LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, FEBRUARY 9, 2026

REGULAR MEETING – 7:00 PM

CLOSED SESSION - 6:30 PM

MEETING PARTICIPATION INFORMATION CAN BE FOUND AT THE END OF THE AGENDA

CIVIC CENTER MEETING HALL
CITY COUNCIL CHAMBER
1016 S. LIVERMORE AVENUE

CITY OF LIVERMORE YOUTUBE CHANNEL:
https://www.youtube.com/c/CityofLivermoreCalifornia

TV29:
Comcast TV Channel 29
tv29live.org

John P Marchand, Mayor
Kristie Wang, Vice Mayor
Ben Barrientos, Council Member
Evan Branning, Council Member
Steven Dunbar, Council Member

1. CLOSED SESSION - 6:30 PM

- Roll Call
- Opportunity for the the Public to Address City Council Regarding Closed Session Items
- Adjourn to Closed Session

Note: This Closed Session my be continued to the end of the Regular Meeting.

1.1 Conference with Legal Counsel – Existing Litigation. To meet with legal counsel pursuant to Government Code section 54956.9(d)(1) to discuss litigation that has been formally initiated. One Case.
Move Eden Housing v. City of Livermore, Alameda County Superior Court Case No. 22CV015399; First District Court of Appeals Case Nos. A167346 and A171937; California Supreme Court Case No. S293996.

2. CALL TO ORDER

ROLL CALL

Council Member Ben Barrientos
Council Member Evan Branning
Council Member Steven Dunbar
Vice Mayor Kristie Wang
Mayor John Marchand

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Presentation of the 2025 Beautification Awards for Community Service.

Recommendation:
Staff recommends City Council accept the Beautification Awards for Community Service presentation.

Staff Report

3.2 Library Board of Trustees annual update presented by 2025 Chair Lainie Pascall.

Recommendation:
Staff recommends the City Council accept the Library Board of Trustees annual update.

Staff Report

3.3 Proclamation declaring February 2026 as American Heart Month, presented to Padmaja Vasireddy, Community Impact Director, American Heart Association.

Recommendation:
Staff recommends City Council declare February 2026 as American Heart Month.

Staff Report
Attachments:
1. Proclamation

4. ADVISORY BODY APPOINTMENTS - NONE

5. OPEN FORUM

- In conformance with the Brown Act, no City Council action can occur on items presented during Open Forum.
- To provide public comment in person, please submit a speaker card. When your name is called, walk to the lectern to address City Council.
- Comments are limited to a maximum of 3 minutes per person, per item. The Mayor may reduce the amount of time based on the number of persons wishing to speak.
- Open Forum will conclude after 30 minutes; however, if there are additional speakers, Open Forum will reconvene before the meeting adjourns.

6. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a single action. Members of the audience wishing to provide public input must submit a speaker card found at the entrance of the Council Chambers. A speaker is limited to a single comment with a maximum of three minutes for the entire Consent Calendar. If Consent Calendar items are pulled for discussion by the City Council, a speaker will be allowed one comment per item on the items pulled for discussion and a separate comment for the remaining Consent Calendar.

6.1 Approval of draft minutes - January 26, 2026 Regular Meeting.

Recommendation:
Staff recommends the City Council approve the draft minutes.

Staff Report
Attachments:
1. DRAFT 2026-01-26

6.2 Resolution awarding and authorizing the execution of an agreement with Daystar Mechanical LLC d/b/a Daystar Solar for solar panel maintenance, repair, cleaning, and reporting services in an amount not-to-exceed $750,000 for a five-year term ending February 28, 2031.

Recommendation:
Staff recommends the City Council adopt a resolution awarding and authorizing execution of an agreement with Daystar Mechanical LLC d/b/a Daystar Solar (Daystar Solar) for solar panel maintenance, repair, cleaning, and reporting in an amount not-to-exceed $750,000 for a five-year term ending February 28, 2031.

Staff Report
Attachments:
1. Resolution

2. Exhibit A - Agreement

6.3 Resolution approving an exception to the Livermore Municipal Code bidding requirements and authorizing sole sourcing of specific EleMech, Inc. Portalogic FS-22 brand of Bulk Water Fill Station for the construction of the Water Reclamation Plant Recycled Water Fill Station Project WW202527.

Recommendation:
The City Engineer recommends the City Council adopt a resolution:

1. Authorizing sole sourcing EleMech, Inc. Portalogic FS-22 Bulk Water Fill Stations for the construction of the Water Reclamation Plant (WRP) Recycled Water Fill Station Project WW202527;
2. Approving, per the recommendation of the City Engineer, an exception to the bidding requirement contained in the Livermore Municipal Code Section 2.68.550(C), because there is no competitive advantage to be gained by inviting bids and the City Engineer has determined that the supplies and equipment are unique and available from a sole source; and
3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

Staff Report
Attachments:
1. Location Map
2. Portalogic FS-22 Fill Station Equipment Sheet
3. Resolution

6.4 Resolution authorizing the execution of first amendments to the Fiscal Year 2018 and Fiscal Year 2020 HOME Investment Partnership grant agreements with Alameda County to extend the terms of the agreements.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute first amendments to the FY 2018 and FY 2020 HOME Investment Partnership (HOME) grant agreements with Alameda County to extend the terms of the agreements to the following:

1. FY 2018 HOME Grant Agreement- extend term of the agreement to June 30, 2026
2. FY 2020 HOME Grant Agreement- extend term of the agreement to December 31, 2026

Staff Report
Attachments:
1. Resolution
2. Exhibit A - First Amendment- FY 2018 HOME Grant Agreement (C-17271)
3. Exhibit B - First Amendment- FY 2020 HOME Grant Agreement (C-20485)

6.5 Resolution approving the naming of the Community Meeting Room at the Livermore Railroad Depot in honor of Alan Frank.

Recommendation:
Staff recommends the City Council approve the resolution to name the newly renovated

Community Meeting Room at the Livermore Railroad Depot in honor of Alan Frank. The Railroad Depot building and land is owned by the City of Livermore and is located at 2500 Railroad Avenue at the Livermore Transit Center.

Staff Report
Attachments:
1. Resolution

6.6 Resolution authorizing the execution of Project and Program Grant Agreements with East Bay Holocaust Education Center in the amount of $10,000, Las Positas College in the amount of $10,000, Livermore-Amador Symphony in the amount of $8,579, Livermore Art Association in the amount of $9,000, Livermore Valley Opera in the amount of $10,000, and Shruti Abhishek Dance in the amount of $8,000, consistent with the City's Public Art Policy.

Recommendation:
The Commission for the Arts and staff recommend the City Council adopt a resolution authorizing the City Manager to execute the following Project and Program Grant Agreements:

1. East Bay Holocaust Education Center, in the amount of $10,000 for "Violins of Hope" free exhibits and community education.
2. Las Positas College, in the amount of $10,000 for a literary arts festival.
3. Livermore-Amador Symphony, in the amount of $8,579 for "Spring Awakenings" concert and display.
4. Livermore Art Association, in the amount of $9,000 for the Spring Arts program
5. Livermore Valley Opera, in the amount of $10,000 for an education and community engagement program.
6. Shruti Abhishek Dance, in the amount of $8,000 for a free cultural and education program for youth.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - East Bay Holocaust Education Center Grant Agreement
3. Exhibit B - Las Positas College Grant Agreement
4. Exhibit C - Livermore-Amador Symphony Grant Agreement
5. Exhibit D - Livermore Art Association Grant Agreement
6. Exhibit E - Livermore Valley Opera Grant Agreement
7. Exhibit F - Shruti Abhishek Dance Grant Agreement

7. PUBLIC HEARINGS - NONE

8. MATTERS FOR CONSIDERATION - NONE

9. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, AND COUNCIL MEMBERS

10. ADJOURNMENT

To a Regular City Council meeting on Monday, February 23, 2026 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

11. SUPPLEMENTAL MATERIALS

11.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:
1. Supplemental Materials

12. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

You can participate in the meeting in a number of ways:

Open Forum is an opportunity for the public to speak regarding items not listed on the agenda. Speakers are limited to a maximum of 3 minutes per person. To address the City Council in person, you must submit a speaker card to the City Clerk prior to the start of that item. Please note that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

Public Hearings - The topic of the hearing is typically summarized by staff, followed by a presentation by the applicant, and questions from the City Council. The Mayor will then open the hearing to the public and offer an opportunity for public comments. Speakers are limited to a maximum of 3 minutes per person. To address the City Council in person, you must submit a speaker card to the City Clerk prior to the start of the presentation of the item.

Other Agenda Items are also open for public input including Advisory Body Appointments, Consent Calendar, or Matters for Consideration items. These comments are also subject to the 3-minute limit. Public comment is not accepted on Proclamations and Presentations.

Special Meetings, Workshops - The public will have the opportunity to address the City Council regarding the item that is the subject of the special meeting or workshop. Public comments are limited to a maximum of 3 minutes per person.

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

Email Comments may be submitted by the public to the City Clerk's Office (cityclerk@LivermoreCA.gov). Items received no later than 12:00 pm on the day of the meeting will be provided to the City Council and available on the City website prior to the meeting. These items will NOT be read into the record.

eComments may be submitted by the public using the eComment link here. Comments may be up to 1000 characters in length and will be accepted up until 4:00 pm the day of the meeting. These items will NOT be read into the record and are viewable by the City Council and the public upon submittal.

Submission of Comments During the Meeting:

Speakers are limited to a maximum of 3 minutes per person. To submit a comment you must complete a speaker card for each item. Speaker cards are available in the Civic Center Meeting Hall lobby. Indicate on the card the item number you wish to comment on and submit the card directly to the City Clerk prior to the start of the item. Please note that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

The City will be using YouTube and TV29 as two tools to provide the public access to view City Council meetings. No public comment will be accepted via YouTube.

TV29: tv29live.org Comcast Cable 29

YouTube: http://youtube.com/c/CityofLivermoreCalifornia

If you would like to deliver written materials to the City Council as part of your public comment, please provide 10 copies to the City Clerk with your speaker card.

The **City Council Agenda and Agenda Reports** are prepared by City staff and are available for public review on Tuesday evening, six days prior to the City Council meeting in the Civic Center Library, 1188 South Livermore Avenue, Livermore, and at the City Clerk's Office, 1052 South Livermore Avenue, Livermore. The Agenda is also available on the City's website, http://LivermoreCA.gov/agenda.

Under Government Code §54957.5, any **supplemental material** distributed to the members of the City Council after the posting of this agenda will be available for public review in the City Clerk's Office, 1052 South Livermore Avenue, Livermore, and included in the agenda packet available on the City's web site at http://LivermoreCA.gov/agenda.

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (CODIFIED AT 42 UNITED STATES CODE SECTION 12101 AND 28 CODE OF FEDERAL REGULATIONS PART 35), AND SECTION 504 OF THE REHABILITATION ACT OF 1973, THE CITY OF LIVERMORE DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, SEX, DISABILITY, AGE OR SEXUAL ORIENTATION IN THE PROVISION OF ANY SERVICES, PROGRAMS, OR ACTIVITIES. TO ARRANGE AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING, PLEASE CONTACT THE ADA COORDINATOR AT ADACOORDINATOR@LIVERMORECA.GOV OR CALL (925) 960-4170 (VOICE) OR (925) 960- 4104 (TDD) AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE MEETING.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.1**

DATE: February 9, 2026

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Presentation of the 2025 Beautification Awards for Community Service.

RECOMMENDED ACTION

Staff recommends City Council accept the Beautification Awards for Community Service presentation.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Marisa Gan
Management Analyst II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.2**

DATE: February 9, 2026

TO: Honorable Mayor and City Council

FROM: Anwan Baker, Library Director

SUBJECT: Library Board of Trustees annual update presented by 2025 Chair Lainie Pascall.

RECOMMENDED ACTION

Staff recommends the City Council accept the Library Board of Trustees annual update.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Allen McFarland
Management Analyst II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.3**

DATE: February 9, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Proclamation declaring February 2026 as American Heart Month, presented to Padmaja Vasireddy, Community Impact Director, American Heart Association.

RECOMMENDED ACTION

Staff recommends City Council declare February 2026 as American Heart Month.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Deborah Davis
Executive Assistant

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Proclaiming

AMERICAN HEART MONTH

February 2026

***WHEREAS**, cardiac arrest is a leading cause of death worldwide, and each year more than 350,000 cardiac arrests occur outside of hospitals in the United States, with approximately 10 percent of people surviving; and*

***WHEREAS**, about 70 percent of out-of-hospital cardiac arrests occur at home, meaning that people nearby—often family members—are the first and most critical link in the chain of survival; and*

***WHEREAS**, immediate cardiopulmonary resuscitation (CPR) can double or even triple a person's chance of survival, yet only about 41 percent of people who experience cardiac arrest receive immediate CPR from someone nearby, and fewer than 12 percent receive aid from an automated external defibrillator (AED) before advanced help arrives; and*

***WHEREAS**, the American Heart Association has set a bold goal to double survival from out-of-hospital cardiac arrest through its Nation of Lifesavers™ initiative by 2030, empowering people everywhere to confidently perform CPR and use AEDs; and*

***WHEREAS**, straightforward, community-based solutions—such as CPR and AED education, public access to defibrillators, and cardiac emergency response plans (CERPs) in schools, workplaces, and public spaces—can save lives and strengthen community readiness; and*

***WHEREAS**, studies show that women are less likely than men to receive CPR before advanced help arrives due to fear of causing harm, perceived legal risk, or discomfort about physical contact—factors that must be addressed through education and awareness.*

***NOW, THEREFORE**, the City Council of the City of Livermore proclaims February 2026 to be AMERICAN HEART MONTH in the City of Livermore, and encourages all residents to learn CPR, promote awareness of cardiac arrest and emergency response, and join the effort to build a Nation of Lifesavers™, ensuring that every person, everywhere, is prepared to act in a cardiac emergency.*

Mayor John Marchand

Vice Mayor Kristie Wang

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

Council Member Ben Barrientos

Council Member Evan Branning

Council Member Steven Dunbar

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.1**

DATE: February 9, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of draft minutes - January 26, 2026 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

DECISION TYPE

Administrative

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2026-01-26

Prepared by: Ashley Zieba
Acting City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
JANUARY 26, 2026

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Vice Mayor Kristie Wang at 6:30 pm, held in person at 1016 S. Livermore Avenue.

ROLL CALL – Present: Vice Mayor Kristie Wang, Council Members Ben Barrientos, Evan Branning, and Steven Dunbar.

Absent: Mayor John Marchand, excused.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL REGARDING CLOSED SESSION ITEM.

Vice Mayor Wang opened the public comment period.

There were no speakers, and the public comment period was closed.

1. ADJOURN TO CLOSED SESSION

1.1 Conference with Legal Counsel – Existing Litigation. To meet with legal counsel pursuant to Government Code section 54956.9(d)(1) to discuss litigation that has been formally initiated. One Case. Rojas v. AFF Trans, LLC, Eriksen v. AFF Trans, LLC, Alameda County Superior Court Case No. RG21102542 (Two cases consolidated into one); City of Livermore v. The Superior Court of Alameda County, First District Court of Appeals Case No. A175197.

REGULAR MEETING

2. CALL TO ORDER – The meeting of the City Council was called to order by Vice Mayor Kristie Wang at 7:00 pm, held in person at 1016 S. Livermore Avenue.

ROLL CALL – Present: Vice Mayor Kristie Wang, Council Members, Ben Barrientos, Evan Branning, and Steven Dunbar.

Absent: Mayor John Marchand, excused.

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Kim Cilley stated there was no reportable action.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Presentation of Military Banners to Families.

Carl Brown, Public Works Director, gave a brief presentation and presented banners to families in attendance.

3.2 Alameda County Transportation Commission (ACTC) Rail Safety Enhancement Program – Phase A Project update presented by Angelina Leong, Principal Program Analyst.

Angelina Leong, Principal Program Analyst for ACTC gave a brief presentation.

4. ADVISORY BODY APPOINTMENTS – NONE

5. OPEN FORUM

Vice Mayor Wang opened the public comment period.

Joe Lee provided a comment.

Ann Butcher provided a comment.

Chirag Kathrani provided a comment.

There were no more speakers, and the public comment period was closed.

6. CONSENT CALENDAR

Vice Mayor Wang opened the public comment period.

There were no speakers, and the public comment period was closed.

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY COUNCIL MEMBER BRANNING AND CARRIED ON A 4-0 VOTE, WITH MAYOR MARCHAND ABSENT, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR.

6.1 Approval of draft minutes - January 12, 2026 Regular Meeting.

6.2 Resolution 2026-005 authorizing execution of a Memorandum of Understanding with Alameda County Transportation Commission and

Construction and Maintenance Agreements with Union Pacific Railroad and Alameda County Transportation Commission for the construction of the L Street and Junction Avenue railroad crossings as part of the Rail Safety Enhancement Program – Phase A Project of Alameda County Transportation Commission and Livermore SM2025-22.

6.3 Resolution 2026-006 authorizing execution of an agreement with Block by Block-CA, Inc. in an amount not to exceed $642,315 for FY 2025-26 and FY 2026-27 to provide essential health and sanitation services through the Community Ambassador Program.

6.4 Resolution 2026-007 authorizing the allocation of General Funds and Social Opportunity Endowment Funds in the total amount of $255,578 for Fiscal Years 2025-27 and authorizing the execution of documents required to receive, use and distribute funds.

6.5 Resolution 2026-008 accepting the Annual Comprehensive Financial Report (ACFR) and Other Audit Reports for the Fiscal Year ended June 30, 2025.

7. PUBLIC HEARINGS – NONE

8. MATTERS FOR CONSIDERATION - NONE

9. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, STAFF AND COUNCIL MEMBERS

THE MAYOR AND CITY COUNCIL MEMBERS PROVIDED A SUMMARY OF RECENTLY ATTENDED EVENTS AND MEETINGS IN ADDITION TO THE INFORMATION PROVIDED IN THE SUPPLEMENTAL PACKET. COUNCIL MEMBERS WHO DID NOT PROVIDE A SUMMARY IN THE SUPPLEMENTAL PACKET ARE INCLUDED BELOW.

California Teachers Association Council Member Branning discussed his attendance at the January 2026 State Council of Education

10. ADJOURNMENT – at 7:32 pm to a Regular City Council Meeting on Monday, February 9, 2026 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

APPROVED: _____
KRISTIE WANG, VICE MAYOR

ATTEST: _____
ASHLEY ZIEBA, ACTING CITY CLERK

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.2**

DATE: February 9, 2026

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Resolution awarding and authorizing the execution of an agreement with Daystar Mechanical LLC d/b/a Daystar Solar for solar panel maintenance, repair, cleaning, and reporting services in an amount not-to-exceed $750,000 for a five-year term ending February 28, 2031.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution awarding and authorizing execution of an agreement with Daystar Mechanical LLC d/b/a Daystar Solar (Daystar Solar) for solar panel maintenance, repair, cleaning, and reporting in an amount not-to-exceed $750,000 for a five-year term ending February 28, 2031.

DECISION TYPE

Administrative

SUMMARY

On October 7, 2025, City staff issued a Request for Proposal for solar panel maintenance, repair, cleaning, and reporting. Two service providers responded. Staff have completed their review of the proposals received and recommends awarding and executing the contract to Daystar Solar.

DISCUSSION

The Maintenance Division of the Public Works Department is tasked with maintaining and repairing the solar arrays that were installed in 2012 at the Civic Center campus, the Maintenance Service Center, and the Livermore Municipal Airport. The three solar arrays comprise a total of 5,676 solar panels and have a combined capacity of up to 1,440 kilowatts serving the three City facilities. The solar arrays require cleaning on an annual basis along with preventative and as needed maintenance to sustain energy production and maintain the infrastructure.

The City received two proposals and the proposed pricing is summarized in the table below.

	Daystar Solar	Opterra
Annual Pricing Year 1	$56,400	$55,859
Annual Pricing Year 2	$58,030	$58,652
Annual Pricing Year 3	$59,707	$61,585
Annual Pricing Year 4	$61,432	$64,664
Annual Pricing Year 5	$63,208	$67,897
Journeyman Hourly Rate	$121.33	$185.00
Apprentice Hourly Rate	$106.30	$154.00

Total scheduled service value of the agreement through the 5-year term is $298,777, leaving $451,223 for on-call services and repairs.

The service provider selection process included a thorough review of the proposals and reference checks. The criteria used for evaluation included:

- The qualifications, capacity, and skill of the proposer to provide the required services;
- The proposed costs of the required services; and,
- Ability of the proposer to provide services and materials in a timely manner.

Daystar Solar was the lowest bid and represents the best value bid as they have a demonstrated record of providing quality service to public agencies and have the knowledge, expertise, and staffing to meet the needs of the City of Livermore.

Staff recommends the City accept the bid from Daystar Solar and award and execute a contract to Daystar Solar beginning on February 15, 2026, through February 28, 2031.

FISCAL AND ADMINISTRATIVE IMPACT

The flat rate annual cost of this contract is $56,400 in Year 1 and additional costs for on-call repairs as needed are allocated in Fund 740, Facilities Rehabilitation Program. Funding for on-call services are available in the Capital Improvement Program budget and the Facilities Rehabilitation Program operating budget as needed. Costs will be programmed into the operating budget for future fiscal years. Cost savings will be realized with reduced energy costs over the life of the agreement.

COMMUNITY PILLAR

5: A City That Works

GOAL

14: Develop, operate, and maintain the City’s infrastructure

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Marisa Gan
Management Analyst II

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AWARDING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH DAYSTAR MECHANICAL LLC D/B/A DAYSTAR SOLAR FOR SOLAR PANEL MAINTENANCE, REPAIR, CLEANING, AND REPORTING SERVICES IN AN AMOUNT NOT-TO-EXCEED $750,000 FOR A FIVE-YEAR TERM ENDING FEBRUARY 28, 2031

The Maintenance Division of the Public Works Department is tasked with maintaining and repairing the solar arrays that were installed in 2012 at the Civic Center Campus, the Maintenance Service Center, and the Livermore Municipal Airport. The solar arrays require regular cleaning and maintenance to sustain energy production.

The City of Livermore issued a Request for Proposals for solar panel maintenance, repair, cleaning, and reporting services. Two proposals were submitted. Daystar Mechanical LLC d/b/a Daystar Solar submitted the lowest bid and was selected as the best value bidder for these services because of its experience, knowledge, expertise, and ability to meet the needs of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it:

1. Awards to Daystar Mechanical LLC d/b/a Daystar Solar the agreement, attached hereto as Exhibit A, for solar panel maintenance, repair, cleaning, and reporting services, in an amount not-to-exceed $750,000 for a term of approximately five years.

2. Authorizes the City Manager, or her designee, to execute an agreement with Daystar Mechanical LLC d/b/a Daystar Solar, attached hereto as Exhibit A, for solar panel maintenance, repair, cleaning, and reporting services, in an amount not-to-exceed $750,000 for a term of approximately five years.

3. Authorizes the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 9, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Amy Heavener
City Clerk

APPROVED AS TO FORM:

/s/ Molly O'Toole
Molly A. O' Toole
Assistant City Attorney

Exhibit A – Agreement with Daystar Mechanical LLC d/b/a Daystar Solar

Docusign Envelope ID: 01761319-7DF8-4A20-BA90-A785A1E98EA1

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 20 , by and between the City of Livermore ("City"), a municipal corporation, and Daystar Mechanical LLC d/b/a Daystar Solar ("Contractor"), a California limited liability company.

RECITALS

City requires solar panel maintenance, repair, cleaning, and reporting services.

Contractor represents and warrants that it possesses the distinct skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Contractor acknowledges City has relied upon these representations and warranties as inducement to award this Agreement to Contractor.

AGREEMENT

NOW, THEREFORE, City and Contractor hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. Retention as Contractor. City hereby retains Contractor, and Contractor hereby accepts such engagement, to perform the Services described and defined below in Section 3 *Description of Services* subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors.

(a) The relationship of the parties shall be that of independent contractors. Contractor is and shall at all times remain as to City a wholly independent contractor during the term of this Agreement.

(b) Contractor and its personnel performing the Services on behalf of Contractor are not City officers or employees. Contractor's personnel shall at all times be under Contractor's exclusive direction, control, supervision, and management. Contractor, at its own cost and expense, is responsible for all workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services by Contractor's personnel.

(c) Contractor and its personnel providing the Services shall not qualify for or become entitled to, and hereby waive any claims to, any compensation, benefit, or any incident in employment by City, including but not limited to enrollment in the California Public Employees Retirement System (PERS) as an employee of City and any entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

(d) Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, and shall have no authority, express or implied, to bind City to any obligation whatsoever.

Docusign Envelope ID: 01761319-7DF8-4A20-BA90-A785A1E98EA1

3. Description of Services. Contractor shall provide the services described in the recitals and more particularly set forth in Exhibit A *Scope of Work*, which are collectively defined as "the Services" for the purposes of this Agreement.

4. Contractor's Responsibilities. Contractor, at its own cost and expense, shall:

(a) Coordinate the Services with Jason Calkins, Public Works Supervisor - Facilities ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner commensurate with industry, trade, and community standards. Consultant shall follow the highest industry standards when performing the Services required hereunder and covenants that all goods, materials, and equipment will be both of good quality as well as fit for the purpose intended. For the purposes of this Agreement the phrase "highest industry standards" means those standards recognized by one or more first-class contractors performing similar Services under similar circumstances within City's region;

(c) Provide the resources and assign competent Contractor personnel necessary to complete the Services in a timely manner;

(d) Immediately remove and replace, without any cost to City, any member of Contractor's personnel providing the Services to City, in its sole discretion and at any time during this Agreement, directs Contractor to remove and replace, and City agrees to advise Contractor of the reason for the direction for the removal and replacement;

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Contractor's personnel to provide the Services;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally required and required by trade, craft, or classification for Contractor to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

(g) Obtain and complete the appropriate City forms for the City to pay Contractor electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable staff at (925) 960-4345. If Contractor opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in force and effect until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

(h) Provide City with a complete Request for Taxpayer Identification Number and Certification Form W-9 using the form most recently issued by the Internal Revenue Service;

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(i) Comply with all applicable state and federal laws, as well as Alameda County and City of Livermore ordinances, regulations, and adopted codes, when providing the Services;

(j) Only invoice City for the Services rendered. Contractor's invoice shall be in writing and describe the Services performed for the payment requested, and if requested by the Project Manager, Contractor shall certify the correctness of any invoice or invoices for Services provided. Contractor shall not submit an invoice to City more frequently than once a calendar month;

(k) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least three years from the date of City's final payment to Contractor and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Contractor shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Contractor shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants to take possession, then Contractor and City shall coordinate delivery of the invoices and records to City in the most efficient manner possible;

(l) Be available to the Project Manager, City staff, and other parties referred to Contractor by the Project Manager to answer questions or inquiries related to the Services or invoices;

(m) Prepare and submit a written report to the Project Manager, within three business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

(n) Correct all errors in the Services. If Contractor fails to make such correction in a timely manner, then City may make the correction and then charge the cost thereof to Contractor or deduct that cost from the compensation payable to Contractor; and,

(o) Comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA, when providing the Services.

5. Taxes, Fees and Assessments. Contractor is solely responsible for the payment of any taxes, fees, assessments, and other charges, including penalties and interest, that may be imposed by law and arise from or incurred by Contractor's performance of the Services. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties defined in Section 20 below against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against Contractor. The indemnity in this Section 5 are in addition to and do not in any way limit Contractor's obligations in Section 20 below

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6. Prevailing Wages.

(a) Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations (collectively "Prevailing Wage Laws") that require the payment of prevailing wage rates (§§ 1771, 1774, and 1775), employment of apprentices (§§ 1777.5 and 1775.6), certified payroll records (§ 1776), hours of labor (§§ 1813 and 1815), registration and debarment of contractors and subcontractors (§ 1777.1), and the performance of other requirements on public works and maintenance projects as defined the Prevailing Wage Laws.

(b) The prevailing wage rates for crafts, classifications, and types of workers are available online at http://www.dir.ca.gov/DLSR, and Contractor is responsible for determining whether the workers are entitled to the payment of prevailing wages and Contractor must pay no less than the specified rates to all entitled workers performing the Services. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

(c) Contractor shall ensure that all work for compensation is taken in compliance with the requirements of the Prevailing Wage Laws including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

(d) If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Contractor shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement.

(e) Work on public works and maintenance projects as defined by the Prevailing Wage Laws is subject to compliance monitoring and enforcement by the California Department of Industrial Relations pursuant to California Labor Code section 1771.4. No contractor may be awarded a contract for public works and maintenance projects as defined by the Prevailing Wage Laws unless currently registered with the California Department of Industrial Relations pursuant to California Labor Code section 1725.5.

(f) Contractor agrees to indemnify, defend, and hold City harmless from any claim that prevailing wages should have been paid, and Contractor shall be liable for the payment of the same and penalties thereon. It is Contractor's responsibility to be familiar with the California Labor Code and the Prevailing Wages Laws, and failure or neglect of Contractor to understand the California Labor Code shall and Prevailing Wage Laws in no way relieve Contractor from any obligations thereunder or under this Agreement.

(g) Contractor acknowledges that failure to pay prevailing wages to an entitled worker performing the Services may result in the Contractor being ineligible to contract with City.

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7. Familiarity with Services. Contractor represents that it: (i) has thoroughly investigated and considered the Services to be performed; (ii) has carefully considered how the Services should be performed; and, (iii) fully understands the facilities, difficulties, and restrictions associated with performing the Services. If Services involve work on City property, Contractor further represents that it has investigated the property and is fully acquainted with its condition. If Contractor discovers any latent or unknown conditions that materially affect performance of the Services, then Contractor shall immediately notify City of such discovery and shall not proceed with the Services except at Contractor's risk until Contractor receives written instructions from the Project Manager.

8. Service Warranties.

(a) Contractor warrants that it possesses all capital and other equipment, labor, goods, materials, supplies, and licenses necessary to carry out and complete the Services in compliance with any and all federal, state, county, and city laws, ordinances, and regulations.

(b) Contractor warrants, in addition to all warranties provided or implied by law or public policy, that all Services (including but not limited to all goods, materials, and equipment supplied by the Services) shall be free from defects in design and workmanship. During the term of this Agreement and for one year following its completion, expiration, or termination, Contractor agrees to replace or repair any Services (including but not limited to all goods, materials, and equipment supplied by the Services) that fail due to defects in material or workmanship, which replacement or repair shall be completed by Contractor within 30 days of notice of the failure by City.

9. Safety Provisions. Contractor shall conform to the rules and regulations pertaining to safety established by Occupational Safety & Health Administration (OSHA) and the California Division of Industrial Safety.

10. Preservation of City Property. Contractor shall provide, install, and utilize suitable safeguards, approved by City, to protect City property from injury or damage when providing the Services. If City property is injured or damaged as a result of Contractor's Services, then the Contractor shall, at its own cost and expense, replace or restore that property to a condition as good as when Contractor began providing the Services, which work shall be completed within a reasonable time. In all situations arising out of this Agreement, City and Contractor shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

11. Inspection. Contractor shall furnish City every reasonable opportunity for City to ascertain that the Services by Contractor are being performed in accordance with the requirements and intentions of this Agreement. All work performed and all goods, materials, and equipment provided shall be subject to City inspection and approval. City inspection of such work, goods, materials, and equipment shall not relieve Contractor of any of its obligations to fulfill the requirements in this Agreement.

12. Audit. In addition to the requirements in Section 4(k) above, Contractor shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports,

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reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of three years after the date of final payment to Contractor. Contractor agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy, or transcribe any of Contractor's records pertaining to this Agreement at any time during normal business hours. Contractor shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could result in cause for termination.

13. Term. The term of this Agreement commences on February 15, 2026, and terminates upon the completion of the Services or February 28, 2031, whichever occurs first.

14. Termination by City. City may terminate any portion or all of the Services by giving Contractor at least 30 calendar-days' written notice. Upon receipt of a termination notice, Contractor shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and Contractor shall then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Contractor in accordance with and subject to Section 15.

15. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $750,000.00 ("not-to-exceed amount").

(b) City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit B Fee Schedule, and shall reimburse Contractor for travel expenses and other costs that are identified in Exhibit B, up to the not-to-exceed amount.

(c) Contractor and City acknowledge that compensation paid by City to Contractor pursuant to this Agreement is based upon Contractor's estimated costs to provide the Services, including the salaries and benefits paid by Consultant to its personnel. Consequently, Contractor and City further agree that compensation paid by City to Contractor is intended to include the costs of contributions to any pensions or annuities, or both, to which Contractor and its personnel may be eligible, and that City has no responsibility for contributions beyond the compensation paid to Contractor under this Agreement. As provided in this Agreement, the hourly rates, task amounts and reimbursement for specified travel expenses and costs in the Fee Schedule are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services, including all taxes Contractor is required to pay.

(d) City shall pay Contractor no later than 30 days after City receives a written invoice from Contractor and verifies the Services were performed for the payment requested.

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(e) City shall pay Contractor via the Automated Clearing House or as otherwise instructed by Contractor pursuant to Section 4(g) above.

16. Ownership.

(a) Contractor shall bear the risk of loss or damage to any goods, materials, or equipment associated with the Services until delivered to and accepted by City.

(b) All drawings, designs, data, photographs, reports and other items prepared or obtained by Contractor in the performance of the Services are City's property and Contractor shall deliver them to City upon demand.

(c) All goods, materials, and equipment purchased for or produced as a result of the Services, including all warranties therefore, are City's property and Contractor shall deliver them to City upon demand.

17. Intellectual Property, Copyright, and Right of Use. All items created by Contractor for City under this Agreement are works made for hire, and Contractor shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Contractor agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Contractor to City and Contractor obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

18. Confidentiality. Contractor shall not disclose any confidential or proprietary information received from City to anyone except Contractor's personnel who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are returned to City or confirmed destroyed in a manner satisfactory to City.

19. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, indemnify, and defend with counsel selected by or otherwise acceptable to City, City and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers (collectively "Indemnified Parties") from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively "Liability") of every nature arising out of or in connection with Contractor's performance of the Services, or in connection with Contractor's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of the Indemnified Parties. Contractor's obligations to hold harmless, indemnify, and defend shall not be excused because of Contractor's inability to evaluate Liability or because Contractor evaluates Liability and determines that Contractor is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Contractor must respond within 30 days to the tender of any claim for defense and indemnity by City.

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(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Contractor's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

(b) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then Contractor's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

20. Insurance. Without limiting Contractor's indemnification of the Indemnified Parties, Contractor shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Contractor shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

21. Force Majeure; Service Delays. Should Contractor's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Contractor's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Contractor. Nothing in this section restricts City's authority in Section 14 to terminate this Agreement.

22. Acceptance of Final Payment. Contractor's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

23. Acceptance of Work. City's acceptance of, or payment to Contractor for, the Services does not release Contractor from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Contractor's responsibility or liability by City for any defect or error in the Services.

24. Conflict of Interest. Contractor represents that no City employee or official has a financial interest in Contractor. Contractor shall not offer, encourage, or accept any financial interest in any part of Contractor's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Contractor represents that it has not performed any work for that private party during the twelve-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

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25. Economic Disclosure. Contractor shall comply with City's local conflict of interest code implementing the California Political Reform Act and shall prepare and file an economic disclosure statement if the Services involve making, or participation in making, governmental decisions or financial decisions by City that may have a material effect on Contractor's financial interests. While it is Contractor's sole responsibility to evaluate its conflicts of interest, Contractor nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

26. Levine Act Compliance. California Government Code section 84308 (Levine Act) prohibits City officers from participating in any action related to a contract, license, permit, or entitlement if the officer receives political contributions from a party, or participant, or agent thereof, that totals more than $500 within the twelve months preceding the decision or within the twelve months following the date of the final decision. Contractor shall review and complete as necessary the City's California Levine Act Disclosure Statement that can be obtained from the City Clerk.

27. Use of Recycled Products. If fitness and quality are equal, then Consultant shall utilize recycled products consistent with the City's Environmentally Preferrable Purchasing and Practices Policy, and as defined in California Public Contract Code Section 12200 for the Services, instead of nonrecycled products whenever recycled products are available at the same or a lesser cost than nonrecycled items. Information on recycled materials can be found here:

- Sustainable Purchasing | StopWaste - Home, Work, School
- Reducing Waste at Work | StopWaste - Home, Work, School
- Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing | US EPA

28. Non-Exclusive Agreement. This Agreement is non-exclusive. City reserves the right to provide, and to retain other qualified contractors to provide, services that are the same or similar to the Services.

29. Business Entity Status. Contractor is responsible for filling all required documents and forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, as well as the California Business and Professions Code and any other state statute, to the extent such requirements apply to Contractor to provide the Services. By entering into this Agreement, Contractor represents that it is: authorized to do business in California; in good standing with the California Secretary of State; and, in good standing with all agencies having jurisdiction over Contractor, including any licensing agencies and trade industries. If Contractor is a suspended entity at the time it enters into this Agreement, City may take steps to void this Agreement.

