members. Directors shall be elected by the members and shall serve as such barring death or resignation for a period of three (3) years or such shorter term as shall be provided for at the time of their election, or until the next meeting of the Board of Directors designated for election of new directors.

It shall be the express intention of the Foundation that the Board consist of representatives from various sectors of the community. It is contemplated that Eastside business persons, Eastside neighborhood representatives (including, but not limited to the

Riviera Association), representatives of the various arts and music organizations (including, but not limited to organizations such as Children's Creative Project, Music Academy of the West, Santa Barbara Symphony, the Lobero Theatre), members of local theater projects, local media, members of the local youth service organizations, local musicians and local artists would greatly enhance the diversity of the Foundation's Board of Directors.

A. If vacancies shall occur between the meetings designed for the election by members, these vacancies may be filled by the directors, but only for the unexpired term of the director whose place is being filled. Any director may be removed as a director if a majority of the directors then holding office vote for the removal or approve the removal. The board may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or has been found by a final order or judgment of any court to have breached any duty or standard of care and conduct as outlined in the California Corporations Code beginning with Section 5230, et seq. Loss of membership on the board of an individual then an officer of the corporation shall automatically end his term of office.

B. The directors shall have the management control of the business of the corporation and shall employ such agents and servants as they deem advisable and fix the rates of compensation of all officers, agents and employees. They shall have full and complete power to determine the method or plan upon which the powers of this corporation shall be exercised and may do everything necessary and convenient in their discretion to accomplish the purpose of this corporation. They are authorized to do and perform all acts stated in the Articles of Incorporation in that clause thereof having the purpose for which this

corporation is formed and to perform and transact all other business and acts which this corporation by the laws of the State of California is permitted to transact and perform.

C. The directors shall have the right to elect ex-officio members of the board who shall serve as a non-voting member for a one year term and may be re-elected if the Board so chooses.

D. The directors shall have the right to elect from time to time as honorary directors certain individuals who have given outstanding service to the Santa Barbara County Bowl Foundation. An honorary director shall hold office for life or until retirement. Honorary directors shall have no voting rights or liabilities in connection with the corporation or corporate affairs, but may from time to time, be assigned duties by the directors.

E. The directors shall also have the right to elect associate directors in accordance with the provisions of these bylaws. Should the directors elect to have associate directors, the numbers shall be unlimited. Associate directors may be taken into membership under such rules and regulations as the directors may from time to time adopt and shall have no voting rights or interest or liability in connection with the affairs of the corporation. The directors shall have the power to subdivide the associate directors into subclassifications, such as, subscribing directors, patron directors, as they shall by appropriate resolution provide.

F. The directors shall also have the right to elect an advisory board in accordance with the provisions of these bylaws. Should the directors elect to have an advisory board, the numbers shall be unlimited. The advisory board may be taken into membership under such rules and regulations as the directors may from time to time adopt and shall have no voting rights or interest or liability in connection with the affairs of the corporation. The directors

shall have the power to subdivide the advisory board into subclassifications as they shall by appropriate resolution provide.

Section 2. All directors shall hold their office until their respective successors are elected and qualified. At the monthly meeting of the directors held in the month of December of each year, the directors shall be elected. As provided for hereafter the nominating committee shall consist of not less than three (3) individuals. At the regular meeting of the directors held in December of each year, the nominating committee shall submit its report and submit the nominees for new directors for the period commencing in January of each year. Election of the directors shall be held at the regular meeting in December and shall be by written ballot, if requested by any director, to elect the persons to serve as directors of this corporation, and to fill the vacancies for such directors which are then anticipated will exist for the following year commencing in January. There shall be no cumulative voting, and each director shall cast no more than one (1) vote for each of the anticipated vacancies.

Section 3. Meeting of Directors. The members of the Board of Directors shall meet each month on the second (2nd) Thursday of the month at the hour of 4:00 PM at the office of the corporation. No Notice shall be required of the holding of this meeting.

The Board of Directors shall hold not less than two (2) public meetings annually concerning the current plans, development, policies and capital improvement programs of the premises. At least two (2) weeks prior to the meeting date, notice of said meetings shall be published in a newspaper of general circulation in the County of Santa Barbara and shall be given in writing to the County of Santa Barbara.

Section 4. Any action required or permitted to be taken by the Board of Directors

under any provision of the California Corporations Code or under these bylaws may be taken without a meeting if all members of the board shall individually or collectively consent to such action. Such consent or consents shall be reflected in the minutes of the proceedings of the board. Such action by such consent shall have the same force and effect as the majority vote of such directors.

ARTICLE V

Quorum for Meetings

A majority of the Board of Directors in person shall constitute a quorum for all meetings of the Board of Directors and for the transaction of the business of this corporation. A majority vote of the members of the board present shall be sufficient to take action except that any action in which the corporation is obligated in an amount in excess of Twenty Five Hundred Dollars (\$2,500) per occurrence outside the budget shall be passed by a vote of the majority of the entire membership of the board. In the absence of a quorum at any meeting of the Board of Directors, the majority of the directors present may adjourn the meeting from time to time until a time fixed for the next regular meeting of the board. Notice of the time and place of the holding of an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned.

ARTICLE VI

Special Meetings

Special meetings of the Board of Directors may be called by the president or the secretary or upon receipt of a written request therefor signed by any two (2) of the directors. Notice of such special meeting shall be given to each member of the Board of Directors in

person or by telephone at least forty-eight (48) hours prior to the meeting or sent by First Class mail at least four (4) days prior to the meeting mailed to the address reflected on the records of the corporation. Such notice shall be written or printed, signed by the secretary and shall state the time and place of the holding of such meeting. The purpose of the meeting need not be set forth in the notice or call and any business which may be lawfully transacted by the directors may be transacted at any special meeting.

