

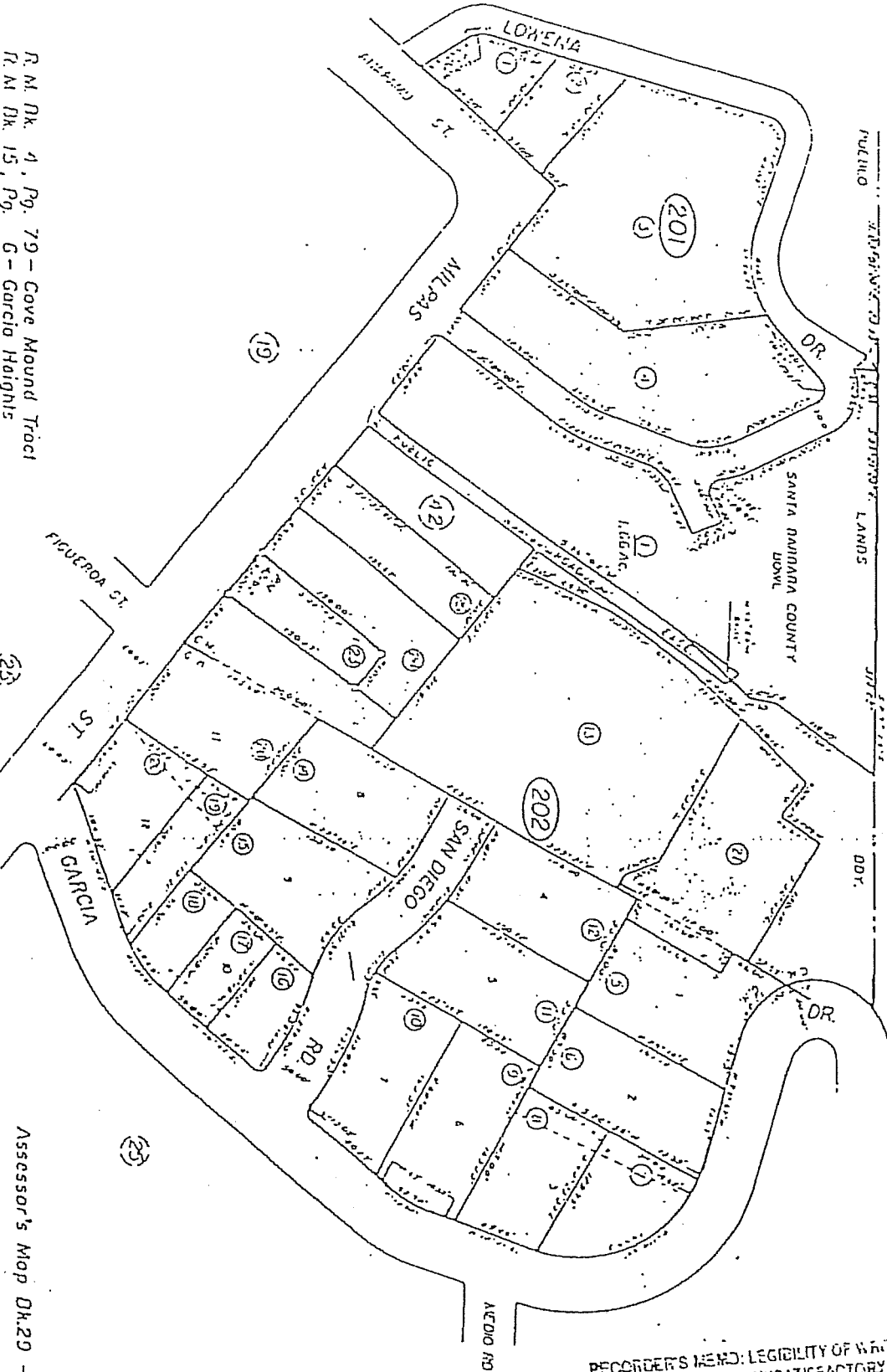


POR. SEC. 15, T. 4 N., R. 27 W., S. B. B. D. M. B  
 POR. PUEBLO LANDS

(11)

NOTE: Exact location of Pueblo Land boundary is uncertain

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



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

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

1/16

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

EXHIBIT A

29-20

1121890

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

MAR 24 1981

MARSH 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.

**RESTATED BYLAWS OF**  
**SANTA BARBARA BOWL FOUNDATION**  
**A California Nonprofit Corporation**  
**(Adopted October 15, 2009)**

**ARTICLE I**  
**OFFICES**

**Section 1.**     **Principal Executive Office.** The principal executive office of the corporation shall be located at 1122 North Milpas Street, Santa Barbara, California 93103, or at such other location or locations as designated from time to time by the Board of Directors (the "Board").

**Section 2.**     **Other Offices.** Branch or subordinate offices may at any time be established by the Board at any place or places. If the principal executive office is located outside this state, and the corporation has one or more business offices in this state, the Board shall fix and designate a principal business office in California.