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30. Authority to Execute Agreement. Contractor has taken all necessary action to authorize the execution of this Agreement, and expressly represents that the person signing this Agreement on behalf of Contractor has received and accepted the authority to sign and execute this Agreement on behalf of Contractor. Upon the Effective Date, this Agreement shall constitute a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, which authorization is ratified and confirmed upon Contractor's acceptance of the first compensation payment by City.

31. No Subcontracting and No Assignment. Contractor's unique personal competence, experience, specialized personal knowledge, trade skills, and reputation were a substantial inducement to City for the award of this Agreement to Contractor, therefore no part of the Services may be assigned or subcontracted without City's prior written consent. For the purposes of this section, a change of fifty percent or more in the ownership or control of Contractor constitutes an assignment.

32. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, Contractor must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration.*

33. Work Eligibility. Contractor warrants that only personnel authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be provided by Contractor for the performance of the Services.

34. Non-Discrimination. In performance of the Services, Contractor agrees that it will not engage in discrimination in employment of persons because of such person's race, color, religion, sex/gender, gender identity/expression, sexual orientation, marital status, medical condition, military or veteran status, national origin, ancestry, disability, genetic information, age, or any protected classification when providing the Services. Consultant further agrees to comply with all provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in all programs or activities receiving federal financial assistance. Consultant further assures that it will take necessary actions to ensure compliance with these requirements in the performance of this Agreement.

35. Construction of Language.

(a) The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and any exhibit hereto, the language in the body of the Agreement controls.

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(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 14, 20, 31, and 35 through 38 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 14, 20, 31, and 35 through 38 the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures

36. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

37. Notice. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation, with a courtesy copy delivered by email to the email addresses below:

TO CITY: Attention: Jason Calkins
Public Works Supervisor - Facilities
City of Livermore / Public Works
3500 Robertson Park Road
Livermore, California 94550

Email: jwcalkins@livermoreca.gov
purchasing@livermoreca.gov
accountspayable@livermoreca.gov
CityAttorney@livermoreca.gov

TO CONTRACTOR: Attention: Timothy Wheeler
Daystar Mechanical LLC d/b/a Daystar Solar
4366 Malana Way
Rancho Cordova, California 95742

Email: tim@daystarsolar.org

38. Waiver. Failure to insist upon the strict performance of any term or condition in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

39. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

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40. Survival. The terms, conditions, and obligations in Sections 2, 5, 6, 8, 11, 12, 16 through 19, 31, 32, 35, and 38 through 41 shall survive the completion or termination of this Agreement.

41. Jurisdiction and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, claim, or legal action of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda or in the United States District Court for the Northern District of California.

42. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, and to utilize electronic signatures in lieu of using paper documents pursuant to Livermore Municipal Code section 2.64 Electronic Signatures and all other applicable laws. You are not required to sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

43. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

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Signatures and Exhibit List on the Next Page

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In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of the City after it was signed by Contractor.

CONTRACTOR: **Dated:**

DocuSigned by:
TIMOTHY WHEELER
2DF54968C1834C1...

1/21/2026 | 2:32 PM PST

Timothy Wheeler
CEO

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Molly A. O'Toole
8C094721F53540E...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...

Risk Manager/Analyst

Exhibits:

Exhibit A – *Scope of Work*
Exhibit B – *Fee Schedule*
Exhibit C – *Insurance Requirements*

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EXHIBIT A

SCOPE OF WORK

Daystar Mechanical LLC d/b/a Daystar Solar ("Contractor") shall provide all necessary labor, materials, equipment, and supplies to perform the following services at three City facilities (i.e., (1) the Civic Center Campus, which includes City Hall, the Police Station, and the Civic Center Library; (2) the Maintenance Service Center; and (3) the Livermore Municipal Airport) (collectively, "City Facilities"):

1. Inspection: Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service roof penetrations and support structure on an annual basis for string inverters and on a semi-annual basis for central inverters at City Hall, the Livermore Municipal Airport, the Civic Center Library, and the Police Station.

2. Testing: Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects, and switchgear on an annual basis for string inverters and on a semi-annual basis for central inverters at City Hall, the Civic Center Library, and the Police Station.

3. Monitoring: For all City Facilities, monitor system performance on a daily basis.

    a. Evaluation: System performance is evaluated by comparing actual production data and actual local weather data to the production values predicted by system modeling software. Contractor shall perform these evaluations monthly. Greater-than-predicted degradations in system performance may indicate the need for further inspection or more frequent panel washing. Contractor shall notify the Project Manager of degradations in system performance and provide the Project Manager with recommendations to increase or remedy system performance within ten business days of when Contractor identified, or should have identified, production reductions of 80% or more when compared to system performance over the immediately preceding twelve months.

    b. Reporting: Contractor shall:

        i. Provide a web portal for users to view and download solar production data;

        ii. Send the Project Manager a monthly email report on or before the 20th day of each month showing production for the month, production for the year to date, and the monthly percent of expected production; and

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iii. Send the Project Manager an annual report for each calendar year on or before February 15 of the following calendar year. The report shall include production data from all City Facilities as a group and for each individual site for the prior year and a comparison of said production data to the production data generated from the five years immediately preceding the production year that is the subject of the annual report.

4. Annual Cleaning: At all City Facilities:

    a. Remove dust, dirt, and debris from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches.

    b. Wash PV modules and remove accumulated dust and debris.

5. On-Call Services: As needed and when requested in writing by the Project Manager, perform on-call repairs of the solar panel arrays.

Terms of Work

1. This Agreement does not obligate City to any particular amount of work to be completed by Contractor.
2. Work locations will be located in the City of Livermore at the identified work sites.
3. All employees of Contractor shall wear uniforms or identification badges clearly identifying them as employees of Contractor while on City premises for the purpose of completing work.
4. Contractor shall follow all applicable safety and environmental rules and regulations.
5. All services provided shall meet applicable City Building Code standards, and all other applicable laws, rules, regulations, resolutions, and ordinances.
6. City reserves the right to halt work at any time for noncompliance with this Agreement, or unsafe work conditions or practices.
7. Contractor shall keep worksites reasonably clear of debris and protect the safety of the public and City employees at all times. Contractor shall promptly remove all materials and spoils from each job site upon completion of the work.
8. Contractor shall perform replacement work as required by the City.

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9. Contractor shall not perform any repair work without the prior written authorization from the City's Project Manager.

10. All debris or spoils generated by the work of Contractor shall be properly disposed of by Contractor.

11. Contractor shall warranty all work for a minimum of one hundred twenty days after the completion of the work. Any work required to remedy problems with installation or materials shall be at the sole cost of Contractor within this one hundred twenty-day period.

12. Any additional work to repair the solar arrays shall be requested and approved in writing in advance of the completion of the work. Additional work will be performed at the hourly rates listed in Exhibit B to this Agreement.

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EXHIBIT B
FEE SCHEDULE

Contractor shall be compensated for the Services identified in Exhibit A to this Agreement as follows:

1. **Maximum Not-to-Exceed amount.**

A. The maximum Contractor shall be paid on this Agreement is the not-to-exceed amount set forth in Paragraph 15(a) of the Agreement, which is $750,000.00 ("not-to-exceed amount"). The not-to-exceed amount includes all payments to be made pursuant to this Agreement, including City-approved reimbursable expenses, if any. Nothing in this Agreement requires City to pay for work not identified in Exhibit A.

B. Standard Reimbursable Items: Contractor shall only be compensated for the reimbursable expenses identified in Exhibit B, which may include items listed in subsections (i)-(iii) of this Paragraph B of Exhibit B but shall expressly exclude items listed below in Section (1)(C) of this Exhibit B. Reimbursable expenses will be reimbursed without markup, unless otherwise specified below. Reimbursable expenses shall not exceed the not-to-exceed amount set forth in section (1)(A) of this Exhibit B. Payments shall be based upon work performed by Contractor for City and accepted by the Project Manager. Additionally, items such as telephone, fax, postage, or freight are already included in the pricing for the Services and are not separately reimbursable. Contractor shall be reimbursed its direct expenses, which are the actual cost of the items that are reasonable, necessary, and actually utilized by Contractor in performing the Services. The standard reimbursable items under this Agreement are:

(i) Markup of any parts and materials costs at a maximum of 10% of the price actually paid by Contractor for the parts or materials;

(ii) Any purchase or rental of, or for the time to procure, equipment, tools, software, or electronic applications to complete tasks in Exhibit A;

(iii) Any filing fees, permit fees, or other fees paid or advanced by Contractor.

C. Items Ineligible for Reimbursement: The items listed below are not eligible for reimbursement:

(i) Contractor's travel time or travel expenses.

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(ii) Markup of: (a) expenses, fees, or charges for printing, reproduction, or binding of documents; or (b) any filing fees, permit fees, or other fees paid or advanced by the Contractor; or (c) markup of any tax or shipping fees on parts and materials.

D. Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. City will pay Contractor based on invoices for acceptable work performed and approved by the Project Manager until the not-to-exceed amount is reached. Thereafter, Contractor must complete the Services based on the Agreement without additional compensation unless there is a material change to the Scope of Work by a written amendment executed pursuant to Paragraph 36 of this Agreement.

E. If the Services are completed before the not-to-exceed amount is reached, Contractor's compensation will be based on Contractor's invoices previously submitted for acceptable work performed and approved by the Project Manager.

2. **Pricing**

A. City shall compensate Contractor for the Services according to the rates included in this Exhibit B.

Flat Rate Annual Maintenance Pricing as identified in Exhibit A*
Year 1 $56,400
Year 2 $58,030
Year 3 $59,707
Year 4 $61,432
Year 5 $63,208
*Each yearly flat rate includes compensation for all services, and associated labor, materials, equipment, and supplies identified in Exhibit A, except for "On-Call Services," which shall be compensated at the hourly rates identified below.

Hourly Repair Rates for Extra Work
Journeyman Technician: $121.33
Apprentice Technician: $106.30

Percent markup for any parts or materials: 10%

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(i) Starting on January 1, 2027, the "Hourly Repair Rates for Extra Work" specified above shall be increased once every twelve months; these hourly repair rates shall be increased by the percentage increase in the Consumer Price Index for all Urban Consumers ("CPI-U") in the San Francisco-Oakland-Hayward, California area from the prior calendar year's CPI-U rate in October. The hourly repair rates outlined in this Exhibit B are valid through December 31, 2026.

B. Compensation shall be granted as approved by the Project Manager. Contractor shall not exceed published pricing as included in this Agreement unless authorized by the Project Manager in writing prior to the procurement of materials or the commencement of the task.

C. Contractor shall only bill for work after completion.

3. **Invoices**

Contractor shall submit invoices once per month which include a breakdown of costs, including the hourly labor rate(s), number of labor hours, date(s) of service, base cost for each part, parts markup, and sales tax, if any. Pricing for labor shall only be included when extra work for on-call services, as described in Exhibit A and Section 2 of this Exhibit B, are completed by Contractor.

Invoices shall be delivered via email to maintenance-request@livermoreca.gov.

Contractor shall provide receipts for parts, materials, and disposal costs only upon request by the Project Manager, Management Analyst, or administrative staff. If said receipts are requested, Contractor must provide said receipts to be eligible for payment on the labor or those parts, materials, or disposal costs. Contractor shall itemize taxable parts and materials on invoices.

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EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
   $1,000,000/$2,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional

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insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.3**

DATE: February 9, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution approving an exception to the Livermore Municipal Code bidding requirements and authorizing sole sourcing of specific EleMech, Inc. Portalogic FS-22 brand of Bulk Water Fill Station for the construction of the Water Reclamation Plant Recycled Water Fill Station Project WW202527.

RECOMMENDED ACTION

The City Engineer recommends the City Council adopt a resolution:

1. Authorizing sole sourcing EleMech, Inc. Portalogic FS-22 Bulk Water Fill Stations for the construction of the Water Reclamation Plant (WRP) Recycled Water Fill Station Project WW202527;
2. Approving, per the recommendation of the City Engineer, an exception to the bidding requirement contained in the Livermore Municipal Code Section 2.68.550(C), because there is no competitive advantage to be gained by inviting bids and the City Engineer has determined that the supplies and equipment are unique and available from a sole source; and
3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

DECISION TYPE

Administrative

SUMMARY

The City of Livermore's Water Reclamation Plant Recycled Water Fill Station Project WW202527 will allow residents to access recycled water for irrigation and other non-potable uses and provide a year-round recycled water source for residents. The availability of the fill station is expected to increase local recycled water use by approximately 18-acre feet (5,865,300 gallons) per year. As part of the design process, City staff developed a list of usability, safety, and compatibility performance criteria for the fill station and reviewed multiple vendor options. Only the EleMech, Inc., Portalogic brand of fill station equipment met all the listed criteria. As such, the City Engineer recommends that the fill station equipment be sole sourced pursuant to Livermore Municipal Code Section 2.68.550(C).

DISCUSSION

The City of Livermore (City) has been awarded grant funds for the construction of two automated self-service recycled water fill stations. These two fill stations will be installed at the City of Livermore Water Reclamation Plant (WRP) and will provide a permanent, year-round source of recycled water for residents. The stations will enable residents to access recycled water for irrigation and other non-potable uses. The availability of the fill stations is expected to increase local recycled water use by approximately 18-acre feet (5,865,300 gallons) per year. The terms of the grant require that all work and payment be completed by December 31, 2026.

City staff from the Water Resources Division (WRD) and Engineering Division identified a list of criteria as critical to the new system in order to safely provide residents with automated access to recycled water, integrate with existing systems, and meet WRP requirements, including:

- Customizable to integrate with existing equipment
- Lockable, stainless-steel enclosure with temperature control to function reliably in various weather conditions (heat, cold, rain)
- Easily accessible and safe to use
- Ability to dispense recycled water
- Manual shutoff valve
- 3-inch control valve and meter
- Secure, durable, and tamper-proof controlled access card readers using RFID (radio frequency identification) cards linked to City customer accounts
- Displays guided, step-by-step instructions so that users can dispense water without supervision
- Integrates with management software so that the City can review graphs of the station's volume output in real time and generate other custom reports as needed
- Ability to support online payments, if requested by the WRP

Staff then identified leading vendors, including vendors of products used by other local municipalities and water districts, and conducted an Alternative Analysis evaluation to identify options for recycled water fill station suppliers that fit project and City needs, and provides good value. The recycled water fill stations and their respective vendors that were considered are shown in the table below. Also shown, are guideline unit prices obtained from vendors, where available.

Manufacturer	**System**	**Guideline Unit Price**
AquaFlow	Bulk Water Loading Station AquaVendor and AquaTrack Software	$40,000-70,000
Birksco	AquaLoader TFS-3D-M3 Bulk Water Station and software	Not available
Flowpoint	Water Dispensing Station and Water+ Software	Not available
Franklin Miller	Haulerport Bulk Water Fill Station and Haulerlogic Software	Not available
Portalogic	FS-22 Bulk Water Fill Station and Water Management Software	$25,000
USEMCO	Water Fill Station	Not available

Based on comparison of the product specifications to the criteria identified above, only the Portalogic FS-22 Bulk Water Fill Station and Water Management Software met all the criteria. Additionally, based on surveyed unit costs, it was the lower cost option and offers good value to the City.

When the City identifies a need for using sole source manufacturers, Livermore Municipal Code (LMC) Section 2.68.550(C) allows for an exception to the bidding requirement shown in LMC Section 2.68.540, based on the fact that the equipment is unique. The table below summarizes key deficiencies of eliminated vendors and supports an exception to bidding for the fill station equipment for the project:

Fill Station Supplier	Reason to Eliminate
AquaFlow	Aluminum enclosure is not as durable or corrosion resistant as stainless steel
Birksco	Rated for commercial use for tankers and not residential
Flowpoint	Secure RFID card access not provided
Franklin Miller	FRP plastic enclosure has proven to deteriorate at WRP
USEMCO	Shed style enclosures limit accessibility

FISCAL AND ADMINISTRATIVE IMPACTS

The budget for the WRP Recycled Water Fill Station Project WW202527 in the 2025-2030 Capital Improvement Plan covers the cost of purchasing and installing this equipment and all other project related expenditures. Funding for this project comes from the Wastewater Replacement Fund and the State of California Department of Water Resources Urban Community Drought Relief Grant.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

11: Operate and maintain municipal water systems that provide safe, efficient delivery of potable and recycled water, collect and treat wastewater, and comply with all federal, state, and local regulations.

ATTACHMENTS

1. Location Map
2. Portalogic FS-22 Fill Station Equipment Sheet
3. Resolution

Prepared by: Li-Teck Lau
Assistant Engineer

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director



N

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mi

LEGEND

ALL LOCATIONS ARE APPROXIMATE

AddressPt

Address Type

- Primary Address
- Unit
- Utility

Street Name Labels (White Font)

Parcels

Livermore City Limits

Alameda County

CITY OF LIVERMORE CALIFORNIA

Livermore Web Map

Date: 1/6/2026

Path: /Web Map

PORTALOGIC
A PRODUCT OF ELEMECH, INC.

WATER FILL STATION MODEL FS-22

(Portalogic management software included)

For controlling user access, flow metering, and billing

Types of water

Hydrant, reuse, potable, and frac

Specifications

PEDISTAL ENCLOSURE	Temperature controlled, outdoor rated, lockable enclosure, provided as a mouting location for the FS-20 control panel for a complete system.
HAULER ACCESS	Multiple access methods including keypad entry, swipe cards, key fobs, credit/debit card, and others as required.
RECEIPT PRINTER	Heavy duty kiosk-style printer, illuminated chute, large capacity roll
INTERIOR	Encloses a metered control valve (1"–4") and power panel
POWER	240/120VAC, 20 AMP
FLOW RATE	Up to 1,100 gallons per min (4,164 liters per min)
TEMPERATURE	Operating temperature range -40°F to 122°F (-40°C to 50°C)
SOFTWARE	Station interfaces with Portalogic management software for record keeping, billing, monitoring, and reporting
CERTIFICATIONS	c UL us CSA



The FS-22 water fill station is tamper-proof and easy for haulers to use. This station provides simple and secure hauler access by account number/PIN, or through other available methods. It houses a temperature controlled metering control valve, and seamlessly communicates with Portalogic management software for simple management.

Buy Now – Call EleMech, Inc. at 630-499-7080 to order a station for your site

Portalogic Water Fill Station - Model FS-22



Features

A	Outdoor rated card reader and keypad with sunlight visible display
B	Optional credit card reader
C	Optional illluminated receipt paper chute
D	Lockable access doors
E	Temperature controlled pedestal enclosure containing a metered control valve (1"–4")



Options

SOLAR POWERED	Stations can be powered by solar energy for remote installations
COLD CLIMATE PACKAGE	Heaters, insulation, and heat tracing can be added to protect the station in cold climates
HOT CLIMATE PACKAGE	Air conditioners and sunshields can be added to protect the station in hot climates
GATE/DOOR CONTROL	The station can interface with automatic gates and doors if needed

Hauler access station operation

1	Hauler connects truck to outlet connection
2	Hauler uses swipe card or enters ID number
3	Hauler follows display prompts and enters information such as desired volume
4	Control valve opens and hauler begins to fill their truck
5	Water will automatically turn off or the hauler may press 'stop'

Installation

Stations come fully assembled, tested, and ready to install. The station comes with Portalogic management software which can be installed on any number of the facility's PCs.

Warranty

All components furnished in specification are guaranteed for two years from date of shipment. Management software updates and phone support is provided for two years from date of shipment.

PORTALOGIC
A PRODUCT OF ELEMECH, INC.

For more information about Portalogic, please visit www.portalogic.com, or contact an EleMech engineer at:

EleMech, Inc. | 2275 White Oak Circle, Aurora, IL 60502 | 630-499-7080 | elemechinc.com

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IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING AN EXCEPTION TO THE LIVERMORE MUNICIPAL CODE BIDDING REQUIREMENTS AND AUTHORIZING SOLE SOURCING OF SPECIFIC ELEMECH, INC. PORTALOGIC FS-22 BRAND OF BULK WATER FILL STATION FOR THE CONSTRUCTION OF THE WATER RECLAMATION PLANT RECYCLED WATER FILL STATION PROJECT WW202527

The City of Livermore ("City") is currently designing the Water Reclamation Plant Recycled Water Fill Station Project WW202527 comprising of installing bulk water fill stations that will provide residents with year-round access to recycled water for irrigation and other non-potable uses. The availability of the fill station is expected to increase recycled water use locally by approximately 18-acre feet per year.

To ensure the design meets all the performance criteria identified by City staff, including useability, safety, and compatibility with existing equipment, and following an alternative analysis of six products and available guideline pricing, the City Engineer recommends that the bulk water fill stations be sole sourced pursuant to Livermore Municipal Code (LMC) Section 2.68.550(C).

The justifications to support an exception to bidding for the specific EleMech Inc. Portalogic FS-22 Bulk Water Fill Station brand of bulk water fill station equipment for the project are listed below.

- The product specifications meet all the necessary City Staff required criteria identified.

- Lower cost option.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby:

1. Authorizes sole sourcing the EleMech Inc. Portalogic FS-22 Bulk Water Fill Station for the construction of the Water Reclamation Plant Recycled Water Fill Station Project WW202527;

2. Approves, per the recommendation by the City Engineer, an exception to the bidding requirement contained in Livermore Municipal Code Section 2.68.550(C), because there is no competitive advantage to be gained by inviting bids, and the City Engineer has determined that the supplies and equipment are unique and available from a sole source; and

3. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 9, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Amy Heavener
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.4**

DATE: February 9, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the execution of first amendments to the Fiscal Year 2018 and Fiscal Year 2020 HOME Investment Partnership grant agreements with Alameda County to extend the terms of the agreements.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute first amendments to the FY 2018 and FY 2020 HOME Investment Partnership (HOME) grant agreements with Alameda County to extend the terms of the agreements to the following:

1. FY 2018 HOME Grant Agreement- extend term of the agreement to June 30, 2026
2. FY 2020 HOME Grant Agreement- extend term of the agreement to December 31, 2026

DECISION TYPE

Administrative

SUMMARY

Alameda County follows federal rules requiring older HOME funds to be used first, but differences between HUD's system and the County's internal financial tracking created timing gaps for some of the City's agreements. All federal HOME funds remain available, and none have been lost, but to keep these funds accessible for local projects, the County is asking the City to execute amendments extending the terms of its FY 2018 and FY 2020 HOME agreements.

DISCUSSION

Each year, HUD provides Alameda County with HOME funds through a nine-year agreement. The County then allocates each city's share through four-year subrecipient agreements, including the City of Livermore. While local agreements are shorter, federal rules allow up to nine years to spend HOME funds, so older balances may remain eligible even after local agreements expire.

HUD requires that the oldest HOME funds be spent first. Alameda County follows this rule when drawing

funds from HUD's system, but its internal financial system tracks spending by project and agreement year. When project timelines shift, costs may be recorded later or across fiscal years, which sometimes results in local agreements showing unspent balances even though federal funds were used correctly.

During its annual reconciliation, the County confirmed that all expired HOME grants were fully spent in HUD's system and no funds have been lost. However, the County identified unspent balances in the City's FY 2018 and FY 2020 agreements due to timing differences in recording costs. These funds remain eligible and available under HUD rules.

To keep the City's HOME funds available for local projects and ensure the County's financial records match federal requirements, Alameda County is requesting the City execute amendments to extend the terms of two HOME agreements as follows:

1. FY 2018 HOME Grant Agreement- extend term of the agreement to June 30, 2026
2. FY 2020 HOME Grant Agreement- extend term of the agreement to December 31, 2026

Staff recommends the City Council authorize the execution of the first amendments to the HOME grant agreements set forth in Exhibit A and Exhibit B to the resolution. Once executed, the increased timeline will allow the County to align the federally available HOME balances in IDIS (Integrated Disbursement and Information System) with their financial records, which ensures the City will retain access to our committed, eligible funding.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts associated with the execution of the first amendments to the HOME grant agreements.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

8: Expand and improve access to human services

ATTACHMENTS

1. Resolution
2. Exhibit A - First Amendment- FY 2018 HOME Grant Agreement (C-17271)
3. Exhibit B - First Amendment- FY 2020 HOME Grant Agreement (C-20485)

Prepared by: Amy Walker
Management Analyst I

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF FIRST AMENDMENTS TO THE FISCAL YEAR 2018 AND FISCAL YEAR 2020 HOME INVESTMENT PARTNERSHIP GRANT AGREEMENTS WITH ALAMEDA COUNTY TO EXTEND THE TERMS OF THE AGREEMENTS

Each year, the US Department of Housing and Urban Development (HUD) provides Alameda County with Home Investment Partnership (HOME) funds through a nine-year agreement. The County then allocates each city's share through four-year subrecipient agreements, including the City of Livermore (City). While local agreements are shorter, federal rules allow up to nine years to spend HOME funds, so older balances may remain eligible even after local agreements expire.

HUD requires that the oldest HOME funds be spent first. Alameda County follows this rule when drawing funds from HUD's system, but its internal financial system tracks spending by project and agreement year. When project timelines shift, costs may be recorded later or across fiscal years, which sometimes results in local agreements showing unspent balances even though federal funds were used correctly.

During its annual reconciliation, the County confirmed that all expired HOME grants were fully spent in HUD's system and no funds have ever been lost. However, the County identified unspent balances in the City's FY 2018 and FY 2020 agreements due to timing differences in recording costs. These funds remain eligible and available under HUD rules.

To keep the City's HOME funds available for local projects and ensure the County's financial records match federal requirements, Alameda County is requesting the City execute amendments to extend the terms of two HOME agreements as follows:

1. FY 2018 HOME Grant Agreement- Extend term of the agreement to June 30, 2026
2. FY 2020 HOME Grant Agreement- Extend term of the agreement to December 31, 2026

Staff recommends the City Council authorize the execution of the first amendments to the HOME grant agreements set forth in Exhibit A and Exhibit B, attached hereto. Once executed, the increased timeline will allow the County to align the federally available HOME balances in IDIS with their financial records, which ensures the City of Livermore will retain access to our committed, eligible funding.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby:

1. Authorizes the City Manager to execute first amendments to the Fiscal Year (FY) 2018 and FY 2020 HOME Investment Partnership (HOME) grant agreements with Alameda County to extend the terms of the agreements to the following:

    a. FY 2018 HOME Grant Agreement- extend term of the agreement to June 30, 2026
    b. FY 2020 HOME Grant Agreement- extend term of the agreement to December 31, 2026

2. Authorizes the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 9, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Amy Heavener
City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A- First Amendment- FY 2018 HOME Grant Agreement (C-17271)
Exhibit B- First Amendment- FY 2020 HOME Grant Agreement (C-20485)

Docusign Envelope ID: EB1A7281-57FE-4B0B-B68F-0B2BC219C7D6

ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

HOME AGREEMENT FIRST AMENDMENT
BETWEEN
CITY OF LIVERMORE
AND
THE COUNTY OF ALAMEDA

THIS FIRST AMENDMENT, made and entered into on the 17th day of March 2026, modifies Contract No. 17271 ("Agreement") entered into on the 1st day of July 2018, between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California (hereinafter referred to as the "COUNTY"), and the CITY OF LIVERMORE, a municipal corporation located with Alameda County (hereinafter referred to as the "CITY") for HOME funds and eligible projects.

RECITALS

WHEREAS, on July 1, 2018, the COUNTY and the CITY entered into an Agreement for HOME funds; and

WHEREAS, the CITY's activities under this Agreement with the COUNTY shall be governed by the conditions of the Grant Agreement between the COUNTY and HUD, including compliance with 2 CFR 200.320; and

WHEREAS, the COUNTY and the CITY desire to amend the Agreement to extend the term in order to allow the CITY to be reimbursed for eligible HOME activities as defined under 24 CFR 92.205;

THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and the CITY agree as follows:

A. Section A of the Agreement is hereby amended to read: "The Term of this Agreement shall be from July 1, 2018, until June 30, 2026, or until all fiscal year 2018 HOME funds allocated to the City for a project are disbursed to the City, or for the duration of any regulatory agreement executed in conjunction with a project financed with all of the fiscal year 2018 HOME funds, or when all of the Agreement terms have been completed, whichever shall first occur."

B. Except as specifically modified in this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

Docusign Envelope ID: EB1A7281-57FE-4B0B-B68F-0B2BC219C7D6

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

COUNTY OF ALAMEDA

By:_____
President of the Board of Supervisors

Date: _____

Approved as to form by:
Donna R. Ziegler, County Counsel

By: Signed by: Kathleen Flynn
1CB22940FD8D43D...
Kathleen Flynn,
Deputy County Counsel

CITY OF LIVERMORE

By:_____
Marianna A. Burch,
City Manager

Date: _____

By: DocuSigned by: Jas Sidhu
A5F7D34BB6A748A...
Jas Sidhu,
Risk Management

Date: 1/29/2026 | 12:31 PM PST

Approved as to form by:

By: Signed by: Daniel Gonzales
12B5892BAF3C471...
Daniel Gonzales
Deputy City Attorney

Date: 1/29/2026 | 1:47 PM PST

Address: 1052 S. Livermore Ave,
Livermore, CA 94550

By signing above, signatory warrants and represents that he/she executed this First Amendment to the Agreement in his/her authorized capacity and that by his/her signature on this First Amendment to the Agreement, he/she or the entity upon behalf of which he/she acted, executed this First Amendment to the Agreement.

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EXHIBIT A

AGREEMENT BY AND BETWEEN
THE CITY OF LIVERMORE
AND
THE COUNTY OF ALAMEDA

Activity	**Total HOME $**
Administration/Planning Costs	$8,668
Program Income (Administration portion)	$0
Total Administration Allocation	***$8,668***
FY18/19 Project Funds Available	$143,041
Prior Year Program Income (project portion)	$0
Total Project Allocation	**$143,041**
Total	***$151,709***

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ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

HOME AGREEMENT FIRST AMENDMENT
BETWEEN
CITY OF LIVERMORE
AND
THE COUNTY OF ALAMEDA

THIS FIRST AMENDMENT, made and entered into on the 17th day of March 2026, modifies Contract No. 20485 ("Agreement") entered into on the 12th day of July 2020, between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California (hereinafter referred to as the "COUNTY"), and the CITY OF LIVERMORE, a municipal corporation located with Alameda County (hereinafter referred to as the "CITY") for HOME funds and eligible projects.

RECITALS

WHEREAS, on July 12, 2020, the COUNTY and the CITY entered into an Agreement for HOME funds; and

WHEREAS, the CITY's activities under this Agreement with the COUNTY shall be governed by the conditions of the Grant Agreement between the COUNTY and HUD, including compliance with 2 CFR 200.320; and

WHEREAS, the COUNTY and the CITY desire to amend the Agreement to extend the term in order to allow the CITY to be reimbursed for eligible HOME activities, as defined under 24 CFR 92.205;

THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and the CITY agree as follows:

A. Section A of the Agreement is hereby amended to read: "The Term of this Agreement shall be from July 1, 2020, until December 31, 2026, or until all fiscal year 2020 HOME funds allocated to the City for a project are disbursed to the City, or for the duration of any regulatory agreement executed in conjunction with a project financed with all of the fiscal year 2020 HOME funds, or when all of the Agreement terms have been completed, whichever shall first occur."

B. Except as specifically modified in this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

COUNTY OF ALAMEDA

By: _____
President of the Board of Supervisors

Date: _____

Approved as to form by:
Donna R. Ziegler, County Counsel

By: Signed by: Kathleen Flynn 1CB22940FD8D43D...
Kathleen Flynn,
Deputy County Counsel

CITY OF LIVERMORE

By: _____
Marianna A. Burch,
City Manager

Date: _____

By: DocuSigned by: Jas Sidhu A5F7D34BB6A748A...
Jas Sidhu,
Risk Management

Date: 1/29/2026 | 12:33 PM PST

Approved as to form by:

By: Signed by: Daniel Gonzales 12B5892BAF3C471...
Daniel Gonzales
Deputy City Attorney

Date: 1/29/2026 | 12:00 PM PST

Address: 1052 S. Livermore Ave,
Livermore, CA 94550

By signing above, signatory warrants and represents that he/she executed this First Amendment to the Agreement in his/her authorized capacity and that by his/her signature on this First Amendment to the Agreement, he/she or the entity upon behalf of which he/she acted, executed this First Amendment to the Agreement.

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EXHIBIT A

AGREEMENT BY AND BETWEEN
THE CITY OF LIVERMORE
AND
THE COUNTY OF ALAMEDA

Activity	**Total HOME $**
Administration/Planning Costs	$8,472
Program Income (Administration portion)	$93.75
Total Administration Allocation	***$8,565.75***
FY20/21 Project Funds Available	$139,580
Prior Year Program Income (project portion)	$1,687.50
Total Project Allocation	**$141,267.50**
Total	***$149,833.25***

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.5**

DATE: February 9, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution approving the naming of the Community Meeting Room at the Livermore Railroad Depot in honor of Alan Frank.

RECOMMENDED ACTION

Staff recommends the City Council approve the resolution to name the newly renovated Community Meeting Room at the Livermore Railroad Depot in honor of Alan Frank. The Railroad Depot building and land is owned by the City of Livermore and is located at 2500 Railroad Avenue at the Livermore Transit Center.

DECISION TYPE

Administrative

SUMMARY

The Rotary Club of Livermore, in partnership with the Rotary Club of Livermore Valley, the Rotarian Foundation of Livermore, and the Livermore Heritage Guild, is renovating the freight room at the Livermore Railroad Depot to a Community Meeting Room as a community project. The Railroad Depot building and land is owned by the City of Livermore and is located at 2500 Railroad Avenue at the Livermore Transit Center. The renovation includes a kitchenette, accessible bathroom, painting, and other renovations. Alan Frank was a long-time member of the Livermore Rotary Club and was active in the Livermore Heritage Guild, with particular interest in local railroads, and was appointed the City Historian in March 2024 by the City Council. In fact, he wrote and published three books on local railroads and history and spearheaded the relocation and renovation of the Sunol Railroad Depot and the Livermore Railroad Depot Building, where the Community Meeting Room is located.

Therefore, staff recommends the City Council approve the resolution naming the new Community Meeting Room at the Livermore Railroad Depot in honor of Alan Frank, consistent with the City's adopted naming policy. Mr. Frank passed away in July 2025.

DISCUSSION

Alan Frank, a long-time resident of Livermore, made significant contributions to the arts and heritage of the community. Mr. Frank moved to Livermore in 1974 to work at Lawrence Livermore National Laboratory. Mr. Frank had a variety of interests including music, sailing, and photography. He was involved in several symphonies and choral groups throughout his life. He was a founding member of the Livermore Valley Opera and served on the Livermore Amador Symphony Board. Mr. Frank was a long-time member of the Livermore Rotary Club, supporting its projects around town.

Livermore's heritage and trains were also passions of Mr. Frank. He volunteered with the Pacific Locomotive Association relating to the Niles Canyon Railroad and its restoration. Due to his efforts, the Niles Canyon Railroad was placed on the National Register of Historic Places. He retired as historian and curator of the Niles Canyon Railway, where he was responsible for placing that segment of the original Transcontinental Railroad on the National Register of Historic Places. Mr. Frank's interest in local railroad history led to him writing three books about Livermore's railroad history – *Depot, Parallel Paths and Livermore: Frontier to City.*

Mr. Frank was the historic consultant to the City of Livermore for the relocation and refurbishment of the 1892 Central Pacific Railroad Depot in Livermore (aka the Livermore Railroad Depot). The move occurred in 2017 and was part of a project to restore the building to historical standards for use as a transit ticket office and connection point for Altamont Corridor Express (ACE), LAVTA bus services and Amtrak connections.

The Joint Policy for Naming Recreational and Municipal Facilities, adopted by the City Council and the Livermore Recreation and Park District Board in 2008, outlines the criteria for naming new or existing recreational and municipal facilities. If a municipal facility is to be named for an individual, they should have made exceptional contributions to the community, including distinguished public service or community activities. Additional criteria include a direct substantial contribution to the facility being named. As outlined above, the proposal to name the Community Meeting Room at the Livermore Railroad Depot to honor Alan Frank is consistent with the naming policy criteria.

In recognition of Mr. Frank's significant contribution to the community, the Livermore Rotary Club requests the City Council name the new meeting room at the Livermore Railroad Depot the "Alan Frank Community Meeting Room"

FISCAL AND ADMINISTRATIVE IMPACTS

The Livermore Rotary Club will provide the name plaque. There will be minimal City costs associated with installation of the plaque.

COMMUNITY PILLAR

4. Inclusive & Inviting Spaces & Places

GOAL

1. Further enhance Livermore's unique sense of place

ATTACHMENTS

1. Resolution

Prepared by: Susan Frost
Special Projects Coordinator

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE NAMING OF THE COMMUNITY MEETING ROOM AT THE LIVERMORE RAILROAD DEPOT IN HONOR OF ALAN FRANK

The Livermore Rotary Club, as a community project, is renovating the freight room at the Livermore Railroad Depot at 2500 Railroad Avenue to a Community Meeting Room. Alan Frank was a long-time member of the Rotary Club and active in the Livermore Heritage Guild, with particular interest in local railroads.