ARTICLE VII

Officers

Section 1. The officers of the corporation shall consist of the president, a vice president, a secretary and a treasurer and such other officers as the directors may provide. Any two (2) or more offices of the corporation may be held by the same person, except those of president and secretary.

Section 2. The officers of the corporation shall be elected to serve for one (1) year, or until the successors are elected and their term of office shall begin at the close of the regular meeting held in December at which time they are elected.

Section 3. In case of death, resignation or removal from office of any officer of this corporation, the members of the Board of Directors shall elect his successor who shall hold his office by like tenure for the unexpired term.

Section 4. Responsibility of officers.

A. The president shall be the chief executive officer of the corporation and shall preside over all of the meetings of the board. He shall have the general management of business of the corporation and such general powers as are usually vested in the office of the

president of a corporation. He shall have such other powers and perform such other duties as may be prescribed by these bylaws or by the board.

B. The vice president, in the absence or disability of the president, shall perform the duties and exercise the powers of the presidency; and shall have such other powers and perform such other duties as may be prescribed by these bylaws or by the board.

C. The secretary shall attend all meetings of the members and record all votes and minutes of all the proceedings in a book to be kept for that purpose. He shall give, or cause to be given, notice of all special meetings of the board and shall have such other powers and perform such other duties as may be prescribed by these bylaws or by the board.

D. The treasurer shall have such powers as are usually vested in the treasurer of a corporation and shall have such other powers and perform such other duties as may be prescribed by these bylaws or by the board.

E. In the case of the absence of any officer of the corporation or for any other reason that the board may deem sufficient, the board may delegate, for the time being, the powers or duties of any of them, of such officer to any other officer, provided that a majority of the entire board votes in favor of such delegation of power.

ARTICLE VIII

Committees

Section I. The Board of Directors may, by resolution adopted by a majority of the directors then in office, designate one (1) or more committees, each consisting of two (2) or more directors to serve at the pleasure of the board. Any committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except that no committee

regardless of board resolution may:

- A. Take any final action on matters which under the Nonprofit Corporations Code of California also requires members approval or approval of the outstanding shares.
- B. Fill vacancies in the board or in any committee.
- C. Fix compensation of the directors for serving on the board or a committee.
- D. Amend or repeal bylaws or adopt new bylaws.
- E. Amend or repeal any resolution of the Board of Directors which by its express terms is not so amendable or repealable.
- F. Appoint any other committees of the Board of Directors or the members of these committees.
- G. Approve any transaction:
 - 1. To which the corporation is a party and one or more directors have material financial interest; or
 - 2. Between the corporation and one or more of its directors or between the corporation or any person which one or more of the directors have material financial interest.

Section 2. The officers of the corporation plus two (2) members of the board to be elected at the annual meeting shall constitute an Executive Committee. The Executive Committee shall have the general supervision of the affairs of the corporation between regular business meetings of the board, make recommendations to the board, and perform such other duties as are specified in these bylaws. The committee shall be subject to the orders of the board. This committee shall fix the hour and place of its meetings. Special meetings of the committee may be called by the president and shall be called upon the written request of three

(3) members of the committee.

Section 3. At the annual meeting of the members, in addition to the officers, the members shall elect a Nominating Committee consisting of three (3) or more members who shall be charged with the responsibility of nominating all prospective new members to the board, and shall be further charged with the responsibility of proposing new officers.

Section 4. Meetings and actions of committees shall be governed by and held and taken in accordance with the provisions of these bylaws and held in accordance and with the provision and direction of the board.

ARTICLE IX

Annual Report to Board

The corporation shall provide to the directors within one hundred (120) days of the close of the fiscal year a report containing the following information in reasonable detail:

1. The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year.
2. The principal changes in assets and liabilities including trust funds, during the fiscal year.
3. The revenue or receipts of the corporation both unrestricted and restricted to particular purposes for the fiscal year.
4. The expenses or disbursements of the corporation for both general and restricted purposes during the fiscal year.
5. Any information required by California Corporations Code Section 6322 dealing with certain transaction or with interested persons and indemnifications.

ARTICLE X

Amendments

New bylaws may be adopted or these bylaws may be amended or repealed by a majority vote of the members of the Board of Directors of the corporation or by written consent of such members except as otherwise provided by law.

CERTIFICATE OF SECRETARY

I, the undersigned, certify that I am the presently elected acting secretary of the SANTA BARBARA COUNTY BOWL FOUNDATION, a California nonprofit corporation, and the above bylaws are the bylaws of the corporation as adopted at a meeting of the Board of Directors held on June 15, 1994.

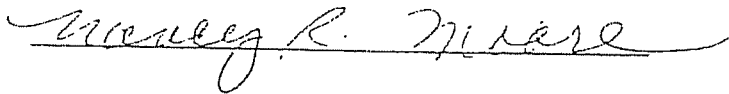
A handwritten signature in cursive script, reading "Mervyn R. Murare", written over a horizontal line.