**ARTICLE II**  
**DIRECTORS**

**Section 1.**     **Powers.** Subject to limitations of the Articles, these Bylaws, and the California General Corporation Law relating to action required to be approved by a board of directors, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

- (a) To select and remove all officers, agents, and employees of the corporation, prescribe the powers and duties for them that are consistent with law, the Articles and the Bylaws, fix their compensation, and require appropriate security from them for faithful service.
- (b) To conduct, manage, and control the affairs and business of the corporation and to make any rules and regulations regarding these matters, consistent with law, the Articles and the Bylaws, as the Board deems to be in the best interests of the corporation.
- (c) To adopt, make, and use a corporate seal and to alter the form of such seal from time to time as they may deem best.
- (d) To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, hypothecations, or other evidences of debt and securities. In the event that this corporation wishes to use its leasehold interest in the Santa Barbara ~~County~~ Bowl or any improvements thereto, regardless of when added, as security for a transaction, the corporation must first secure the consent of the County of Santa Barbara in writing in accordance with the provisions in the Management and Lease Agreement between the County of Santa Barbara and the Santa Barbara Bowl Foundation.

**Section 2.**     **Number and Qualification of Directors.** The authorized number of directors shall be not less than fifteen (15) nor more than twenty-five (25) unless changed by a Bylaw duly adopted by the Board. The exact number of directors shall be fixed, within the limits specified, by amendment of the next sentence duly

adopted by the Board. The number of directors may be any number between fifteen (15) and twenty-five (25) until changed as provided in this Section 2.

Notwithstanding any other provision of these Bylaws, not more than forty-nine percent (49%) of the individuals serving on the Board may be interested persons. For purposes of this section, "interested persons" means either: (i) any person currently being compensated by this corporation for services rendered to it within the previous twelve (12) months, whether as a full time or part time officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to the director as director; or (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation.

In addition to the number of regular directors listed above, the Director of the Parks Services Department of the County of Santa Barbara, or his authorized representative, shall be a nonvoting member of the Board, with all other rights of that position, including but not limited to the right to be notified and to attend all Board meetings. Furthermore, the Board of Supervisors of the County of Santa Barbara shall appoint to the Board an additional voting director (the "County's director") who shall be nominated by the First District Supervisor and approved by the Board of Supervisors. The County's director shall serve for a term of three (3) years commencing from the effective date of the appointment.

It is the express intention (but not a requirement) of the corporation that the Board consist of representatives from various sectors of the Santa Barbara 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, and 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 Board.~~ The Board Development Committee shall from time to time review and consider any candidates who are proposed for nomination to the Board. The Board Development Committee shall meet and confer prior to the annual meeting of the Board in November for the purpose of proposing any nominees for election to the Board. As part of the Board Development Committee's process, it shall seek to nominate a variety of candidates who possess skills and aptitudes which meet the needs of the Bowl and, to the extent reasonably possible, reflect various sectors of the Santa Barbara community.

The directors shall have the right to elect associate directors from time to time. There shall be no restriction on the number of associate directors authorized. Associate directors shall have no voting rights or interest or liability in connection with the affairs of the corporation, but may from time to time be assigned duties by the directors. The Board in its discretion may establish rules and regulations controlling the rights and obligations of the associate directors. The Board may subdivide the associate directors into subclassifications, such as subscribing directors or patron directors as they shall deem appropriate.

The directors shall have the right to elect ex-officio directors during the term of their office. An ex-officio director shall have all the rights and obligations as a member of the Board, but the provisions hereof regarding election, re-election and filling of vacancies shall not apply.

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 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.



Section 3.      Election and Term of Office. At the regular meeting of the directors held in November of each year, the Nominating Committee shall submit nominees to fill any vacancies on the Board for the period commencing January 1 of the next year. Election of the directors shall be held at the regular meeting in November 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. Each director shall hold office for a period of three (3) years or such shorter term as shall be provided at the time of their election. Notwithstanding the foregoing, the County's director shall serve for a term of three (3) years commencing on the effective date of the County director's appointment.

Section 4.      Vacancies. Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any director may resign effective upon giving written notice to the President, the Secretary, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Vacancies in the Board, except those existing as a result of a removal of a director and except for the County's director, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until the next annual meeting and until such director's successor has been elected and qualified.

A vacancy or vacancies in the Board shall be deemed to exist in case of the death, resignation, or removal of any director, or if the authorized number of directors be increased, or if the Board fails, at any annual or special meeting of the Board at which any director or directors are elected, to elect the full authorized number of directors to be voted for at that meeting.

The Board, by a majority of the directors then holding office, may remove any director then holding office, other than the County's director. The Board may declare vacant the office of a director who has been declared of unsound mind by an order of court or convicted of a felony, or found by a final order of judgment of any court to have breached any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of the director's term of office.