Livermore's heritage and trains were passions of Mr. Frank. His interest in local railroad history led to writing three books about Livermore's railroad history – *Depot, Parallel Paths and Livermore: Frontier to City.* Mr. Frank was also the historic consultant to the City of Livermore for the relocation and refurbishment of the 1892 Central Pacific Railroad Depot in Livermore (aka the Livermore Railroad Depot). The move occurred in 2017 and was part of a project to restore the building to historical standards for use as a transit ticket office and connection point for Altamont Corridor Express (ACE), LAVTA bus services and Amtrak connections.

The Joint Policy for Naming Recreational and Municipal Facilities, adopted by the City Council and the Livermore Recreation and Park District Board in 2008, outlines the criteria for naming new or existing recreational and municipal facilities. If a municipal facility is to be named for an individual, they should have made exceptional contributions to the community, including distinguished public service or community activities. Additional criteria include a direct substantial contribution to the facility being named. As outlined above, the proposal to name the Community Meeting Room at the Livermore Railroad Depot to honor Alan Frank is consistent with the naming policy criteria.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the City Council of the City of Livermore approves the naming of the new meeting room at the Livermore Railroad Depot as the "Alan Frank Community Meeting Room" in honor of Mr. Frank.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 9, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Amy Heavener
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.6**

DATE: February 9, 2026

TO: Honorable Mayor and City Council

FROM: Anwan Baker, Library Director

SUBJECT: Resolution authorizing the execution of Project and Program Grant Agreements with East Bay Holocaust Education Center in the amount of $10,000, Las Positas College in the amount of $10,000, Livermore-Amador Symphony in the amount of $8,579, Livermore Art Association in the amount of $9,000, Livermore Valley Opera in the amount of $10,000, and Shruti Abhishek Dance in the amount of $8,000, consistent with the City's Public Art Policy.

RECOMMENDED ACTION

The Commission for the Arts and staff recommend the City Council adopt a resolution authorizing the City Manager to execute the following Project and Program Grant Agreements:

1. East Bay Holocaust Education Center, in the amount of $10,000 for "Violins of Hope" free exhibits and community education.
2. Las Positas College, in the amount of $10,000 for a literary arts festival.
3. Livermore-Amador Symphony, in the amount of $8,579 for "Spring Awakenings" concert and display.
4. Livermore Art Association, in the amount of $9,000 for the Spring Arts program
5. Livermore Valley Opera, in the amount of $10,000 for an education and community engagement program.
6. Shruti Abhishek Dance, in the amount of $8,000 for a free cultural and education program for youth.

DECISION TYPE

Administrative

SUMMARY

The Commission for the Arts administers the Project and Program Grant Program, including reviewing funding applications twice per year in March and September and providing funding recommendations to the City Council for final approval. By the deadline of September 2, 2025, (extended one day due to the holiday) a total of seven (7) applications were received for Project and Program funds. One applicant

subsequently withdrew their application. The Commission for the Arts and staff recommend the City Council adopt a resolution approving the execution of a Project and Program Grant Agreement with each of the following six (6) applicants: East Bay Holocaust Education Center, Las Positas College, Livermore-Amador Symphony, Livermore Art Association, Livermore Valley Opera, and Shruti Abhishek Dance.

DISCUSSION

In 2004, the City Council created the Public Art Fund for the purpose of funding art and cultural programming. In 2008, the City Council created the Project and Program Grant Program to provide funding from the Public Art Fund for local organizations and artists providing cultural enrichment experiences in Livermore.

The Commission for the Arts, with support from staff, administers the Project and Program Grant Program, including reviewing funding applications twice per year in March and September and providing funding recommendations to the City Council for final approval. Opportunities for funding were posted on the City website and social media.

By the deadline of September 2, 2025, (extended one day due to the holiday) staff received a total of seven (7) applications (one applicant later withdraw their application), which were reviewed by an ad hoc committee of the Commission for the Arts. The ad hoc committee reviewed the applications and presented its funding recommendations to the full Commission at its regular meetings of September 30, 2025, and October 28, 2025. The following six applications were recommended for funding: East Bay Holocaust Education Center, Las Positas College, Livermore-Amador Symphony, Livermore Art Association, Livermore Valley Opera, and Shruti Abhishek Dance.

Agency	Project	Funds Requested	Grant Recommendation
East Bay Holocaust Education Center	"Violins of Hope" free exhibits and community education	$10,000	$10,000
Las Positas College	Literary Arts Festival	$10,000	$10,000
Livermore-Amador Symphony	"Spring Awakenings" Concert and Display	$8,579	$8,579
Livermore Art Association	Spring Arts Program	$9,000	$9,000
Livermore Valley Opera	Education and Community Engagement Program	$10,000	$10,000
Shruti Abhisek Dance	Free Cultural and Education Program for Youth	$10,000	$8,000

FISCAL AND ADMINISTRATIVE IMPACTS

The Project and Program Grants are funded with Public Art Fee funds (F608). Funds have been included in the FY 2025-26 and 2026-27 budgets. No further appropriation is needed at this time.

COMMUNITY PILLAR

4: Inclusive & Inviting Spaces & Places

GOAL

1: Further enhance Livermore's unique sense of place

ATTACHMENTS

1. Resolution
2. Exhibit A - East Bay Holocaust Education Center Grant Agreement
3. Exhibit B - Las Positas College Grant Agreement
4. Exhibit C - Livermore-Amador Symphony Grant Agreement
5. Exhibit D - Livermore Art Association Grant Agreement
6. Exhibit E - Livermore Valley Opera Grant Agreement
7. Exhibit F - Shruti Abhishek Dance Grant Agreement

Prepared by: Allen McFarland
Management Analyst II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF PROJECT AND PROGRAM GRANT AGREEMENTS WITH EAST BAY HOLOCAUST EDUCATION CENTER IN THE AMOUNT OF $10,000, LAS POSITAS COLLEGE IN THE AMOUNT OF $10,000, LIVERMORE-AMADOR SYMPHONY IN THE AMOUNT OF $8,579, LIVERMORE ART ASSOCIATION IN THE AMOUNT OF $9,000, LIVERMORE VALLEY OPERA IN THE AMOUNT OF $10,000, AND SHRUTI ABHISHEK DANCE IN THE AMOUNT OF $8,000, CONSISTENT WITH THE CITY'S PUBLIC ART POLICY

The City Council created the Public Art Fund for the purpose of funding public art and cultural programming consistent with the public art policy administered by the Commission for the Arts. The Project and Program Grant program was created by the City Council for use of the Public Art Fund for the purpose of encouraging programs for the cultural enrichment of the residents of, and visitors to, Livermore.

The Commission for the Arts reviews applications for the Project and Program Grant program twice per year, in March and September. The Commission for the Arts received a total of seven applications, one of which was subsequently withdrawn, for the September 2025 cycle. Following a review of the remaining six applications, the Commission for the Arts recommends funding the six Project and Program applications.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby authorizes the City Manager, or her designee, to execute the following Project and Program Grant Agreements.

1. East Bay Holocaust Education Center, in the amount of $10,000 for the "Violins of Hope" free exhibits, attached hereto as Exhibit A;
2. Las Positas College, in the amount of $10,000 for a literary arts festival, attached hereto as Exhibit B;
3. Livermore-Amador Symphony, in the amount of $8,579 for the "Spring Awakenings" concert and display, attached hereto as Exhibit C;
4. Livermore Art Association, in the amount of $9,000 for the Spring Arts Program, attached hereto as Exhibit D;
5. Livermore Valley Opera, in the amount of $10,000, for an education and community engagement program, attached hereto as Exhibit E;
6. Shruti Abhishek Dance, in the amount of $8,000, for a free cultural and education program for youth, attached hereto as Exhibit F.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 9, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Amy Heavener
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – East Bay Holocaust Education Center
Exhibit B – Las Positas College
Exhibit C – Livermore-Amador Symphony
Exhibit D – Livermore Art Association
Exhibit E – Livermore Valley Opera
Exhibit F – Shruti Abhishek Dance

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EXHIBIT A

AGREEMENT BETWEEN CITY OF LIVERMORE AND EAST BAY HOLOCAUST EDUCATION CENTER FOR FISCAL YEAR 2025-26 AND 2026-27 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2026, between the City of Livermore, a municipal corporation ("City"), and East Bay Holocaust Education Center, a California non-profit Corporation ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to hold the "Violins of Hope" exhibit ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions

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imposed by the 2008 Art in Public Places Program Policy and Procedures Manual, Cultural Arts Master Plan, and herein. The Project will include the following activities eligible under the Project and Program Grant Program: Educational and public concerts featuring a collection of restored musical musical instruments that were played by Jewish musicians in ghettos and concentration camps during the Holocaust

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* This educational effort fosters partnerships between the arts, educational organizations, and the community. It not only exposes people to these rare artifacts of history and the music associated with them, but it also teaches lessons of social injustice, hope, resilience and survival through storytelling that attendees will long remember ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $10,000 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $10,000.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant

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cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report has been filed. The Project & Program subcommittee of the Commission for the Arts has sole discretion to decide whether each of these milestones has been reached.

IV. NOTICES

Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

City: City of Livermore
Attn: Allen McFarland, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: East Bay Holocaust Education Center
Attn: Lawrence Lagin
164 N. L Street
Livermore, CA 94550

V. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state, and local laws, statutes, rules, and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney's and expert fees and/or court costs, arising out of the performance of the Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees,

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agents, and designated volunteers.

D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Project. Upon reasonable written notice, Grantee shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies, or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement.

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If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days after the date the notice is sent, City may exercise any of the remedies available under law and equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

   a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

   b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

   c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

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2. *Retention*: Grantee shall retain all records pertinent to expenditures incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov.

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Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with respect to conflicts of interest, and covenants that it presently has no financial interest, and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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IX. WAIVER

City's failure to act with respect to a breach by Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between City and Grantee with respect to this Agreement.

XI. BINDING EFFECT

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. COUNTERPARTS

This Agreement may be executed in counterparts by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

****

SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

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IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

East Bay Holocaust Education Center
501(c)3 Non-Profit Corporation
"Grantee"

DocuSigned by:
By: Lawrence Lagin _____ Dated: 12/22/2025 | 3:10 PM PST
6A66BA20B48E4AE...
Lawrence Lagin
President

CITY OF LIVERMORE
a Municipal Corporation
"City"

By: _____ Dated: _____
Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales
12B5892BAF3C471...
Initial
JF
Deputy/Assistant/Senior Assistant/City Attorney

Attachments:
Exhibit A - Application for Project and Program Grant from the City of Livermore
Exhibit B - Insurance Requirements

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EXHIBIT A

Applicant Name: Lawrence J. Lagin

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

- ☒ 1. Application Checklist (this page).
- ☑ 2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?
- ☒ 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.
- ☒ 4. If you are an organization, submit a list of current officers and Board members with their term of office.
- ☒ 5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.
- ☒ 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.
- ☒ 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.
- ☒ 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.
- ☒ 9. Resumes/biographies of key project individuals, generally one page each.
- ☒ 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.
- ☒ 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)
- ☒ 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.
2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.
3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

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EXHIBIT A

Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Lawrence J. Lagin

Authorized Officer's Signature

Aug. 26, 2026

Date

Lawrence J. Lagin

Print Name of Officer signing this form

President

Title of Officer signing this form

- or -

If applicant is an individual artist:

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Artists Signature

Date

Print name of Artist signing this form

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EXHIBIT A

Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or September

Submission Date: 8/26/2025

Amount of Grant Request: $ 10,000 Total Project Budget: $ 107,000

Applicant/Organization: East Bay Holocaust Education Center Text

Applicant/Organization's Address: [redacted]

Applicant/Organization's Web site: www.ebhec.org

Preparer's Name and Title: Larwence Lagin, President

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): [redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Theater, Music, Exhibits, Concerts, Education, World History

Briefly describe the project or program for which support is requested:

EBHEC will be bringing back the Viollins of Hope in October and November 2026 for 4 weeks of free exhibits at the Bankhead theater and concerts at public schools in Livermore, the Tri-Valley and the East Bay and 2 for-pay concerts at the Bankhead on Oct. 18 and 19, 2026.

Number of people intended to reach: Audience: 5000 Participants: 100

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: October 11, 2026

Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: November 8, 2026

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EXHIBIT A

East Bay Holocaust Education Center

Board of Directors (3 years)

Lawrence Lagin	President
Rabbi Raleigh Resnick	Vice President
Eileen Vergino	Treasurer
Riva Gambert	Secretary
Cheryl Cohen	Education
Simon Cohen	Outreach
Ronna Lagin	Administration
Lisa Belk	Special Projects

Advisory Board Members (2 years)

Gina Bonanno, Former Livermore City Council Person, Retired-LLNL
Anne Giancola, Visual Arts Manager, Livermore Performing Arts
Peg Folta, Retired Scientist, LLNL
Nancy Davis Lewis, Partner, Kennedy LLP
Martie Muldoon, Retired Teacher, Pleasanton Unified School District
Trish Munro, Former Livermore Council Member
Bill Nebo, Pastor Emeritus, First Presbyterian Church, Livermore

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EXHIBIT A

IRS 501c3 tax exemption

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EXHIBIT A

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

Date:
05/05/2021
Employer ID number:
[redacted]
Person to contact:
Name: Customer Service
[redacted]
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
January 8, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
[redacted]

EAST BAY HOLOCAUST EDUCATION CENTER INC
[redacted]

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

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EXHIBIT A

1. **State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission.**

The mission of the East Bay Holocaust Education Center (EBHEC) is to create a comprehensive resource center in the San Francisco East Bay area to educate people of all faiths about the Holocaust and honor its victims. We also wish to promote a spirit of universal tolerance and peace, using the lessons of the Holocaust to serve as a reminder that genocide can happen at any time, at any place. We are committed to preserving the memory of this horrific event by providing educational programs, many of them arts-related, for residents of the San Francisco East Bay region.

Founded on January 8, 2021, as a 501(c)(3) non-profit charitable corporation in Pleasanton, California, EBHEC provided over 20 Holocaust educational programs.

EBHEC provided over a dozen Holocaust educational programs in its first year of operation, most of them free to the public. This included:

- free teacher online training for high school World History teachers
- free online Holocaust art and multi-media exhibit for high school students
- free Holocaust-based art and writing contest with prizes and exhibit for students
- 2 free Holocaust talks
- a live staged and streamed reading of the Holocaust play in partnership with Livermore's SPARC
- 2 free online student-friendly Holocaust-based films in partnership with the East Bay Jewish International Film Festival (EBJIFF)
- free virtual adult reading group titled "Read to Remember"
- 2 adult Holocaust ed courses in partnership with Chabad Tri-Valley

During 2022, EBHEC sponsored:

- free live-screenings at the Vine Cinema of 2 Holocaust films in partnership with EBIJFF in Mar 2022
- free touring Holocaust art and multimedia exhibit for the public in Pleasanton and San Ramon Apr-Jun 2022

From Jan to Mar 2023, EBHEC hosted Violins of Hope East Bay, which had approximately 17,800 attendees at 60 events including:

- 3 concerts at Bankhead on February 5-7 (1,400 people)
- 13 days of free exhibit at the Bankhead (1,700 people)
- 47 free school concerts from Jan 31 – March 3 attended by 13,500 students and teachers
- 3 free lectures at the Bankhead (100 people).
- 4 mini-concerts in Feb in Cupertino, San Mateo, Roseville and Vacaville (800 attendees)
- 2 Holocaust films presented with EBJIFF in Mar attended by 300 people. See www.ebhec.org/violins for more information.

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EXHIBIT A

During the 2023/2024 academic school year, EBHEC also sponsored its Music of the Holocaust school program and provided 34 free educational concerts and workshops to over 8,500 students in the East Bay.

Based on the success of Violins of Hope East Bay 2023 and its subsequent Music of the Holocaust school programs, EBHEC has decided to bring back Violins of Hope to Livermore and the East Bay.

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

The East Bay Holocaust Education Center (EBHEC) is requesting a grant from your organization to help support bringing back the Violins of Hope to the East Bay 2026 project, which will be planned and executed over two years and will be completed in November 2026. The Violins of Hope is a collection of restored musical instruments that were played by Jewish musicians in ghettos and concentration camps during the Holocaust. These instruments have survived concentration camps, ghettos, pogroms, and many long journeys to tell remarkable stories of injustice, suffering, resilience and survival.

The primary focus of this tour of Violins of Hope is on free educational concerts for middle and high school students. Specifically, we plan to bring professional musicians and educators to middle and high schools in the East Bay estimated 4 weeks in October – November 2026. The school tour will go to all 9 middle and high schools in Livermore. Two for-pay-concerts will be held at the Bankhead theater in Livermore featuring soloist Lindsay Deutsch and the concert group Take 3, who have performed to sold-out concerts at the Bankhead this past year. EBHEC will also be bringing the "Violins of Hope" free exhibit open to the public at the Bankhead Theatre in Livermore for 4 weeks during October and November 2026.

This educational effort fosters partnerships between the arts, educational organizations and the community. It not only exposes people to these rare artifacts of history and the music associated with them, but it also teaches lessons of social injustice, hope, resilience and survival through storytelling that attendees will long remember. By learning the stories and hearing the Violins of Hope instruments, our hope is that people will have a greater appreciation of each other's similarities and differences which will lead to more kindness and respect for each other.

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EXHIBIT A

We have begun assembling an excellent team to manage this project. The project will be run by Larry Lagin, President of EBHEC, who is a retired LLNL Project manager, who has managed teams of 200-300 people with annual budgets up to $50M-$140M. Larry will be again managing Violins of Hope 2026 project and will again be assisted Peg Folta, Retired LLNL Manager.

Of course, the success of this project greatly depends on our Marketing and Fundraising Committee, which will be led by Eileen Vergino, EBHEC Treasurer, and former LLNL manager. Others who have agreed to participate on this committee include several Livermore community leaders who participated in last year's project.

3. **How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)**

The requested grant will be used to partially pay for costs for the Livermore portion of our school program, exhibit and concert programs. Based on our experience in running the last Violins of Hope project, expenses for the first and second year of the project ran 40% in the first year and 60% in the second year. So, with this project estimated to cost $107,000, we will need approximately $43,000 during year 1 and $64,000 during year 2.

4. **Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)**

This educational effort fosters partnerships between the arts, educational organizations and the community. More importantly, it strives to promote a spirit of tolerance of people of all faiths by teaching the lessons from the Holocaust.

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EXHIBIT A

5. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.

Larry Lagin, Project Manager, Co-Chair, Schools Committee Co-Lead

Peg Folta, Co-Chair

Avshi Weinstein, Violins of Hope Co-Founder

Eileen Vergino, Treasurer, Fundraising/Marketing Committee Lead

Anne Giancola, Exhibits Committee Lead

Cookie Segelstein, School Programs Lead, Violinist

Joshua Horowitz, School Programs, Accompanist

Chris Carter, Executive Director, Livermore Valley Performing Arts

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EXHIBIT A

Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$ 44,000	2 x 500 x $55 x 80%
Tuition/Workshop fees	$	
Other:	$	
Subtotal: Earned Revenue	**$ 44,000**	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)* Corporate Sponsors	$	$	$
Grants *(Foundations/Government other than City)*	$ 48,000	$48,000	$
City of Livermore *(other than this grant request)*	$	$	$
Other: Individual Donations	$ 5,000	$ 1,000	$
Subtotal: Contributed Income	**$ 52,000**	**$ 49,000**	**$**

Project & Program Grant Amount Requested	$ 10,000
Total Project Support (Revenue + Income + Grant)	$ 107,000

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	**Amount**	**Notes**
Artistic	$ 30,000	Musicians (30,000)
Production	$ 9,000	LVPAC(7,250), Security (1,750)
Administrative	$ 10,000	See In-Kind Matching Funds
Other: *(describe in Notes)*	$ 0	
Subtotal: Personnel	**$ 49,000**	

General	**Amount**	**Notes**
Venue Rental	$ 4,500	
Materials and Supplies	$ 4,000	
Marketing and Promotion	$ 5,000	
Transportation & Shipping	$ 6,000	
Insurance	$ 5,000	
Other: *(describe in Notes)*	$ 33,500	LVPAC Ticket Fees (8,000), Hotel & Meals (4,000), Other (4,500), ~~Violins of Hope Fee (17,000)~~
Subtotal: General	**$ 58,000**	

Total Project Expenses (Personnel + General)	$ 107,000
Project Surplus (Loss) (*Total Support minus Total Expense*)	$ 0

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

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EXHIBIT A

Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
EBHEC	Corporate Sponsor	$ 25,000
EBHEC	Administrative Services	$ 10,000
EBHEC	Exhibit materials (in kind)	$ 10,000
EBHEC	Project management and volunteers	$ 100,000
		$
		$

Requested Grant Amount: $ 10,000

Cash Match Amount: $ 25,000

In-kind Match Amount: $ 120,000

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EXHIBIT A

Resumes/biographies of key project individuals, generally one page each.

Larry Lagin, Project Manager, Co-Chair, Schools Committee Co-Lead, President, EBHEC

Larry Lagin is a retired scientist and project manager who worked on and helped manage two of the world's largest nuclear fusion research projects at Princeton Plasma Physics and Lawrence Livermore National Laboratory (LLNL). Larry founded a very popular science education outreach program at LLNL in 1997, which he ran at Princeton for many years. The "Science on Saturday" program has reached tens of thousands of students, teachers and family members on both coasts of the U.S. Larry has a BS in Applied Physics (Columbia), MA Physics (Stony Brook) and an MS in Computer Science (Drexel). At LLNL, Larry managed of two scientific and engineering teams with staff of 200-300 engineers and scientists and annual budgets of $50M-$140M. Since retiring in 2014, Larry completed the Post Baccalaureate certificate program in Visual Arts in 2018 from UC Berkeley, specializing in painting. As part of this program, he was required to create a large series of paintings. He then used these paintings to create a multimedia Holocaust exhibit in 2019, which he and other volunteers have been taking to high schools throughout the San Francisco Bay area. He subsequently founded the East Bay Holocaust Education in January 2021 and serves as President. Larry also serves as a Board member for Livermore's Shakespeare Performing Arts Regional Center. Larry and his wife live in Livermore, CA and is an active member of Congregation Beth Emek and Chabad of Tri-Valley in Pleasanton, CA.

Peg Folta, Co-Chair

Peg Folta has over 35 years of experience as a scientist and manager of scientific teams in focus areas of energy, biology and national security. Ms. Folta recently retired from Lawrence Livermore National Laboratory (LLNL) and has remained very active in her community and several non-profits. She is currently on the Advisory Boards of EBHEC and Quest Science Centers. Retired from Lawrence Livermore National Laboratory in 2019, Ms. Folta received a BS in Mathematics from Truman State University in 1981 and a MS in Applied Mathematics from University of Missouri in 1983. Prior to retiring from LLNL, Ms. Folta held several key management positions. These included being HPC4Mfg Program Director, Deputy Energy and Homeland Security Program Manager, NIF Computing Division Lead, NIF User Facility Systems Lead, Associate Department Head for Biocomputing, and Energy, Environment and Biology Computing Division Leader.

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EXHIBIT A

Avshalom Weinstein , Co-Founder, Violins of Hope

Avshalom (Avshi) Weinstein, began working with his father Amnon in 1998 as a violin-maker and restorer of violins, violas, and cellos of the highest level. Avshalom is trained in the tradition of the Italian Cremonese School of violin-makers and the French school of restoration. Avshalom opened his own workshop in Istanbul in 2009, where he continues the family tradition.

Both his father and he have located the violins that were played by Jews in the camps and ghettos, painstakingly piecing them back together so they could be brought to life again on the concert stage. Although most of the musicians who originally played the instruments were silenced by the Holocaust, their voices and spirits live on through the violins that Amnon has lovingly restored Violins of Hope.

Since 2006, these restored instruments have been exhibited and played by leading orchestras and music festivals in Europe and America. Besides concerts, a strong component of the project is to exhibit the violins and bring them to schools and other organizations to experience these amazing instruments and their stories.

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EXHIBIT A

Eileen Vergino, Treasurer, Fundraising/Marketing Committee Lead, Treasurer, EBHEC

Eileen Vergino was a Senior Fellow at the Center for Global Security Research at Lawrence Livermore National Laboratory, where she was responsible for helping to plan and implement CGSR studies with an emphasis on examining the ways in which technology can enhance international security. She oversaw and initiated international science and technology partnerships designed to further U.S. nonproliferation objectives, including collaborative projects in Russia and the Former Soviet Republics, the Middle East, North Africa, and Asia. In addition, she also served as a member of the U.S. Department of Defense Threat Reduction Advisory Committee.
Vergino served as the primary contact and science advisor, representing LLNL with U.S. Department of State, for the International Science and Technology Center and the Science and Technology Center of the Ukraine. As science advisor, she coordinated the LLNL scientific review of projects, provided scientific support to the State Department, including recommendations for project funding, and worked with her counterparts from the European Union, Japan, Korea, Norway, and Canada.
Vergino previously was Director of Education Programs at LLNL, where she was responsible for planning, developing, and implementing education outreach programs for regional and national impact for students and teachers from elementary school through graduate degree programs. Prior to this, she worked for more than 16 years as a seismologist in LLNL's Treaty Verification Program. Her research involved seismic yield estimation and discrimination studies, and she published numerous papers on these subjects. She holds a master's degree in seismology from the Massachusetts Institute of Technology.

Anne Giancola, Exhibits Committee Lead, LPA Visual Arts Manager
Anne brings strong expertise and experience in community collaboration and arts communication to the Bothwell Arts Center. Prior to joining the Bothwell, she co-founded and served as studio director for Rollstone Studios, a non-profit art center near Boston, which was a lynchpin for community revitalization in the New England mill town of Fitchburg, Massachusetts. A working artist, Anne has run a mural painting business for more than 18 years. Combining her skills as a community collaborator with her affinity for working artists, Anne brings together diverse community groups to develop exhibits, performing arts, seminars, workshops and public art projects. A graduate of the University of California Santa Barbara, she has a strong arts and communications background. Anne completed her master's degree with distinction in Applied Communications from Fitchburg State University in 2013.

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EXHIBIT A

Lindsay Deutsch, Featured Violinist

Lindsay Deutsch received her education from the Colburn Conservatory in Los Angeles, where she studied under Robert Lipsett. With her limitless enthusiasm and vast gifts as a performer and entertainer, American violinist, Lindsay Deutsch, is a charismatic and captivating presence on today's music scene. She has thrilled audiences world-wide with her passion for music and brilliant display of technique and musicianship.

Lindsay Deutsch tours as solo violinist with Yanni, having toured with him throughout North America, Saudi Arabia, Uzbekistan, Abu Dhabi, Indonesia and Egypt. Ms. Deutsch can be heard on the theme and all 8 episodes of the Netflix blockbuster series, "The Witcher", which features her prominently as violin soloist and has recorded "The Witcher Suite, Violin Concerto" by Sonya Belousova and Giona Ostinelli for Sony Masterworks, released December, 2021.

Ms. Deutsch feels strongly that the young people of today need to have opportunities to be exposed to the world of classical music. In 2007, Lindsay and her sister, Lauren, co-founded a non-profit organization, the Classics Alive Foundation, www.classicsalive.org, dedicated to building classical music audiences. The Youth Orchestra Residency Program has grown into a popular nationwide program for youth orchestras in which Ms. Deutsch is actively involved.

Cookie Segelstein, Featured Violinist, School Program Lead

Cookie (Marlene) Segelstein received a Bachelor's Degree in Music from the University of Missouri in 1981, and a Master's Degree in Viola from Yale University in 1984 where she studied with Raphael Hillyer (founding member of the Julliard String Quartet) and the late Jesse Levine. She played under the great Leonard Bernstein and Seiji Ozawa at Tanglewood, and studied chamber music with Eugene Lehner of the Kolisch Quartet. In 1984, Cookie joined the New Haven Symphony where she became Assistant Principal Violist in 1991, a position she held until moving to California in 2010. In the spring of 2010, she performed a piece commissioned for her by the orchestra and written by composer Mark Kuss, "Viola Concertino". Cookie has toured the world with her trio Veretski Pass that specializes in the 19th and 20th Century Jewish instrumental folk music of the Carpathian Mountains. They played to a sold-out audience at the Concertgebouw in Amsterdam, and regularly tour Germany, Austria and Switzerland, playing concerts and teaching workshops. She recorded the violin music for the Jewish wedding episode of HBO's "Sex and the City", has recorded many CD's as an expert on Jewish violin style, and written many music books of historical transcriptions. On the board of the San Francisco chapter of American String Teachers Association, and a member of MTAC (Music Teacher's Association of California), Cookie teaches violin and viola students of all ages and levels in both folk and Classical styles.

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EXHIBIT A

Chris Carter, Executive Director, Livermore Valley Performing Arts

Chris Carter became Executive Director for Livermore Valley Performing Arts Center in February 2020. As our Director of Development and Communications since 2014, Chris had overseen some major milestones in fundraising and member recruitment, including growth in annual giving of approximately 60 percent, a doubling of membership to new highs, and record-breaking Brilliance at the Bankhead galas.

Chris brings more than 16 years of non-profit experience to the role. He joined LVPAC from St. Mary's College of California where he had been Director for Annual Giving and Alumni Engagement, responsible for creating comprehensive programs to build connection and involvement among alumni and stimulate annual giving. He also led major projects there such as the college's 150th Anniversary and the inauguration of its 29th President. Committed to furthering education and the arts, Carter remains on the St. Mary's Science Advisory Board and at LVPAC now actively works to support education and community outreach efforts at both the Bankhead Theater and Bothwell Arts Center. A former board director, program chair and presenter for the Tri-Valley Nonprofit Alliance, he is also a member of the Association of Fundraising Professionals and has been a Boy Scouts of America volunteer since 2010. A musician for decades, Chris is also a guitarist with singer-songwriter duo, the LK Project, which has recorded five albums and often performs at local venues. He and his wife, a teacher in the Pleasanton Unified School District, are long-time residents of Pleasanton where they live with their three children.

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EXHIBIT A

Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.

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EXHIBIT A

VIOLINS OF HOPE

Strings of the Holocaust



February 5, 6, & 7, 2023
Bankhead Theater
Livermore

Concerts featuring Livermore-Amador Symphony
Conducted by Lara Webber
Featuring Lindsay Deutsch, violin; Peter Bedrossian, cello; &
Avshalom (Avshi) Weinstein, Violins of Hope Co-Founder.

Presented by East Bay Holocaust Education Center

REMEMBER THE TUNE

There are no wrong notes
when history comes to play
The past is over: no replay or coda
only strings of sorrow
plucking at our hearts

We mourn the empty house
with its jumble of photos on the floor
Bubbie's tea set
waiting for the kettle to boil
on the silent stove



The train whistle blows long and hard

At the camp a boy stumbles out
holding his violin and his Mother's hand
She is pushed to the other line

Later she hears him play
until the notes drift over the smoke
The violin plays on
keeping time with the world
in a forever beat for peace
and the cadence of hope

Deborah Grossman
2009-11 City of Pleasanton Poet Laureate
February 2023

WELCOME TO VIOLINS OF HOPE EAST BAY

Even in the midst of the unspeakable evil of the Holocaust, there was music. In the ghettos and the camps, music was a source of comfort, hope and resistance — a way for the Jews to express themselves and prevent the Nazis from stripping them of their humanity.

About 44 years ago, Amnon Weinstein, one of the most respected violin makers in the world, was visited in his shop in Tel Aviv by a customer bringing an instrument for restoration. The customer got the violin from a Jewish prisoner who was in Auschwitz, and whose job was to play the violin while Nazi soldiers marched others to their deaths in the crematorium. When Weinstein opened the violin, he saw ashes inside. He thought of the 400 members of his own family who had perished and was overwhelmed. He could not bring himself to begin the project.

By 1996, Weinstein was ready. He decided to dedicate his life to locating and restoring violins that were played by Jewish musicians during the Holocaust, so that they can give voice to the voiceless — their owners and the millions who perished at the hands of the Nazis. He calls these instruments the *Violins of Hope*, in the belief that where there was music, there was hope.

Today, Amnon and his son Avshalom (Avshi, co-founder of *Violins of Hope*, have more than 70 instruments in their collection. Avshi and Amnon travel the world with the violins for orchestral and chamber concerts, as well as educational programming so that the violins and their stories will not be silenced.

The East Bay Holocaust Education Center is proud to bring this important opportunity to the San Francisco East Bay. With the help of our sponsors, donors, community partners and volunteers, we have been able to bring twenty-four instruments from Israel to be featured in three concerts and a free exhibition here at the Bankhead Theater in Livermore.

During February, educators and musicians will tour with the violins providing over 30 free assemblies to East Bay schools. We have partnered with other organizations outside the Tri-Valley, that will be staging concerts and other events throughout the Bay Area.

Visit www.ebhec.org for more details.

EAST BAY HOLOCAUST EDUCATION CENTER

PRESENTS

VIOLINS O

Strings of

Livermore-Amador Symphony conducted by Lara Webber
Featuring Lindsay Deutsch, violin and Peter Bedrossian, cello
with Avshi Weinstein, Violins of Hope Co-Founder

Opening Remarks
Larry Lagin, President, East Bay Holocaust Education Center (EBHEC)
Peg Folte, Co-Chair, Violins of Hope East Bay

Program Introduction
Lara Webber, Music Director & Conductor, Livermore-Amador Symphony

Avinu Malkeinu, Max Janowski
Lindsay Deutsch, violin and Peter Bedrossian, cello

Violins of Hope Introductions and video, Wagner violin
Avshi Weinstein, Violins of Hope Co-Founder

Overture on Hebrew Themes, Op. 34, Sergei Prokofiev

Tzur Mishelo (from Sephardic Suite), Lucas Richmann

Music during the Holocaust video

Three Pieces from Schindler's List: Remembrances, Jewish Town, Theme, John Williams, **Lindsay Deutsch, violin**

INTERMISSION

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EXHIBIT A

F HOPE
the Holocaust

Joyce's Story
Rachelle Blaine/Avshi Weinstein

Baal Shem (Three Pictures of Chassidic Life), No. 3 Simchas Torah,
Ernest Bloch, **Lindsay Deustch, violin**

Kol Nidrei (All Vows), Op. 47, Max Bruch,
Peter Bedrossian, cello

Katrin's Violin
Avshi Weinstein

Cuando El Rey Nimrod, Lucas Richmann

Misirlou - Ancient Jewish Roots, Unknown composer,
Lindsay Deutsch, violin

Fiddler on the Roof Medley, Jerry Boch/arranged by Felton Rapley

Closing Remarks
Rabbi Raleigh Resnick, Vice President, EBHEC



Photo Courtesy of Avrom Weinstein

Photography, video and/or audio recording are strictly prohibited.

ABOUT TODAY'S CONCERT

Today's program is a diverse collection: Jewish religious music; folksy Klezmer; Sephardic music; music from a famous movie soundtrack, classical and contemporary music. The mood of the music will gradually move from reverent, to somber and to eventually more hopeful and joyous.

Max Janowski's "Avinu Malkeinu" (Our Father, Our King), is an orchestration based on a prayer that is chanted in synagogues throughout the world. The history of the prayer goes back more than 2000 years.

"Overture on Hebrew Themes, Op. 34," was written by Sergei Prokofiev. He wrote it in the klezmer folk music tradition from Eastern Europe in 1919 while he was in the United States. It began as a work for the combination of clarinet, strings and piano and was later composed for chamber orchestra.

"Tzur Mishelo" is from the "Sephardic Suite" by Lucas Richmann. Jewish Sephardic music was derived from Spain and the Mediterranean region. It is a sweet piece that is derived from a song that is sung at the end of a meal, to express gratitude.

Our next selections are from the Steven Spielberg's award-winning 1993 film *Schindler's List*. The three selections you will hear are "Remembrance," "Jewish Town," and the "Theme" from *Schindler's List*.

There were some Jewish musicians, who escaped from the atrocities in the Holocaust, and produced influential music that were expressions of their Jewish culture and traditions during the era. Such was Ernest Bloch, a Swiss-born American composer, who is recognized as one of the greatest Swiss composers in history. Bloch composed his "Baal Shem, Three Pictures from Chassidic Life" in 1923. This is the last movement of the suite.

"Kol Nidrei, Op. 47 (also known as All Vows)," is a composition for cello and orchestra written by Max Bruch. Kol Nidrei is a Hebrew and Aramaic declaration that is recited in the synagogue at the beginning of the evening service on Yom Kippur, the "Day of Atonement."

Lucas Richmann's "Cuando El Rey Nimrod" from the Sephardi Suite is in the tradition of Jewish Sephardic music derived from Spain.

"Misirlou" is a lively piece with interesting origins that was a feature of klezmer music in the 1920s. You might recognize it!

Our final piece is a medley of songs from "Fiddler on the Roof" written by Jerry Bock and arranged by Felton Rapley.

LIVERMORE-AMADOR SYMPHONY ORCHESTRA



The Livermore Amador Symphony is now is in its 60th season of serving Livermore and the entire Tri Valley region. LAS was established in 1963 by women from the Livermore-Pleasanton branch of the American Association of University Women drawing from talented amateur musicians in the Livermore Valley and surrounding cities. The symphony presents four main concerts at the Bankhead Theater annually, offering a free Pops concert for the community. In collaboration with the Bankhead Theater, LAS offers a Free Family Concert each season.