EXHIBIT C

SANTA BARBARA COUNTY BOWL
MASTER PLAN
ON FILE AT THE
COUNTY PARKS DEPARTMENT

EXHIBIT D

1991 CERTIFICATES OF PARTICIPATION
MASTER LEASE POOL

08:40 AM
05/04/93

ADJUSTED SCHEDULES - SORTED BY PROJECT - EARNINGS 20%

Date	Project	Principal	Interest	Total Debt Service	Estimated Earnings	Net Debt Service
01-Aug-91	Parks - County Bowl # 1	0.00	5,431.95	5,431.95	(804.51)	4,627.44
01-Feb-92	Parks - County Bowl # 1	40,014.28	5,885.88	45,900.16	(230.00)	45,670.16
01-Aug-92	Parks - County Bowl # 1	0.00	4,949.58	4,949.58	(230.00)	4,719.58
01-Feb-93	Parks - County Bowl # 1	44,974.50	4,949.58	49,924.08	(230.00)	49,694.08
01-Aug-93	Parks - County Bowl # 1	0.00	3,847.83	3,847.83	(230.00)	3,617.83
01-Feb-94	Parks - County Bowl # 1	44,958.66	3,847.83	48,806.49	(230.00)	48,576.49
01-Aug-94	Parks - County Bowl # 1	0.00	2,701.42	2,701.42	(230.00)	2,471.42
01-Feb-95	Parks - County Bowl # 1	50,026.98	2,701.42	52,728.40	(230.00)	52,498.40
01-Aug-95	Parks - County Bowl # 1	0.00	1,375.71	1,375.71	(230.00)	1,145.71
01-Feb-96	Parks - County Bowl # 1	50,025.62	1,375.70	51,401.32	(23,230.00)	28,171.32
		230,000.04	37,066.90	267,066.94	(25,874.52)	241,192.42
01-Aug-91	Parks - County Bowl # 2	0.00	2,680.99	2,680.99	(397.01)	2,283.98
01-Feb-92	Parks - County Bowl # 2	20,144.28	2,905.03	23,049.31	(113.50)	22,935.81
01-Aug-92	Parks - County Bowl # 2	0.00	2,433.63	2,433.63	(113.50)	2,320.13
01-Feb-93	Parks - County Bowl # 2	21,040.49	2,433.63	23,474.12	(113.50)	23,360.62
01-Aug-93	Parks - County Bowl # 2	0.00	1,918.22	1,918.22	(113.50)	1,804.72
01-Feb-94	Parks - County Bowl # 2	22,862.04	1,918.22	24,780.26	(113.50)	24,666.76
01-Aug-94	Parks - County Bowl # 2	0.00	1,335.24	1,335.24	(113.50)	1,221.74
01-Feb-95	Parks - County Bowl # 2	24,727.05	1,335.24	26,062.29	(113.50)	25,948.79
01-Aug-95	Parks - County Bowl # 2	0.00	679.98	679.98	(113.50)	566.48
01-Feb-96	Parks - County Bowl # 2	24,726.37	679.98	25,406.35	(11,463.52)	13,942.82
		113,500.23	18,320.16	131,820.39	(12,768.53)	119,051.85

EXHIBIT E

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the Santa Barbara County Bowl Foundation and the County of Santa Barbara (hereinafter referred to as the Owners) and

_____ (hereinafter referred to as Principal) have by written agreement dated _____, entered into a contract identified as:

_____ (hereinafter referred to as the Contract) and

That, pursuant to said Contract, and before entering upon the performance of said Contract, the Principal is required to file with FOUNDATION a good and sufficient bond to secure the payment of labor and materials claims.

NOW, THEREFORE, said Principal and _____

_____ as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the Owners in the amount of \$ _____

_____ (DOLLARS), for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally.

EXHIBIT E

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractor, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 3, Part 4, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall inure to the benefit of any and all persons, companies and corporations named or referred to in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any ways affect its obligations on this bond, and it does hereby waive notice of any

EXHIBIT E

such change, extension of time, alteration or addition to the terms of the Contract or to the work or the specifications.

In the event suit is brought upon this Bond by the Owners, or either of them, and judgement is recovered, Surety shall pay all costs incurred by the Owners in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

DATED: _____

PRINCIPAL
BY _____

SURETY
BY _____
ATTORNEYS-IN-FACT

ADDRESS

NOTE: Signature of those executing for Surety must be properly acknowledged.

EXHIBIT F

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the Santa Barbara County Bowl Foundation and the County of Santa Barbara (hereinafter referred to as Owners) and

_____ (hereinafter referred to as Principal) have by written agreement dated _____, entered into a Contract identified as:

_____ (hereinafter referred to as the Contract) and

That, the Principal is required under the terms and conditions of said Contract to furnish a bond for the faithful performance of Contract.

NOW, THEREFORE, said Principal and _____

_____ a corporate surety (hereinafter referred to as Surety), are held firmly bound unto the Owners in the amount of \$ _____

_____ DOLLARS for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally.

THE CONDITION OF THIS OBLIGATION is such that if the Principal, his heirs, executors, administrators, successors or assigns shall perform all of the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, in his or their part, to be kept and performed at

EXHIBIT F

the time, and in the manner therein specified, and shall indemnify and save harmless the Owners, their officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue and effect.

And the said Surety for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall affect its obligations on the bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the Contract or to the work or to the specifications.

In the event suit is brought upon this bond by the Owners, or either of them, and judgment is recovered, Surety shall pay all costs incurred by Owners in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

PRINCIPAL

SURETY

BY: _____

BY: _____

DATE: _____

ATTORNEYS-IN-FACT

ADDRESS

NOTE: Signature of those executing for Surety must be properly acknowledged.