Section 5.      Place of Meeting. All meetings of the Board shall be held at any place within Santa Barbara County which has been designated from time to time by the Board. In the absence of such designation, regular meetings shall be held at the principal executive office of the corporation.

Section 6.      Annual Meetings. The Board shall hold an annual meeting for the purpose of organization, introduction of directors, election of directors and officers, and the transaction of other business. Notice of such meetings shall be given not less than five (5) nor more than thirty (30) days prior to the date of the meeting. The regular meeting of the Board in ~~December~~November each year shall be the annual meeting.

Section 7.      Regular Meetings. Regular meetings of the Board shall be held without call or notice on the third Thursday of each month at 4:00 p.m.

Section 8.      Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the President, the Secretary, or by any two (2) directors.

Special meetings of the Board shall be held upon four (4) days' written notice or forty-eight (48) hours' notice given personally or by telephone, telegraph, ~~telex~~email, or other similar means of communication. Any such notice shall be addressed or delivered to each director at such director's address as it is shown upon the records of the corporation or as may have been given to the corporation by the director for purposes of notice or, if such address is not shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held.

Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mails, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the recipient.

The notice shall state the time and place for the meeting, except that the place of the meeting need not be specified if the meeting is to be held at the principal executive office of the corporation. The notice need not specify the purpose of the meeting.

Section 9. Quorum. A majority of the number of regular voting directors then appointed and serving constitutes a quorum of the Board for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, unless a greater number is required by law or by the Articles. Any action in which the corporation is obligated in an amount in excess of Two Thousand Five Hundred Dollars (\$2,500.00) must be passed by a vote of a majority of the entire membership of the Board. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 10. Participation in Meetings by Conference Telephone. Directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as all directors participating in such meeting can hear one another.

Section 11. Waiver of Notice. Notice of a meeting need not be given to any director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 12. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 13. Action Without Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such

action. Such consent or consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board. Any certificate or other document filed under any provision of the California Nonprofit Public Benefit Corporation Law which relates to actions so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting and that the Bylaws authorize the directors to so act.

Section 14. Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect and copy all books, record, and documents of every kind and to inspect the physical properties of the corporation and also of its subsidiary corporations, domestic or foreign. Such inspection by a director may be made in person or by agent or attorney and includes the right to copy and obtain extracts. Demand of inspection shall be made in writing upon the President or Secretary of the corporation.

Section 15. Inspection of Bylaws. The corporation shall keep in its principal office for the transaction of business the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection at all reasonable times during office hours.

Section 16. Committees. The Board may designate one (1) or more committees, each consisting of two (2) or more directors, and delegate to such committees any of the authority of the Board except with respect to:

- (a) The approval of any action for which the California Nonprofit Public Benefit Corporation Law also requires members' approval or approval of a majority of the members;
- (b) The filling of vacancies on the Board or in any committee;
- (c) The fixing of compensation of the directors for serving on the Board or on any committee;
- (d) The amendment or repeal of Bylaws or the adoption of new Bylaws;
- (e) The amendment or repeal of any resolution of the Board which by its express terms cannot be amended or repealed;
- (f) The appointment of other committees of the Board or the members thereof;
- (g) The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or
- (h) The approval of any self-dealing transaction, as such transactions are defined in Section 5233(a) of the California Nonprofit Public Benefit Corporation Law, except as provided in Section 5233(d)(3).

Any such committee must be designated, and the members or alternate members thereof appointed, by resolution adopted by a majority of the authorized number of directors and any such committee may be designated by such name as the Board shall specify. Alternate members of a committee may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board or such committee shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of each committee.

Section 17. Executive Committee. 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 Executive Committee shall be subject to the orders of the Board. The Executive Committee shall fix the hour and place of its meetings. Special meetings of the Executive Committee may be called by the President and shall be called upon the written request of three (3) members of the Executive Committee.

Section 18. Nominating Committee. At the annual meeting of the Board, in addition to the officers, the directors shall elect a Nominating Committee consisting of three (3) or more directors who shall be charged with the responsibility of proposing new officers and nominating all prospective new directors to the Board.

Section 19. Self-Dealing Transactions

19.1 Definitions

Except as provided in subsection 19.2. of this Article, a self-dealing transaction means a transaction to which this corporation is a party and in which one or more of its directors has a material financial interest. Such a director is an "interested director" for the purpose of this section.

19.2 Exempted Transactions

The provisions of this section do not apply to any of the following:

a. an action of the Board fixing the compensation of a director as a director or officer of this corporation; or

b. a transaction which is part of a public or charitable program of this corporation if it is approved or authorized by this corporation in good faith and without unjustified favoritism; and results in a benefit to one (1) or more directors or their families because they are in the class of persons intended to be benefited by the public or charitable program; or

c. a transaction in which the interested director or directors have no actual knowledge, and which does not exceed the lesser of one percent (1%) of the gross receipts of this Corporation for the preceding fiscal year or One Hundred Thousand Dollars (\$100,000).