The mission of LAS is to present musical programs of cultural and educational value for the benefit of the community and to encourage, stimulate and support community interest in the musical arts. LAS continues to foster a musical environment that is welcoming to musicians of all backgrounds and to our increasingly diverse audience and community. The orchestra highlights works of composers from multiple backgrounds and brings symphonic music directly into the lives of children in our local public schools through outreach performances and regularly offers free concerts for the public.

LAS performs regularly with leading musical artists from the San Francisco Bay Area and beyond, and enjoys rewarding collaborations with the Bankhead Theater, and resident local arts organizations. Every season, the orchestra features the winners of its annual Young Musicians Competition, who perform as soloists with the orchestra. LAS also offers awards and scholarships to local high schools student musicians. The Symphony is a member of the Association of California Symphony Orchestras and the League of American Orchestras.

You can learn more about LAS by visiting its website:
livermoreamadorsymphony.org

LARA WEBBER, Conductor and Music Director



Widely admired as a dynamic, creative and engaging conductor, Lara Webber is dedicated to inspiring audiences and community engagement through the power of symphonic music. She has been praised by fellow musicians around the country for her musical depth, genuine expression, strong personal vision, and collaborative spirit. Ms. Webber is the music director and conductor of the Livermore-Amador Symphony and the Palo Alto Philharmonic.

Ms. Webber brings a broad range of experience to the podium. She has held conducting positions with the symphony orchestras of Baltimore and Charleston, and was music director of the Charleston Symphony Orchestra Chorus. Her guest conducting activities include multiple performances with the symphonies of Houston, Pittsburgh, San Antonio, Santa Barbara, Modesto, among several others. She has served as cover-conductor for the San Francisco Symphony and The National Symphony Orchestra. Ms. Webber's operatic associations include posts with Glimmerglass Opera, and conductor of the Baltimore Opera Studio.

Strongly committed to arts education, Ms. Webber was a conductor of the Emmy-nominated Disney's Young Musicians Symphony Orchestra. She has taught student conductors as a faculty member of the League of American Orchestra's Conductor Workshops, and has coached youth and community orchestras. At home in Livermore, Lara is active in her community, bringing music to the local elementary schools, coaching chamber musicians and advocating for the arts as an essential part of the educational curriculum, and a vital part of our culture.

Ms. Webber holds a Bachelor of Music in Vocal Performance, where she studied orchestral conducting with Robert Spano. She received her Master of Music degree from USC , studying with Daniel Lewis.

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EXHIBIT A



LINDSAY DEUTSCH, Violin

Lindsay Deutsch received her education from the Colburn Conservatory in Los Angeles, where she studied under Robert Lipsett. With her limitless enthusiasm and vast gifts as a performer and entertainer, American violinist, Lindsay Deutsch, is a charismatic and captivating presence on today's music scene. She has thrilled audiences world-wide with her passion for music and brilliant display of technique and musicianship.

Ms. Deutsch began her career as a classical soloist, performing concerts with symphony orchestras around the country. Her performance of Astor Piazzolla's "Four Seasons of Buenos Aires" with the Los Angeles Chamber Orchestra conducted by Jeffrey Kahane, was selected for NPR's Symphony Cast Program.

Ms. Deutsch can be heard throughout Netflix's popular show, "The Witcher" and the Hulu series "All About Pam." Her performances on these Sony soundtracks reached No. 1 on the Billboard charts and received millions of streams worldwide. Ms. Deutsch also recorded "The Witcher Suite", Violin Concerto, by Sonya Belousova and Giona Ostinelli for Sony Masterworks, released December, 2021. Lindsay Deutsch tours as solo violinist with Yanni, having toured with him throughout North America, Saudi Arabia, Uzbekistan, Abu Dhabi, Indonesia and Egypt.

Lindsay also performs with and created the popular, genre-defying trio, TAKE3, which brings the refinement of a rigorous classical music background and infuses it with rock-star charisma. Known for their infectious and down to earth onstage personalities, this group has given hundreds of concerts throughout the U.S.

Ms. Deutsch feels strongly that the young people of today need to have opportunities to be exposed to the world of classical music. In 2007, Lindsay and her sister, Lauren, co-founded a non-profit organization, the Classics Alive Foundation, www.classicsalive.org, dedicated to building classical music audiences. The Youth Orchestra Residency Program has grown into a popular nationwide program for youth orchestras in which Ms. Deutsch is actively involved.

"Lindsay is one of the most interesting, imaginative, and downright thrilling young violinists in America today." — Jeffrey Kahane, conductor for LACO and world renowned pianist

PETER BEDROSSIAN, Cello



A native of Long Island, NY, Peter Bedrossian holds an AB and PhD degrees in physics from Harvard University and is on the staff of Lawrence Livermore National Laboratory. Before coming to Livermore, he worked at Sandia National Laboratories in Albuquerque and as an Alexander von Humboldt Fellow at the Jülich Research Center (KFA) in Jülich, Germany. Peter studied cello with Claus Adam and George Neikrug.
Peter currently plays regularly with the Berkeley Symphony and the Bay Philharmonic (formerly Fremont Symphony).

In the Bay Area, he has previously played with the Livermore Valley Opera, Tassajara Symphony, and Pro Arte Symphony.

RACHELLE BLAINE



As the only child of Joyce Vanderveen and her beloved husband, Louis Blaine, who was the head of the International Publicity and Public Relations Department at Universal Pictures, Rachelle was fortunate to be exposed to the arts from an early age. She spent hours watching her mother rehearse for professional ballet performances, listening to classical music and observing other dancers. Because of the nature of her father's work, she met journalists and diplomats from around the world. It was a great privilege she didn't realize at the time. As she grew older, those embedded experiences instilled a love of the fine arts and literature.

Rachelle graduated from Stephens College, having earned part of her degree at Cambridge and Oxford Universities. Her first job was at Universal, where she spent her entire career, including an executive position with Universal Television. She worked with producers, writers, and other executives in the development of Prime Time shows from inception to network delivery. They delivered eight shows a week. Eventually, she took a break from the industry and pursued her passion for antique and vintage costume jewelry. She wound up returning to Universal in a part time capacity, allowing her to indulge in her love for vintage jewelry, while also working with the top brass for Universal Pictures. She has since retired from Universal, but remains an antique and vintage costume jewelry dealer and historian in Pasadena, California. She is also very close to her two Dutch cousins in Amsterdam, the daughters of her mother's sister.

LIVERMORE-AMADOR SYMPHONY ORCHESTRA

LARA WEBBER, CONDUCTOR & MUSIC DIRECTOR

Music Director Emeritus, Arthur P. Barnes

VIOLIN I
Josepha Fath, *Concertmaster*
Juliana Zolyniak, *Assistant Concertmaster*
Norman Back
Felize Bourguet
Judy Eckart
Lana Hodde
Susan Ivie
Doug Morrison
Michael Peach
Nick Travis
Anthony Westrope
Fiona Xie

VIOLIN II
Ursula Goldstein, *Principal*
Anne Anaya
Stephanie Black
Mary Burchett
Lisa Burkhart
Jeana Ernst
Stacey Hughes
Denise Leddon
Jacqueline McBride
Nissa Nack
Leslie Stevens
Emily Wasley

VIOLA
Judy Beck, *Principal*
Lynda Alvarez
Audrey Horning
Girish Koneligi
Fernanda Van Atta
Esteban Zaplain

CELLO
Peter Bedrossian, *Principal*
Claire Armstrong
Alan Copeland
Aidan Epstein
Joanne Lanigan
Paul Pappas
Elise Van Gelder

STRING BASS
Aaron Flattner, *Principal*
Richard Hibbs
Nick James

FLUTE
Marianne Dealer, *Principal*
Victor Villareal
Beth Wilson

OBOE
Eva Langfeldt, *Principal*
Jeanne Brown

ENGLISH HORN
Jeanne Brown

CLARINET
Lesley Watson, *Principal*
Kathy Baxter

BASSOON
Doug Stark, *Principal*
Katie Brunner

HORN
Christine Ann Immesoete, *Principal*
James Hartman
Roger Henderson
Bryan Waugh

TRUMPET
Michael Portnoff, *Principal*
Bob Bryant
Anthony Manuel

TROMBONE
Diane Schildbach, *Principal*
Andwar Johnson

BASS TROMBONE
Marcus Schildbach

TIMPANI
April Nissen

PERCUSSION
April Nissen, *Principal*
Walter Nissen
Pranav Singh

PIANO/CELESTA
April Nissen

HARP
Contance Koo

GUEST ASSISTANT CONDUCTOR
David Baker

VIOLINS OF HOPE FOUNDERS

AMNON WEINSTEIN has spent the last two decades locating and restoring violins that were played by Jewish musicians during the Holocaust.

He dedicates this important work to 400 relatives he never knew. These grandparents, uncles, aunts, and cousins stayed behind in Eastern Europe when Amnon's parents, Moshe and Golda, immigrated in 1938 to Palestine, where Moshe opened a violin shop. After the war, Moshe learned that his entire family—400 in all—had been murdered during the Holocaust. Subsequently, Moshe never spoke of his family again. When young Amnon would ask Golda about their relatives, she would show him a book about the Holocaust. Pointing to the ghastly photos of the dead, she would say, "This is our family." She would break down in tears, unable to explain further.

After growing up to become one of the most respected violin makers in the world, Amnon became determined to reclaim his lost heritage. He started locating violins that were played by Jews in the camps and ghettos, painstakingly piecing them back together so they could be brought to life again on the concert stage. Although most of the musicians who originally played the instruments were silenced by the Holocaust, their voices and spirits live on through the violins that Amnon has lovingly restored. He calls these instruments the **Violins of Hope.**

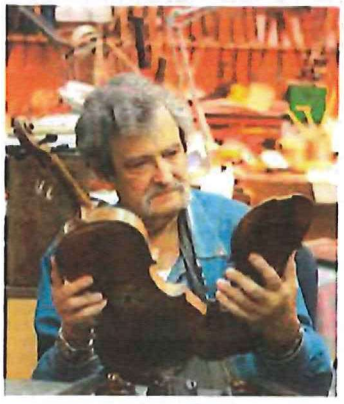


Photo Courtesy of Amnon Weinstein

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EXHIBIT A

Third-generation Israeli violin maker **AVSHALOM (AVSHI) WEINSTEIN** was trained by his father, master violin-maker Amnon Weinstein. He began working with his father in their Tel Aviv atelier in 1998 as a violin-maker and restorer of violins, violas and cellos of the highest level. Avshalom is trained in the tradition of the Italian Cremonese School of violinmakers and the French school of restoration. Avshalom also joined his father in Keshet Eilon Violin- and Bow-making atelier at Keshet Eilon Master Class for young violinists each summer since 1998. He was invited to join the CAKA Program (Cihat Askin and Kucuk Arkadaslari) in Turkey in 2006, and has been working during CAKA courses since then. Avshalom opened his own workshop in Istanbul in 2009, where he continues the family tradition. Avshalom has also been training with Master Bow-Maker Daniel Schmidt from Dresden in bow repairs since 2009. Avshalom is the founder of Violins of Hope project together with his father. Violins of Hope refers to the Weinsteins' collection of instruments with unique stories dating back to Jewish musical tradition and World War II. Both Amnon and Avshalom Weinstein collect these instruments and restore them with love and attention and bring them back to life as concert instruments.

Since 2006 Violins of Hope were invited by leading orchestras and music festivals in Europe and America, among which was The Berlinar Philharmoniker in January 2015; the Cleveland Symphony in September 2015; and many others. The project also includes chamber music concerts as well as educational programs, lectures, exhibitions of instruments and their histories.

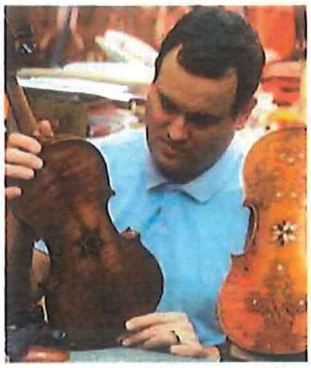


Photo Courtesy of Amnon Weinstein

ABOUT THE VIOLINS

The Violins of Hope is a collection of restored musical instruments that were played by Jewish musicians during the Holocaust. These instruments have survived concentration camps, ghettos, pogroms, and many long journeys to tell remarkable stories of injustice, suffering, resilience and survival.

The collection consists of over 100 violins, violas and cellos. Both Amnon and Avshalom Weinstein have collected these instruments and restored them with love and attention, bringing them back to life to be played.

We are very fortunate to have twenty-four of these instruments participating in Violins of Hope East Bay. The following are only a few of them being played or exhibited in our community.

For more information about these instruments, visit our exhibit in the lobby, and check out www.ebhec.org/violins.

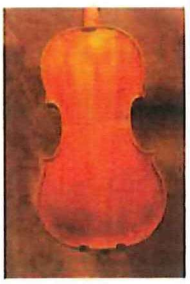


Photo courtesy of Amnon Weinstein

WAGNER VIOLIN

SPONSORED BY LORI SOUZA AND BRYAN BALAZS





MADE BY BENEDICT WAGNER IN GERMANY, 1774

This fine, high-quality instrument belonged to a member of the Palestine Orchestra. It's called the Wagner violin. It will be played tonight by our featured violin soloist Lindsay Deutsch.

The Israel Philharmonic Orchestra was founded as the Palestine Symphony Orchestra by violinist Bronislaw Huberman in 1936, and saved hundreds of Jewish musicians who fled Europe after the Nazis took power and were dismissed from European orchestras. During the War, the members of the Orchestra performed over 140 concerts for the Allied troops. After the state of Israel was established in 1948, the Orchestra was renamed the Israel Philharmonic Orchestra.

Many members of the Palestine Symphony Orchestra brought top-quality, German-made instruments with them to Palestine when they escaped Europe. After the war, they refused to play these instruments. There was also an unofficial ban on playing the music of Richard Wagner, whose anti-Semitic writings and compositions became powerful symbols for the Nazis. Several violinists destroyed their German-made violins, and others were given or sold. This is the first violin that *Violins of Hope* was purchased. The Wagner violin was made by the eighteenth-century German violin maker Benedict Wagner, who was no relation to the composer of the same last name.

KATRIN VIOLIN

SPONSORED BY DARCIE KENT ESTATES VINEYARDS





This violin was played by a young Jewish boy who fled Poland with only his violin. He eventually made his way to a small village in the middle of the Belgian countryside. One day, the young boy was arrested by the Nazis. His violin was found on his bed by the family who he was staying with.

The violin remained silent during the war. Afterwards, the family offered the violin to their niece, a young girl named Catherine, who began playing the violin once again. Several years later, Catherine learned the real story and origin of the violin. Shocked, Catherine ran out of the house into the fields bordering her village with the instrument. Somewhere, in the middle of the field, the young girl whispered a prayer and picked some wildflowers. She placed them delicately on the violin before closing it in its case.

For many decades, the forgotten case remained closed and locked because Catherine no longer dared to play the instrument. In recent years, following broadcast about the Violins of Hope on a French public TV channel, Catherine contacted Amnon Weinstein and gave the violin to him in Israel.

After Amnon dismantled the instrument, he discovered an uncommon surprise. By opening the body of the instrument, Amnon discovered the dried and faded flowers that Catherine had placed many years ago. He decided to embed them in the body of the instrument. Now, the "Violin of the Flowers" will live again: today and forever.

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EXHIBIT A

ZIMMERMAN VIOLIN

SPONSORED BY
TRI VALLEY NONPROFIT ALLIANCE





MADE BY YAACOV ZIMMERMAN IN POLAND, 1929

Yaacov Zimermann worked in Warsaw, Poland and had many clients. He was known to support young violinists such as Michel Swalbe and Ida Haendel. Ida was a child prodigy who turned into a world-known virtuoso.

This hand-made violin is outstanding because it is unusually decorated by five Stars of David, four on the upper deck and one on the back. The decorations were made with glue mixed with black powder, usually made to order.

Unfortunately, the violin was found in very bad condition. The varnish was almost non-existent and it gave the impression of having been played most of the time under adverse conditions. It was repaired meticulously for a year and a half and now serves as a concert instrument.

SANDOR FISHER VIOLIN

SPONSORED BY
LARRY AND RONNA LAGIN





Valeria Telchner was born in 1925 as Valeria Telchner in Hungary. However, Telchner was named A 12763 when she was sent to Auschwitz. She started violin lessons at age 6 and stopped playing only when life became unbearable. On the cattle train to Auschwitz, 1944, she forgot her violin. Getting off the train she went through a "selection" where she lost her mother. When sent to the music barracks, she cried, unable to play. She was sent back to the laundry barracks, only to go through another "selection" and end up in Gorelitz. This was a hard-labor camp, used as a munition factory.

On Christmas eve, all prisoner-musicians were made to play and sing for the commanders. Valeria sang *Lorelei*, accompanying herself on the violin. She was liberated by the Soviets May 8, 1945, and soon met Sandor Fisher, whom she married.

Fisher was born in 1919 in Romania. He started violin lessons at age 6 and studied singing and acting for 12 years. At 18, he changed his name to Farago Sandor, because Jews were persecuted and he was a part of the local opera company. When the situation worsened and his father was conscripted to hard labor, Sandor replaced him and his violin accompanied him to the work camp. Soon Sandor was ordered to entertain the officers during dinner. In 1944, he managed to escape the labor camp and join the Soviets. He stayed in Hungary for several years until emigrating to Israel, marrying Valeria and raising a family of three daughters, grandchildren and great-grandchildren. All along, said his daughters, he never parted with his violin. He played to the end of his days.

ALFRED BERNHEIM VIOLIN

EBHEC GRATEFULLY ACKNOWLEDGES THE DE YOUNG AND LEGION OF HONOR MUSEUMS





MADE IN GERMANY

Alfred Bernheim married Berta in1903 in the South of Germany. They lived in Passau, then a major town where they owned a small shop. Soon the small shop was prosperous and became a four-story general shop, catering to all goods and modeled after the largest shops in Paris, boasting the first elevator and telephone in town. Needless to say, it made the Bernheims rich and the town's people jealous.

Alfred and Berta had three children – Helena, Zigbert and Felix. All three were active sports champions and popular, enjoying a life-style unheard of in town. When Alfred and Berta turned 60, they passed the business to their sons, as Helena married and moved away.

In the 1930's the Nazis became active in Southern Germany, while Passau was one of the first Nazi strongholds. The Hitler family lived (across the street from the Bernheims), so did Eichmann and Himler taught school. Nazi terrorism was a daily event. In October 1935 the Bernheims were forced to sell their prosperous shop, not before they were marched naked along the main street and humiliated publicly and Felix was imprisoned for six weeks. Realizing further persecutions, Zigbert traveled to Palestine and bought land North of Herzelia. He married Alsbeth and left Germany. His parents left for France, where they were send to a concentration camp. Their daughter Helena managed to release them and all went into hiding and survived the war. After the WW2 Alfred and Berta settled in Israel with their son Zigbert. Both died in 1953.

OVER 40 FREE EAST BAY SCHOOL ASSEMBLIES



Photo courtesy of Amnon Weinstein

Avshalom Weinstein and professional musicians will be touring East Bay middle and high schools with the Violins of Hope for free educational concerts. This life-changing educational program will reach tens of thousands of students and adults and emphasize messages of hope, tolerance, and resilience through music, bringing the violins' stories alive.

The music of violins comes alive again at free educational assemblies during the daytime at middle schools and high schools in the San Francisco East Bay.

Assembly-type concerts performed at the schools by Jewish Klezmer group Veretski Pass with special performances by violinist Cookie Segelstein and on accordionist Joshua Horowitz. Avshi Weinstein, co-founder of Violins of Hope, will also provide stories for several of the instruments.

A free teacher's guide is available for teachers to supplement their students' Holocaust education and the violins visit to their schools. Special thanks to University of North Carolina Charlotte for sharing their comprehensive teacher's guide with the East Bay.

SCHOOL SPONSORS

James and Karen Heltz
Edward and Stephanie Moses
Rotary Club of San Ramon
Sandia National Laboratories
Wente Foundation for Arts Education

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EXHIBIT A



COOKIE SEGELSTEIN, Violin

Cookie (Marlene) Segelstein received a Bachelor's Degree in Music from the University of Missouri in 1981, and a Master's Degree in Viola from Yale University in 1984 where she studied with Raphael Hillyer (founding member of the Julliard String Quartet) and the late Jesse Levine. She played under the great Leonard Bernstein and Seiji Ozawa at Tanglewood, and studied chamber music with Eugene Lehner of the Kolisch Quartet.

In 1984, Cookie joined the New Haven Symphony where she became Assistant Principal Violist in 1991, a position she held until moving to California in 2010. In 2009 the New Haven Symphony recorded William Walton's Symphony No. 1 (Nimbus Records) and was seen in the Robert De Niro movie, "Everybody's Fine." In 1985, she joined Orchestra New England, a chamber orchestra specializing in the music of Charles Ives with whom she recorded The Orchestral Music of Charles Ives (Koch, 3-7025-2 H1). She became Principal Violist with O.N.E . in 1991, and has performed many solo works with them, including the Brandenburg Concertos #3 and #6, "Elegy" by Gustav Holst. In the spring of 2010, she performed a piece commissioned for her by the orchestra and written by composer Mark Kuss, "Viola Concertino."

Cookie has toured the world with her trio Veretski Pass that specializes in the 19th and 20th Century Jewish instrumental folk music of the Carpathian mountains. They played to a sold out audience at the Concertgebouw in Amsterdam, and regularly tour Germany, Austria and Switzerland, playing concerts and teaching workshops. She recorded the violin music for the Jewish wedding episode of HBO's "Sex and the City," has recorded many CD's as an expert on Jewish violin style, and written many music books of historical transcriptions.

On the board of the San Francisco chapter of American String Teachers Association, and a member of MTAC (Music Teacher's Association of California), Cookie teaches violin and viola students of all ages and levels in both folk and Classical styles.



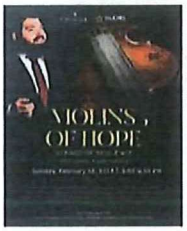
JOSHUA HOROWITZ, Accordion

Joshua Horowitz, chromatic button accordion, cimbalom and piano, received his Masters degree in Composition and Music Theory from the Academy of Music in Graz, Austria, where he taught Music Theory and served as Research Fellow and Director of the Yiddish Music Research Project for eight years.

He is the founder and director of the ensemble Budowitz, a founding member of Veretski Pass and has performed and recorded with Itzhak Perlman, The Vienna Chamber Orchestra, Theodore Bikel, Ben Goldberg, Rubin and Horowitz, Brave Old World, Adrienne Cooper and Ruth Yaakov. His music was recently featured in the British film, "Some of my best friends are... Jewish / Muslim," awarded the Sandford St. Martin Trust Religious Broadcasting Award and is also featured in the new film by Jes Benstock, "The Holocaust Tourist."

His recordings with Veretski Pass, Budowitz, the Vienna Chamber Orchestra, Rubin & Horowitz and Alicia Svigals, have achieved international recognition and he is the recipient of more than 40 awards for his work as both composer and performer.

SEE AND HEAR THE VIOLINS AT OTHER CONCERTS IN THE BAY AREA THIS MONTH!



During the last two weeks of February and early March, we have partnered with several organizations so that the Violins could be used for other concerts throughout the Bay area.

For more information about these events, visit www.ebhec.org/allevents.

FREE EXHIBITS IN THE THEATER LOBBY
UNCLE Credit Union Art Gallery
January 31 - February 12, 2023*
11 am to 6 pm daily



Photo courtesy of Amnon Weinstein

Learn more about the Violins of Hope project, its founders, and a collection of some of the restored instruments. Find out how music provided hope for Jewish musicians and occupants of ghettos and concentration camps. Learn about orchestras that were formed in many ghettos and concentration camps consisting of Jewish musicians. See videos about the Violins of Hope and about personal experiences by Jewish musicians in camps and ghettos.

Guided tours (Mon.-Thurs. 11 am-1 pm; Fri.-Sun. 4 pm - 6 pm).

* NOTE: Check www.ebhec.org/violins-exhibit for more information about dates and times.

FREE TALK IN THE LOBBY – FEB. 6, 11:00 AM



Prima ballerina Joyce Vandeerveen. Courtesy of R. Blaine.

Each of the Violins of Hope instruments was owned and played by a Jewish musician during the Holocaust. Each has its own story of hope, resilience and survival. Join Rachelle Blaine, daughter of Holocaust survivor Joyce Vandeerveen, for a free talk about her mom's experiences during the Holocaust, and subsequent career as a prima ballerina in Europe and television and movie star in Hollywood. Listen to her mom describe her connection with Anne Frank. See her mom's violin, which Rachelle recently donated to Violins of Hope.

FREE TALKS IN THE LOBBY – FEB. 3 and 8, 4:00 PM



Photo courtesy of Amnon Weinstein

Come to free talks by Avshi Weinstein, co-founder of Violins of Hope. We are privileged to have Mr. Weinstein talk about the Violins of Hope project and provide stories about several of these special instruments in their collection.

The talks will be held in the Bankhead Lobby on Feb. 3 at 4 pm and on Feb. 8 at 4 pm.

FILMS AND BOOKS







EBHEC is proud to sponsor two films at this year's East Bay International Jewish Film Festival. The documentary *Orchestra of Exiles* will be streamed online from March 20-24 and the Academy award-nominated shortfilm *Joe's Violin* will be shown with *Farewell MisterHaffmann* (7:40 PM)at the Vine Cinema on March 26at 7:00 PM. Admission for students 18 and under is free. For tickets and info checkwww.eastbayjewishfilm.org.

Copies of James A. Grymes' book *Violins of Hope: Stories of the Holocaust - Instruments of Hope and Liberation in Mankind's Darkest Hour* are available for purchase at Towne Center Books in Livermore and Pleasanton this month.

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EXHIBIT A

EAST BAY HOLOCAUST EDUCATION CENTER

The East Bay Holocaust Education Center's (EBHEC mission is to create a comprehensive resource center in the San Francisco East Bay area to educate people of all faiths about the Holocaust and honor its victims. We also wish to promote a spirit of universal tolerance and peace, using the lessons of the Holocaust to serve as a reminder that genocide can happen at any time, at any place.

We are committed to preserving the memory of this horrific event by providing educational programs for residents of the San Francisco East Bay Area region.

Since being founded as a 501(c)3 non-profit corporation in the Pleasanton, CA, in January 2021, EBHEC has provided over twenty Holocaust educational programs to the region, many of them free to the public.

For more information about EBHEC and its programs, check out our website at www.ebhec.org.

Larry Lagin
President, East Bay Holocaust Education Center



THE EAST BAY HOLOCAUST EDUCATION CENTER IS A 501(C)(3) NON-PROFIT CORPORATION. DONATIONS ARE TAX DEDUCTIBLE TO THE FULL EXTENT OF THE LAW.

THANK YOU TO OUR SPONSORS!

California Arts Council, A State Agency
JCF Federation
Larry & Ronna Lagin
Tillie and Rene Mollie Endowment For Holocaust Remembrance
Livermore Arts Foundation
East Bay Holocaust Education Center
Livermore Valley arts
County of Alameda, California
Livermore
Chabad
JCC contra costa
Lori Souza & Bryan Balam
Wente Vineyards
Tri-Valley Nonprofit Alliance
de Young museum
Jim & Karen Holtz In honor of our children and grandchildren
Edward & Stephanie Moses
Wente Foundation for Arts Education
Mark & Marie Trinka
Sandia National Laboratories
Rotary Club of San Ramon
Gina Bonanno
Peg & Jim Folta
Dona Crawford
Denise Watkins
Vic & Cathleen deOrnelas
Rotary Club of Livermore
Jeff Cohen
Cheryl Cohen
Jean Shuler
Monya Lane & Bob Bryant

THANK YOU TO OUR COMMUNITY PARTNERS!

Asbury United Methodist Church
Chabad
Congregation Beth Israel
Dublin Unified School District
Livermore School District
Pleasanton
Rotary Club of Livermore
San Ramon Valley Unified School District
Rotary Club of San Ramon
Kol Shofar
Temple Isaiah
SPARC
Temple Beth Torah
Cantabella
St. Raymond Catholic Church
Beth Chaim Congregation
Congregation Beth David
Congregation B'nai Tikvah
Tri-Valley Film Festival
JCC contra costa
Livermore Cultural Arts Council
Del Valle Fine Arts

THANK YOU TO OUR DONORS!

Monya Lane and Bob Bryant
St. Raymond's Church Women's Guild
Shari Johnson
Lara Webber
Cuda Ridge Wines
Rotary Club of Dublin
Ira and Deborah Madnick
Colette Lay
Wood Family Vineyards

THANK YOU TO THE FOLLOWING WHO HAVE HELPED US WITH TODAY'S CONCERT

Avshi Weinstein • Livermore-Amador Symphony Orchestra
Lara Webber • Tim Barry • Alan Frank • Beth Wilson
Lindsay Deutsch • Peter Bedrossian
Chris Carter • Eric Johnson • Anne Giancola
Rachel Anderson • Reanna Bradford • Gary Brundik
Carol Edwards • Ruth Egherman • Scott Johnson
Andrew Kracht • Bernice LaRosa • Allie Lopiano-Hastey
Brittany Mulgrew • Brian Olkowski • Debra Olson • Ann Rice
Jim Hartmann • Bryan Waugh • HighCom Security Services
Lisa Tromovitch • Livermore Arts Volunteers

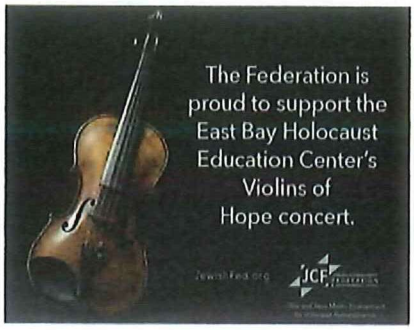
THANK YOU TO OUR VOLUNTEERS!

Rick Altman • Ken Ball • Gina Bonanno • David & Wendy Burg
Cheryl Cohen • Sharon & Simon Cohen • Tuan Essence • Matt Finders
Jim Folta • Peg Folta (Co-Chair) • Riva Gambert • Deborah Grossman
Karen Holtz • Anne Giancola • Holly Hamilton • Kyle Kaldustahl • Deborah Lagin
Larry Lagin (Co-Chair) • Noah Lagin • Ronna Lagin • Terry Land
Jeff & Nancy Lewis • Ira & Deborah Madnick • Jan Mahood • Trish Munro
Janet Milder • Martie Muldoon • Rabbi Raleigh Resnick (Co-Chair) • Steve Rossi
Lori Souza • Eileen Vergino • Mike Vergino • Linda Waldroup • David Yaffe

DUE TO OUR PRESS DEADLINE, WE MAY HAVE MISSED SOMEONE. TO ALL THOSE WHO MAY NOT HAVE BEEN INCLUDED, WE GIVE OUR HEARTFELT THANKS.

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EXHIBIT A



Violins of Hope East Bay is supported in part through an Arts Education Exposure grant from the California Arts Council

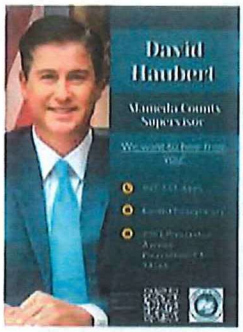
CALIFORNIA ARTS COUNCIL
A STATE AGENCY

JCC contra costa

The Contra Costa JCC is proud to be a sponsor of **Violins of Hope** and its educational programming.

EBHEC would like to thank the City of Livermore Commission for the Arts for their support Violins of Hope East Bay!

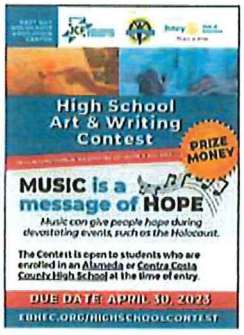
LIVERMORE



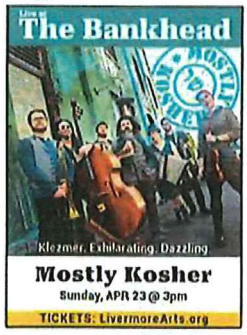


FREE Online Holocaust Exhibit

EBHEC.ORG







Chabad of Tri-Valley is proud to be a supporter of Violins of Hope East Bay!

Chabad OF THE TRI-VALLEY

VIOLINS OF HOPE
EXHIBITION
JANUARY 31– FEBRUARY 12, 2023

Bankhead Theater Lobby
UNCLE Credit Union Art Gallery
2400 First Street Livermore, CA 94550

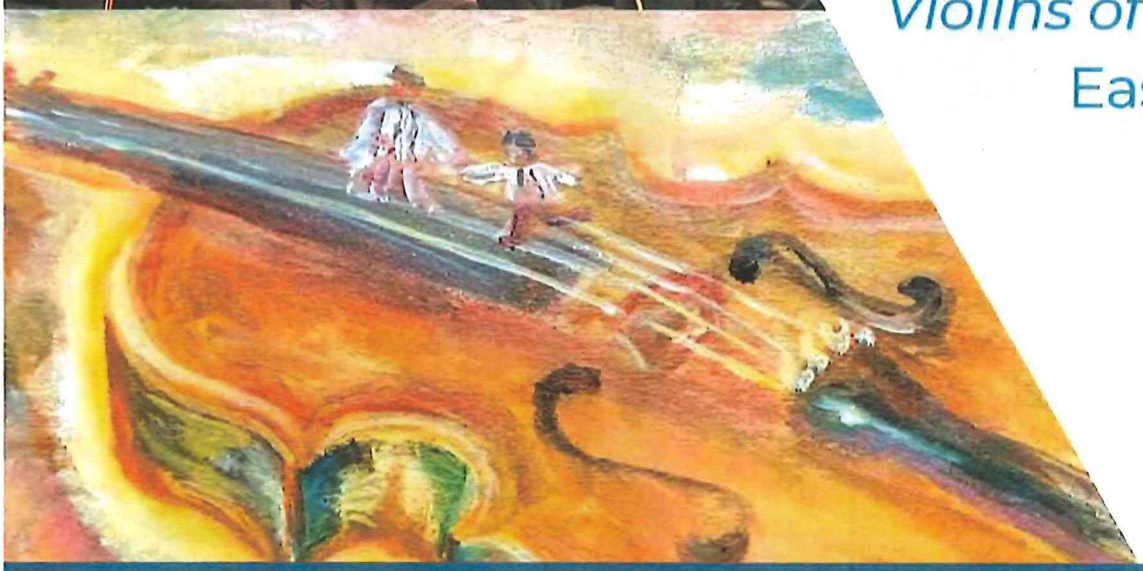
Exhibit Hours: 11 am – 6 pm
Guided Tours (Mon-Thurs.): 11 am - 1 pm
Guided Tours (Fri.-Sun.): 4 pm – 6 pm

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EXHIBIT A







EAST BAY HOLOCAUST EDUCATION CENTER

ANNUAL REPORT

2022 & 2023

Proud Sponsor of
Violins of Hope
East Bay

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EXHIBIT A











Dear Friends,

Thank you for all that we accomplished together during 2022 and 2023. **We couldn't have done it without your support!**

Following our inaugural year in 2021 in which we sponsored over a dozen Holocaust education programs, we kicked off 2022 with free live-screenings of **two Holocaust films** in partnership with the East Bay Jewish International Film Festival in March. This was followed by a **free touring Holocaust art and multimedia exhibit** for the public in Pleasanton and San Ramon Apr-Jun 2022, and a **free Holocaust talk** by Henry Michalski at the Firehouse Theater in June in Pleasanton.

For the rest of 2022, a team of over 20 volunteers helped us plan for **Violins of Hope East Bay**, which we hosted between Jan to Mar 2023, with over **60 events** which were attended by over **17,800 people.**

Violins of Hope East Bay was certainly the highlight for our young organization. The next pages describe some of our events during 2022 and 2023 and upcoming exciting programs that we are planning for 2024.

Thank you again for all your support!

Larry Lagin

Larry Lagin
President of EBHEC

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EXHIBIT A

About EBHEC

Our mission is to create a comprehensive resource in the San Francisco East Bay area to educate people of all faiths about the Holocaust and honor its victims. We also wish to promote a spirit of universal tolerance and peace, using the lessons of the Holocaust to serve as a reminder that genocide can happen at any time, at any place.

We are committed to preserving the memory of this horrific event by providing educational programs for residents of the San Francisco East Bay region.

During 2023, over 17,800 people attended the 60 Holocaust education events of Violins of Hope East Bay that we sponsored!



