

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

(11)

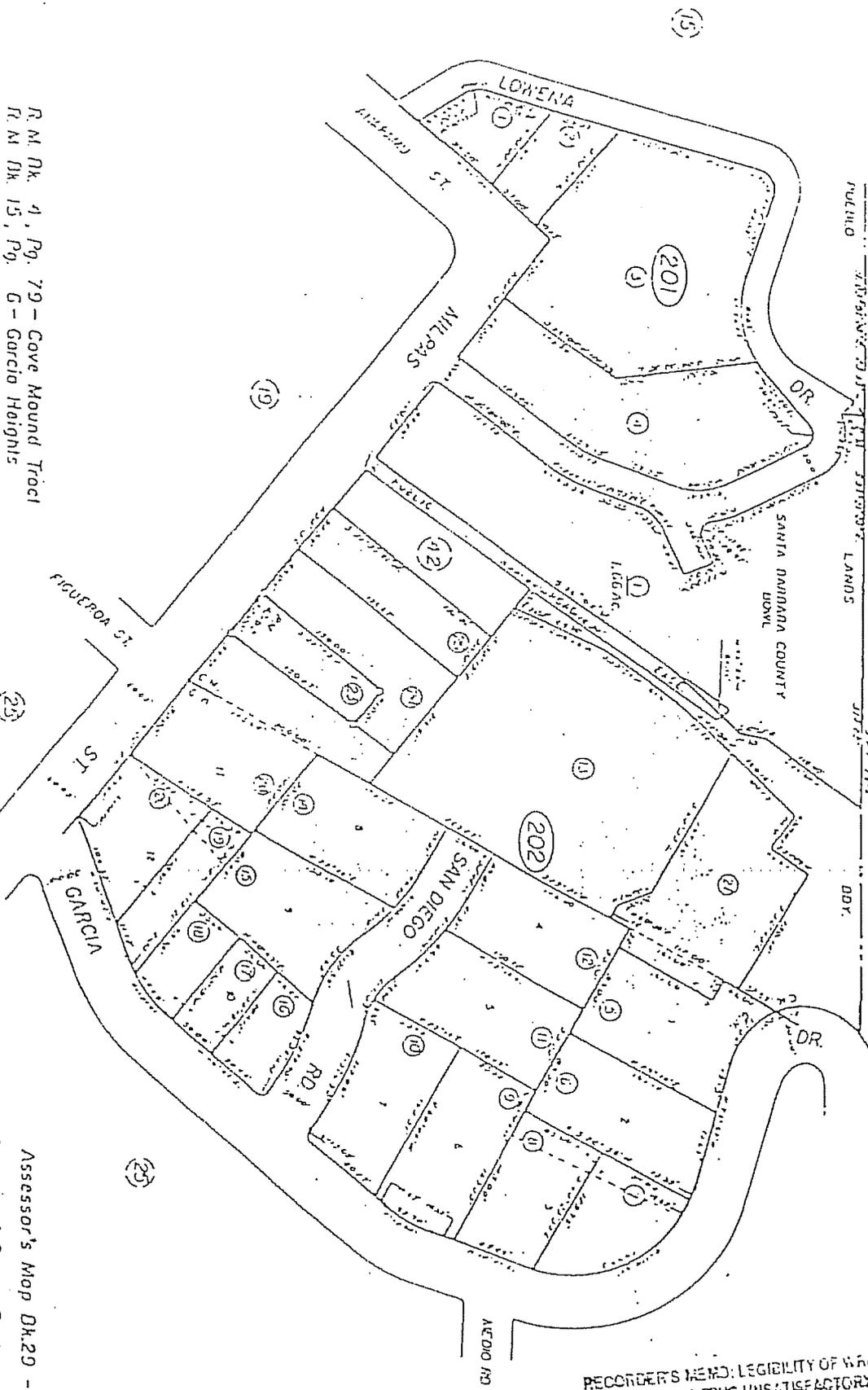
NOTE: Exact location of Pueblo Land Boundary is uncertain

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

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

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

1/11 1911-11 with new title.