EXHIBIT G

WARRANTY OF LABOR AND MATERIALS

- A. The Contractor, prior to or at the time of Substantial Completion of the project and during administrative closeout of the project, shall submit three (3) copies of all warranties and guarantees to the FOUNDATION for subsequent transmittal to the COUNTY. All guarantees and warranties shall be in writing on guarantors'/warrantors' stationery or official forms and signed by a responsible company official, and shall be submitted in full force and effect by the Contractor. For purposes of this Exhibit "D", "Substantial Completion" shall mean issuance of a Certificate of Occupancy.
- B. The Contractor shall warrant to the FOUNDATION and the COUNTY that all materials and equipment furnished under the contract will be new unless otherwise specified and that all work will be of good quality, free from faults and defects and in conformance with the contract. All work not so conforming to these requirements, including substitutions not properly approved or authorized, shall be considered defective unless specifically accepted by the FOUNDATION. If required by the FOUNDATION, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- C. The warranty of materials, equipment and workmanship is separate from, independent of and in addition to any other guarantees or any other warranties required by the contract.
- D. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one year from the date of Substantial Completion of the retrofit and acceptance by the FOUNDATION in writing, whichever is later, provided that if prior to the acceptance of the entire project, the FOUNDATION occupies or uses any separate unit of work, the guarantee period shall, as to the unit so occupied or used, commence on the date of such occupancy or use, with the further provision that the FOUNDATION shall have first agreed in writing that the separate unit shall be occupied or used by the FOUNDATION until such certificate has been given. Equipment and facilities, which have seasonal limitations on their operations, shall be guaranteed for one full year from the date of test and acceptance in writing by the FOUNDATION.

EXHIBIT G

- E. If within any guarantee period, repairs or changes are required in connection with the guaranteed work, as the result of the use of materials, equipment or workmanship which are defective or inferior or not in accordance with the terms of the contract, the Contractor shall, promptly, within 48 hours after receipt of notice from the COUNTY or the FOUNDATION and without expense to the COUNTY or the FOUNDATION, commence and continue to effect such repairs or changes.
1. The Contractor shall place in satisfactory condition, in every particular, all of such guaranteed work and correct all defects therein.
 2. The Contractor shall make good all changes to the structure and site and equipment and contents thereof, or any of them, which, in the opinion of the Architect/Engineer and the FOUNDATION or the COUNTY is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract. The Contractor shall make good any work or materials, or the equipment and contents of structures or site disturbed in fulfilling such guarantee.
 3. Notifications by FOUNDATION or COUNTY of defects shall stop the warranty time period. The guarantee or warranty period for that replaced or restored work shall be reinstated for the remaining time period, starting on the date of acceptance of the replaced or restored work.
- F. In any case, where in fulfilling the requirements of the contract or of any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, the Contractor shall restore such work to a condition satisfactory to the Architect/Engineer and the FOUNDATION and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- G. If the Contractor, after notice, fails to proceed within 48 hours to commence and continue to comply with the terms of the guarantee, the COUNTY or FOUNDATION may have the defect corrected in which case the Contractor and his surety shall be liable for all expenses incurred.

EXHIBIT G

- H. All special guarantees or warranties applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of contract shall be subject to the terms of Paragraph C above during the first year of the life of such special guarantee.
- I. Nothing contained in Paragraph A above shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the contract, including liability for defective work under Paragraph A above. Paragraph A above relates to the specific obligation of the Contractor to correct the work and does not limit the time within which his obligation to comply with the contract may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the Contractor's liability with respect to his other obligations under this contract.
- J. In the event the work of the Contractor is to be modified by another contractor, the first Contractor shall remain responsible in all respects under the warranty herein and under any other warranties provided in the contract or by law. However, the first Contractor shall not be responsible for any defects in materials or workmanship introduced by the contractor modifying its work. Both the first Contractor and the contractor making the modifications shall be responsible solely for the work done by each. The contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work which is modifying.
- K. Warranties and guarantees shall clearly define what is to be guaranteed; the extent, terms, conditions, time and effective dates.

EXHIBIT H

UNLAWFUL DISCRIMINATION

The Board of Supervisors of the County of Santa Barbara do ordain as follows.

SECTION 1.

A new article is hereby added to Chapter 2 of the Santa Barbara County Code reading as follows:

ARTICLE XIII. UNLAWFUL DISCRIMINATION, COUNTY CONTRACTS

Sec. 2-94. Exceptions.

The provisions of this article shall not apply to contracts or agreements for the acquisition, exchange or disposition of real property or interests therein, nor to contracts or agreements with the State of California, or its political subdivisions, or with the United States of America. (Ord. 2946, § 1)

Sec. 2-95. Prohibition of Unlawful Discrimination in Employment Practices.

The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) for goods and/or services entered into by the County of Santa Barbara or by its joint powers agencies or agents with the consent of the other parties (hereinafter called "contractor") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the county finds that the contractor is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or age.

Such finding may only be made after contractor has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing contractor may introduce evidence, produce witnesses and have the opportunity to cross-examine witnesses produced by the county. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, contractor may move in the appropriate court of law for damages and/or to compel specific performance of a contract or agreement if any of the above procedures are not afforded to the contractor. If contractor is not found to have engaged in unlawful discriminatory practices, county shall pay all costs and expenses of such hearing, including reasonable attorneys' fees to contractor in accordance with current Santa Barbara County Superior Court schedule of attorneys' fees for civil trials. If contractor is found to have engaged in such unlawful discriminatory employment practices, contractor shall pay all such costs, expenses and attorneys' fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the contractor shall forthwith reimburse the county for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid to contractor under the terms of the contract or agreement.

Nothing in this section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to contractor, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits and all other forms of compensation selection for training and apprenticeship and probationary periods.

Contractor shall permit access at all reasonable times and places to all of its records of employment, advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to contractor reasonably prior to the time contractor

SANTA BARBARA COUNTY BOWL
SOUND CONTROL PLAN

- 1.0 Purpose
- 2.0 Responsibilities
- 3.0 Definitions
- 4.0 Noise Measurement Procedure
- 5.0 Sound Level Limits
- 6.0 Communication
- 7.0 Implementation
- 8.0 Administration
- 9.0 Notice of Violation
- 10.0 Liquidated Damages

Exhibits:

- A - Monitoring Site
- B - Noise Monitoring Report (Sample)
- C - Liquidated Damages Schedule

SANTA BARBARA COUNTY BOWL SOUND CONTROL PLAN

1.0 PURPOSE

It is the purpose of this plan to provide as quiet an environment as is possible for those neighbors surrounding the County Bowl and to be compatible with continued performances. Specifically, by implementation of the plan, it is intended to limit the level of intrusive noise at exterior residential living spaces in proximity to the Bowl.