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EXHIBIT A





Everyone at

Thanks you for an







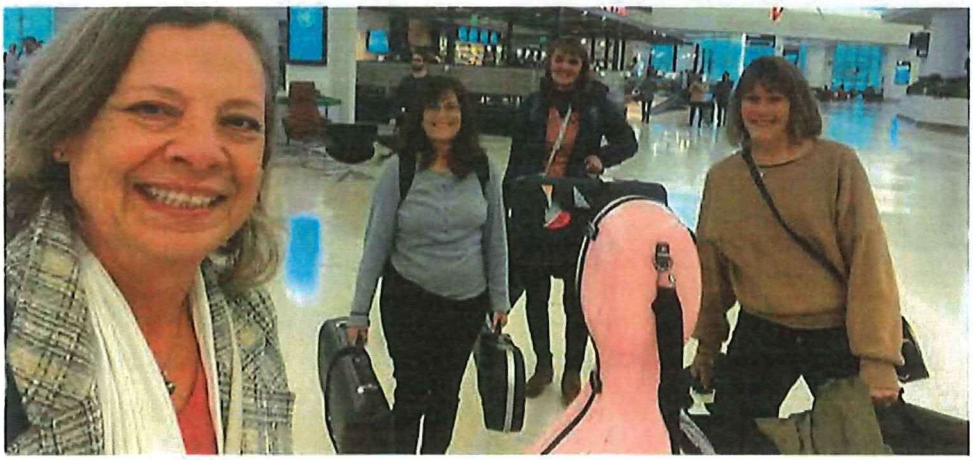


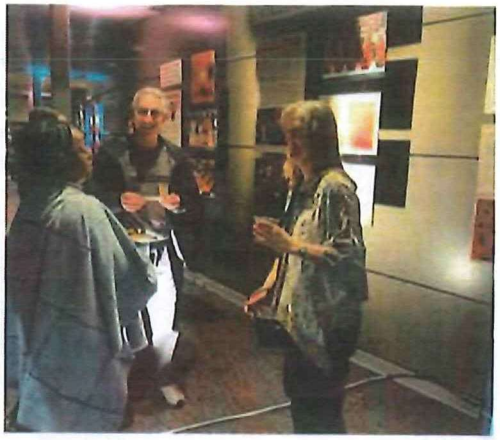


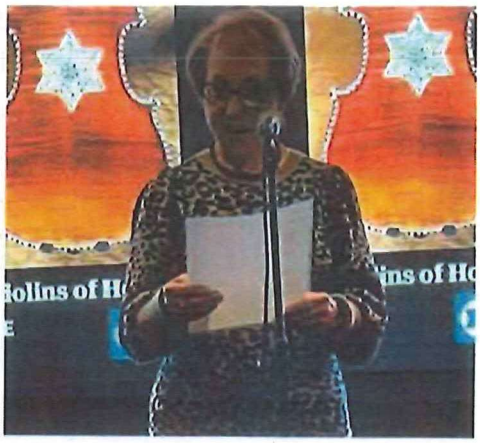
Photo credit Ken Ball

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EXHIBIT A







EBHEC extraordinary year!











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EXHIBIT A

Violins of Hope Concerts

February 5, 6, & 7, 2023 at the Bankhead Theater, Livermore

Violins of Hope is a collection of restored violins that were played by Jewish musicians during the Holocaust. These instruments have survived concentration camps, ghettos, pogroms, and many long journeys to tell remarkable stories of injustice, suffering, resilience, and survival.

Performed by Livermore-Amador Symphony (LAS) and conducted by **Lara Webber** with special performances by violinist **Lindsay Deutsch** and cellist **Peter Bedrossian**, these concerts moved the community. **Avshi Weinstein**, co-founder of Violins of Hope, provided stories for several of the instruments.

Thank you for joining us on the journey through time and music with Violins of Hope!



Special Thanks to our Sponsors of Violins of Hope East Bay!

California Arts Council
San Francisco Jewish Community and Endowment Fund
Larry and Ronna Lagin
Livermore Amador Symphony
Alameda County
Livermore Valley Arts
City of Livermore
Conta Costa JCC
Chabad of Tri-Valley
Darcie Kent Vineyards
Lori Souza and Bryan Balazs
Tri-Valley Nonprofit Alliance
Wente Foundation for the Arts
Edward and Stephanie Moses
Sandia National Laboratories
Rotary Club of San Ramon
Mark and Marie Triska
Jim and Peg Folta
Gina Bonanno
Rotary Club of Livermore
Vic and Cathleen deOrnelas
Roary Club of Livermore
Jeff and Cheryl Cohen
Rotary Club of Pleasanton
Monya Lane and Bob Bryant
Dona Crawford
Jean Shuler
Denise Watkins

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EXHIBIT A



Special thanks to Avshi Weinstein, co-founder of Violins of Hope, who presented moving stories about the Violins of Hope project, and several stories about the Violins of Hope instruments during **3 sold-out** concert performed at the Bankhead Theater in Livemore!

"We are so grateful to have been asked to create these concerts with you all, and the experience of Violins of Hope was extraordinary for our musicians along with the community as a whole. Thank you for trusting us and working with us."
—Lara Webber, LAS Artistic Director

3 concerts

1,400
attendees



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EXHIBIT A

It takes a Community!







Special Thanks to our Community Partners of Violins of Hope East Bay!

Asbury United Methodist Church
Contra Costa JCC
Chabad of Tri-Valley
Congregation Beth Emek
Dublin Unified School District
East Bay Jewish International Film Festival
Kol Shofar
Livermore Valley Joint Unified School District
Pleasanton Unified School District
Rotary Club of Livermore
San Ramon Valley Unified School District
Beth Chaim Congregation
Temple Beth Torah
St. Raymond Catholic Church
SPARC
Temple Isaiah
Del Val Fine Arts
Livermore Cultural Arts Council
Congregation Beth David
Congregation B'Nai Tikvah

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EXHIBIT A





Violins of Hope Free Exhibits

January 31 - February 12, 2023

Over **1,700** people visited the exhibit at the Bankhead Theater in Livermore. The exhibit included information about the Violins of Hope project, its founders and a collection of the restored instruments along with stories of each violin. It also includes information about how music provided hope for Jewish musicians and occupants of ghettos and concentration camps during the Holocaust. Information about orchestras that were formed in many ghettos and concentration camps consisting of Jewish musicians.

13 days

1,700
attendees

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EXHIBIT A



3 Free Lectures

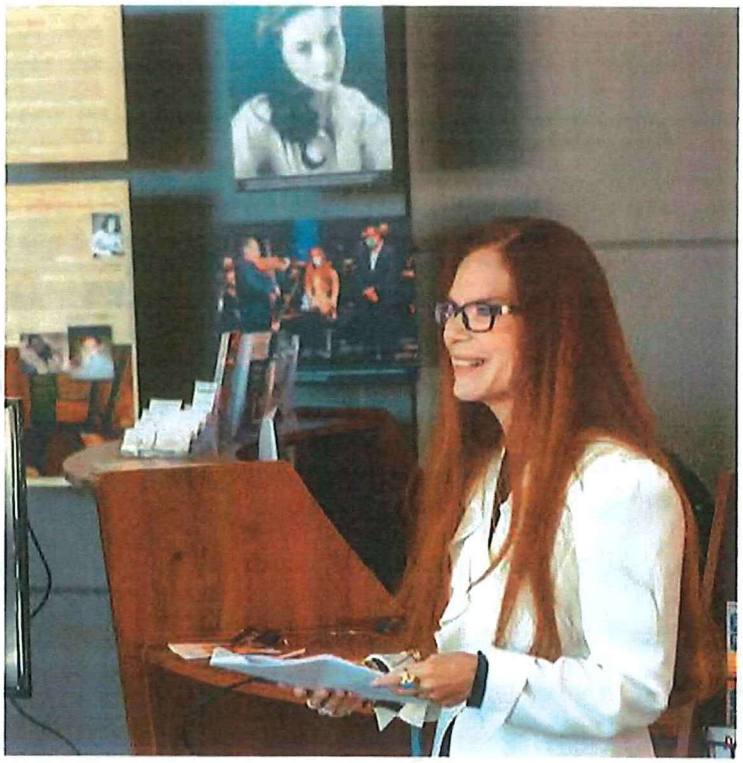
Feb 3, 6, and 8

People also attended **free lectures** by **Avhsi Weinstein**, co-founder of Violins of Hope, and **Rachelle Blaine**. Blaine, the daughter of Holocaust survivor Joyce Vanderveen, donated her mother's violin to Violins of Hope a few years ago.

100 attendees

Rachelle talked about her mother's experiences as a young Jewish girl during the Holocaust, and how she eventually became a Prima Ballerina in Europe and a television and movie star in Hollywood.





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EXHIBIT A



Free School Assemblies

Visiting artists and Violins of Hope Co-Founder

Between January 31 and March 3, 2023, we presented **47** free educational concerts during the daytime at middle schools and high schools in the East Bay. Featuring performances by Jewish Klezmer group Veretski Pass with special performances by violinist **Cookie Segelstein** and accordionist **Joshua Horowitz**. **Avshi Weinstein**, co-founder of Violins of Hope, also provided stories for several of the instruments.

47 assemblies

13,500
students and teachers

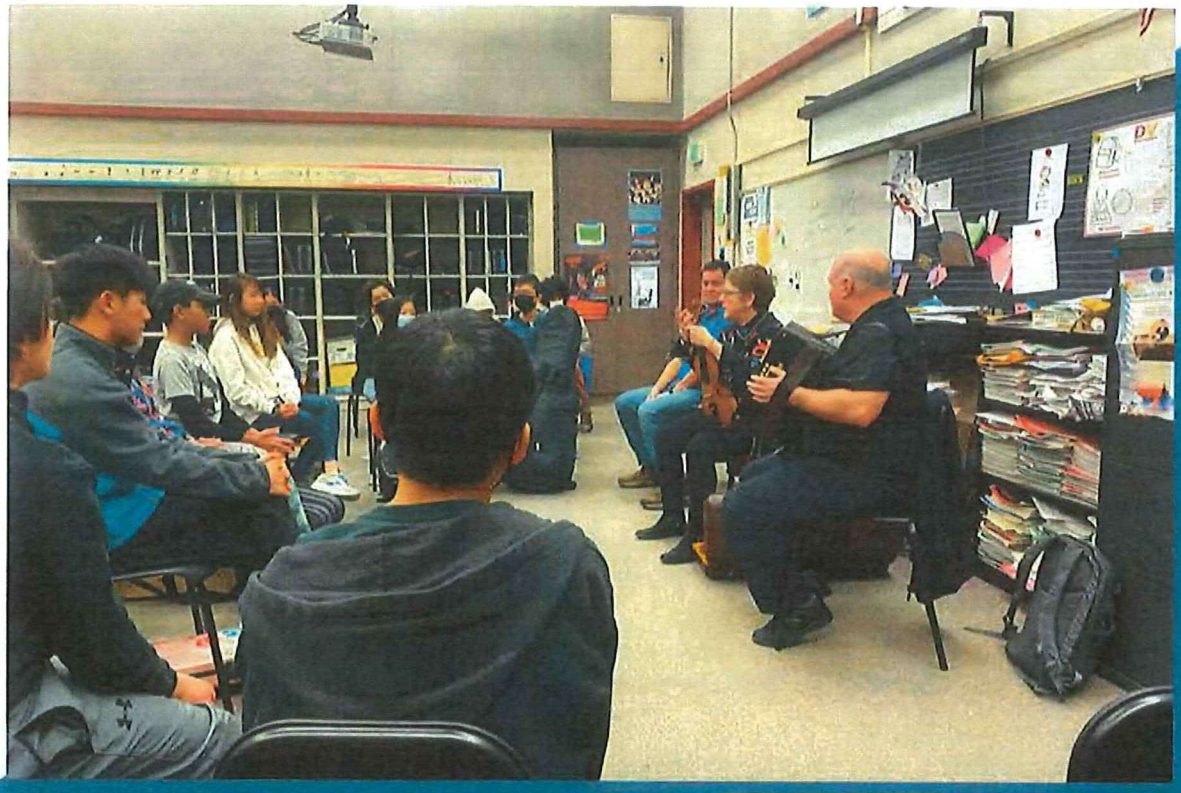
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EXHIBIT A



"It seems like my 16-year-old daughter is always on her cellphone and always is [on] TikTok, is bored in school, and doesn't care about anything. Last night, she came home from school, and could not stop talking about how amazing the Violins of Hope stories told were at her school earlier that day. I had no idea she could actually show empathy!"

—Student's parent



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EXHIBIT A

4 Extra Concerts

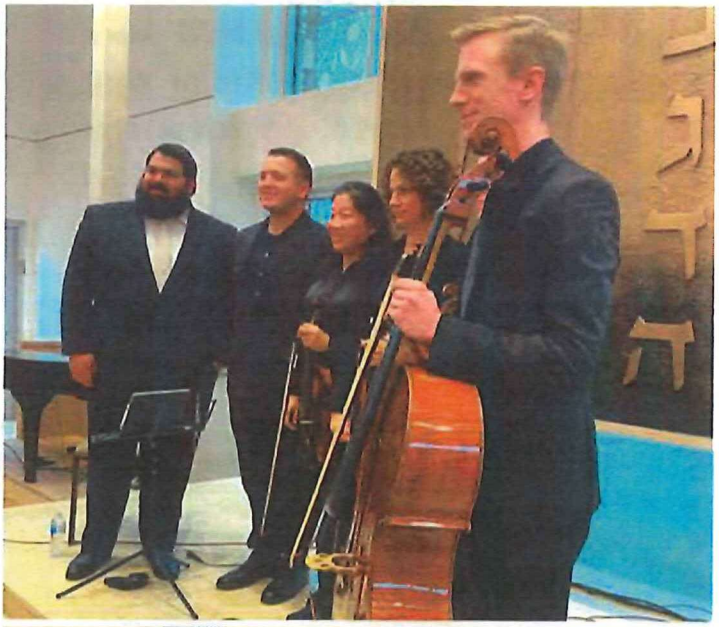
Feb 9, 26, 28 and Mar 5

in Cupertino, San Mateo, Roseville and Vacaville

4 concerts

800 attendees









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EXHIBIT A









Student Art & Writing Contest

2023

This year's contest was open to middle and high school students a was held in conjunction with our Violins of Hope school tour. The theme of the contest was the following:

Music is Message of Hope

Many thanks to those who participated and to those who supported this contest, including the San Francisco Jewish Community and Endowment Fund, EBHEC, and Rotary Clubs of Livermore and Pleasanton.

$3,500 total prize money

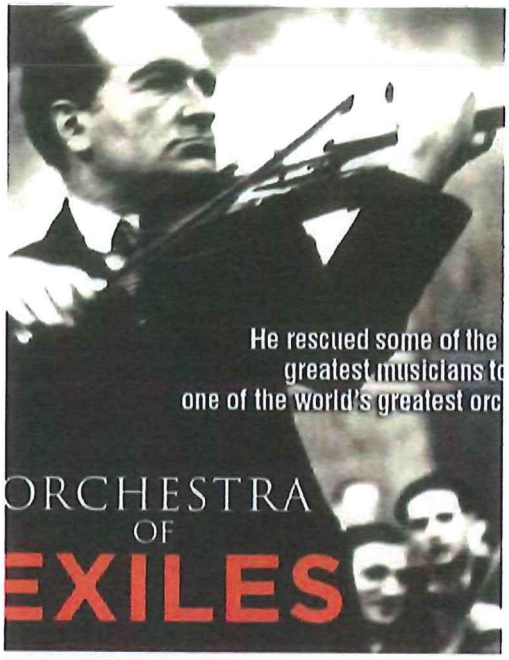
3 categories

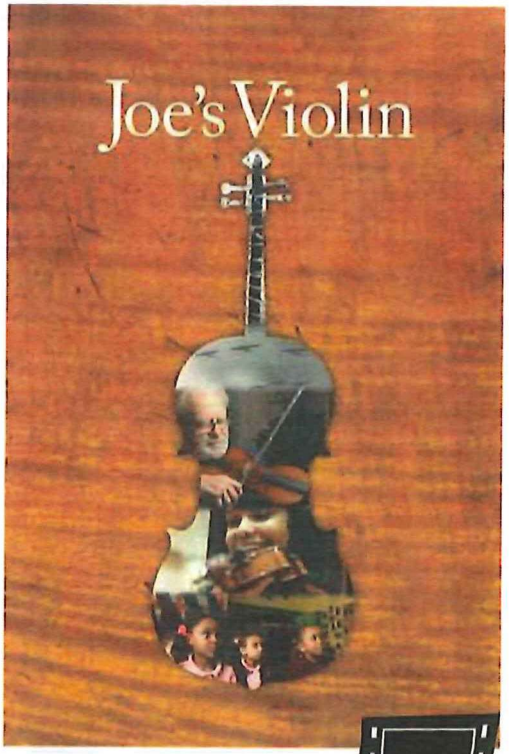
33 prize winners

13 schools

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EXHIBIT A





Holocaust Films

In 2022, we sponsored free showings of the student-friendly film *When Hitler Stole Pink Rabbit* and the film *Persian Lessons* for adults at the Vine Cinema in Livermore.

In 2023, as a special educational addition to Violins of Hope East Bay, we partnered with the **East Bay Jewish International Film Festival**, which streamed online the Holocaust film *Orchestra of Exiles* and presented *Joe's Violin* at the Vine Cinema in Livermore.

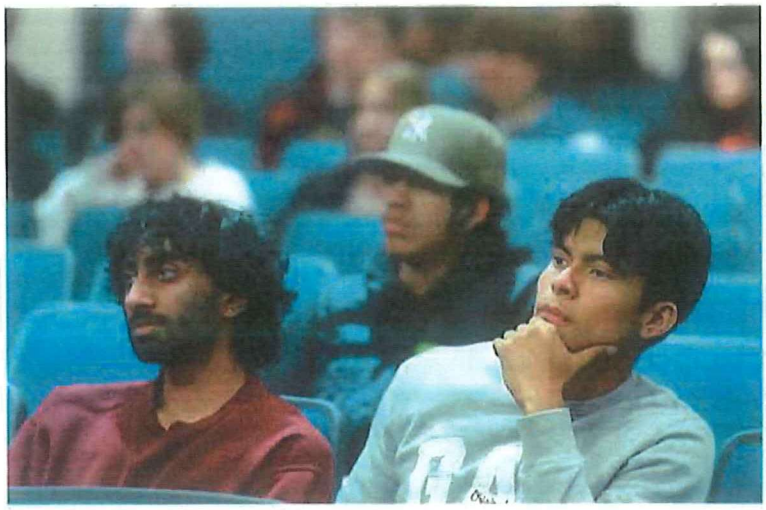
Many thanks to those students and teachers who attended. Special thanks to the San Francisco Jewish Community and Endowment Fund for their support.

2 films

300
attendees

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EXHIBIT A





Free "Music of the Holocaust" Assemblies and Workshops

Coming Back to Schools
October 2023 through May 2024

Starting in October 2023 and through May 2024, our goal is to present **at least 50** free educational assembly concerts during the daytime at middle schools and high schools in East Bay. These assemblies will again feature special performances by violinist Cookie Segelstein and accordionist Joshua Horowitz.

Working with orchestras of middle schools in the East Bay, our goal is also to also have them conduct **20** workshop sessions during the school year.

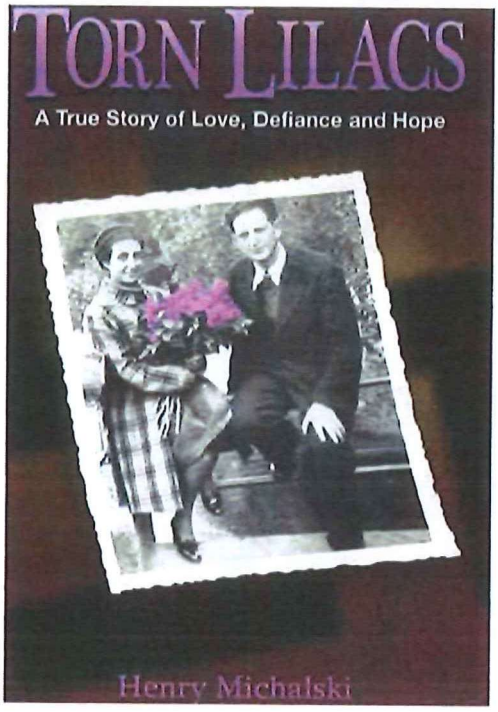
We are grateful for to the San Francisco Jewish Community and Endowment Fund, Contra Costa JCC and the California Arts Council for the support of these unique educational programs.

OUR GOAL **100** assemblies and workshops

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EXHIBIT A

Other Programs



Free Holocaust Talk & Book signing

April - June 2022

In April 2022, we hosted a free Holocaust talk and book-signing given by Henry Michalshi, author of "Torn Lilacs" at the Firehouse Theater in Pleasanton.

Free Touring Exhibits

April - June 2022

Between April and June 2022, our Holocaust touring exhibit was presented at the Harrington Gallery at Firehouse Theater in Pleasanton and at the Alcosta Community and Senior Center in San Ramon.



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EXHIBIT A

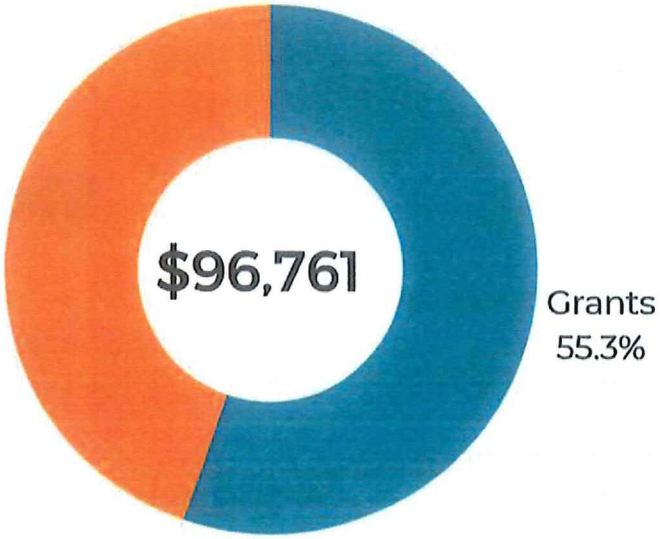
2022 By the Numbers

2022 REVENUE

We relied entirely on grants, sponsorships and donations.

Sponsorships & Donations
44.7%

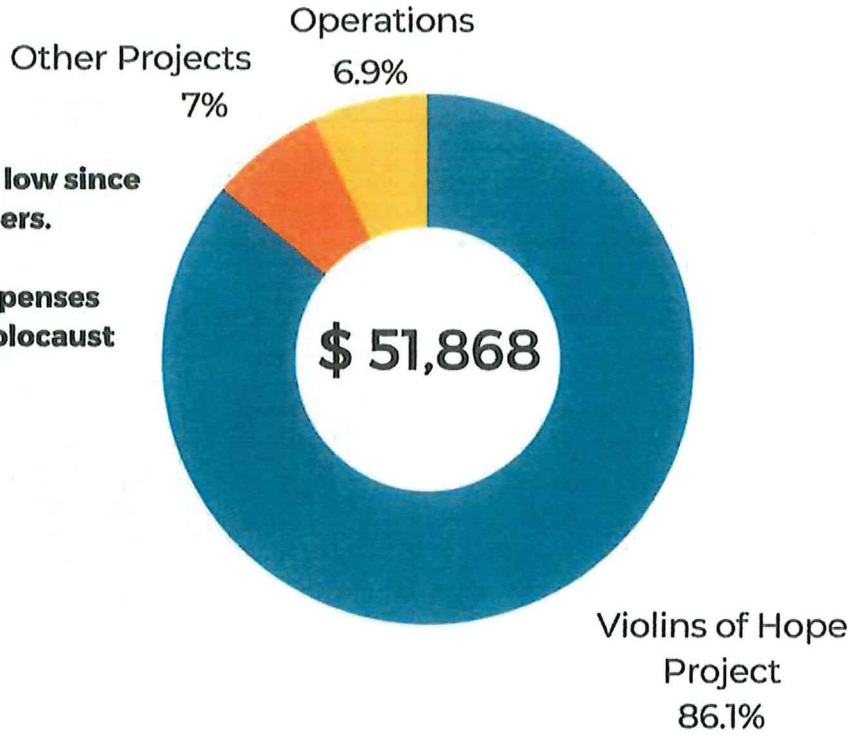
Note: Revenue includes some grants for 2023.



2022 EXPENSES

Our operational costs are low since we rely totally on volunteers.

A large majority of our expenses are devoted directly to Holocaust education projects.

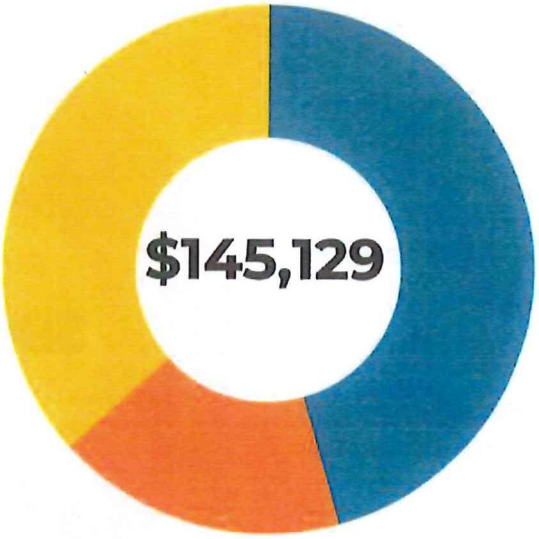


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2023 By the Numbers*

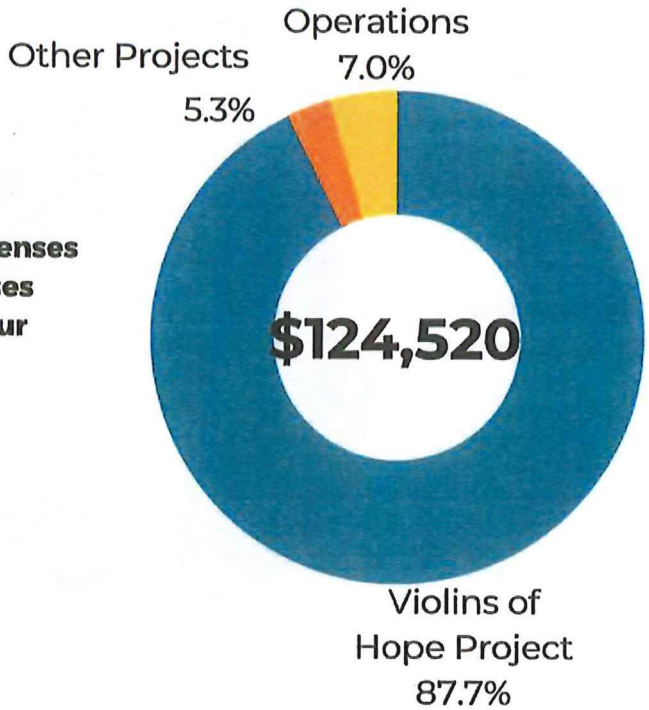
2023 REVENUE



Ticket sales also contributed to revenue, besides grants, sponsorships and donations.

Note: Revenue includes some grants for 2024 fiscal year.

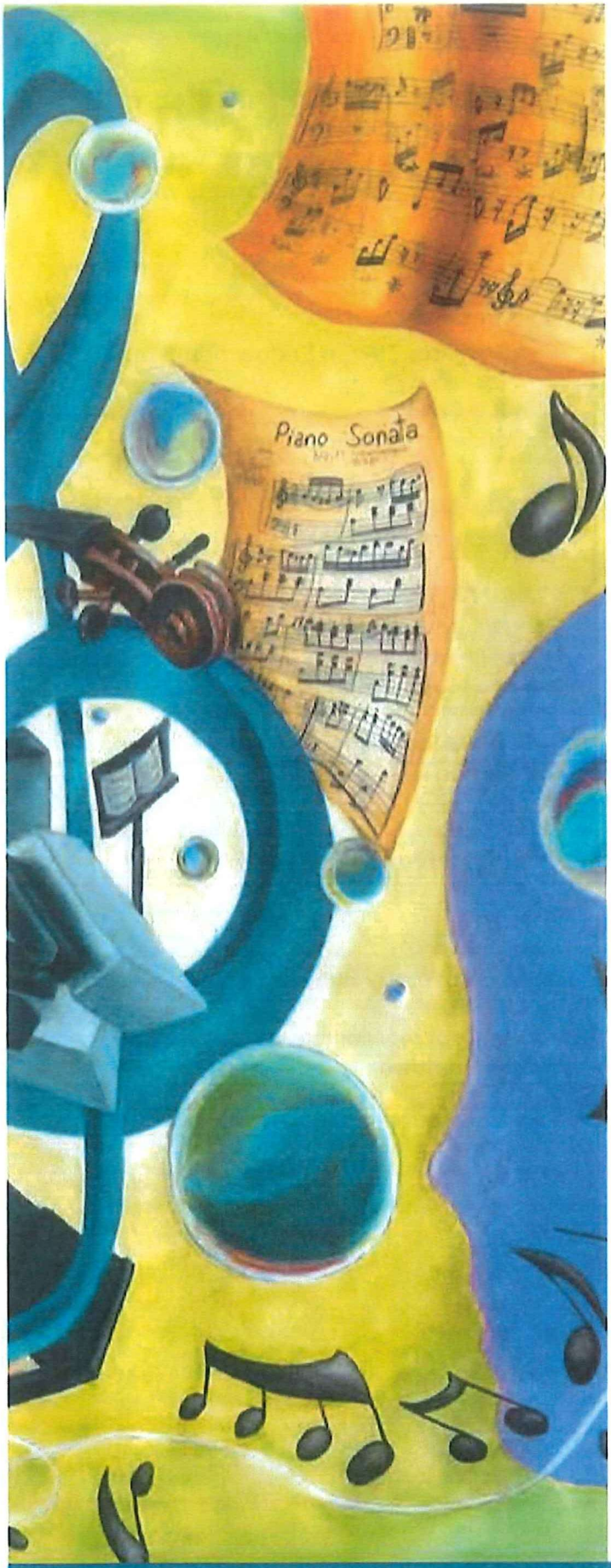
2023 EXPENSES



While keeping opertional expenses low, a vast majority of expenses were devoted to supporting our Violins of Hope project.

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EXHIBIT A



Leadership 2022/23

Current CEO & President

Larry Lagin
President

Board of Directors

Rabbi Raleigh Resnick
Vice President

Eileen Vergino
Treasurer

Riva Gambert
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Cheryl Cohen
Education

Ronna Lagin
Administration

Advisory Board

Lisa Belk
Gina Bonanno
Sharon Cohen
Simon Cohen
Peg Folta
Anne Giancola
Nancy Davis Lewis
Katie Marcel
Martie Muldoon
Trish Munro
Bill Nebo
Josh Zebberman

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EXHIBIT A

Thank You to our Supporters

EBHEC gratefully acknowledges the following individuals and institutions whose generous contributions support our artistic and educational programming. Patrons who contributed support are listed below with our thanks.

FISCAL YEAR 2022 (Jan 1, 2022 - Dec. 31, 2022)

$25,000-$29,999
San Francisco Jewish Endowment Fund
Larry and Ronna Lagin

$10,000-$14,999
Alameda County
Livermore Valley Arts
Contra Costa JCC

$5,000-$9,999
Livermore Amador Symphony
Darcie Kent Vineyards
Lori Souza and Bryan Balazs

$2,000-$4,999
Jim and Karen Holtz
Wente Foundation for the Arts
Sandia National Laboratories
Stephanie and Edward Moses
Tri-Valley Nonprofit Alliance

$1,000-$1,999
Gina Bonanno
Vic and Cathleen deOrnelas
Mark and Mary Triska
Jim and Peg Folta

$500-$999
Livermore Rotary Club
Pleasanton Rotary Club
Jean Shuler
Dona Crawford
Denise Watkins

$1-$499
Hilla Abel
Shari Johnston
Colette Lay
Ira and Debbie Madnick
Rotary Club of Dublin
St. Raymond's Women's Guild

FISCAL YEAR 2023 (Jan 1, 2023 - Dec. 31, 2023)

$20,000-$24,999
San Francisco Jewish Endowment Fund

$15,000-$19,999
California Arts Council

$10,000-$14,999
City of Livermore

$2,000-$4,999
Contra Costa JCC
City of Livermore
Jim and Karen Holtz

$1,000-$1,999
San Ramon Rotary Club

$500-$999
Richard and Joann Philips DAF

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Joan Brown
David and Wendy Burg
Lara Webber
Ira and Debbie Madnick
Andrea Szentirmai

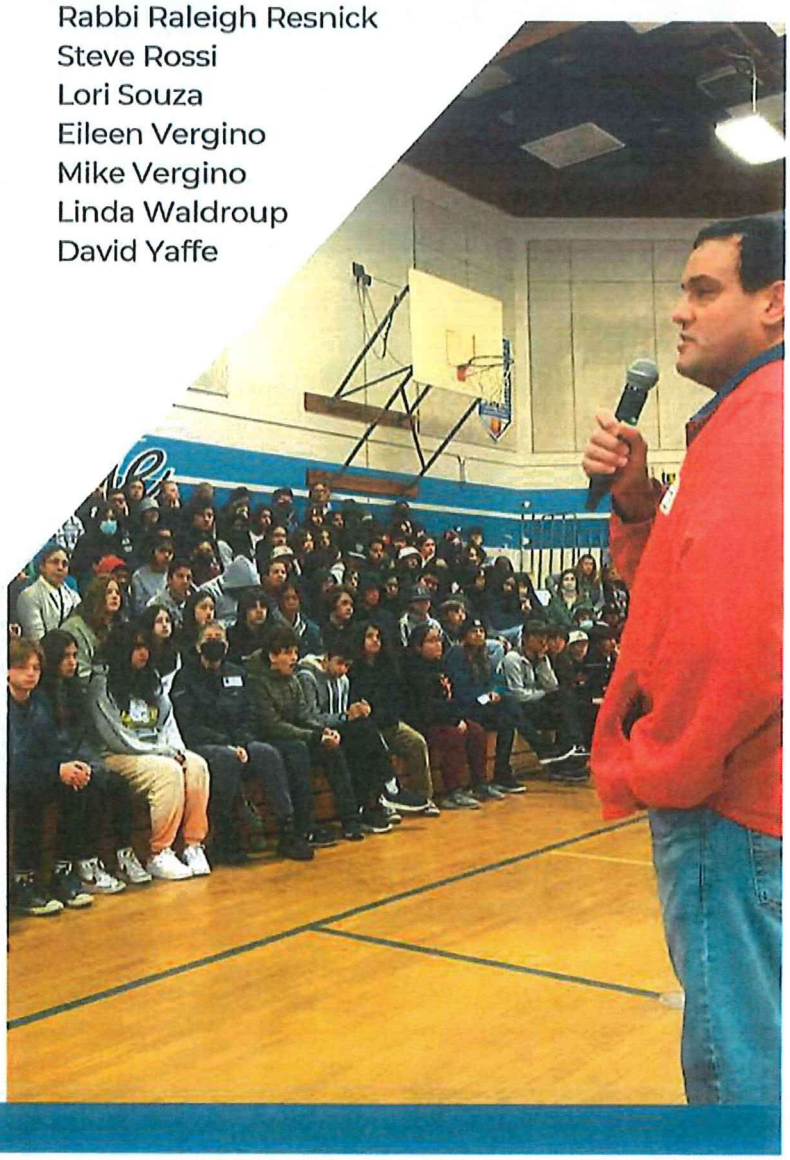
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EXHIBIT A

Thanks to our Volunteers!