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

EXHIBIT A

1021890

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.

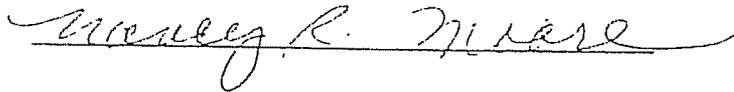
  
\_\_\_\_\_

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 2.0%

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><math>L_1</math> dB (A)</u>	<u><math>L_{10}</math> 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

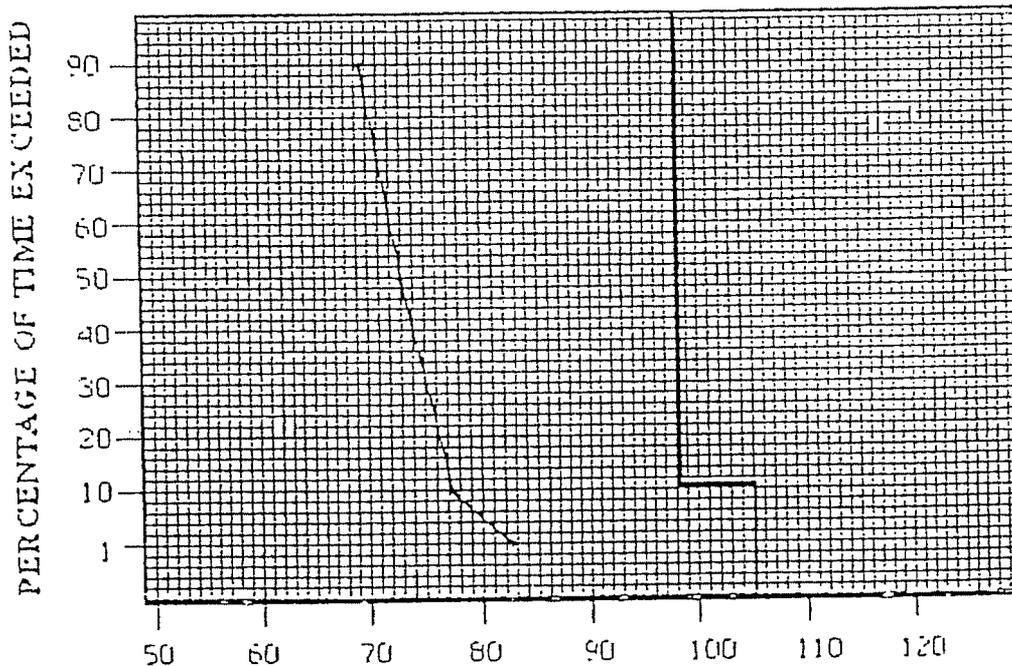
WIND DIRECTION AND VELOCITY: Zero Wind Factor

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 Kjaer (B&K) Type 4426 Analyzer, Portable Graphic Recorder type 2306,