It is also the purpose of this plan to establish the optimal method of Bowl operation for minimum noise.

This plan is intended for the sole purpose of providing sound control at the Santa Barbara County Bowl.

2.0 RESPONSIBILITIES

The Board of Supervisors and Park Department shall be responsible for providing a comprehensive sound control plan at the County Bowl.

2.1 The Park Department shall be responsible for the following:

- 2.1.1 Provide a written Sound Control Plan.
- 2.1.2 Provide a Sound Control Officer and monitor each scheduled performance.
- 2.1.3 Prepare a written report at the conclusion of each performance (Section 7.3 Reports).
- 2.1.4 Review the report for enforcement of this Sound Control Plan.
- 2.1.5 Determine liquidated damages (Section 10.0).
- 2.1.6 Assess lessee and collect liquidate damages.
- 2.1.7 Receive and review requests from lessee for waiver of sound monitoring requirements.

- 2.1.8 Retain and keep on file all graphic and alphanumeric strip charts and performances reports for a minimum of three (3) years.
- 2.1.9 Provide all sound monitoring and related equipment to include maintenance and repairs.
- 2.1.10 Retain physical control of all sound monitoring equipment.

2.2. Lessee shall be responsible for the following:

- 2.2.1 Reimburse the County for all personnel costs incurred from sound level monitoring to include preparation.

3.0 DEFINITIONS

All terminology used in this plan, not defined below, shall be in conformance with applicable publications of the American National Standards Institute (ANSI). The terms defined below are for use within this Sound Control Plan document only.

3.1 A-Weighted sound level:

The sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dB(A).

3.2 Ambient noise level:

The composite of noise from all sources near and far. In this context, the ambient noise level constitutes the normal or existing level of environmental noise at a given location when the Bowl is not in operation.

3.3 Daytime:

The hours between 9 a.m. and 8 p.m. the same day.

3.4 Board of Supervisors:

Shall mean the Santa Barbara County Board of Supervisors or authorized representative.

3.5 Director of Parks

Shall mean the Director of the Parks Department or authorized representative.

3.6 Bowl Manager

A representative of the County of Santa Barbara who shall be employed by the County for the purposes of managing the County Bowl.

3.7 Lessee

That party or parties contracted with or by the County of Santa Barbara for any performance at the Santa Barbara County Bowl.

3.8 Exceedance levels L_{10} and L_1 :

The A-weighted sound levels exceeded 10% and 1% of the specified measurement period.

3.9 Intrusive noise:

That noise which intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of a sound depends upon its amplitude, duration, frequency and time of occurrence, and tonal or information content as well as the prevailing ambient noise level.

3.10 Nighttime:

The hours between 8 p.m. and 9 a.m. the following day.

3.11 Noise:

Any sound which annoys or disturbs human beings or which causes or tends to cause an adverse psychological or physiological effect on human beings.

3.12 Sound amplification equipment:

Any device used for the amplification of the human voice, music, or any other sound associated with performances within the Bowl.

3.13 Sound Control Officer:

A representative of the County of Santa Barbara who shall be employed by the County and who shall be knowledgeable in the operation of the sound level monitoring equipment.

3.14 Sound level compressor limiter:

An electronic device which when activated reduces the sound level.

3.15 Sound level meter:

An instrument, including a microphone, an amplifier, an output meter or recording device, and frequency weighting network for the measurement of sound level, which satisfies the requirements for Type S2A meters, as set forth in the American National Standards Institute specifications for sound level meters, S1.4-1971, or the most recent revision thereof.

3.16 Mixer Board

That physical location where the performance activities are activated and monitored for sound and light. For purposes of this sound plan that location is as shown on Exhibit 'A'.

3.17 Weekday:

Any day, Monday through Friday, which is not a legal holiday.

3.18 Weekend:

Saturday, Sunday or any legal holiday as recognized by County Board of Supervisors.

3.19 Midweek

Sunday night through Thursday night.

3.20 Bowl Management

Director of Parks or authorized representative.

4.0 NOISE MEASUREMENT PROCEDURE

4.1 Monitor site:

The sound level shall be measured from a position located at the mixer board.

4.2 Microphone position:

The microphone of the sound level shall be positioned five (5) feet above the ground and at least ten (10) feet or more from the nearest reflective surface.

4.3 Measurement period:

Sound level measurements shall be started and recorded during a performance at the County Bowl in the following manner:

- 4.3.1 For the one-hour period prior to the start of the performance.
- 4.3.2 At the start of the performance and for continuous measurement periods of one hour or portion thereof until the entire performance is completed.

4.4 Calibration:

Calibration of the sound level meter shall be performed immediately prior to the measurement of sound levels by use of an acoustic calibrator. Recalibration shall be accomplished at the end of the performance.

5.0 SOUND LEVEL LIMITS

5.1 Sound level limits

The Lessee shall not operate the Bowl or permit the Bowl to be operated in a manner which causes the sound level when measured at the monitoring site to exceed the following sound level limits:

Sound Level Limits

L_{10}	L_1
98 dB (A)	105 dB (A)

5.1.1 The sound level limits above shall apply to all performances.

5.2 Nighttime concerts

5.2.1 No nighttime performances shall be permitted Sunday through Thursday without prior written approval of the Director of Parks.

5.2.2 Nighttime performances, Sunday through Thursday, as authorized by the Director of Parks per Section 5.2.1 shall conclude no later than 10:00 p.m. (i.e. "conclude" shall have the meaning specified in Section 5.2.4). This authorization shall be in a form of a mid-week variance.