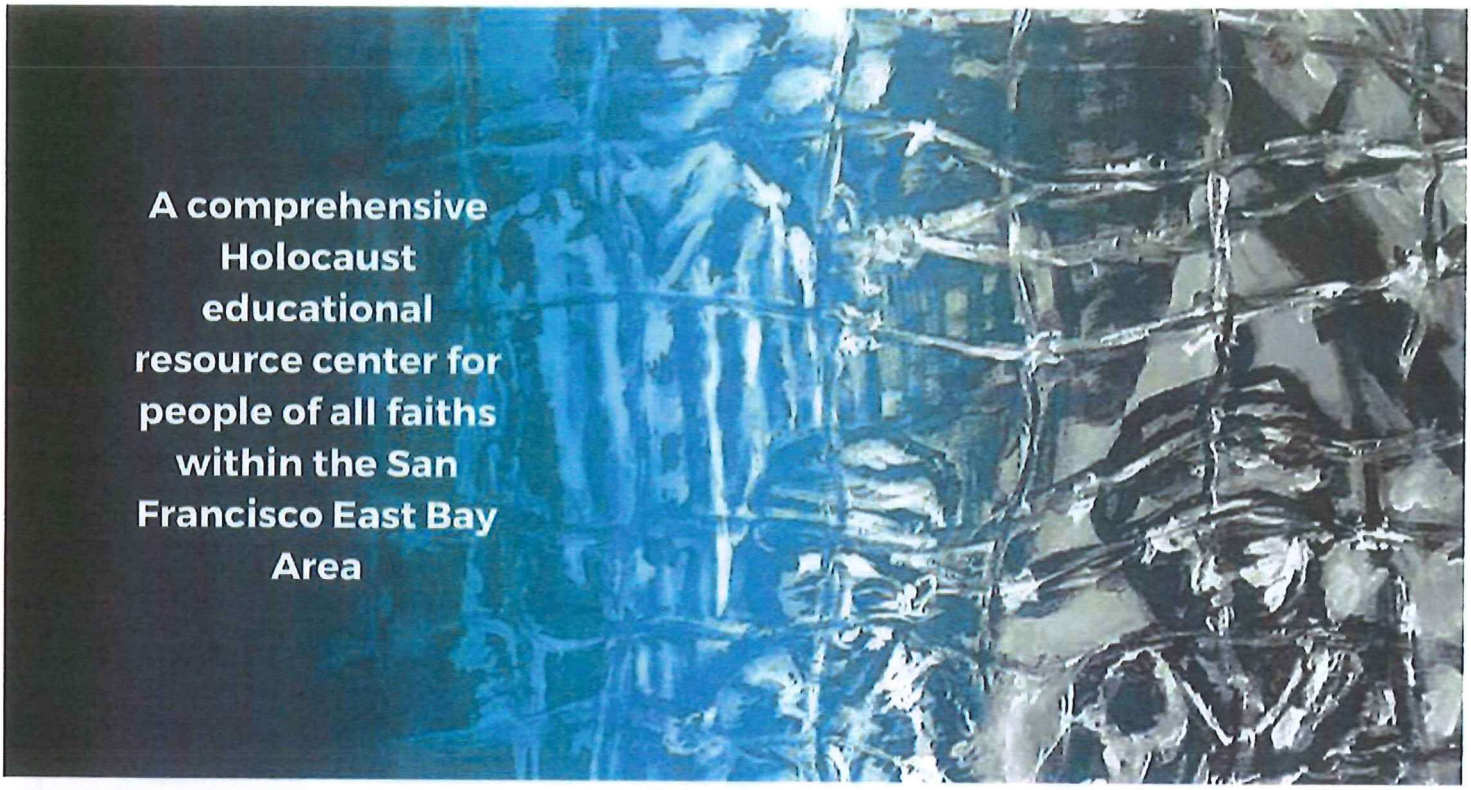
Rick Altman
Ken Ball
Gina Bonanno
David & Wendy Burg
Cheryl Cohen
Sharon & Simon Cohen
Tuan Essence
Matt Finders
Jim Folta
Peg Folta
Riva Gambert
Deborah Grossman
Karen Holtz
Anne Giancola
Holly Hamilton
Kyle Kaldustah
Deborah Lagin
Larry Lagin
Noah Lagin & Kat Jayme
Ronna Lagin
Terry Land
Jeff & Nancy Lewis
Ira & Deborah Madnick
Jan Mahood
Henry Michalski
Trish Munro
Janet Milder
Martie Muldoon
Rabbi Raleigh Resnick
Steve Rossi
Lori Souza
Eileen Vergino
Mike Vergino
Linda Waldroup
David Yaffe





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EXHIBIT A



EBHEC was founded in 2021 as a 501(c)(3) nonprofit corporation in California (EIN 86-1722304). We rely on support of our generous volunteers, sponsors and donors.

To volunteer, please email **info@ebhec.org**

EBHEC.ORG/DONATE

To donate to East Bay Holocaust Center (EBHEC), visit our website or send a check made payable to "East Bay Holocaust Education Center" or "EBHEC".

East Bay Holocaust Education Center
164 North L Street
Pleasanton, CA 94588

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EXHIBIT A

EAST BAY HOLOCAUST EDUCATION CENTER

164 North L Street
Livermore, CA 94550
(925) 400-9830
ebhec.org







Template By
Deborah Lagin

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EXHIBIT A

Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)

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EXHIBIT A

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THE Pomegranate
GRANADA HIGH SCHOOL

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EXHIBIT A

Features

Violins Of Hope Comes To Granada

Ella Philippe, Reporter
February 10, 2023

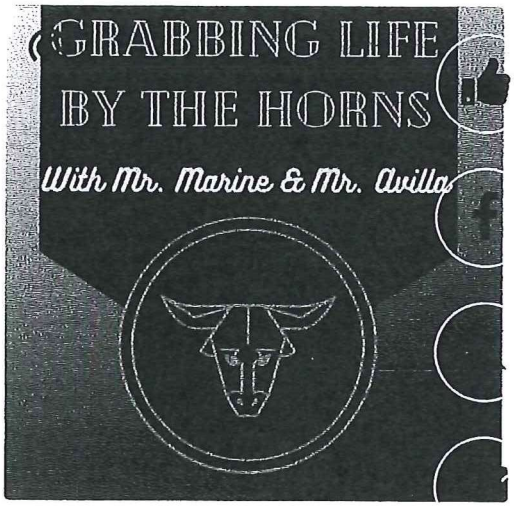


On Tuesday, January 31, Violins Of Hope visited Granada to explain the history behind their organization. Larry Lagin, the President of the East Bay Holocaust Education Center along with Marlene ¨Cookie¨ and Joshua explained the stories behind Violins Of Hope. They played the violin and accordion for the students and showed some of the songs that were played during the holocaust. They told about when these violins were brought from people who survived the holocaust and how they brought them back to life. One the musicians, Cookie, told a story of her father and what happened to him during the holocaust, escaping a labor camp in Ukraine.

The East Bay Holocaust Education Center president Larry Lagin spoke about what Violins Of Hope does around the world and the message they want to spread. Larry said he is a retired scientist at the Lawrence Livermore Lab, and he was there for 40 years. When he retired he wanted to do more good, so he helped create



Grabbing Life by the Horns 1



1

Episode 33 – Jacob Fahnhorst
Marine and Avilla have a great chat with Granada high school substitute teacher turned elementary and middle school[...]

1x 10 30

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the East Bay Holocaust Education Center.

Lagin said, "A little over 2 years ago, we have sponsored around 15 different programs many of them free to schools and the public."

Two years ago he decided he wanted to bring the Violins Of Hope to schools and give 45 free concerts to schools in the Tri-valley area, San Ramon and other cities.

Violins of Hope have free exhibits open at The Bankhead Theater in downtown Livermore for two weeks, and they are open from 11 to 6pm. There are guided tours, and they have four paid concerts at the Bankhead Theater. The concerts will be two hours long, with more of the instruments being played. Fourteen different instruments will be played at these concerts and seven instruments will be displayed in the lobby at the theater. There will be a movie at the Vine Cinemas in March as well.

Violins Of Hope chose to bring this show to the schools, and they wanted to have more of an education taught to the groups that are learning about the holocaust in their classes. The instruments they have are over 100 years old that were buried and brought back to life. The message they want to spread is to bring the voices of the past back to life to those who perished just because they were different.

Lagin ended with saying, "The message is to be kind to each other and everybody."

Please visit this link to learn more about Violins of Hope: https://www.violins-of-hope.com/.

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View Comments(1)

About the Contributor

Ella Philippo, Reporter

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Ella Philippe, Reporter

Ella is a Sophmore at Granada High School. She is the class of 2025 and has been apart of The Pomegranate since August 2022. In her free time she likes...

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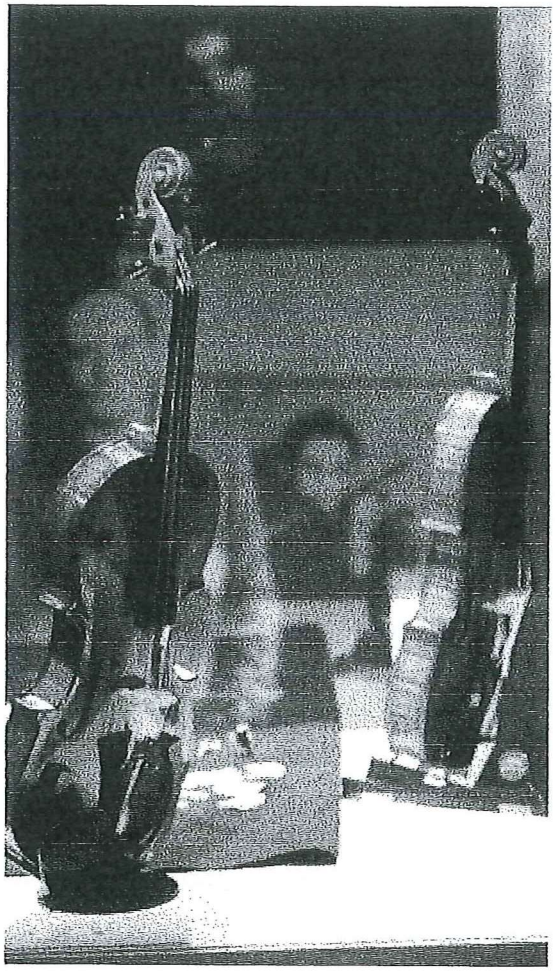
EXHIBIT A

https://www.independentnews.com/culture/livermore-amador-symphony-performs-violins-of-hope/article_01f590ce-9a75-11ed-b956-bf40de81f2af.html

FEATURED

Livermore-Amador Symphony Performs "Violins of Hope"

Jan 22, 2023



"Violins of Hope, Strings of the Holocaust" will perform at the Bankhead Theater in Livermore for three performances on Feb. 5, 6 and 7. (Photo courtesy of the Bankhead Theater)

The Livermore-Amador Symphony will bring storied violins alive during three performances of "Violins of Hope, Strings of the Holoc
Livermore.

The 2025
Subaru Solterra.

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The concerts, conducted by LAS Music Director Lara Webber, are among many events presented by East Bay Holocaust Education Center from Jan. 31 through Feb. 17.

Violins of Hope are an extraordinary collection of violins, violas, and cellos that were played by Jewish musicians during the Holocaust and restored by well-known Israeli violin maker Amnon Weinstein and his son Avshalom. The instruments represent remarkable stories of injustice, suffering, resilience, and survival.

Instruments from the Violins of Hope collection will be played by violin soloist, Lindsay Deutsch; cello soloist, Peter Bedrossian; and several members of the orchestra's strings. Bedrossian, LAS cello principal, also performs with other Bay Area orchestras including Berkeley Symphony and Bay Philharmonic. He is also a physicist at Lawrence Livermore National Laboratory. Webber says, "We are incredibly excited to have Los Angeles-based, renowned violinist Lindsay Deutsch join us as a featured soloist for the program. With her limitless enthusiasm and vast gifts as a performer and entertainer, Lindsay is a charismatic and captivating presence on today's music scene.

The program includes Prokofiev's Overture on Hebrew Themes, academy award-winning movie-score music from Schindler's List by John Williams, and Max Bruch's Kol Nidrei. During the concerts, Avshalom Weinstein will tell the stories of some of the instruments.

Many Violins of Hope instruments will be on display in the Bankhead lobby, from Jan. 31 through Feb. 12, from 11 a.m. to 6 p.m. Docents from East Bay Holocaust Education Center will be on hand Mondays through Thursdays, from 11 a.m. to 1 p.m.; and Fridays through Sundays, from 4 to 6 p.m. There will also be Violins of Hope presentations at almost forty middle and high schools throughout Dublin, Livermore, Pleasanton, and San Ramon.

Performances are Sunday, Feb. 5, at 3 p.m.; Monday, Feb. 6, and Tuesday, Feb. 7, at 7:30 p.m. Tickets are available at bit.ly/3WhFf2O or bit.ly/3ybv4E5; the Bankhead ticket office at 2400 First St., Livermore; or 925-373-6800. Symphony donations matched until Jan. 31 at bit.ly/3GEMGLQ.

For more information, visit ebhec.org/violins or contact info@ebhec.org.

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EXHIBIT A











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EXHIBIT A

Violins with a story marked in wood

Violins of Hope perform with string instruments preserved from WWII to remember victims

Daniela Noubleau, Ad Manager | February 9, 2023

In the course of history, through war, pain, and violence, the belongings that were valued most were left behind.

During World War II, prized violins, cellos and violas were an exception that now store history in their wood, and importance in their strings.

With these precious instruments comes beautiful music, and the stories of the past.

The Violins Of Hope project aims to tell these stories with a private collection of string instruments through concerts where musicians perform using violins, cellos and violas that have been collected since the end of World War II.

A majority of these instruments belonged to Jewish people before and even during WWII. All of the instruments are part of a private foundation. The Violins Of Hope performances spread their story across the nation.

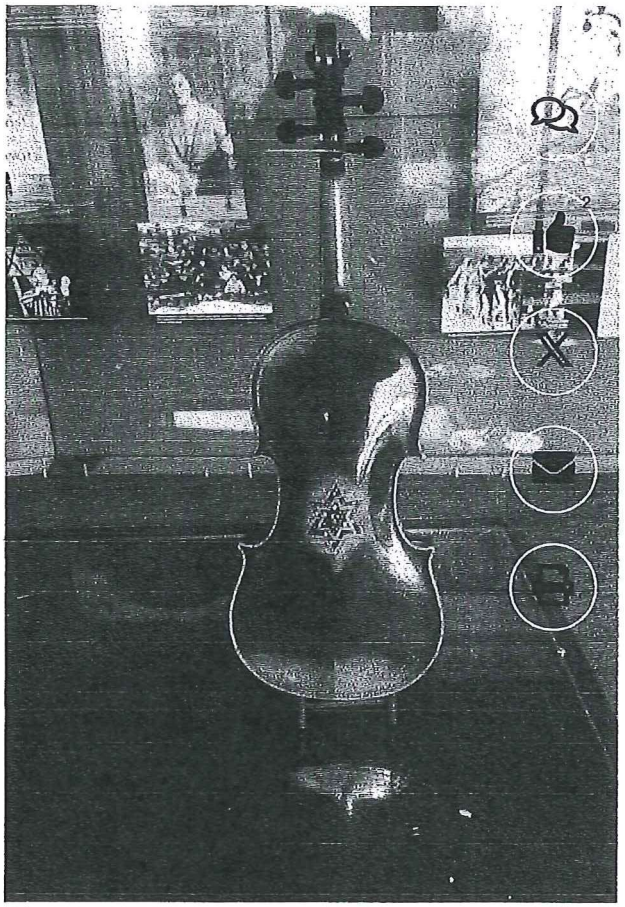


Photo Courtesy of Fiona

This violin is part of the Violins of Hope project that was recently displayed at the Bankhead Theater in Livermore.

Recently, the project performed in Livermore and will be at Cal High on Friday.

Cal junior Fiona Xie, who has been part of the Livermore Symphony for two years, said the local symphony is partnering with the East Bay Holocaust Education Center for their performance at Cal.

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EXHIBIT A

I'm grateful I was able to experience the contest for myself because I got a different perspective of how heartbreaking the Holocaust was still to this day.

"It can be one good act that changes the course of history forever."

Leave a Comment

About the Contributor



Kayla Smith, Co-Editor-in-Chief

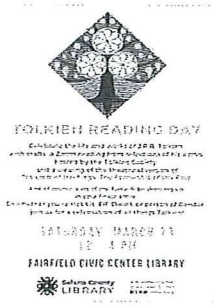
I was born in Vallejo and raised in Fairfield. I'm now in my Junior year here at Armijo.

I love anything romantic, hanging with friends/family, watching...

Beyond the Gates



FSUSD Hosts Annual Middle School Special Olympics Track and Field Day



Tolkien Reading Day at Library



A Poetry Affair



Solano County Library's teen photo contest returns!



Great authentic Mexican food at Taqueria Ruiz

News



A Fashion Tip for looking Fabulous in Fall



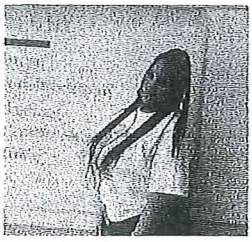
Lunch and After School Fun & Activites



Cal State University East Bay

Healthy School Year Habits

As summer break begins to end, the start of the school year begins. It's an exciting time to start practicing daily rituals that will help you suc...



Welcome Back!

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Check out our top Valentine's Day films

TikTok ban shocks users

The Californian

The Official Student-Run Newspaper of California High School

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EXHIBIT A

The concert will be in the school theater from 1:50-2:30 p.m. for sophomore English and world history students.

Although Xie will not be performing at the Cal concert with the symphony, she is preparing for other shows in the Bay Area. Despite practicing for these performances, she feels it's important to learn about the history behind the instruments.

"Unlike other historical instruments, they're not put into a museum, but rather they are continually shared and played," said Xie, who has played violin for five years. "Their sounds are heard by people around the world."

According to The Violins Of Hope website the instruments are a way to say, "remember me, remember us, life is good, celebrate it for those who perished for those who survived, for all people."

The project exhibited about 60 instruments with each having their own story and tale signifying how they are different from the others.

During World War II the Nazis confiscated many instruments from Jewish people in ghettos and camps. The Violins of Hope project believes that playing music is the answer to the Nazis' desire to annihilate freedom and human lives. Many Jewish people played violins, violas and cellos as a message of hope regardless of the Nazis actions.

To make sure the violins are in good shape and ready to perform, father and son violin makers Amnon and Amnon Veinstein own this very special collection. They dedicate their time to make sure that the watered down, damaged and cheap violins get repaired.

"The sound of violins is often compared to the beauty of the human voice. It is known to reach out and touch hearts," according to the Violins of Hope website.

More than six million Jewish people lost their lives in the Holocaust during World War II, and Violins Of Hope makes sure their memory will live long past the injustice they experienced. Their memory lives on with every key, every string and every tune produced, with the meaningful and special instruments.

By themselves, they have so much to say, so much to share.

"It's a once in a high school experience," assistant principal Jeff Osborn said of the performance. "Violins of Hope is a renowned organization and they don't come around to the East Bay very often."

This is the first time Violins of Hope project has visited Cal

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EXHIBIT A

This is the first time Violins of Hope project has visited Cal.

"I'm looking forward to having our students experience the violins concert," Osborn said.

In addition to concerts, the Violins of Hope project exhibits about 20 to 30 instruments at the Maltz Museum of Jewish Heritage in Cleveland. The display of each instrument includes a story of how it reached the museum.

The project also visits educational centers such as schools to share the message on the importance of the instruments. Narrated concerts are also performed, allowing the significance of some of the instruments being played to be explained to the audience.

The Violins Of Hope concert at Cal will include a short movie, slide presentation, and a couple of music selections performed by 2-3 professional musicians using the instruments from World War II.

Although sophomore English and world history students have priority for the performance, the event is open to other fifth period classes regardless of the grade level if teachers want to take their students.

2

a&e 2022-2023 Daniela Noubleau violins

Leave a Comment

About the Contributor



Daniela Noubleau, Ad Manager

Junior Daniela Noubleau is returning once again this time for her third year of newspaper.This is her first year being an Ad manager. She hopes to expand...

A&E



'Squid Game' returns with Season 2



'Women of Troy' opens Thursday night



It ends with a lawsuit

"It Ends With Us" is a story about two strangers, Lily Blooms and Lyle Kincaid, blooming into lovers. But Lily starts to figure out that Lyle is ...

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August 28 8/29 (W

The Armijo Signal

The student news site of Armijo High School

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EXHIBIT A

Violins of Hope encourages sophomores

Kayla Smith, Staff writer | March 7, 2023

I was among the rest of the class of 2025 who got to witness the "Violins of Hope" school concert on Friday, March 3 during fourth period. The concert brought a different perspective to the Holocaust by having real violin artifacts from two victims who were a part of the six million who lost their lives because of their religion.



Kayla Smith

Years of training prepared Mr. Belt to perform with Violins of Hope.

Violins of Hope has restored over 100 violins once played by victims. The two violins played at the assembly were a part of a traveling orchestra that has been played in different parts of the country, as well as the world. By playing these violins around the world, their goal is for the beautiful sound of the violin to demonstrate a voice of a Holocaust victim. So far Violins of Hope has performed 47 free educational concerts at different schools and Armijo has been one of their biggest crowds.



One of the violinists was Mr. David Belt, a Spanish teacher at Armijo. He's had his own experience with violins, taking eight years of private lessons. He has been surrounded by music since the age of 12.

Mr. Belt played "Theme from Schindler´s List" and "Melody from The Prince of Egypt." He even put together two songs himself after learning that he would be performing. First he played a melody that he was inspired by listening to Klezmer music and "Lamentations and Remembrances," something he created all on his own.

The presenter of the Violins of Hope told the class an individual story about both of the violins, a story that brought a sense to the audience that, although we're hearing about two of the victims' stories in detail, each victim has his or her own story.

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance
Grantee shall maintain limits no less than:

Commercial General Liability, including operations, products and completed operations, as applicable: **$1,000,000/$2,000,000** aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Deductibles and Self-Insured Retention
All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions
The general liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Grantee's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy,

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including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.

4. The Grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550.

Verification of Coverage

Grantee shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

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EXHIBIT B

AGREEMENT BETWEEN CITY OF LIVERMORE AND LAS POSITAS COLLEGE FOR FISCAL YEAR 2025-26 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2026, between the City of Livermore, a municipal corporation ("City"), and Las Positas College, a California non-profit Corporation ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to hold the literary arts festival ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions

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imposed by the 2008 Art in Public Places Program Policy and Procedures Manual, Cultural Arts Master Plan, and herein. The Project will include the following activities eligible under the Project and Program Grant Program: On campus event that includes workshops, performances, and panels.

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* To expose students and community members to the joys of literature and teach the craft of writing and publishing through workshops, performances, and panels about the writing and publishing process ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $10,000 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $10,000.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report has been filed. The Project & Program subcommittee of the Commission for the Arts has sole

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discretion to decide whether each of these milestones has been reached.

IV. NOTICES

Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

City: City of Livermore
Attn: Allen McFarland, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: Las Positas College
Attn: Karin Spirn
3000 Campus Hill Drive
Livermore, CA 94551

V. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state, and local laws, statutes, rules, and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney’s and expert fees and/or court costs, arising out of the performance of the Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

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D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Project. Upon reasonable written notice, Grantee shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies, or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement. If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days after the date the notice is sent, City may exercise any of the remedies available under law and

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equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

   a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

   b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

   c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

2. *Retention*: Grantee shall retain all records pertinent to expenditures

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incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with respect to conflicts of interest, and covenants that it presently has no financial interest, and

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shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. **WAIVER**

City's failure to act with respect to a breach by Grantee does not waive its right to act

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with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between City and Grantee with respect to this Agreement.

XI. BINDING EFFECT

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. COUNTERPARTS

This Agreement may be executed in counterparts by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

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SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

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IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

Las Positas College
501(c)3 Non-Profit Corporation
"Grantee"

Signed by:
By: Karin Spirn _____ **Dated:** 1/22/2026 | 5:59 PM PST _____
A7D2A6E0AE0C45A...
Karin Spirn
English Professor and Literary Festival Co-Chair

CITY OF LIVERMORE
a Municipal Corporation
"City"

By: _____ **Dated**: _____
Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales
12B5692BAF3C471...
Initial
JF
Deputy/Assistant/Senior Assistant/City Attorney

Attachments:
Exhibit A - Application for Project and Program Grant from the City of Livermore
Exhibit B - Insurance Requirements

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Applicant Name: **Karin Spirn**

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

- ☒ 1. Application Checklist (this page).
- ☒ 2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?
- ☒ 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.
- ☒ 4. If you are an organization, submit a list of current officers and Board members with their term of office.
- ☒ 5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.
- ☒ 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.
- ☒ 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.
- ☒ 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.
- ☒ 9. Resumes/biographies of key project individuals, generally one page each.
- ☒ 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.
- ☒ 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)
- ☒ 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.
2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.
3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

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Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Authorized Officer's Signature

9/1/2025
Date

Karin Spirn
Print Name of Officer signing this form

Literary Festival Co-Chair
Title of Officer signing this form

- or -

If applicant is an individual artist:

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Artists Signature

Date

Print name of Artist signing this form

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Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or September 1

Submission Date: **9/1/2025**

Amount of Grant Request: $ **10,000** Total Project Budget: $ **32,300**

Applicant/Organization: **Las Positas College Literary Arts Festival Board**

Applicant/Organization's Address: **Las Positas College**

[redacted]

Applicant/Organization's Web site: **laspositascollege.edu/literary-festival/**

Preparer's Name and Title: **Karin Spirn, English Professor and Literary Festival Co-Chair**

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): **Las Positas College**

[redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

The Las Positas College Literary Arts Festival celebrates all literary art forms including written and spoken-word poetry, memoir, fiction, nonfiction, screenwriting and scriptwriting.

Briefly describe the project or program for which support is requested:

The Las Positas College Literary arts festival will take place at the college on May 2, 2026. This festival is free and open to the public, and will feature talks, readings, and workshops.

Number of people intended to reach: Audience: **1200** Participants: _____

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: **May 2, 2026**
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: **May 2, 2026**

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Application Form - Project & Program Grants

If needed, please use additional paper for this section.

1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

   See attached document for all responses.

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.

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Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$ n/a	
Tuition/Workshop fees	$ n/a	
Other:	$ n/a	
Subtotal: Earned Revenue	$ 0	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$ 750	$	$ 750
Grants *(Foundations/Government other than City)*	$ 22,000	$ 7,000	$ 15,000
City of Livermore *(other than this grant request)*	$ n/a	$	$
Other:	$ n/a	$	$
Subtotal: Contributed Income	$ 22,750	$ 7,000	$ 15,750

Project & Program Grant Amount Requested	$ 10,000
Total Project Support (Revenue + Income + Grant)	$ 32,750

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	**Amount**	**Notes**
Artistic	$ 23,000	22K for speakers, 1K for prizes
Production	$ n/a	
Administrative	$ 3,600	Stipends for organizers/admin
Other: *(describe in Notes)*	$ n/a	
Subtotal: Personnel	$ 26,600	

General	**Amount**	**Notes**
Venue Rental	$ 2,100	600 rental, 1500 custodial
Materials and Supplies	$ n/a	
Marketing and Promotion	$ 2,000	
Transportation	$ n/a	
Insurance	$ n/a	
Other: *(describe in Notes)*	$ 1,600	Food, Music, Accessibility
Subtotal: General	$ 5,700	

Total Project Expenses (Personnel + General)	$ 32,300
Project Surplus (Loss) *(Total Support minus Total Expense)*	$ 450

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

Since many of our costs are variable, we have budgeted some categories slightly high; we will adjust other categories as needed (e.g. food and music).

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Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
n/a		$
		$
		$
		$
		$
		$

Requested Grant Amount: $ 10,000

Cash Match Amount: $ 22,750

In-kind Match Amount: $ 0

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1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

Our mission is to expose students and community members to the joys of literature and teach the craft of writing and publishing through workshops, performances, and panels about the writing and publishing process. An additional goal of the festival is to provide exposure for local writers, libraries, organizations, and businesses that support the literary arts, as well as bring in visitors from outside the immediate community to the college and Tri-Valley area. Eventually, we hope that the festival will make Livermore and its college known as a literary hub of the Bay Area. Our 2025 festival was a rich, vibrant event. This past year's event had over 1000 free ticket reservations across 19 sessions, huge lines for book signings, and an incredible creative energy. We hope to continue building on this success for our 2026 event.

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the time frame. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

Description: The 2026 LPC Literary Arts Festival will be a free event on the LPC campus for the Livermore community and LPC students. The individual sessions will be held in and around the Barbara Mertes Center for the Arts. There might also be some online/hybrid events for those who cannot attend in person. The sessions will include speakers, workshops, panels, the 23rd annual LPC Poetry Slam, book tables for featured as well as local authors and booksellers, children's story time featuring local librarians and other performers, open mics, and the publication and awards ceremony for *Havik: The Las Positas College Journal of Arts & Literature*, which was twice awarded Best of Show for Literary Magazines American Collegiate Press conference for two- and four-year colleges in the US and Canada.

We are currently exploring options for the festival keynote speaker and have been in negotiations with agents for acclaimed and local authors, such as Leila Mottley, Perival Everett, Susan Ito, and Julissa Arce. Plans are underway for additional workshops— including the "Get Published" workshop which is one of our most popular workshops. Other events that might return include last year's Memoir Master Class workshop by Afghan American writer Tamim Ansary, which was popular. One focus this year will be to spend more of our speaker budget on recent-award-winning, nationally recognized authors, while still providing a spotlight for emerging and local authors.

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Past festivals included a number of famous and award-winning authors, including Lemony Snicket (Daniel Handler), Reyna Grande, Thrity Umrigar, James Spooner, and Tommy Orange, who inspired a series of presentations honoring Native American writers and culture and a Land Acknowledgement ceremony. Other past sessions included "Poetry of Place" featuring a reading by the Poets Laureate of Livermore and California, "Talking To Paintings" writing workshop, a presentation on strategies for getting published, an Asian American historian's reading, poetry slam writing, and much more. In 2026, we hope to present a lineup that can match last year's in both relevance and diversity of perspectives. We are exploring the inclusion of music, food trucks, and tours of campus artwork.

Origins: Our inspiration stemmed from the college's establishment of a Creative Writing Certificate and longstanding popular creative writing courses. With this festival, we hope to make Las Positas College and the City of Livermore a celebrated hub for the literary arts.

Originally scheduled for May 2020, our inaugural festival was postponed by the pandemic, and we finally held the event May 8, 2021, as an all-day online event; we "sold" over 1,000 free tickets, and had a stupendously successful day over Zoom, with attendees (and presenters) not only from features LPC and Livermore writers as well as writers from across the state, country, internationally. In 2023, our second in-person festival had 777 eventbrite registrations; in 2024, we had 1613 registrations, and in 2025, we had 1205. We are confident our numbers will grow as word spreads and our access to big-named authors increases with time and experience.

Timeframe and Implementation: The festival will likely be held Saturday, May 2, 2026. As stated above, we are currently in the process of booking authors. Facilities at the college have been tentatively reserved. For the next eight months, we will also focus on publicizing, arranging food, music, and tabling, etc.

- **Resources:** We are expecting a grant of $10,000 from the LPC Foundation and $5000 from the Las Positas College President's Speaker Series to be used for the keynote speaker, and $7000 from the LPC Puente Program. We also have secured a private donation of $750, which is targeted for a specific purpose (see #5), and we have individual donations that will be applied to this year's budget. Similar to last year, we will have some volunteer support from faculty and students in running the festival, including support from students in our newly activated Creative Writing Club.

3. **How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)**

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As outlined in our draft budget, the bulk of the grant funding would be used for artistic personnel for staffing the talks, workshops, and panels; we will also have costs associated with facilities, security, and food & beverages. We are again planning to do a robust publicity campaign via social media and in partnership with our community college district. In terms of revenue, we are committed to keeping the event free of charge to ensure that it is accessible to students, youth, families, and all community members, so any revenue would be from donations. We have allotted small stipends for event organizers and assistants. We are also supported by a number of volunteers.

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

We believe that nothing fits more closely with the idea of artsAlive! than an event that gathers people together to celebrate, learn, and practice their art form – literally, bring their art alive -- and that is the heart of the LPC Literary Arts Festival. The festival enhances the visibility and vitality of local arts and arts organizations with readings and performances, an expo area for display and sale of books by local authors, information on other local events and groups, and panels and workshops on literary craft. We have also worked with several local businesses in our past festivals, including The Cheese Parlor, Towne Center Books, Ampuli food truck, Sweet & Mellow Coffee, Tino's Tacos, Free Range Flower Winery, and others, and will continue to reach out to local businesses to explore opportunities for collaboration. The facilitation of partnerships, opportunities for collaboration, and sense of community among local writers and young developing writers are a core part of this event. The LPC Literary Arts Festival will remain free of charge, open, and accessible to both students and the Livermore community, and will feature a diverse range of activities and panel/workshop topics, engaging a wide variety of attendees. It is our hope that this event, with the City's support, will become a long-term, sustainable cultural resource, a literary linchpin of the Tri-Valley arts scene.

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in kind, they will be providing. Application Form - Project & Program Grants

At this time, we are expecting a $10,000 grant from the LPC Foundation, $5000 from the Las Positas College President's Speaker Series to be used for the keynote speaker, and $7000 from the LPC Puente program. We have secured a private sponsorship of $750 for author Rosemary McGuire.

List of Key Project Individuals:

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Michelle Gonzales – Co-Lead Coordinator of the LPC Literary Arts Festival

- English Professor – Full-Time, Tenured Las Positas College • English Department Coordinator
- Author (The Spitboy Rule, PM Press, 2016 and Marisolania, WTAW Press 2025)

Dr. Karin Spirn – Co-Lead Coordinator of the LPC Literary Arts Festival

- English Professor – Full-Time, Tenured Las Positas College • English Department Coordinator
- Author at Alta Journal
- Cofounder/Codirector of Jefferson-Award-Winning nonprofit Tuff Love Fitness

Toby Bielawski-- Co-Lead Coordinator of the LPC Literary Arts Festival

- Albany, CA Poet Laureate (2011-14)
- English Professor – Full-Time, Tenured Las Positas College

LPC Literary Arts Festival 2025 Projected Budget		
Item	Individual Cost in $	Total Cost in $
Nationally Recognized Keynote Author & Other Speakers		22,000
Poetry Slam Prizes		500
Havik Awards Prize Money		500
Maintenance and Operations		1500
Facilities Rental (LPC Main Theater)	200/hour (min rental time = 3 hours)	600
Food		500
Music		500
PR/advertising		2,000
3 Assistant Staff	3x500	1500

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3 Coordinators	3x700	2100
Sign language/closed captioning		600
Total		32,300

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About Las Positas College

From the Las Positas College Educational Master Plan[1]

Las Positas College is one of two accredited colleges in the Chabot-Las Positas Community College District. Las Positas College principally serves residents from the communities of Dublin, Livermore, and Pleasanton, and several unincorporated areas, including Sunol. Chabot College, located in Hayward, serves the western portion of the District, which includes the communities of Ashland, Castro Valley, Cherryland, Fairview, Hayward, San Leandro, San Lorenzo, and Union City.

The College began as an extension center of Chabot College in 1963, offering 24 classes and enrolling 820 students at Livermore High School and two other sites. By 1965, the program had expanded and moved to Granada High School in Livermore; it subsequently grew to include Amador and Dublin High Schools. The District purchased the 147-acre Livermore site that same year, intending to develop a comprehensive community college. However, in 1970 and again in 1972, bond issues to build the rural college failed— despite the overwhelming support of tri-city voters—because the District's largest voting population lived outside the service area for the proposed college. Lacking funds to develop a comprehensive community college, the Board of Trustees voted to develop a small education center at the Livermore site. On March 31, 1975, "Valley Campus" opened as the Livermore Education Center of Chabot College.

Las Positas College (LPC) has since developed into an accredited, comprehensive institution. In 1988, the College was designated by the Board of Governors as an independent college. Las Positas College received accreditation on January 7, 1991, from the Accrediting Commission of Community and Junior Colleges (ACCJC) of the Western Association of Schools and Colleges.

Accreditation was reaffirmed in 1997, 2003, 2009, and 2015. In 2020, the College began work on its next ACCJC Institutional Self Evaluation Report (ISER), which is due in 2022.

LPC offers a range of educational programs to meet the needs of residents in its service areas, in keeping with its founding mission to create an environment that "offers educational opportunities and support for completion to students' transfer, degree, and career-technical goals while promoting lifelong learning." LPC currently (as of fall 2020) offers 27 Associate of Arts degrees, 20 Associate of Arts Transfer degrees, 30 Associate of Science degrees, 8 Associate of Science Transfer degrees, 90 credit certificate programs, and 15 non-credit certificate programs. A majority of courses transfer, as well.

The College participates in collaborative strategies with local businesses and industry to strengthen and expand community participation in the Career Technical Education (CTE)

[1] https://laspositascollege.edu/about/assets/docs/LasPositas_Educational_Master_Plan_2021to2026.pdf

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programs. Service on advisory communities by local businesses and industry representatives strengthens the curriculum and ensure its accuracy. Students directly benefit from partnerships that expand available sites for internships, worksite experiences, and service learning. An important feature of the College's CTE programs is the integration of classroom experience with real-world work experiences in laboratories and facilities both off-campus and on-campus. These hands-on learning lessons provide students with the practical experience needed to give them a competitive advantage when seeking employment. A few examples of such specialized facilities and worksite learning locations include:

- Early Care Education students work in a laboratory classroom with young children at the LPC Childcare Center.
- Fire Service Technology students receive applied learning at the Livermore-Pleasanton Fire Department's Fire Training Facility.
- Engineering Technology students serve in paid internships at employers such as Lawrence Livermore National Labs, Lam Research, and Sandia National Labs.
- Technical Theater students work in real-world performing arts productions at the Bankhead Theater and Livermore Performing Arts.
- Emergency Medical Technician/Paramedic students gain clinical experience at regional hospitals including Kaiser, Doctor's, Stanford, and Oak Valley.

The College's certificates and some of the associate of science degrees awarded in CTE majors are designed for students who are interested in immediate employment and do not intend to transfer to a four-year college or university. Other associate of science degrees awarded in CTE majors are designed for students who do intend to transfer to a four-year college or university. CTE certificates and degrees at the College include: Administration of Justice, Applied Photography, Automotive Technology, Business, Commercial Music, Computer Studies, Early Care and Education, Emergency Medical Technician/Paramedic, Engineering Technology, Fire Service Technology, Digital Media & Graphic Design, Horticulture, Interior Design, Journalism, Kinesiology, Occupational Health & Safety, Technical Theater, Viticulture & Winery Technology, and Welding Technology.

Finally, LPC recently re-inserted "lifelong learning" into its mission statement. In keeping with this commitment, the College currently offers a variety of community education fee-based courses geared toward personal development and enrichment.