19.3 Requirements

This corporation shall not enter into a self-dealing transaction unless either:

a. The following facts are established:

(1) the transaction is for the benefit of this corporation;

(2) the transaction is fair and reasonable as to this corporation;

(3) prior to consummating the transaction or any part thereof, the Board authorizes or approves the transaction in good faith by a vote of a majority of the directors then in office without counting the vote of the interested director or directors, and with knowledge of the material facts concerning the transaction and the director's or directors' interest in the transaction. Except as provided in subsection 19.3.b of this Article, action by a committee of the Board shall not satisfy this subsection; and

(4) \_\_\_\_\_ prior to authorizing or approving the transaction, the Board considers and in good faith determines after reasonable investigation under the circumstances that this corporation cannot obtain a more advantageous arrangement with reasonable effort under the circumstances; or

b. The following facts are established:

(1) \_\_\_\_\_ a committee or person authorized by the Board approves the transaction in a manner consistent with the standards set forth in subsection 19.3.a.(1)-(4);

(2) \_\_\_\_\_ it is not reasonably practicable to obtain approval of the Board prior to entering into the transaction; and

(3) \_\_\_\_\_ the Board, after determining in good faith that the conditions of subsection 19.3.b.(1) and (2) of this subsection have been satisfied, ratifies the transaction at its next meeting by a vote of the majority of the directors then in office without counting the vote of the interested director or directors.

#### 19.4 Quorum Required

At a meeting of the Board or committee of the Board that authorizes, approves or ratifies a contract or transaction, a quorum shall be required to act, but interested directors may be counted in determining the presence of the quorum.

#### 19.5 Interlocking Directorates

##### 19.5.1 Requirements

Neither the Board nor a committee thereof shall authorize, approve or ratify any contract or other transaction with another domestic or foreign corporation, firm or association, of which one or more directors are also directors of this corporation unless:

a. the material facts as to the transaction as to such director's other directorship are fully disclosed or known to the Board or committee, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the common director or directors, although such common director or directors may be counted in determining whether a quorum is present; or

b. as to contracts or transactions not approved as provided in subsection 19.5.1.a of this Article, the contract or transaction is just and reasonable as to this corporation.

##### 19.5.2 Nonapplication

This section does not apply to transactions covered by Section 19.2, of this Article.

#### 19.6 Loans to Officers and Directors

This corporation shall not make any loan of money or property to or guarantee the obligation of any director or officer unless approved by the Attorney General; provided, however, that this corporation may advance money to a director or officer of this corporation for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or director, provided that in the

absence of such advance, such director or officer would be entitled to be reimbursed for such expenses by this corporation. The provisions of this section do not apply to the payment of premiums in whole or in part by this corporation on a life insurance policy on the life of a director or officer so long as repayment to this corporation of the amount paid by it is secured by the proceeds of the policy and its cash surrender value.

### ARTICLE III OFFICERS

Section 1. Officers. The officers of the corporation shall be a President, a Vice President, a Secretary and a Chief Financial Officer. The corporation may also have, at the discretion of the Board, a Chairman of the Board, a Chief Operating Officer, one or more additional Vice-Presidents, one or more Assistant Chief Financial Officers, one or more Assistant Secretaries, and such other officers as may be elected or appointed in accordance with the provisions of Section 3 of this Article. Any number of offices may be held by the same person except as provided in Articles or in these Bylaws and except that the Secretary may not serve concurrently as the President or Chairman of the Board.

Section 2. Election. The officers of the corporation, except such officers as may be elected or appointed in accordance with the provisions of Section 3 or Section 5 of this Article, shall be chosen at each annual meeting of the Board, and shall hold their respective offices until their resignation, removal, or other disqualification from service, or until their respective successors shall be elected at the next annual meeting of the Board.

Section 3. Subordinate Officers. The Board may elect, and may empower the President to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

Section 4. Removal and Resignation. Any officer may be removed, either with or without cause, by the Board at any time or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board. Any such removal shall be without prejudice to the rights, if any, of the officer under any contract of employment of the officer.

Any officer may resign at any time by giving written notice to the corporation, but without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office.

Section 6. Chairman of the Board. The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the Board and exercise and perform such other powers and duties as may be from time to time assigned by the Board. If a Chairman of the Board has not been appointed by the Board, the President shall be vested with the foregoing powers and duties.

Section 7. President. Subject to such powers, if any, as may be given by the Board to the Chairman of the Board, if there be such an officer, the President is the general manager and president of the corporation and has, subject to the control of the Board, general supervision, direction, and control of the business and affairs

of the corporation. In the absence of the Chairman of the Board, or if there be none, the President has the general powers and duties of management usually vested in the office of president and general manager of a corporation and such other powers and duties as may be prescribed by the Board.