- 5.2.3 Nighttime concerts are to be permitted any night during Fiesta week.
- 5.2.4 Nighttime performances on Friday, Saturday and all Fiesta week shall conclude no later than 10:30 p.m. (i.e. "conclusion of the performance" and "conclude" mean all amplification equipment shall be turned off).
- 5.2.5 Lessee can be granted up to maximum of six (6) mid-week variances through authorization from Director of Parks. Any variance requests in excess of six (6) must be presented to and approved by the Board of Supervisors by Lessee.

5.3 Daytime concerts

No daytime performance shall be permitted to begin prior to 11 a.m. on any day of the week including holidays and Fiesta week.

5.4 Sound amplification equipment checks and sound tests

Sound amplification equipment shall not be checked nor sound tests performed prior to 11 a.m. on any day of the week, including holidays and Fiesta week.

6.0 COMMUNICATION BETWEEN MONITOR AND BOWL

Communications shall be established between the Sound Control Officer monitoring the sound levels and the Lessee's employee responsible for operation of the mixer board at all times during the performance(s). The Bowl Management shall take remedial action as required to maintain or reduce the sound levels.

7.0 IMPLEMENTATION

7.1 Sound level compliance plan (Exhibit 'B')

A compliance plan detailing methods utilized for sound control including equipment specifications as well as procedural details has been developed and approved by the Board of Supervisors.

- 7.2.1 All sound level monitoring shall be conducted by a Sound Control Officer, representing Santa Barbara County.

7.3 Reports

The County Park Department designated Sound Control Officer shall prepare a report covering the noise monitoring activity of a performance within five (5) working days after the performance to the Director of Parks (example report shown as Exhibit 'B').

7.4 Access

Santa Barbara County staff shall have access to the County Bowl during any performance for purposes of determining that the Sound Control Plan is being carried out according to design. For purposes of expedience, onsite parking shall be made readily available to such Santa Barbara County personnel.

7.5 Sound level monitoring equipment

7.5.1 The County shall obtain standard commercial sound monitoring equipment and all other equipment items necessary to implement this plan. Sound monitoring equipment shall include, but not be limited to items such as the following:

1. Community Noise Level Analyzer capable of the measurement, by direct readout on a continuous basis, of L_{10} and L_1 .
2. Acoustic Calibrator
3. Wind velocity measurement device.

7.5.2 The County shall be in physical charge of all equipment.

7.5.3 The County shall be responsible for all costs for equipment maintenance and personnel training costs. All costs for onsite monitoring personnel and offsite reviewing shall be assumed by the Lessee.

8. ADMINISTRATION

8.1.1. Before the start of each concert year the Lessee shall provide County with a tentative calendar for the coming season including all dates for which the Bowl is proposed for use.

- 8.1.2 The Lessee shall give notice, within five days after a contract with a producer has been signed, but no later than five working days prior to the performance date, to Bowl Manager that said performance has been scheduled.
- 8.1.3 Lessee shall receive a statement from County immediately following a performance(s). Statement shall include total time expended for each performance and an itemized list of expenses incurred in implementing this Sound Control Plan to include any assessed liquidated damages in accordance with the "Liquidated Damages Schedule" attached as Exhibit 'C'. Lessee shall be billed at the current rate as provided by County.
- 8.1.4 Requests to waive the sound monitoring requirements for specific performances shall be received by the Director of Parks ten (10) working days prior to the event. This waiver shall be for any performance during mid-week only.

9.0 NOTICE OF VIOLATION

If the requirements of Section 5.0 Sound Level Limits have not been met for a performance, the Sound Control Officer shall issue a "Notice of Violation" to Lessee. Such notice shall include liquidated damages as determined by Section 10.0 Liquidated Damages. Such damages shall be included and paid by Lessee at time of performance settlement cost.

10. LIQUIDATED DAMAGES

County and Lessee agree that it is extremely difficult to ascertain the amount of damages in the event sound level limits are exceeded.

Accordingly, the Lessee shall pay to the County, as liquidated damages and not a penalty, the amount as determined in the "Liquidated Damages Schedule" attached as Exhibit 'C'. Said amount represents a reasonable attempt to assess such damages, and shall be deposited by County for improvements at the County Bowl.

(EXHIBIT 'A')



(EXHIBIT 'B')

TORA Consulting Services

507 Merilla Avenue, Santa Barbara, CA 93101

(805) 966-2262

REC'D SB COUNTY PARK DEPT.

NOV 19 1992

TO: Ms. Coleen Lund
Civil Engineer, Parks Department

FROM: Tony M. Raya *Raya*
Project Manager

DATE: November 16, 1992

SUBJECT: Santa Barbara County Bowl
Noise Monitoring
Performance By: Steel Pulse

The sound levels of the subject concert were monitored by Tony Raya of TORA Consulting Services for the County of Santa Barbara Parks Department, on Saturday, November 7, 1992.

The sound monitoring equipment consisted of a Bruel & Kjaer (B & K) Type 4426 Noise Analyzer, and an Alphanumeric Printer Type 2312.

The equipment was set up and calibrated at the Sound Mixer Board in accordance with the sound study of September, 1991, performed by TORA Consulting Services and the County of Santa Barbara, Parks Department. The microphone was placed five feet off the ground and at least ten feet from any reflective surface.

DATA

The sound level limits were set at $L_1 = 105$ dB (A) and $L_{10} = 98$ dB (A). The following sound levels were established at the subject concert:

<u>TIME</u>	<u>MEASUREMENT PERIOD</u>	<u>PERFORMER</u>	<u>L_1 dB (A)</u>	<u>L_{10} dB (A)</u>	<u>COMPLIANCE</u>
1352-1403	Ambient	---	82.5	77.5	YES
1404-1504	1	Ras Leon & Boom Shaaka	98.8	95.8	YES
1504-1604	2	Boom Saaka	98.8	96.0	YES
1604-1704	3	Steel Pulse	100.5	97.3	YES
1704-1737	4	"	101.8	98.3	NO

Concert ended at 1737.