LOCATION OF EQUIPMENT: Adjacent to Sound Mixer

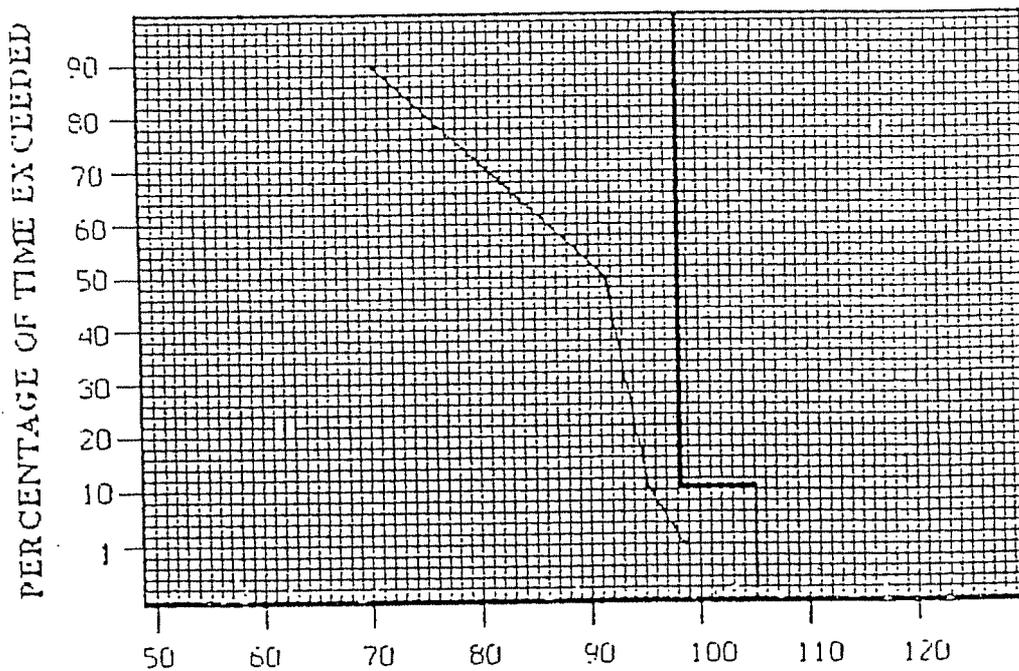
WIND DIRECTION AND VELOCITY: South West 0-2 m.p.h.

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

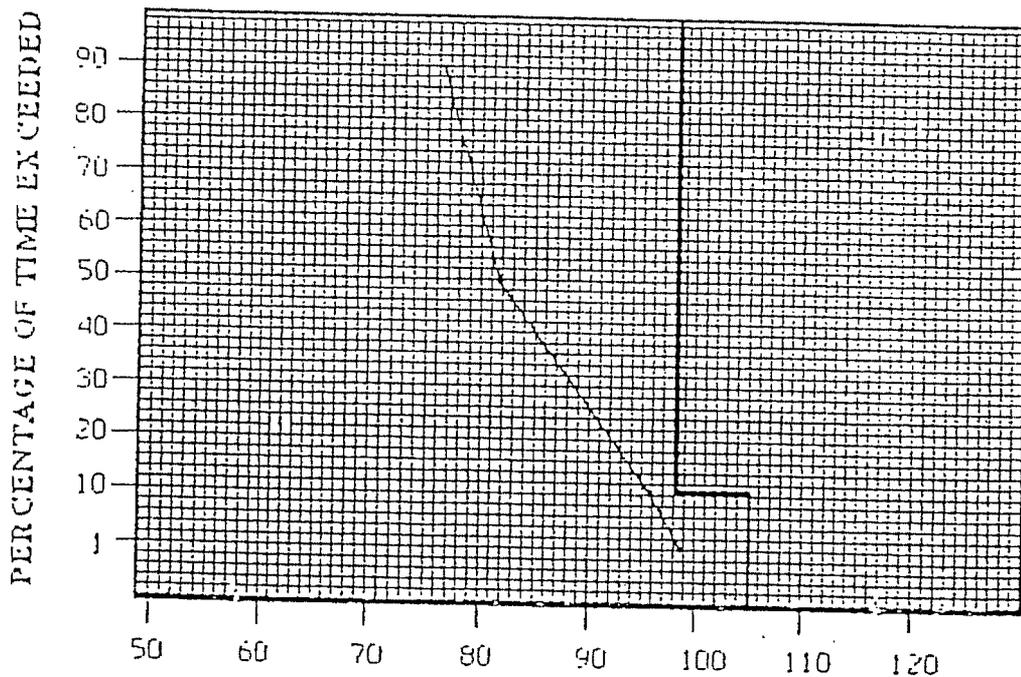
WIND DIRECTION AND VELOCITY: Zero wind factor

PERFORMER: Boom Saaka

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