Signed: Dyrell Foster

Dyrell Foster, Ed.D., Las Positas College President

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Chabot Las Positas Community College District Board of Trustees

Ms. Linda Granger
Trustee Area 2
[redacted]

Mr. Harris Mojadedi
Trustee Area 3
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Mr. Hector Garcia
Trustee Area 1
[redacted]

Dr. Hal G. Gin
Trustee Area 6
[redacted]

Ms. Catheryn Grier
Trustee Area 5
[redacted]

Ms. Maria L. Heredia
Trustee Area 4 Trustee
[redacted]

Mr. Steve Lanza
Trustee Area 7
[redacted]

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KARIN SPIRN



EDUCATION

Ph.D.	English, University of Michigan	2003
M.A	English, University of Michigan	1999
B.A.	English major, Linguistics Minor, U.C. Berkeley	1997

TEACHING EXPERIENCE

Full-Time English Instructor — Las Positas College — 2005-present

- Courses designed and taught: College English (1A, 1AEX), Basic Skills English (104, 105), Critical Thinking and Composition (7), Critical Thinking and Composition with Literature (4), Topics in Literature (45), Creative Writing (11, 12)
- Instructor and Co-Coordinator for Puente Learning Community 2022-present: Designed and taught English courses focused on Latinx authors and issues, collaborated with colleagues and attended specialized trainings
- Smart Shop Coordinator 2022-Present: Facilitate a series of workshops for students on educational and career topics taught by instructors across the curriculum. Designed workshops on Using Identity in Writing, Identifying Fake News, Using "I" in writing, and Avoiding Plagiarism.
- Program Review Coordinator 2012-2020, 2024-Present: Guided college departments in self-evaluation and planning
- Served on the Educational Master Plan Task Force 2020: Examined data created goals and strategies for a five-year plan
- Institutional Planning and Effectiveness Committee 2012-2020, 2024-Present: Participated in college-wide data assessment and determined annual college priorities
- Led efforts to replace standardized testing with Multiple Measures placement
- Co-Created college Reading and Writing Website
- English Department Coordinator 2009-12
- Writing Center Coordinator 2004-2006

Puente Linguistic Justice Trainer	Puente Statewide Office	2024-Present
Cofounder and Board Secretary	Tuff Love Fitness	2020-Present
Lead Kickboxing Instructor	Four Elements Fitness	2016-Present
Adjunct English Instructor	Las Positas College	2004-2005
Adjunct English Instructor	Diablo Valley College	2003-2005
Graduate Student Instructor	University of Michigan	1998-2003

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TRAINING	
Linguistic Justice Community of Practice	2022-5
Puente Equity Summit	2022, 24, 25
Puente Summer Institute	2022
Online Course Development Training	2020
Growth Mindset Training	2018
Annual Convening for the National Consortium on College Men of Color	2017
CORA Teaching Men of Color in the Community College certification	2016
Faculty Inquiry Network	2009-10

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MICHELLE CRUZ GONZALES

[redacted]
pronouns: she/her/ella

EDUCATION

MFA	Mills College. English/Creative Writing	May 2003
B.A.	Mills College. English/Creative Writing, minor in Ethnic Studies	May 2001

HONORS AND AWARDS

Reed L. Buffington Award 2025
All-Around Excellence in Teaching and Service District-Wide

Don Milanese Award 2018
Educational Integrity and Excellence

John and Souanne Roueche Excellence Award 2016
Innovation in the Community College Environment

TEACHING/PROFESSIONAL EXPERIENCE

Las Positas College, Full Time Professor 2005 – Present

Courses Taught: Freshman Composition, Critical Thinking, American Literature, Literature of the American Southwest, Literature of the African Diaspora in America, Introduction to Creative Writing, Craft of Fiction

Las Positas, English Department Coordinator	2023 - 2025
Las Positas College, DEIA Coordinator	2023 – Present
Puente Project Statewide Professional Development Trainer	2022 - Present
Las Positas College, Puente Co-Coordinator	2012 – Present
Las Positas College, Reading and Writing Center Coordinator	2016 – 2023
Las Positas College, Adjunct Professor	2004 - 2005
Diablo Valley College, Adjunct Professor	2003 - 2005

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SELECT PUBLICATIONS

Gonzales, Michelle, "Not Just One White Way Down the Middle of the Road: An Argument for Identity in Academic Writing and Strengths-Based Assessment, forthcoming in *Journal of College English* and *Reconceptualizing Response* (Utah State University Press).
Gonzales, Michelle, *Marisolandia*, WTAW Press, 2025
Gonzales, Michelle, *The Spitboy Rule*: PM Press, 2016.
Gonzales, Michelle, "Someone is Always Left Behind," *Alta Journal, 2024*
Gonzales, Michelle, "A Language Like Home, *Alta Journal,* 2022
Gonzales, Michelle, "Bracing for the Silence of the Empty Nest, *Longreads*, 2019
Gonzales, Michelle, "Community College is Totally Punk Rock, *Teaching Resistance*. PM Press, 2019

SELECT PRESENTATIONS AND INVITED LECTURES

- Getting Students to Break up With AI and Embrace Linguistic Justice, Sacramento City College — August 29, 2025
- Care Through Code Meshing, Puente Equity Summit — September 13, 2024
- Strengthening Student Success Conference: Language So Rich, Why We Stiflin"- Linguistic Justice in the Classroom — October 13, 2021
- Culturally Responsive Feedback: Las Positas College — February 16, 2016

PROFESSIONAL TRAINING

Playlab Training, Summer 2025

Online Course Development Training, Summer 2020

On Course, Diversity Training, February 8, 2019

Annual Convening for the National Consortium on College Men of Color, June 2017

CORA: Supporting Men of Color Certificate
Center for Organizational Responsibility and Advancement, 2017

Puente Training, June 4-7, 2012

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PROFESSIONAL AFFILIATIONS

Association of Writers and Writing Programs, 2016 - Present

Association of Writers and Writing Programs, Community College English Program Consortium, March 2021-Present

Council of Writing Program Administrators, June 2025 - Present

LANGUAGES

English: Native Language

Spanglish: Proficient, me defendio

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Toby Bielawski
[redacted]

EDUCATION

M.A., English; Mills College, Oakland, Ca.	1995
B.A., English / Art History; Smith College, Northampton, Ma.	1990

ACADEMIC APPOINTMENTS

English Instructor, Las Positas College, Livermore, Ca.	1999-current
Adjunct English Instructor, Chabot College, Hayward, Ca.	1996-1999
Teaching Assistant, Mills College, Oakland, Ca.	1994-1995

TEACHING EXPERIENCE

Teaching Areas
- Composition & Critical Thinking
- Writing & Study of Poetry
- 20th century American Poets
- 18th century literature
- African-American literature

Detailed Teaching Experience
Las Positas College, Livermore, Ca. 1999-present
- Teach courses including Composition; Critical Thinking & Writing; Reading Apprenticeship Workshop; Introduction to Literature; Monsters & Madness in Literature; Gothic Imagination in Film & Fiction; Craft of Writing Poetry

Chabot College, Hayward, Ca. 1996-99
- Taught courses in Composition; Basic Writing Skills; Critical Thinking; Writing Poetry; African-American Literature; Islands & Isolation in Literature

Service
Las Positas College
- Distance Education committee service; faculty mentor for online teaching
- Reading Apprenticeship Leader Training, completed 2018
- Coordinator of English Department adjunct faculty, including mentoring, scheduling, orientations, and yearly faculty retreat
- Faculty advisor, Writers' Guild student writing club and workshops
- Coordinated Las Positas Literary Anthology, including contest, and awards ceremony
- Serve on Staff Development committee, Faculty Senate, and hiring committees

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- Chair of college Accreditation Committee
- Participant in Teachers Teaching Teachers, faculty retreats for discussion of pedagogical issues and sharing of curriculum

Chabot College

- Advised production of college literary journal *The Chabot Review*
- Interviewed potential adjunct instructors as member of Personnel Committee
- Organized full-time/adjunct workshop for pedagogical and curriculum discussions as member of Staff Development Committee
- Developed and implemented assessment techniques for gaining student feedback as member of Classroom Assessment Techniques Committee
- Served as Adjunct Mentor for newer part-time faculty

GRANTS & PRIZES

•First Place, Drafty Attic Press Chapbook Contest	2011
• National Endowment for the Humanities Summer Seminar: African American History And Literature, Savannah, GA	2008
•Featured Reader, Albany Library Poetry Series	
•Poet's Dinner Annual Contest, Kensington Library Literary Society	2004
•State of California Education Dept. Teaching and Learning Initiative	2003
•National Endowment for the Humanities Summer Seminar for College Teachers Vanderbilt University, Nashville, TN	1996
•Best Graduate Essay, Mills College	1995
•Babcock Poetry Prize, Smith College	1990

CREATIVE ACTIVITIES

•***Las Positas College Literary Arts Festival, Lead Coordinator*** 2021-present
Organized and produced all-day public festival online (2021) and in person (2022), including nationally-known writers, over 1,000 attendees

•***Colrain Poetry Manuscript Conference*** 2018, 2010
Submitted manuscript for evaluation by Publishers
Participated in reading and critique of manuscripts

• ***City of Albany Poet Laureate*** 2011-14
Hosted readings and workshops
Composed and presented poems on civic occasions
Initiated "Poetry of Place" Albany Poetry Map

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- *Vermont Studio Center Artist Residency* 2009
  Monthlong residency program with artists and writers
  Critique sessions with Major Jackson

- *Coordinator, Albany Library Poetry Series* 2005
  Booked featured readers and hosted open mic at monthly reading series

The Poetry Project at Las Positas College 2003-current

- Write grants and initiated project to introduce college students to the "Poetry Slam" spoken word movement
- Development of workshops on writing and performance techniques
- Bring guest poets to campus to demonstrate poetry slam and lead student workshops on slam writing
- Organization and publicity of field trips to urban poetry slams, including performances featuring the Berkeley Slam Team
- Organize campus poetry slam, including DJ, poet-performer MCs, prizes, and student performers

Community of Writers, Palisades Tahoe, Ca. 2002, 2009, 2015

- Participant in week-long writing workshop, writing one poem per day to be critiqued by faculty and workshop members
- Attended evening craft talks by faculty members Galway Kinnell, Sharon Olds, Lucille Clifton, Li-Young Lee, Yusef Kumanyakaa
- Provided musical entertainment at final evening celebration

Editing and Judging

- Judge, City of Pleasanton Poet Laureate Selection Committee 2003
- Faculty Advisor, *Las Positas Literary Anthology,* 2000 - present
- Faculty Advisor, *Chabot Review* , Chabot College 1999
- Judge, *Treasure House* Literary Anthology poetry contest 1998
- Judge, *Writers Across the River* poetry contest 1998
- Editorial Consultant, McGraw-Hill Publishing (fourth edition of *Western Wind: An Introduction to Poetry*) 1997
- Editorial Assistant, *Poetry Flash* 1995-96

NEH Project, Vanderbilt University
Racing the Rails: The Train in Black and White Folksong 1996

- Participation in summer seminar for college English teachers on "The Road in American Literature"at Vanderbilt University with Dr. Cecilia Tichi
- Researched independent project and developed curriculum

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on the railroad in African-American blues and American vernacular folksong
- Compiled multi-media presentation delivered to colleagues at Vanderbilt University and Chabot College
- Developed musical presentation for student audiences as faculty guest speaker

PUBLICATIONS

Poetry

Five Kinds of Fences (Drafty Attic Press), *2011*
Madroad: West Coast Writers (Breadline Press), 2011
Spillway, 2011
Tattoo Highway, 2009 ,
Tilt-A-Whirl, 2009
Verse Wisconsin, 2008
Wanderlust Review, 2005
Alehouse, 2003

seedhouse, 2001
Beyond Definition: New Writing from Gay & Lesbian San Francisco (manic d press), 1994
The Walrus , 1994
The Grecourt Review, 1990
The Green Age Review, 1990

Articles

"The Art of Being Fake" *east bay express*, Nov. 11, 2003
"Go Out and Make Some of Your Own" *east bay express*, Mar. 5, 2003
"Punk Prophets -- Where Are They Now?" *east bay express*, Jan. 1, 2003
"Las Hermanas Saleras -- Viva Salsa Chicks!" *east bay express*, Feb. 27, 2002
"First Person Universal: Songwriter Steve Seskin" *Radiance* , Fall 2000
"Folk Diva: The Wit and Wisdom of Odetta" *Radiance* , Winter 1999
"Meat Shakin' On My Bones: Female Body Image in the Blues" *Radiance*, Autumn 1999
"Writing A la Mode"(Review) *inside english*, September 1997
"Pamela's Narrative Palindrome: The Structure of Virtue in Richardson's Novel" *Eighteenth Century Fiction*, June 1996

CONFERENCE PAPERS

"The Absence of Arrival: Elizabeth Bishop and the Geography of the Coastline" Paper given at the Robinson Jeffers Association Conference, Stanford University , May 2002
"The Slivered Screen: Why We Love Fragmentation and Frankenstein " Paper given at Young Rhetoricians' Conference, Monterey, June 1998

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"Blindness and Insight in Hamlet and Oedipus" Paper given at the Northern California Renaissance Conference, Oakland, April 1996
"The Key to the Lock: Union and Division in Pope's The Rape of the Lock" Collaborative paper given at Academic Forum, Mills College, Nov. 1995
"The Spectrum of Certainty: Meaning and Writing in the Academy" Paper given at the Northern California Writing Centers Association Conference, Stockton, Ca. Feb. 1995
Presenter, Writer's Harvest Conference, Mills College, May 1994

MEMBERSHIPS

- California Poets in the Schools
- PEN America
- National Council of Teachers of English

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https://www.independentnews.com/culture/well-known-authors-set-to-appear-at-las-positas-literary-arts-festival/article_4b95231e-f760-41a4-8454-572aad95299e.html

Well-Known Authors Set to Appear At Las Positas Literary Arts Festival

By Vivien Wenneker
May 8, 2025

LIVERMORE — Las Positas College is set to host its fifth annual Literary Arts Festival on Saturday, May 10.

The event is scheduled to include speeches and writing workshops hosted by best-selling authors Daniel Handler (Lemony Snicket), Julissa Arce and Thrity Umrigar.

The program also includes the 22nd LPC Poetry Slam competition, award-winning plays, poetry reading, publishing and writing workshops, chocolate and wine tasting, and writing, storytelling and crafts for kids. A publication ceremony for Havik, LPC's Literary Arts Magazine, is also on tap.

The LPC Literary Arts Festival, unlike other literary festivals and writing workshops in the Bay Area, does not charge an entrance fee.

The festival began in 2020 when three of the college's English professors — Marty Nash, Toby Bielawski and Richard Dry — came up with the idea of starting the event.

"Not only did we want to offer a chance for our community and students to hear from and even meet famous and critically acclaimed authors, we also wanted students to get to know our creative writing program," Nash said.

The professors believed the event would be a great way to promote the certificate program, which offers courses in story writing, poetry writing, and literary magazine editing and production.

Nash pointed to critical support received from the Las Positas College Foundation, the school's English department and dean, the Livermore Commission for the Arts and the Livermore City Council, as well as others.

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After a local festival organized by Las Positas emeritus professor David Wright ended, there weren't any major literary festivals in the Tri-Valley. That's when Nash, Bielawski and Dry decided to pick up where Wright had left off.

The professors reach out to contacts and consider student interests and availability. They also think about books they'd like to teach in their classes, and contact authors of those books, so that students will get a chance to meet them.

In addition to encouraging their students and fostering a growing literary program, they also see a prime opportunity to connect with the Tri-Valley community at large by bringing together people of different age groups and backgrounds to bond over a shared appreciation of storytelling.

Through various activities and workshops, festival organizers seek to provide a range of resources and tools to help writers and those with an interest in writing develop their abilities. All three of the event's main organizers, though particularly excited about this year's lineup, are looking forward to something specific.

"I'm excited about the food and wine writing workshop, which includes tastings, and the poetry slam, which will be the 22nd year of the LPC slam," Bielawski said.

"I'm looking forward to the one-act plays and conspiracy-theory talk. We also have great kids' activities," Dry said.

"I can't wait for the publication ceremony for this year's edition of Havik, the Las Positas College Journal of Arts & Literature," Nash said. "Havik has won a national award for literary magazines four years running, and this year's edition looks beautiful".

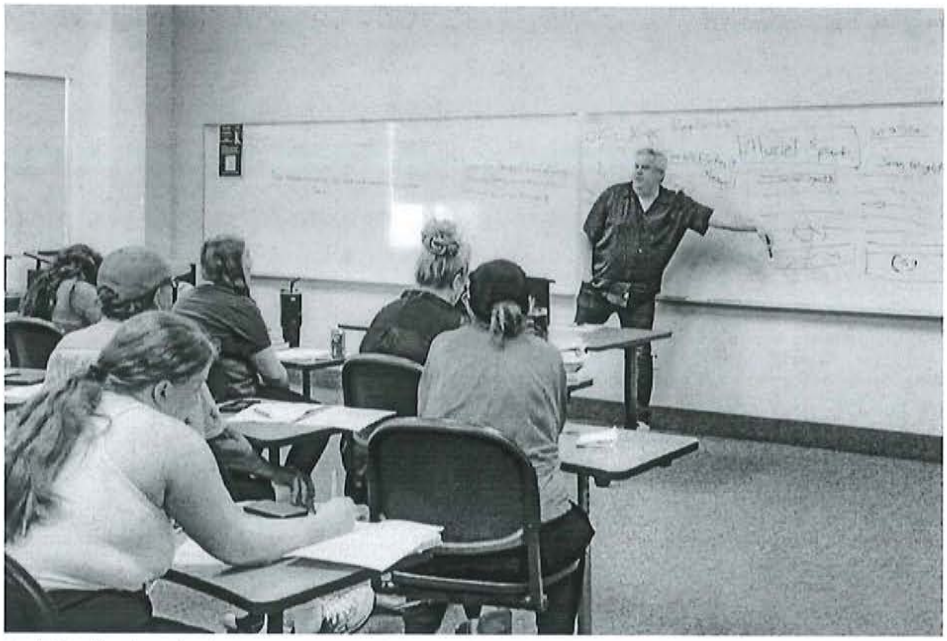
The festival is scheduled for the Mertes Center for the Arts, Building 4000, at Las Positas, from 9:30 a.m. until 6 p.m. Seating is limited.

To register for tickets and view the full schedule go to: https://www.laspositascollege.edu/literary-festival/

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Las Positas College Hosts Literary Arts Festival

May 17, 2025



Daniel Handler, the author known as Lemony Snicket who wrote "A Series of Unfortunate Events," speaks during his "How to Write Like a Burglar" seminar at the Las Positas College Literary Arts Festival on May 10 in Livermore. (Photos – Leah Silveira)

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A&E

Las Positas College to host Literary Arts Festival this weekend

Authors Thrity Umrigar and Daniel Handler among the presenting attendees



by **Jude Strzemp**
May 5, 2025 3:26 pm

Listen to this article now 1.0x

00:00 04:03

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Havik has won Best in Show in Literary Magazines by the Associated Collegiate Press for four consecutive years. Seen here are last year's staff (from left) Mark Newson and Simon Clarke. (Photo courtesy of Martin Nash)

Las Positas College's Literary Arts Festival is set to return for its fifth annual gathering of best-selling authors and poets for a day of writing sessions, a poetry slam and a publication ceremony.

Scheduled to host panels, workshops and talks this weekend are authors including Thrity Umrigar, Daniel Handler, Julissa Arce and Tamim Ansary.

Additionally, writers and artists behind the 2025 edition of Havik, the Las Positas College Journal of Arts & Literature, will have their time to shine as the school celebrates the publication and names award-winners.

"This event is truly special as it allows Las Positas College to showcase the incredible programs we have here while bringing world-class authors and speakers to our festival," said Martin Nash, LPC English professor and founder of the festival. "We're really excited about the variety in this year's lineup. We think there's something for everyone."

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To kick off the festival, Dera R. Williams — author, editor and researcher — is scheduled to lead a workshop on the process of publishing one's work.

Shortly after, Umrigar is set to give the festival's keynote speech followed by a book signing. As the best selling author of ten novels including "Bombay Time" and "The Space Between Us", Umrigar's most recent novel "The Museum of Failures" was recognized as the Best Book of 2023 by NPR, Harper's Bazaar, BookRiot and more.

Later on during the festival, Umrigar is set to host a writing workshop on character development.



Las Positas College's fifth annual Literary Arts Festival is scheduled on Saturday, May 10. (Photo courtesy of Martin Nash)

Handler, also known as Lemony Snicket and the author of "A Series of Unfortunate Events", is set to host a writing workshop as well called "How to Write Like a Burglar". Having sold over 70 million books worldwide, he too will hold a book signing after the workshop.

Other festival speakers include Arce, a best-selling Mexican-American author of books including "You Sound Like a White Girl" and "My (Underground) American Dream", as well as Ansary, an Afghan-American author of nine books including "Truther Narratives: Conspiracy Theory Explained".

Ansary facilitated the San Francisco Writers Workshop for over 20 years, and has produced work that won the 2010 Northern California Book Award and was selected for San Francisco's One City One Book reading event.

"It's not every day that we get to be around such a diverse group of people united by a passion for literature and writing," Nash told Livermore Vine.

In addition to panels and workshops, the festival will also include LPC's 22nd annual poetry slam, hosted by performance poets Bri Blue and Natriece (Tri) Spicer. The audience will have a chance to read their original poems too, with top-scoring LPC poets winning prize money.

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Havik will announce award-winning submissions at this year's publication ceremony. Seen here are (from left) Havik's current editor in chief Jesse Naranjo and last year's editor in chief Aaliyah Gholamipour. (Photo courtesy of Martin Nash)

The festival is scheduled to wrap up with a publication and award ceremony for the 2025 edition of Havik. For four years running, this award-winning journal has won Best of Show in Literary Magazines at the annual Associated Collegiate Press.

"It would be understandable to keep doing things the same way", Nash said amid the journal's string of accolades. "This year's staff of Havik was fearless in their vision."

The free, public event is scheduled to run from 9:30 a.m. to 6 p.m. Saturday (May 10) at LPC's Mertes Center for the Arts. For more information and tickets, visit laspositascollege.edu.

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EXHIBIT A EXHIBIT B 188

Trending: Burning Man | Apartment rents surge | Insurance rates | Eviction incentive | Surprisingly great tc

BAY AREA

Protest against East Bay drag queen story time is tense, but largely peaceful

By **Susie Neilson**, Investigative Reporter

Updated June 3, 2025 8:27 p.m.

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EXHIBIT A EXHIBIT B



Protesters gather before "Drag Queen Storytime for Kids & Kids at Heart" during the third annual Literary Arts Festival at Las Positas College in Livermore.

Susie Neilson/The Chronicle

Listen Now:

Protest against East Bay drag queen story time is tense, but largely peaceful

About 4 Minutes

Everlit

On a sweltering Saturday afternoon, dozens of people gathered outside of the Merte Center for the Arts at Las Positas College in Livermore, waving flags adorned with crosses and signs dotted with exclamation points.

"Stop! Complicating Childrens Lives!" read one sign. "Education not indoctrination / No to queer culture," read another.

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EXHIBIT A EXHIBIT B 190

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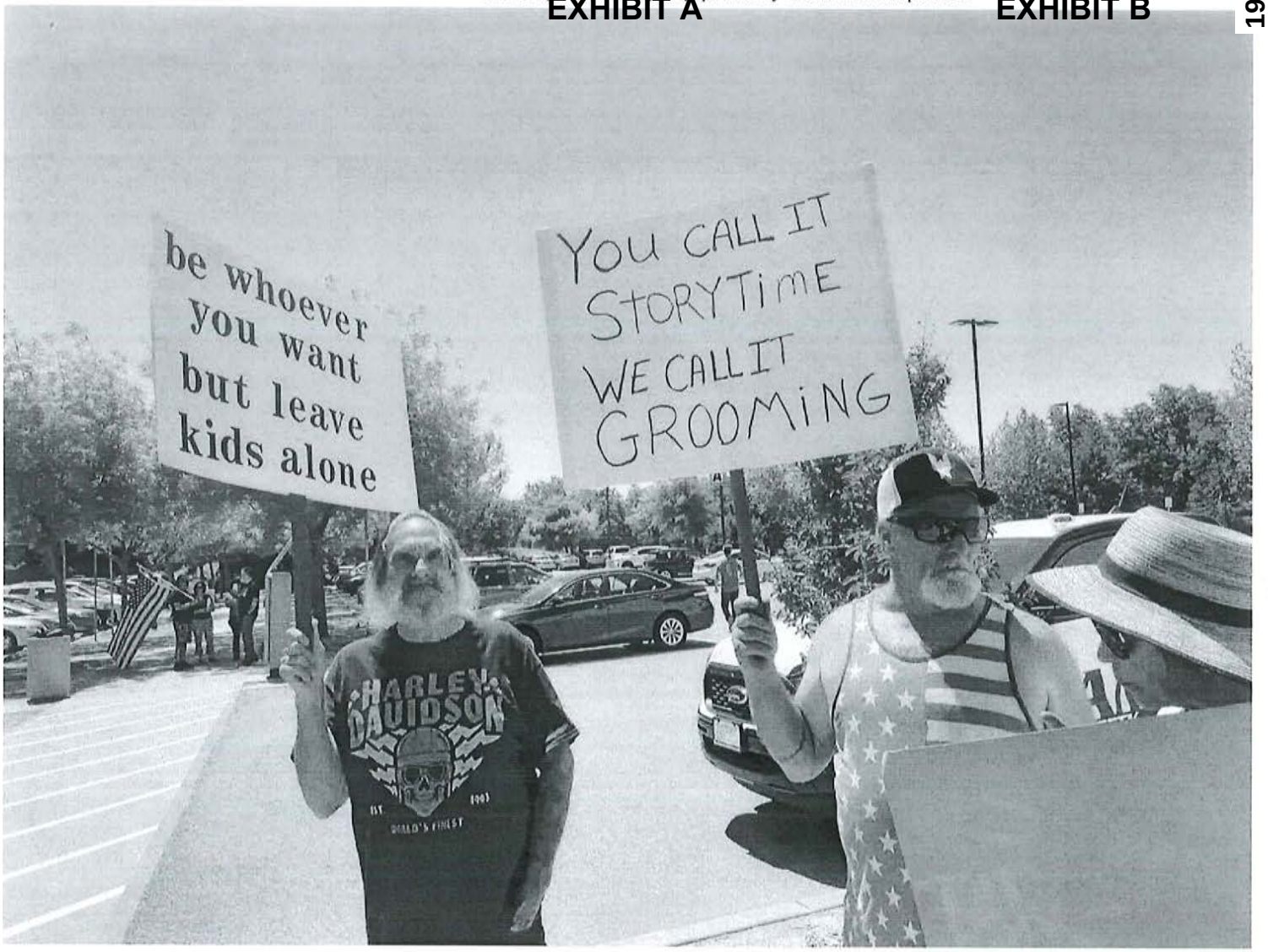
ACT NOW

The crowd had gathered to protest a drag queen story hour, one of 19 events held during Las Positas College's third annual Literary Arts Festival. The event, "Drag Queen Storytime for Kids & Kids at Heart," featured local queens Ava Lashay and Avery Night.

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EXHIBIT A EXHIBIT B 191



Protesters rally against drag queen story time at Las Positas College in Livermore.
Susie Neilson/The Chronicle

Queer media advocacy group GLAAD documented 166 anti-LGBTQ protests and threats targeting drag-related events from early 2022 through April 2023, featuring white nationalists and religious extremists. Many of these events turned violent, including a July 2022 story hour in San Lorenzo at which members of the Proud Boys neo-fascist group stormed into a library shouting homophobic slurs.

But Bay Area Against Mandates' flyer stressed that the protest should be peaceful, and by and large it was. While the hours-long event featured several tense confrontations between protesters and counterprotesters, no physical confrontations had occurred by 3:30 p.m., when the story hour ended.

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EXHIBIT A EXHIBIT B

Even so, the protesters' presence upset several Las Positas students and community members, who called it a sign of intolerance and a deliberate inability to separate sexual behavior from queer identity.

"As a queer person, seeing this kind of thing makes my blood boil," said Jesse Naranjo, shaking with emotion. "There *are* queer kids, and I know, because I was one. There's not anything inherently sexual about being queer; it's just a state of being."

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Naranjo's peer and fellow counterprotester, Aidan Taylor, said the size and enthusiasm of the day's protest "didn't surprise" him. A former conservative

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EXHIBIT A EXHIBIT B

himself, Taylor said he had a change of heart in the past several years and become more "inclusive."

"Your sign is absolutely true!" Kelle Gouveia said to a counterprotester whose sign read, "Hate has no place at Las Positas."

"And we don't hate," Gouveia added. "I actually love them more than I think they love themselves."

Gouveia said she came to the protest because she was "standing for the Lord." The counterprotesters standing across from her aren't bad people, she said — they are simply lost, collateral damage of the departure from a faith-based nation to one where "we become our own gods and do our own will." She wants a nation where leaders have integrity, standards and boundaries, she told The Chronicle.

"Church and the state should be together," Gouveia said.

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Kelle Gouveia holds a sign at a protest of drag queen story time at Las Positas College in Livermore.

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ACT NOW

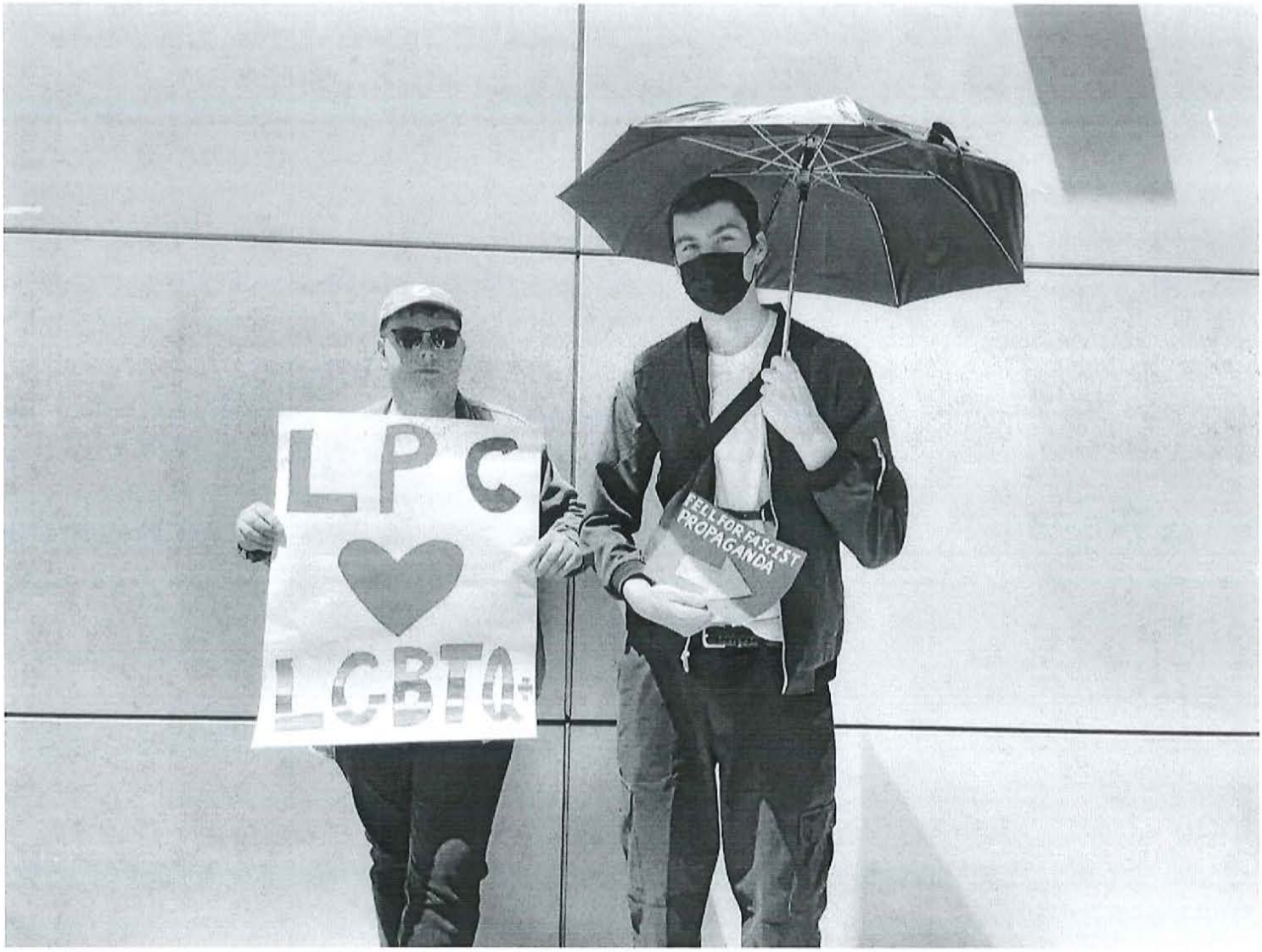
under God stands!!! See how we are falling? Fast!" A significant number carried Christian flags; many others wore Christianity-themed T-shirts or hats.

Inside the Mertes Center for the Arts, professors and students largely appeared to be trying to ignore the protest and enjoy the festival, a bustling event featuring local author and Pulitzer Prize finalist Tommy Orange as its keynote speaker. A

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EXHIBIT A EXHIBIT B

basket at the presenter check-in table held homemade buttons with the Progress Pride flag, and several festivalgoers wore rainbow apparel such as skirts and dog tags.



Aidan Taylor (left) and Tasha, who declined to give a last name, counterprotest in support of LGBTQ rights at the event. Susie Neilson/The Chronicle

Ten minutes before the drag queen story hour began, a little girl sat on the ground of the school's concrete entryway next to the counterprotesters, drawing a rainbow in chalk.

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EXHIBIT A EXHIBIT B

9:30 Doors Open, Las Positas College Building 4000, Mertes Center for the Arts

10:00

Tamim Ansary
Non-fiction v Fiction
Writing Workshop
10:00-10:50
Rm 4130

Getting Published
Dera R. Williams
10:00 - 10:50
Rm 4138

11:00

Tamim Ansary
Truther: Conspiracy Theories Explained
11:00-12:00 pm, Rm 4130

Festival Keynote in Conversation:
Thrity Umrigar
The Museum of Failures
(Book Signing to Follow in the Lobby)
11:00 am -12:00 pm
Main Stage Theater

Noon-

Steve Budd
"Seeing Stars"
One-Man Show
12:15-1:15 pm
Black Box Theater

Deema Shehabi
Palestinian-American Poetry Reading
12:00-12:45, Art Gallery

Daniel Handler (Lemony Snicket) in Conversation
And Then? And Then? What Else?
12:30 – 1:30 PM
Main Stage Theater
(Book Signing to Follow in the Lobby)

1:00

Thrity Umrigar
Writing Workshop
Building Your Character's Character
12:45 – 1:45
Rm 4212

Open Mic
Facilitator: Livermore Poet Laureate Peggy Schimmelman
12:45 – 2:15PM
Art Gallery

2:00

Slam Poetry Workshop
2:00 – 2:45 pm
Black Box Theater

Julissa Arce
(Puente Speaker)
You Sound Like a White Girl
2:00-3:00 pm
Rm 4138
(Book Signing to Follow in the Lobby)

Daniel Handler
(Lemony Snicket)
How to Write Like a Burglar
2:30 – 3:30 pm, Rm 4212
Rm 4212

Steve Budd
"Oy, What They Said about Love"
2:15-3:15 pm
Rm 4130

3:00

21st Annual Poetry Slam
3:00 -4:15
Black Box Theater

Michelle Cruz Gonzales
Marisolandia
3:30 - 4:30,
Art Gallery

How to Be Dateable
Julie Krafchick & Yue Xu
3:30-4:30 pm
Rm 4130

4:00

Word of Mouth: Writing, Wine, and Chocolate
Sarah Cain, Aaliyah Nitoto, Gabi Myers
4:30-6:00,- Rm 4130 (Age 21+)

Havik
(#1 CC Journal in the Nation)
The LPC Journal of Arts & Literature
Publication & Awards Ceremony
4:30-6:00, Rm 4127

6:00

Stories and Crafting for Kids
11-12 Stories and Crafts by Livermore Public Library
1:00-3:00 Storytelling and Coloring by Miriam

Topic Track Color	Topics	Sessions	Authors
	Non-Fiction	Conspiracy, Dating, Political Polemic	Ansary, Handler, Arce
	Fiction	Novel Discussion,	Thrity Umrigar
	Performance	Seeing Stars/Open Mic	Steve Budd/Local Authors
	Publication Ceremony	*Havik*	
	Poetry	Poetry Slam, Word of Mouth	Bri and Tri, Myers
	Writing/Publishing Workshops	Discussion, Workshop	Michelle Gozales, Tamim Ansary
	Youth Focus	Children's Writing, Crafts, Theater*	Livermore Library and Storytelling by Miriam

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance
Grantee shall maintain limits no less than:

Commercial General Liability, including operations, products and completed operations, as applicable: **$1,000,000/$2,000,000** aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Deductibles and Self-Insured Retention
All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions
The general liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Grantee's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy,

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including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.

4. The Grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550.

Verification of Coverage

Grantee shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

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AGREEMENT BETWEEN CITY OF LIVERMORE AND LIVERMORE-AMADOR SYMPHONY FOR FISCAL YEAR 2025-26 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2026, between the City of Livermore, a municipal corporation ("City"), and Livermore-Amador Symphony, a California non-profit Corporation ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to hold the "Spring Awakenings" concert ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions

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imposed by the 2008 Art in Public Places Program Policy and Procedures Manual, Cultural Arts Master Plan, and herein. The Project will include the following activities eligible under the Project and Program Grant Program: "Spring Awakenings" concert featuring symphonic music with a visual art movie of juried physical art.