Section 8.      Vice Presidents. In the absence or disability of the President, the Vice Presidents, in order of their rank as fixed by the Board or, if not ranked, the Vice President designated by the Board, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board.

Section 9.      Secretary. The Secretary shall keep or cause to be kept, at the principal executive office and such other place as the Board may order, a book of minutes of all meetings of the Board and its committees, with the time and place of holding, whether regular or special and, if special, how authorized, the notice thereof given, the names of those present at Board and committee meetings, and the proceedings thereof. The Secretary shall keep, or cause to be kept, the original or a copy of the Articles and Bylaws of the corporation, as amended to date, at the principal business office in the State of California.

The Secretary shall give, or cause to be given, notice of all the meetings of the Board of Directors and of any committees thereof required by these Bylaws or by law to be given, shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board.

Section 10.      Chief Financial Officer. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation. The books of account shall at all times be open to inspection by any director.

The Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board. The Chief Financial Officer shall disburse the funds of the corporation as may be ordered by the Board, shall render to the President and directors, whenever they request it, an account of all transactions as Chief Financial Officer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board.

If required by the Board, the Chief Financial Officer shall give the corporation a bond in the amount and with the surety or sureties specified by the board for faithful performance of the duties of his or her office and for restoration to the corporation of all of its books, papers, vouchers, money and other property of every kind in his or her possession or under his or her control on his or her death, resignation, retirement or removal from office.

Section 11.      Annual Report to Board. The corporation shall provide to the directors ~~within one hundred twenty (120) days after the close of the fiscal year~~ or before October 15 of each year a report containing the following information concerning the prior fiscal year 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 of receipts of the corporation, both unrestricted and restricted to particular purposes during 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 IV OTHER PROVISIONS

Section 1. Endorsement of Documents; Contracts. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignments and endorsements thereof executed or entered into between the corporation and any other person, when signed by the President, Vice President, Secretary or Chief Financial Officer, or by the Executive Director, when authorized by the Board, shall be valid and binding on the corporation. Such instruments may be signed by any other person or persons and in such manner as from time to time shall be authorized by the Board and, unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

Section 2. Representation of Shares of Other Corporations. The President or any other officer or officers authorized by the Board or the President are each authorized to vote, represent, and exercise on behalf of the corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of the corporation. The authority herein granted may be exercised either by any such officer in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officer.

Section 3. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the general provisions of the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws.

Section 4. Amendments. These Bylaws may be amended or repealed by the approval of the Board.

Section 5. Tax-Exempt Status. If the Internal Revenue Service does not approve the application for tax-exempt status for this corporation, then the Board of Directors shall make whatever changes may be deemed necessary by the Service in order to comply with the requirements for tax-exempt status. If the Service does not approve the application for tax-exempt status for this corporation for any other reasons, the property owned by this corporation shall be distributed to the California Community Foundation upon the Service's refusal to grant tax-exempt status.

Section 6. Severability. If any provision of these Bylaws is declared invalid or unenforceable for any reason whatsoever, the remaining provisions shall nevertheless remain in full force and effect.

Section 7. Prohibition Against Sharing in Corporate Earnings. No director, officer, employee of or a member of a committee of, or a person connected with the corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the corporation, provided, that this shall not prevent the payment to any such person of such reasonable compensation for services rendered to



or for the corporation in effecting any of its purposes as shall be fixed by the Board; and no such person or persons shall be entitled to share in the distribution of any corporate assets upon the dissolution of the corporation, whether voluntary or involuntary. The assets of the corporation then remaining in the hands of the Board shall be distributed, transferred, conveyed, delivered, and paid over to such funds, foundations, corporations, or such other institutions authorized and operated exclusively for charitable, religious or educational purposes which qualify for an exemption from federal income tax under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any such future United States Internal Revenue law).

Section 8.      Limitation on Corporate Activities. No part of the activities of this Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, nor shall this corporation participate or intervene in any political campaign (including publishing or distributing statements) on behalf of any candidate for public office.

## ARTICLE V INDEMNIFICATION

Section 1.      Definitions. For purposes of this Article, "agent" includes any person who is or was a director, officer, employee, or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation which was a predecessor corporation of the corporation or another enterprise at the request of such predecessor corporation; "proceeding" includes any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes, without limitation, attorneys' fees and any expenses of establishing a right to indemnification under Section 4 or Section 5(c) of this Article.

Section 2.      Indemnification in Actions by Third Parties. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in a charitable trust), by reason of the fact that such person is or was an agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of any such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3.      Indemnification in Actions by or in the Right of the Corporation. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the corporation or brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of a duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the interests of the

corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3:

- (a) In respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such action was brought shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;
- (b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- (c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval.