Ms. Coleen Lund
October 30, 1992
Page 2

Discussion:

Please see attached "Report as to Compliance or Noncompliance with Sound Level Limits" for each measurement period.

Initial set-up and calibration went smoothly. The concert ended at 5:37 p.m. (1737) and the sound monitoring was discontinued at that time. The L_{10} exceeded the Santa Barbara County Bowl Sound Control Plan levels during the fourth hour of the performance. There was no drift in calibration at the end of the concert.

If you have any questions pertaining to this matter, please contact me directly.

TR/

Enclosures

cc: Sam Scranton, County Bowl Manager

SANTA BARBARA COUNTY BOWL
REPORT AS TO COMPLIANCE OR NONCOMPLIANCE WITH SOUND LEVEL LIMITS

DATE 11/07/92 TIME: 1352 TO 1403

EQUIPMENT: Bruel and Kjaer (B&K) Type 4426 Analyzer, Portable Graphic Recorder type 2306,

LOCATION OF EQUIPMENT: Adjacent to Sound Mixer

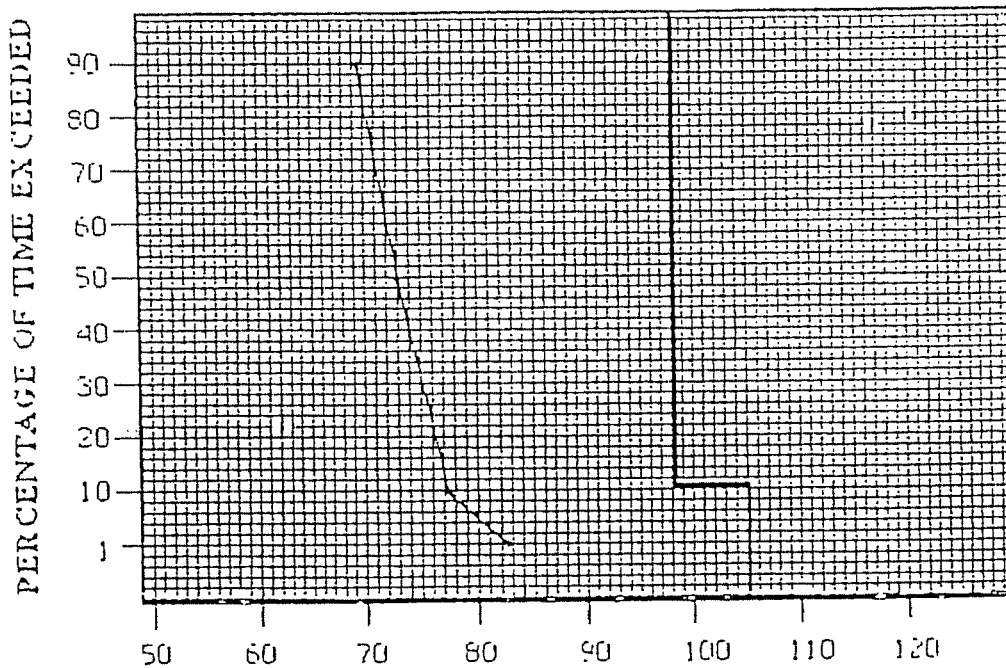
WIND DIRECTION AND VELOCITY: Zero Wind Factor

PERFORMER: Ambient

A-WEIGHTED: L1 82.5 L10 77.5 L50 73.0 L90 69.5 Leq 79.4

EXCEEDANCE CHART:

MEASUREMENT PERIOD # Ambient



A - Weighted (dBA)

Tony M. Raya
Tony M. Raya
TORA Consulting Services

SANTA BARBARA COUNTY BOWL
REPORT AS TO COMPLIANCE OR NONCOMPLIANCE WITH SOUND LEVEL LIMITS

DATE 11/07/92 TIME: 1404 TO 1504

EQUIPMENT: Bruel and Kiaer (B&K) Type 4426 Analyzer, Portable Graphic Recorder type 2306,

LOCATION OF EQUIPMENT: Adjacent to Sound Mixer

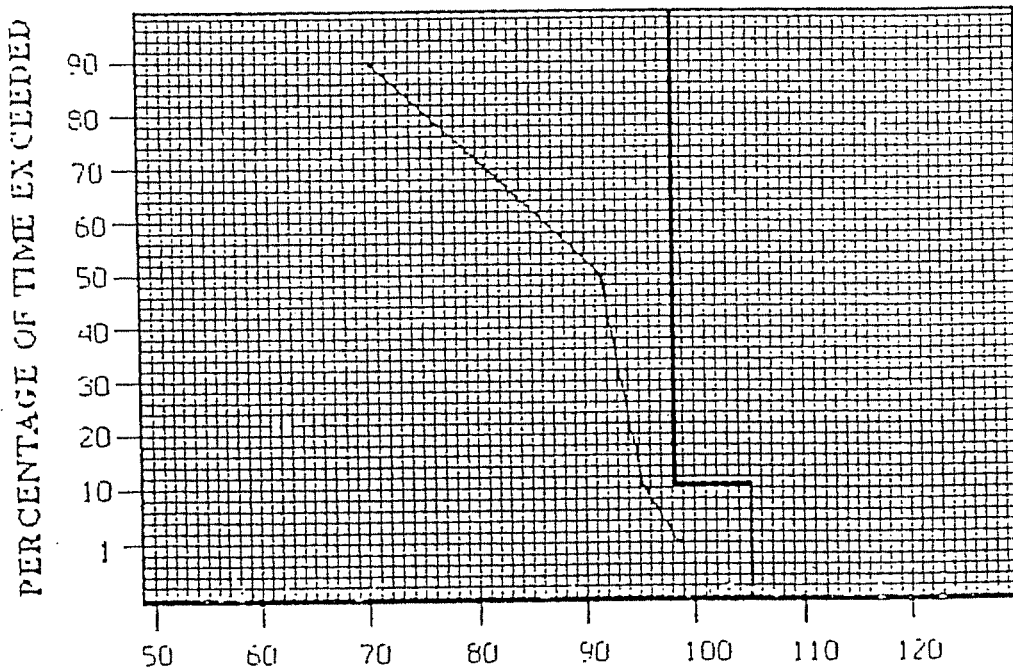
WIND DIRECTION AND VELOCITY: South West 0-2 m.p.h.