Section 4. Indemnification Against Expenses. To the extent that an agent of the corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. Required Determinations. Except as provided in Section 4 of this Article, any indemnification under this Article shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article by:

- (a) A majority vote of a quorum consisting of directors who are not parties to such proceedings;
- (b) The court in which such proceeding is or was pending upon application made by the corporation or the agent of the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the corporation.

Section 6. Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

Section 7. Other Indemnification. No provision made by the corporation to indemnify its or its subsidiary's directors or officers for the defense of any proceeding, whether contained in the Articles, Bylaws, a resolution of members or directors, an agreement, or otherwise, shall be valid unless consistent with this Article. Nothing contained in this Article shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8. Forms of Indemnification Not Permitted. No indemnification or advance shall be made under this Article, except as provided in Section 4 or Section 5(b) in any circumstance where it appears:

- (a) That it would be inconsistent with a provision of the Articles, these Bylaws, a resolution of the Board or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification, or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. Insurance. The corporation shall have power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this Article.

Section 10. Nonapplicability to Fiduciaries of Employee Benefit Plans. This Article does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the corporation as defined in Section 1 of this Article. The corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the California Corporations Code.

#### CERTIFICATION OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of SANTA BARBARA BOWL FOUNDATION, a California nonprofit corporation, and that the foregoing Restated Bylaws, comprising ~~ten~~thirteen (~~10~~13) pages, constitute the Bylaws of said corporation as duly adopted by the Board of Directors on ~~December 12, 2002~~October 15, 2009.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed seal of said corporation on \_\_\_\_\_, ~~2003~~2009.

~~Scott Brittingham, Secretary~~

EXHIBIT C

SANTA BARBARA COUNTY BOWL

MASTER PLAN

ON FILE AT THE

~~COUNTY PARKS~~ GENERAL SERVICES DEPARTMENT

The Original Exhibit D became irrelevant and was deleted

A replacement Exhibit D is include in the  
new version that is a map of the  
cell sites on the property

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 is unchanged in the new version  
Of the Agreement

However, the original version was missing  
page 2 of the exhibit and this has been corrected  
In the new version

EXHIBIT I

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 Notice of Violation
- 9.0 Liquidated Damages

Deleted: 8.0 . Administration¶

9

Deleted: 10

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~~Santa Barbara Bowl (the "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~~County General Services Department shall be responsible for providing a comprehensive sound control plan at the ~~County Bowl~~.~~2.1~~  
~~The Park Department~~ The Santa Barbara Bowl Foundation ("SBBF") shall be responsible for the following:

- 2.1            ~~2.1.1~~ Provide a written Sound Control Plan.
- 2.2            ~~2.1.2~~ Provide a Sound Control Officer and monitor each scheduled performance.
- 2.3            ~~2.1.3~~ Prepare a written report at the conclusion of each performance (Section 7.3 Reports).
- 2.4            ~~2.1.4~~ Review the report for enforcement of this Sound Control Plan.
- 2.5            ~~2.1.5~~ Determine liquidated damages (Section 10.0).
- 2.6            ~~2.1.6~~ Assess lessee artists and collect ~~liquidate~~liquidated damages.
- 2.7            ~~2.1.7~~ Receive and review requests from lessee for waiver of sound monitoring requirements.
- 2.8            ~~2.1.8~~ Retain and keep on file all graphic and alphanumeric strip charts and performances reports for a minimum of three (3) years.
- 2.9            ~~2.1.9~~ Provide all sound monitoring and related equipment to include maintenance and repairs.



~~2.10~~ ~~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 ParksGeneral Services

Shall mean the Director of the ~~Parks~~County General Services Department or authorized representative.

#### 3.6 Bowl Manager

A representative of the County of Santa Barbara who shall be employed by the ~~County~~SBBF 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<sub>10</sub> and L<sub>1</sub>:

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.~~dusk 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~~SBBF who shall be employed by the ~~County~~SBBF 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. Si.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~~ The General Manager and Board of Directors of the SBBF and their 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.~~ Ambient noise levels shall be monitored no less than fifteen (15) minutes before a scheduled performance.

4.3.2 At the start of the scheduled 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 SBBF 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

L10	L1
100 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.~~

5.2.1 ~~5.2.2~~ Nighttime performances, Sunday through Thursday, shall conclude no later than 10:00 p.m. (i.e. "conclude" shall have the meaning specified in Section 5.2.3).

**Deleted:** as authorized by the Director of Parks per Section 5.2.1

5.2.2 ~~5.2.3~~ Nighttime concerts are to be permitted any night during Fiesta week.

**Deleted:** 5.2.4). This authorization shall be in a form of a mid-week variance

5.2.3 ~~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 other than performances as part of SBBF's education outreach programs and those involving elementary, junior high or high school students, 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 amplifications 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~~artist'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~~SBBF.

##### 7.3 Reports

The ~~County Park Department~~SBBF 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 General Services, (example report shown as Exhibit 'B').