PERFORMER: Ras Leon & Boom Saaka

A-WEIGHTED: L1 98.8 L10 95.8 L50 91.5 L90 70.3 Leq 92.4

EXCEEDANCE CHART:

MEASUREMENT PERIOD # 1



A - Weighted (dBA)

Tony M. Raya
Tony M. Raya
TORA Consulting Services

SANTA BARBARA COUNTY BOWL
REPORT AS TO COMPLIANCE OR NONCOMPLIANCE WITH SOUND LEVEL LIMITS

DATE 11/07/92 TIME: 1504 TO 1604

EQUIPMENT: Bruel and Kjaer (B&K) Type 4426 Analyzer, Portable Graphic Recorder type 2306,

LOCATION OF EQUIPMENT: Adjacent to Sound Mixer

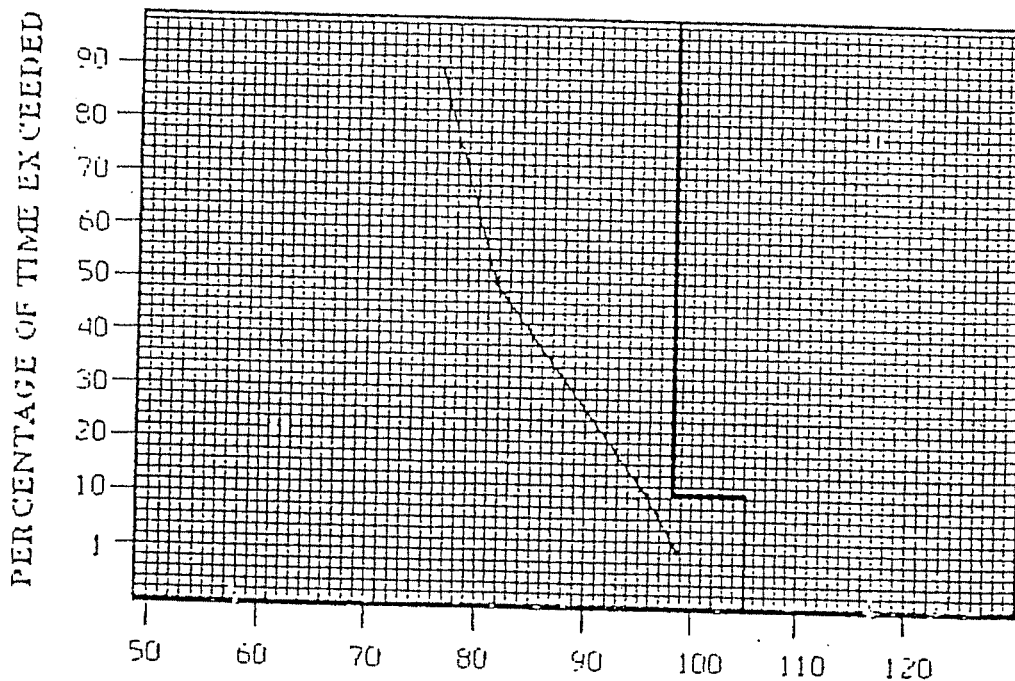
WIND DIRECTION AND VELOCITY: Zero wind factor

PERFORMER: Boom Saaka

A-WEIGHTED: L1 98.8 L10 96.0 L50 81.8 L90 76.3 Leg 91.3

EXCEEDANCE CHART:

MEASUREMENT PERIOD # 2



A - Weighted (dBA)

Tony M. Raya
Tony M. Raya
TORA Consulting Services

EXHIBIT 'C'

SANTA BARBARA COUNTY BOWL SOUND CONTROL PLAN LIQUIDATED DAMAGES SCHEDULE

$$LD = A + B + C + D$$

where

LD = Liquidated Damages;

$A = (a_1^2 + a_2^2 + a_3^2 \dots a_n^2)$ or \$2,250, whichever is the lesser. For concerts granted a mid-week variance, $A = (a_1^2 + a_2^2 + a_3^2 + \dots a_n^2)$;

$a = (L_{10} - 100) 10$, or 0, whichever is greater;

n = measurement time period (one hour increments);

$B = (b_1^2 + b_2^2 + b_3^2 \dots b_n^2)$ or \$750, whichever is lesser. For concerts granted a mid-week variance: $B = (b_1^2 + b_2^2 + b_3^2 + \dots b_n^2)$;

$b = (L_1 - 105) 10$, or 0, whichever is greater;

$c = m^2$;

m = minutes to "conclusion of performance" exceeding that permitted in the Sound Control Plan;

$D = \$200$ if non-compliance measurement period or any part thereof exceeds the allowable by 3dB (A) after 10:00 p.m.

Liquidated Damages less than \$100 may be waived by the Director of the Park Department.

Rev. August 1994

degonza\bwlsound.pln