Deleted: Parks

##### 7.4 Access

One Santa Barbara County staff representative shall have reasonable 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~~SBBF 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 L10 and L1.

2. Acoustic Calibrator

~~3. Wind velocity measurement device.~~

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

7.5.3 The County<sup>1</sup> shall be responsible for all costs for equipment maintenance and personnel training costs. ~~All~~All costs for onsite monitoring personnel and offsite reviewing shall be assumed by the LesseeSBBF.

## 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 LesseeSBBF. Such notice shall include liquidated damages as determined by Section ~~10.09.0~~ Liquidated Damages. Such damages shall be included and paid by Lesseethe artist at time of performance settlement cost.

## ~~10.9~~ LIQUIDATED DAMAGES

County and LesseeSBBF agree that it is extremely difficult to ascertain the amount of

damages in the event sound level limits are exceeded.

Accordingly, the ~~Lessee~~artist 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 with SBBF for improvements at the ~~County~~-Bowl.

( EXHIBIT 'A' )





(EXHIBIT 'B')

TORA Consulting Services

507 Mesilla 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

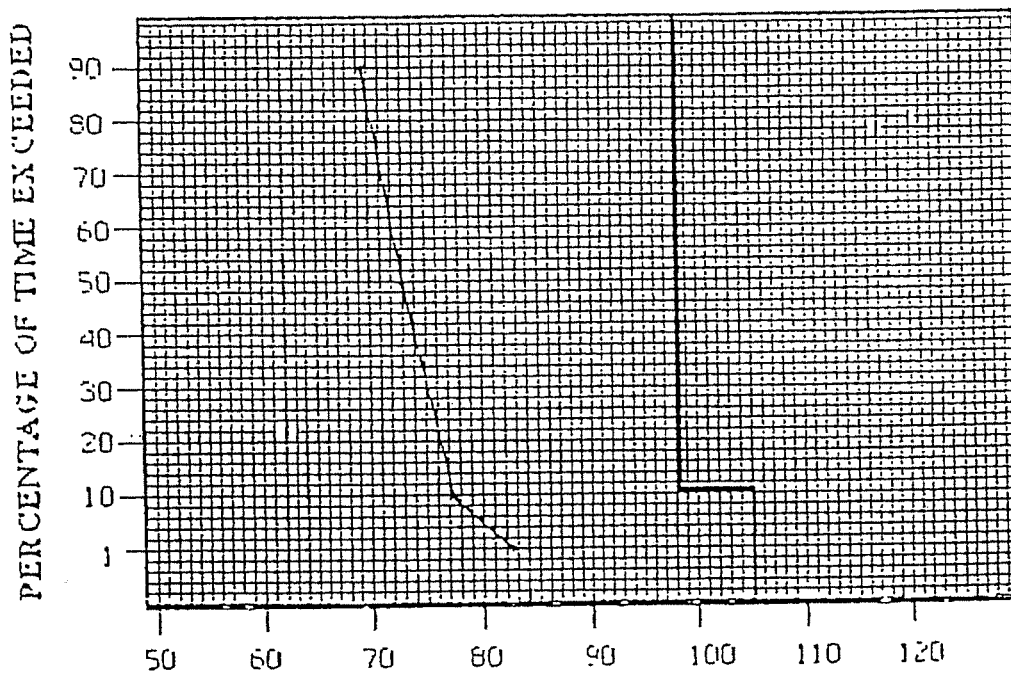
WIND DIRECTION AND VELOCITY: Zero Wind Factor

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

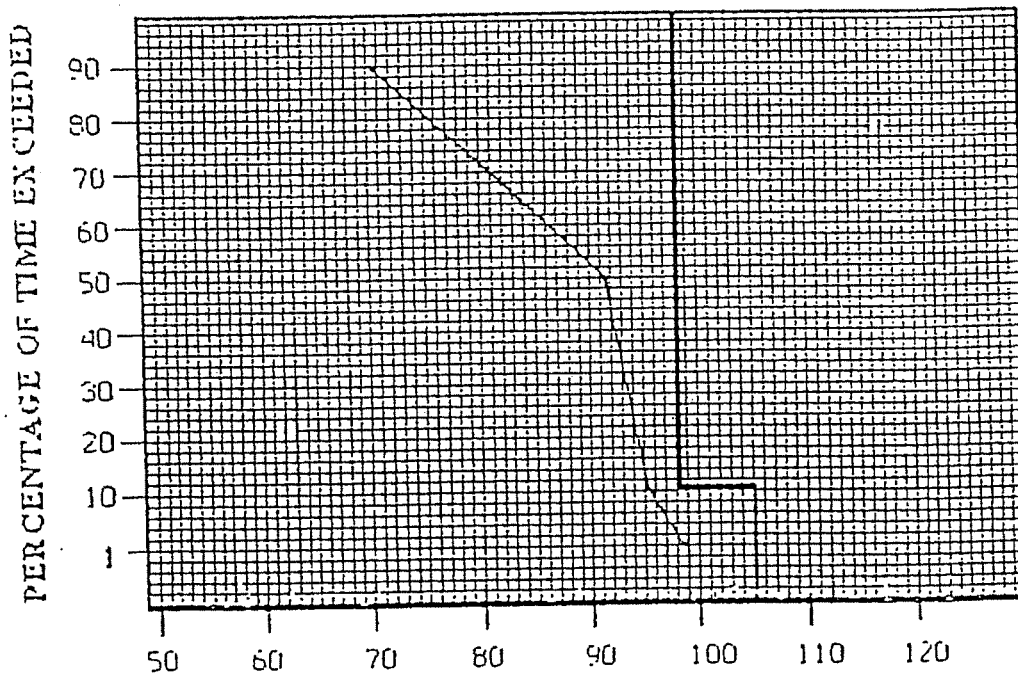
WIND DIRECTION AND VELOCITY: South West 0-2 m.p.h.

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

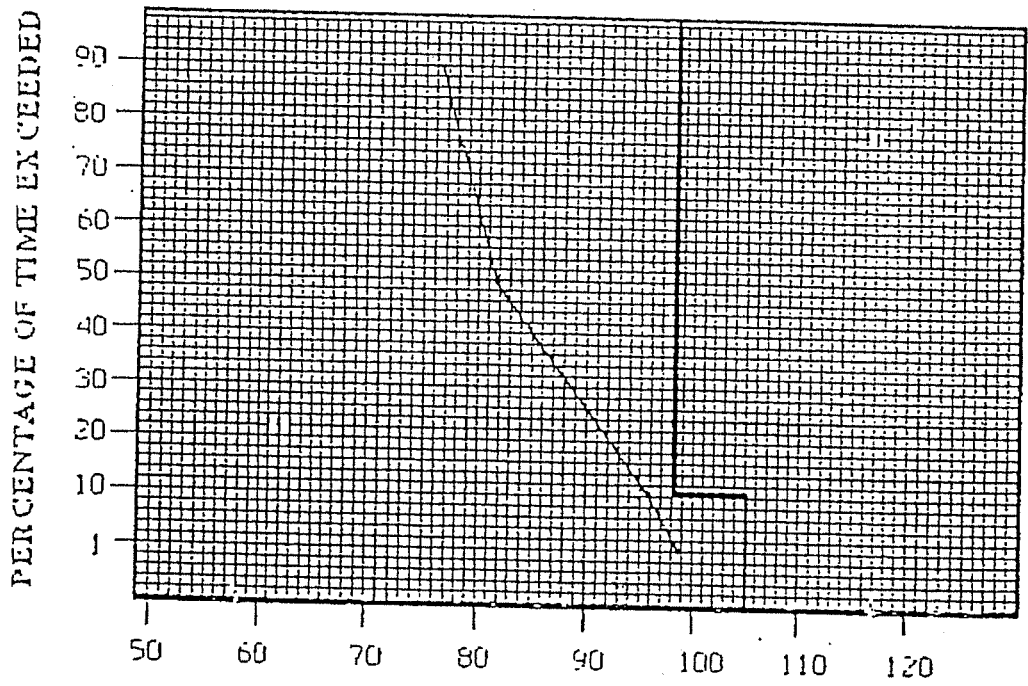
WIND DIRECTION AND VELOCITY: Zero wind factor

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<sub>1</sub><sup>2</sup> + a<sub>2</sub><sup>2</sup> + a<sub>3</sub><sup>2</sup> ... a<sub>n</sub><sup>2</sup>) or \$2,250, whichever is the lesser. For concerts granted a mid-week variance \_\_\_\_\_ concerts, A = (a<sub>1</sub><sup>2</sup> + a<sub>2</sub><sup>2</sup> + a<sub>3</sub><sup>2</sup> + ... a<sub>n</sub><sup>2</sup>);~~

a = (L<sub>10</sub> - 100) 10, or 0, whichever is greater;

n = measurement time period (one hour increments);

~~B = (b<sub>1</sub><sup>2</sup> + b<sub>2</sub><sup>2</sup> + b<sub>3</sub><sup>2</sup> ... b<sub>n</sub><sup>2</sup>) or \$750, whichever is lesser. For concerts granted a mid-week variance: \_\_\_\_\_ concerts, B = (b<sub>1</sub><sup>2</sup> + b<sub>2</sub><sup>2</sup> + b<sub>3</sub><sup>2</sup> + ... b<sub>n</sub><sup>2</sup>);~~

b = (L<sub>1</sub> - 105) 10, or 0, whichever is greater;

c = m<sup>2</sup>;

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 Santa Barbara Bowl Foundation (SBBF) Executive Director of the Park Department.

Rev. August 1994

degonza\bwlsound.pln