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* To expose different audiences to different forms of art ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $8,579 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $8,579.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report has been filed. The Project & Program subcommittee of the Commission for the Arts has sole discretion to decide whether each of these milestones has been reached.

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IV. NOTICES

Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

City: City of Livermore
Attn: Allen McFarland, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: Livermore-Amador Symphony
Attn: Denise Leddon
P.O. Box 1049
Livermore, CA 94551-1049

V. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state, and local laws, statutes, rules, and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney’s and expert fees and/or court costs, arising out of the performance of the Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

D. Insurance

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Grantee shall procure and maintain insurance for the duration of the contract in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Project. Upon reasonable written notice, Grantee shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies, or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement. If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days after the date the notice is sent, City may exercise any of the remedies available under law and equity, including but not limited to the termination of this Agreement.

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Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

   a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

   b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

   c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

2. *Retention*: Grantee shall retain all records pertinent to expenditures incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

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3. *Objectives*: Grantee agrees to maintain documentation that demonstrates that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with respect to conflicts of interest, and covenants that it presently has no financial interest, and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

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Grantee further covenants that in the performance of this Agreement, no persons who exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. **WAIVER**

City's failure to act with respect to a breach by Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

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X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between City and Grantee with respect to this Agreement.

XI. BINDING EFFECT

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. COUNTERPARTS

This Agreement may be executed in counterparts by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

****

SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

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IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

Livermore-Amador Symphony
501(c)3 Non-Profit Corporation
"Grantee"

By: DocuSigned by: Denise Leddon 995DE95E01B64AF... **Dated:** 1/23/2026 | 4:10 PM PST

Denise Leddon
Livermore-Amador Symphony Marketing Chair

CITY OF LIVERMORE
a Municipal Corporation
"City"

By: _____ **Dated**: _____

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by: Daniel Gonzales 12B5892BAF3C47... Initial JF

Deputy/Assistant/Senior Assistant/City Attorney

Attachments:
Exhibit A - Application for Project and Program Grant from the City of Livermore
Exhibit B - Insurance Requirements

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Project & Program Grant

City of Livermore
Office of Innovation & Economic Development
Commission for the Arts

Application Form, Instructions, and Checklist

Applications are due on March 1 and September 1 each year

Completed grant applications must be:

- Delivered (in person or by commercial service such as FedEx, UPS, etc.) to the Office of Innovation & Economic Development c/o Commission for the Arts by 5 p.m. on March 1 and September 1, or
- Sent First Class or Priority Mail by the US Postal Service to be received at the City no later than March 1 and September 1.

Send or deliver applications to:

City of Livermore
Office of Innovation & Economic Development
Staff Liaison for the Commission for the Arts
1052 S. Livermore Avenue
Livermore, CA 94550

This packet contains the Application Checklist and instructions for completing the application.

<go to next page>

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Applicant Name: Livermore-Amador Symphony

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

- [x] 1. Application Checklist (this page).
- [x] 2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?
- [x] 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.
- [x] 4. If you are an organization, submit a list of current officers and Board members with their term of office.
- [x] 5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.
- [x] 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.
- [x] 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.
- [x] 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.
- [x] 9. Resumes/biographies of key project individuals, generally one page each.
- [x] 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.
- [x] 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)
- [x] 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.
2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.
3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

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Checklist #2

Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?

Our concert project "Spring Awakenings" on April 11, 2026 is more than 2 months after the application deadline.

<go to next page>

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Checklist #3

Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.



Authorized Officer's Signature

9/2/25

Date

Anne Anaya

Print Name of Officer signing this form

President

Title of Officer signing this form

- or -

If applicant is an individual artist:

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

N/A

Artists Signature

Date

Print name of Artist signing this form

<go to next page>

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Checklist #4

EXHIBIT A

EXHIBIT C

Livermore Amador Symphony Association

P. O. Box 1049, Livermore, CA 94551-1049

Web Site: https://livermoreamadorsymphony.org/

LASA Board of Directors 2025–2026

	Name	Phone	Address	Zip*	E-mail	Term**
President*	Anne Anaya O	[redacted]				'28
At-Large*	Anne Badders					'27
Vice Pres*	Tim Barry					'28
	Carol Boster					'26
Secretary*	Marcia S. Elchesen					'28
	Stu Frazier					'28
Treasurer*	Ursula Goldstein O					'28
	Leslie Grunewald					'28
	Stacy Hughes O					'26
	Nick James O					'28
	Jean King					'26
	Denise Leddon O					'28
	Nancy McKenzie					'28
	Nissa Nack O					'26
	April Nissen O					'28
	Jeffrey Schneider					'28
	Lynn Seppala					'26
	Leslie Stevens O					'26
	Clark Streeter					'26
	Linda Tinney					'26
	Brandon Tran					'27
Guild Pres	PJ Wells					Ex Officio
	Beth Wilson					'27

**Board term: 3 years from July 1, expires June 30 of year noted. Officer term: 1 year, July 1–June 30 except Treasurer: Sep 1–Aug 31.

NON-BOARD MEMBER CONTACTS

Music Director	Lara Webber	[redacted]			
Chair: Programs and Youth Orchestra (LASYO)	Betsy Hausburg O				
Chair: Guest Conductor and Orch. Mgmt.–Personnel, EC*	Bryan Waugh* O				
Orch. Mgmt.–Production	Jim Hartman O				
Orch. Mgmt.–Librarian Orch. Mgmt.–Extra Players	Audrey Horning O				
Webmaster	Judy Eckart O				
Bookkeeper/Accountant	Audrey Horning CPA				

***Executive Committee members**

O: LAS players

v3 07-27-25

~~~~Confidential: For Official Symphony Use Only Please~~~

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Checklist #5 **EXHIBIT A**

Address any reply to: P.O. Box 36040, San Francisco, Calif. 94102

EXHIBIT C

US Treasury Department

District Director

Internal Revenue Service

Date: AUG 15 1969

In reply refer to: [redacted]

Livermore Symphony Association
[redacted]

Purpose: Educational and charitable

Address Inquiries and File Returns with District Director of Internal Revenue: San Francisco

Form 990-A Required: ☒ Yes ☐ No

Accounting Period Ending: June 30
[redacted]

On the basis of your stated purposes and the understanding that your operations will continue as evidenced to date or will conform to those proposed in your ruling application, we have concluded that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. Any changes in operation from those described, or in your character or purposes, must be reported immediately to your District Director for consideration of their effect upon your exempt status. You must also report any change in your name or address.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code, in which event you are required to file Form 990-T. Our determination as to your liability for filing the annual information return, Form 990-A, is set forth above. That return, if required, must be filed on or before the 15th day of the fifth month after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office, as should any questions concerning excise, employment or other Federal taxes.

This is a determination letter.

Very truly yours,

Joseph M. Cullen

Joseph M. Cullen
District Director

FORM L-178. (REV. 8-66)

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EXHIBIT A

EXHIBIT C

Internal Revenue Service
District Director

Department of the Treasury

Date: MAR 0 3 1989

Data of Exemption: JULY 1966

Internal Revenue Code Section: 501(c)(3)

Refer Reply to: [redacted]

LIVERMORE-AMADOR SYMPHONY ASSOCIATION
[redacted]

Gentlemen:

Thank you for submitting the information shown below. We have made it a part of your file.

The changes indicated do not adversely affect your exempt status and the exemption letter issued to you continues in effect.

Please let us know about any future change in the character, purpose, method of operation, name or address of your organization. This is a requirement for retaining your exempt status.

Thank you for your cooperation.

Sincerely yours,

Frederick C. Nielsen

District Director

Item Changed	From	To
NAME:	LIVERMORE SYMPHONY ASSOCIATION	LIVERMORE-AMADOR SYMPHONY ASSOCIATION

P. O. Box 36001, San Francisco, CA 94102

Letter 976(DO)(7-77)

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Checklist #6

Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or September 1

Submission Date: 9/2/25

Amount of Grant Request: $ 8,579 Total Project Budget: $ 30,575

Applicant/Organization: Livermore-Amador Symphony

Applicant/Organization's Address: [redacted]

Applicant/Organization's Web site: https://livermoreamadorsymphony.org/

Preparer's Name and Title: Denise Leddon, LAS Marketing Chair

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): Denise Leddon, LAS Marketing Chair
[redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Symphonic Music with Visual Art Movie of juried physical art.

Briefly describe the project or program for which support is requested:

The Livermore-Amador Symphony April 11, 2026 concert "Spring Awakenings" will display juried physical art that has been selected for best artistic ability and best representation of the music, in the form of a silent movie, from a Call for Art from Livermore Art Association. Purpose is to expose different audiences to different forms of art to increase audiences for both organizations.

Number of people intended to reach: Audience: 507 + 600 Participants: 60 + 40

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

The Goal is to increase the symphony concert audience with participating artists and their friends/families and to create an interest in our "Spring Awakenings" art show on the following weekend with symphony participants and audience.

Date project or program is scheduled to begin: April 11, 2025

Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: April 19, 2025

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Application Form - Project & Program Grants

If needed, please use additional paper for this section.

1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

Livermore-Amador Symphony (founded Sept. 1963):
Our mission is to present musical programs of cultural and educational value for the benefit of the community and to encourage, stimulate, and support community interest in the musical arts.
The LAS pledges: To continue to foster a musical environment that is welcoming to musicians of all backgrounds and to our increasingly diverse audience and community. To bring forward more works of composers of diverse racial and ethnic backgrounds in our concert programming. To continue to bring symphonic music into local public schools through outreach performances aimed to serve the children of our community.

Livermore Art Association (LAA) is a nonprofit organization founded in 1957 to promote public interest and appreciation in the fine arts and the fine crafts, as well as to encourage the artistic progress and the development of its members. Membership is open to anyone interested in the fields of arts and crafts.

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

See the external document "LAS Describe Grant - Checklist 6 item 2"

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

The requested grant funds will be used to build additional audience attendance with 2 paid ads in the newspaper, postcards & posters, and to build a professional video of juried art from the Call for Art for the "Spring Awakenings" concert. This will create more public interest. Funds will allow for room rental the following weekend to showcase all "Sping Awakenings" art entries to build a following of music/art lovers. These funds will also support our guest conductor who selected the music. Guest conductors also help build audieces. A collaboration of 2 organizations.

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

Our grant request meets goals of the "Creative Livermore" Cultural Arts Plan in a few ways. (1) This project grant "expands our entertainment" to help our music be accessable to more people using a movie of art. Audience will explore our art medium using 2 senses, sound and sight to build an appreciation. (2) We always provide FREE youth tickets. Approximately 30 – 80 free tickets get used per concert. (3) We are providing a FREE music/art offshoot of our April 11 Bankhead "Spring Awakenings" concert & art movie. On April 18/19, anyone may enter the Bothwell free-of-charge to enjoy our live music, the "Spring Awakenings" symphony art display, view our video from the week before, and receive watercolors for kids (4) We are partnering with another organization to provide additional vibrancy to Livermore.

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.

We are collaborating with Livermore Arts Association. They will organize a Call for Art, following through with juried art selection. Any artist in the valley may participate. Artists will purchase symphony tickets to see their art unfold, projected on the big screen behind the orchestra. The Livermore-Amador Symphony is renting a space, with grant funds, to showcase all the art entries. This will also showcase the symphony with in-kind string quartets to publicize our next concert among a different, new crowd. Livermore resident professional violinist Jim Hurley is also providing in-kind services to perform at our concert during intermission to enhance our event. He has his own following of musician-lovers. His bio is quite interesting!

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Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$ 8,120	Avg of 4 concerts 2024-2025 of 437 attendees
Tuition/Workshop fees	$ N/A	
Other:	$ N/A	
Subtotal: Earned Revenue	**$** 8,120	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$ 11,250*	$ $14,100	$
Grants *(Foundations/Government other than City)*	$ 0	$	$
City of Livermore *(other than this grant request)*	$ 0	$	$
Other: Guild Fundraising	$ 3,000*	$ 3,000	$
Subtotal: Contributed Income	**$** 14,250	**$**	**$**

Project & Program Grant Amount Requested	**$** 8,579
Total Project Support (Revenue + Income + Grant**)**	**$** 30,949

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	**Amount**	**Notes**
Artistic	$ 14,446*	Guest/Conductor, Concertmaster
Production	$ 2,420	Videomaking professional & Bankhead screen / projector costs of 2k+ 420
Administrative	$ N/A	
Other: *(describe in Notes)*	$ 200	Judge for art selection
Subtotal: Personnel	**$** 17,066	

General	**Amount**	**Notes**
Venue Rental	$6,500*+1,250	Bankhead/East Ave Middle School, Bothwell W-end Room
Materials and Supplies	$ 1,000	Music Rental actual for Apr 11
Marketing and Promotion	$ 709+3,250*	Postcards, 2 Ads, Posters +3,250 publicty & pgms
Transportation	$ N/A	
Insurance	$ 587.50*	
Other: *(describe in Notes)*	$ 212.50*	ASCAP/BMI music royalties
Subtotal: General	**$** 13,509	

Total Project Expenses (Personnel + General)	**$** 30,575
Project Surplus (Loss) (*Total Support minus Total Expense*)	**$** 374

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

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Budget Notes

Asterisk (*) values above represent 1/4 of the yearly value associated for one concert. Livermore-Amador Symphony produces 4 major concerts a year.

Contributions of $45,000 was based on our symphony 2025-2026 budget.

Grant funds for the guest conductor, an added expense of $4,000. He picked an excellent theme of music, "Spring Awakenings" which prompted the symphony wanting to feature spring artwork fitting the music. Grant funds of $200 for a judge for the art. Grant funds of $2,420 for the videomaking professional and Bankhead Theater equipment to run it.

Grant funds for symphony rental for Bothwell West-end room @ 25% discount, $1250, for Th-Sun which includes setup & exhibit space for symphony's artwork portrayed at concert & room for quartet music during scheduled times. LAA is providing art panels, in collaboration, for LAS to display "Spring Awakenings" artwork used at concert & to display all submitted entries.

Bankhead/East Ave Middle School are the symphony's regular concert/reheasal space.

Grant funds for two 3.25" x 5" Independent ads @ $254.30, $100 postcards, $100 posters @ $709 to do in addition to our Press Releases, etc.

Total grant funds of $8,579 requested.

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Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
Bankhead Theater	Deluxe Marketing Package email reaches 30,000 people, Social Media and banners. A perk because the symphony performs the Gala.	$ 375
Jim Hurley	Professional violinist serenading audience in lobby, folk music in theme w/ concert, audience building	$1,000
Quartets from community members	2 quartets to play at the "Spring Awakening" symphony art reception on Sat and Sun for one hour each. For	$2,000
	elegance, for audience building.	$
		$
		$

Requested Grant Amount: $ 8,579

Cash Match Amount: $ 11,250

In-kind Match Amount: $ 3,375

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Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

The Livermore-Amador Symphony (LAS) April 11, 2026 concert "Spring Awakenings" at 7:30 pm at the Bankhead Theater will display juried artworks. These will be selected for best artistic ability and best representation of the music to be performed. The art will be displayed in the form of a silent movie played during concert. The symphony has invited Livermore Art Association (LAA) to collaborate with us to manage the acquisition of the artworks for this project.

The goal of this project is to expose our separate audiences to different forms of art to increase audiences for both organizations: to increase the symphony concert audience with participating visual artists and their friends/families and to increase the LAA audience to the accompanying art show on the following weekend with symphony followers.

All art media will be eligible, from water color to acrylics to oils to photography to sculpture.

To guarantee best resolution for projecting the movie from a large distance, the symphony will hire a professional videographer. Many of us volunteers have experience, but we want to be in the hands of a professional to showcase the jury-selected art for each piece of music to its greatest advantage. There will be a different selection of artwork for each segment of music. The videographer will have methods to add visual interest without overwhelming. We will obtain videographer recommendations from our many member allies in Livermore Cultural Arts Council.

To enhance our concert and artist audiences, we plan to have a selection of the original jury-selected art items, shown during concert, physically displayed in the elegant Bankhead Theater lobby near our manned table of symphony and artist

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volunteers. These pieces of art will be on sale. This is a real plus for artists in our valley that do not have enough gallery space.

A further evening enhancement will be with a professional violinist, local Livermore resident Jim Hurley, playing gentle, folksy tunes to provide a musical backdrop in-theme to the evening during our intermission. Topping the evening off, will be our after-concert wine and punch reception. Cookies for our youth and young-at-heart. Worth mentioning, our concerts are always FREE to our youth under age 22. This has been a long-time plan in action to build future adult audiences.

A table-easel will display a beautifully printed sign, “Tonight’s concert supported in part by a grant from the City of Livermore Commission for the Arts”. Grant acknowledgements will also be in the evening’s program, trailer on the movie, and in all PR. The table will also contain brochures and postcards from both the LAS symphony and the LAA arts organizations.

We will be sharing with the symphony audience that the artworks can be seen the following weekend at the symphony’s “Spring Awakenings” exhibit at the Bothwell West-end room, and is running concurrently to LAA’s Spring Art Show, April 17 – 19. The intent is to bolster attendance to both events at the affordable, functional Bothwell Arts Center.

The LAA always uses the Bothwell Center’s large East-end room to display their spring art on very large white panel displays. This year working together to build audiences, the symphony plans to rent the smaller West-end room to display all art submitted for selection to the movie. Plans include having a volunteer quartet from our symphony and/or a highly-talented quartet from the local Livermore high schools perform background music while attendees enjoy the “Spring Awakenings”. The symphony may plan other little perks to create interest in future concerts. Our publicity at concert and associated Press Releases are intended to increase the attendance at both the “Spring Awakenings” and, by association, the LAA Spring Art Show. To keep the momentum going, LAS symphony volunteers will be in attendance at the symphony’s “Spring

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Awakenings" art show to hand out brochures and postcards to our final concert. A tag and re-tagging system!

Grant money is being requested to cover expenses of the guest conductor, the jurist, the professional videographer, rent of the theater movie equipment, some special PR newspaper ads, and rent of the West-end Bothwell room for symphony marketing use and plenty of room for the quartets to perform among our "Spring Awakenings" artwork.

The Bankhead lobby violinist is gifting his serenades. The symphony quartet music at our "Spring Awakenings" show, April 17 – 19 will be volunteers.

The call-for-art prospectus is soon to be written, with a deadline of early February, allowing time for juried selection of art, photograph taking, and design and review of the movie. Lara Webber, our LAS Music Director, will provide Youtube links for artists to listen to programmed music to create art work. The symphony always has 2 dress rehearsals at the Bankhead Theater. This will allow for confirmation of timing of the movie to music. The symphony is able to match this grant at 50% from our ticket sales from the night of April 11.

This project originated from our LAS Audience Building Committee that is now in its second year of meetings. It consists of a group of 5 LAS board members, with occasional guests, that brainstorm ideas that we think would pull in additional ticketed seats. We tend to get approximately 400-people audiences. We are striving to eventually have continual sell-out audiences of 500.

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Checklist 8 – List of key project individuals

LAS – Livermore Amador Symphony

LAA – Livermore Arts Association

Denise Leddon – LAS Marketing Chair – will oversee professional video production and direct all PR for audience building.

Christine Watters – LAA President – LAS invited LAA to collaborate in symphony "Spring Awakenings". Christine, as the subject matter expert will oversee the call for art and juried selection process.

Lara Webber – LAS Music Director/Conductor – Oversees all aspects of the Livermore-Amador Symphony. Webber will provide Youtube links for artists to listen to programmed music to create art work for "Spring Awakenings".

Geoffrey Gallegos – Guest Conductor – will be featured to conduct the LAS during Spring Awakenings. It's an audience building methodology to feature guest conductors from time to time.

Jim Hurley – Professional Violinist – will play gentle, folksy tunes to provide a musical in-theme backdrop to the evening during intermission.

Eric Johnson – Bankhead Theater, Director of Operations – will oversee all concert production needs, including staff setup of movie screen & running the projector in coordination with the concert music.

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Checklist 9 – Bios of key project individuals

Denise Leddon – LAS Marketing Chair

Denise Leddon is LAS Marketing Chair with 30+ years experience as a volunteer. Writing Press Releases, art work/image selection, flyer/banner design, email blast design. Denise has volunteered for multiple organizations, Cantabella Children's Chorus, Del Valle Fine Arts, Livermore-Amador Symphony, Livermore Cultural Arts Council, and Valley Humane Society. In addition to marketing experience, Denise has experience with many other volunteer functions: President, VP, Secretary, Treasurer, budgeting, fundraising, grant writing, policy & procedure building, committee work, networking & team building. Denise has played in the Livermore-Amador Symphony since 1987 as a Second Violin. Denise's former professional life was as a software designer, writing scientific, engineering and instrument-control software applications, with project management skills.

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Christine Watters – LAA President, to collaborate with symphony as the artistic subject matter expert

LAA President since January 2022

Programs Chair for 3 years

LAA Tech support

Textile and Mixed Media Artist

Christine Watters was raised in Vancouver, BC, and Kingston, Ontario, and earned a Bachelor of Science with Honors in Biology from Queen's University. She went on to build a 15-year career in the biotech, pharmaceutical, and vaccine industries before relocating with her husband and daughter to Pleasanton in 2016, and then to Livermore in 2017.

After joining the Livermore Art Association (LAA), Christine was invited by then-Programs Chair, Marge Haggin, to take on Programs, with Haggin mentoring her through the transition. Over the following four years on the arts board, she became increasingly active. During the pandemic, she worked with a small team from LAA, PAL, and DAC to provide joint programming for the community. She also designed the New Dawn online digital show in 2021—LAA's first virtual exhibition—designing and managing both the submission process and the website.

In January 2022, Christine became President of LAA. Under her leadership, the organization has experienced remarkable growth: membership has increased by 50%, workshops and monthly programs have been added alongside general meetings, and member engagement has increased significantly.

As an artist, Christine explores the endless possibilities of textile art by combining fabric, paper, wire, and paint in unexpected ways. Drawing inspiration from everyday moments, her work layers printmaking, dyes, and thread to capture familiar feelings while leaving space for viewers to see their own stories. Christine is currently a guest artist in the LAA Gallery and has works on view at the William Scofield Gallery in Vancouver, Washington. <go to next page>

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Lara Webber – LAS Music Director

Widely admired as a dynamic, creative, and engaging conductor, Lara Webber is dedicated to inspiring audiences and community engagement through the power of symphonic music. She has been praised by fellow musicians around the country for her musical depth, genuine expression, strong personal vision, and collaborative spirit. The 2025–2026 season is her twelfth as music director and conductor of LAS.

Webber brings a broad range of experience to the podium. She has held the positions of both assistant and associate conductor of the symphony orchestras of Baltimore and Charleston and music director of the Charleston Symphony Orchestra Chorus. She is music director of the Palo Alto Philharmonic. Her guest-conducting activities have included multiple performances with the symphonies of Houston, Pittsburgh, San Antonio, Santa Barbara, and Modesto, among several others. She has served as cover conductor for the San Francisco Symphony and the National Symphony Orchestra. Webber's operatic associations include posts as the assistant conductor at Glimmerglass Opera and conductor of the Baltimore Opera Studio.

Strongly committed to arts education, Webber was a conductor of the Emmy-nominated Disney's Young Musicians Symphony Orchestra. She has taught student conductors as a faculty member of the League of American Orchestra's conductor workshops and has coached youth and community orchestras. At home in Livermore, she is active in the community, bringing music to the local elementary schools, coaching chamber musicians, and advocating for the arts as an essential part of the educational curriculum and a vital part of our culture.

Webber holds a Bachelor of Music in Vocal Performance from the Oberlin Conservatory, where she studied orchestral conducting with Robert Spano. She received her Master of Music degree from USC, where she studied with Daniel Lewis.

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Geoffrey Gallegos – Guest Conductor

Geoffrey Gallegos, a San Francisco native and sixth generation Californian has been a fixture in the San Francisco Bay Area music community for over 30 years. From 1985 to 1990, Maestro Gallegos served as Associate Conductor of the San Francisco Chamber Players Orchestra. In 1991 he was appointed Principal Conductor of the San Francisco Concerto Orchestra and continued in that capacity until 1993. He resumed his association with the SFCO from 2000 – '06 as Principal Guest Conductor. In 2003, he was engaged as Assistant Conductor of the Peninsula Symphony Orchestra (N. CA) and served in that position until 2008. It was also in 2003 that Maestro Gallegos made his debut with Golden Gate Opera in San Francisco conducting *I Pagliacci* and was subsequently invited to become Music Director and Principal Conductor. During this tenure he conducted the majority of GGO productions including *Gianni Schicchi*, *The Telephone*, *Madama Butterfly*, *Carmen*, *Suor Angelica*, *Hansel and Gretel* and the world premiere production of *Lincoln & Booth*. In 2004, following an extensive search, Maestro Gallegos was invited to become Music Director and Conductor of the Kensington (CA) Symphony Orchestra, only the third in the Orchestra's 44 year history, a position he holds currently. In 2015, following a year long search, Maestro Gallegos was engaged to become Music Director and Conductor of West County Winds, a symphonic wind and percussion ensemble in residence at Contra Costa Community College and serving West Contra Costa County. He was invited to guest conduct the opening of the 49th season of the Diablo Symphony Orchestra (CA) and has also guest conducted numerous ensembles throughout the Bay Area, US and in Europe.

Maestro Gallegos has a deep commitment to music education. In 2001, he was appointed Music Director and Conductor of the Golden Gate Philharmonic, an all-city string youth orchestra in San Francisco that offers an integrated program of orchestral and chamber music performance as well as music theory. More recently, he has assumed the new titles of Artistic Director and Principal Conductor and Acting Executive Director of the GGP. From 2001-2010, he also participated in the Artist in Residence program at the Ruth Asawa San Francisco School of the Arts (S.O.T.A.) where he served as guest conductor of the orchestra and wind ensembles, and taught music theory and sight singing. During the 2000-01 academic year, Maestro Gallegos was appointed Conductor of the San Francisco State University Symphonic Wind Ensemble. In the summer of 2002 he was invited as a Guest Conductor of the Orchestra at Cazadero Music Camp and was reengaged for the 2004 summer session. From 2007-2010, Maestro Gallegos served as Instrumental Music Coordinator and Liaison at The Nueva School in Hillsborough where, among many duties, he oversaw the prestigious Menuhin/Dowling instrumental music program and organized and managed the Menuhin/Dowling Competition for Young Musicians. Maestro Gallegos has served as an adjudicator for numerous youth competitions, masterclasses

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and workshops throughout the Bay Area, and was invited to participate as a jury member for the 2014 annual Parade of Orchestras Festival held in Honolulu.

Maestro Gallegos studied at the San Francisco Conservatory of Music Preparatory School and San Francisco State University, completing, with honors, a Bachelor of Music degree in Instrumental Education and Conducting. Advanced studies in orchestral and operatic conducting continued at the University of Iowa School of Music, where he received a Master of Arts degree with High Distinction and served as Conductor of the University Chamber Orchestra. Four times he was awarded fellowships, chosen from a large international pool of applicants, to the prestigious Conductors Institute held at West Virginia University and the University of South Carolina. In 1991, Maestro Gallegos was nominated for the Annual Conductor's Guild Thelma A. Robinson award. Since 2005, he has been a member of the Board of Directors of the Community Music Center in San Francisco where he began his music lessons on the trumpet at the age of nine. He currently resides in San Francisco with his wife Julie.

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Jim Hurley – Professional Violinist

Livermore native **Jim Hurley** began his music education in local public schools. He later studied violin with Dr. Madeline Schatz, a protege of Jascha Heifetz and Josef Gingold, and earned his B.A. Music in violin performance from Humboldt State University in 1981.

He has performed with Queen Ida's Grammy-winning Bon Temps Zydeco Band, Deep Purple guitarist Ritchie Blackmore, the Trans-Siberian Orchestra with Jon Anderson from Yes, Dan Hicks, Al Stewart, Josh Groban, Smokey Robinson, Stanley Jordan, Zhao Hui, the Waybacks, Tempest, and Ancient Future.

He has appeared on Saturday Night Live, at the New Orleans and Monterey jazz festivals, the Philadelphia, Winnipeg and Strawberry folk festivals, a few stadiums, some European castles, and numerous other venues, large and small, in 15 countries. His playing is featured on many dozens of recordings.

He performs locally with his original jazz quartet, Night Harvest; also with American Idol alumnus Wolf Hamlin and The Front Porch Drifters, featuring winemaker Karl Wente. Night Harvest re-brands as The Surly Jackasses to back singer/songwriter Suzanna Spring. The combined Las Positas College orchestra, jazz band and dance department performed Hurley's Modern American Nutcracker for their 2013 Holiday concert. Jim collaborated in October 2014 with alumni of Rod Stewart, Jefferson Starship and The Tubes as Whograss, for a unique show at S.F.'s Hardly Strictly Bluegrass Festival.

Jim teaches violin, guitar and more at his Open Strings Music Studio, in Livermore. Jim also serves as Artistic Director and instructor for Music Pathways, a non-profit music education foundation, affiliated with Livermore Valley Education Foundation.

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Eric Johnson – Bankhead Theater, Director of Operations

Eric has been involved in nearly every aspect of theater over the past two decades. After pursuing his early dream of performing on stage, Eric broadened his skill set, creating light designs and running sound for Broadway tours, international music and dance festivals, and corporate events. Professionally, Eric has woven his love for the arts together with his technical savvy to serve the entertainment industry at venues of all sizes, from small theaters to large-scale arenas. A Livermore native, Eric's connection to the Bankhead Theater runs deep. During its opening year 2007, he worked in marketing, accounting, as well as backstage, and returned periodically thereafter in a variety of roles. Eric officially assumed the permanent post of Director of Operations in March 2020. In addition to his ETCP Certification in Electrical & Theatrical Rigging, Eric recently completed business and leadership courses within the MIT Executive Program. His undergraduate studies encompassed both accounting and graphic design.

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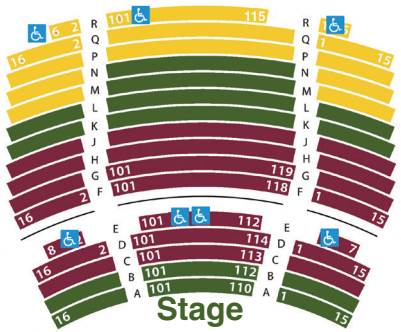
Subscription Form

2025–2026 Concert Season

Season Tickets (Dec., Feb., April, June)

Sections are shown on theater diagram below.

Bankhead Theater



Section	A	B	C
_____ADULT	❒ $166	❒ $140	❒ $112
	❒ $156	❒ $133	❒ $105

Early Purchase: by July 15, 2025

_____**YOUTH** *(under age 22)* $0 in all sections

Tickets: $_____

❒ I want to retain my seat(s) from the 2024–2025 season.

Retention of seats is guaranteed only for renewals received by July 31, 2025.

Payment

Write a check payable to **LVPAC**, or pay by credit card:

❒ Amex ❒ Discover ❒ MC ❒ Visa

Account # _____

Exp. Date _____ Security Code _____

Signature: _____

Contact Information

_____
Name(s)

_____
Address

_____
City *State/Zip*

_____
Telephone

_____
Email *Seat(s) in 2024–2025*

Bring or mail this form to the Bankhead Theater Box Office, 2400 First St., Livermore CA 94550, or email its image to boxoffice@bankheadtheater.org

(no subscription orders by phone)

EXHIBIT A

LIVERMORE AMADOR SYMPHONY

Livermore-Amador Symphony Association
P.O. Box 1049
Livermore CA 94551-1049
www.livermoreamadorsymphony.org

EXHIBIT C

2025–2026 Season

LIVERMORE AMADOR SYMPHONY



Joyful Sounds of the Season

December 6, 2025

Jenny Douglass
viola



Forbidden Love

Valentine's Day 2026



Spring Awakenings

April 11, 2026

Geoffrey Gallegos
guest conductor



Dramatic Voices

June 6, 2026

Steve Sanchez
clarinet

livermoreamadorsymphony.o

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Music Director Lara Webber

Widely admired as a dynamic, creative, and engaging conductor, Lara Webber is dedicated to inspiring audiences and community engagement through the power of symphonic music. She has been praised by fellow musicians around the country for her musical depth, genuine expression, strong personal vision, and collaborative spirit. The 2025–2026 season is her twelfth as music director and conductor of LAS.



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Webber holds a Bachelor of Music in Vocal Performance from the Oberlin Conservatory, where she studied orchestral conducting with Robert Spano. She received her Master of Music degree from USC, where she studied with Daniel Lewis.

Inside the Music

Join Lara Webber from 7 to 7:15 p.m. prior to the February, April, and June concerts as she shares stories of the evening's composers and their music.

Symphony Guild

The Guild is an auxiliary of the Livermore-Amador Symphony Association. Its purpose is to stimulate community interest in the Symphony and to provide financial support. Membership is open to all who share this goal. For information, please see livermoreamadorsymphony.org or contact Guild President PJ Wells at pj.wells.ca@gmail.com.

EXHIBIT A

Donations

Please consider
a tax-deductible contribution.

New Giving Levels & Donor Recognition

SYMPHONY CLUB

Symphony Club gift: an LAS decal.

Overture Club **$100–$199**

Recognition on printed programs for a year
plus membership in the LAS Association.

Sonata Club **$200–$299**

All benefits above plus 2 Bankhead lobby bar vouchers.

Concerto Club **$300–$499**

All benefits above plus season LAS membership to the
Founder's Room at the Bankhead.

CONDUCTOR'S CIRCLE

All Symphony Club benefits, plus an invitation to
the annual Conductor's Luncheon.

(Sponsor by July 31, 2025, to receive your invitation to the 2025 Conductor's Luncheon.)

Baton Circle **$500–$999**

Invitation to the season-end dress rehearsal.

Maestro Circle **$1,000–$1,999**

Invitation to a donor backstage tour before a concert.

Ovation Circle **$2,000–$4,999**

Invitation to sponsor a concert soloist.
There will be an opportunity to meet and greet the soloist.
Soloist sponsorship can be named for you, your family,
or to honor someone dear to you.

Virtuoso Circle **$5,000 & above**

Invitation to sponsor a concert during the season.
Your sponsorship helps to offset the cost of producing one
concert. Concert Sponsors are acknowledged
with verbal and printed recognition.

Donors are acknowledged in concert programs for a year, as are memorial and "in honor of" donations. Please provide your name(s) as you wish to be listed in the Donors section of concert programs. If you are making a donation in honor of someone or in memory of someone, include that information, also. For additional details, please call the LAS phone, 925.789.5724, or write to LAS Association President Tim Barry at **president@livermoreamadorsymphony.org**.

Write a check payable to Livermore-Amador Symphony and send it to PO. Box 1049, Livermore CA 94551-1049; or donate by credit card at livermoreamadorsymphony.org.

EXHIBIT C

A.P. Barnes Society

Members of the A.P. Barnes Society bequeathed donations to the symphony or have included the symphony in their estate plans. Please contact LAS Association President Tim Barry at president@livermoreamadorsmphony.org for information. Your gift will become a part of the future of our Symphony.

Competition for Young Musicians

The Symphony Association's 53rd annual Competition for Young Musicians is open to instrumentalists and vocalists who reside in Alameda County, Contra Costa County, the City of Tracy, or the community of Mountain House, California. The maximum age is 19 at the time of the winners' performances as soloists with the Symphony at its concert on February 14, 2026. The competition will be held in October 2025 for those students who apply by the September deadline and pass a preliminary screening. For additional information, see livermoreamadorsymphony.org or contact Competition Committee Chair Anne Badders at competition@livermoreamadorsymphony.com.

Youth Orchestra

LASYO, the Livermore-Amador Symphony Youth Orchestra, is a summer orchestra open to musicians ages 11 to 21. For 2025, Don Adkins returns as music director and Justin Enright joins us as winds director. The free 2025 LASYO concert begins at 7 p.m. on Saturday July 26 at the First Presbyterian Church in Livermore. For information, see livermoreamadorsymphony.org or contact LASYO Coordinator Betsy Hausburg at vdt.director@gmail.com.

Awards to High School Seniors

The Symphony Association annually presents to graduating high school seniors the Association Award, the Arthur P. Barnes Award, the John H. Green Memorial Award, and the Bill King Memorial Award. These awards recognize students who have made significant contributions to school and community musical activities. For the 2025–26 season, applications will be available in late August and due in October 2025. See livermoreamadorsymphony.org. Questions? Please contact Awards Committee Chair Nissa Nack at nissanack@comcast.net or 925.484.1942.

School Concerts

LAS has presented orchestra concerts at elementary schools assemblies in Livermore, Pleasanton, and Dublin since 2015. The most recent concerts were in Livermore on April 17, 2025, at Sunset and Croce Elementary Schools.



Doug Stark, LAS principal bassoon, with his daughter, Charlotte, at an LAS school outreach concert at Sunset Elementary School.

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EXHIBIT A

EXHIBIT C

LIVERMORE AMADOR SYMPHONY

2025–2026

Lara Webber
Music Director & Conductor

livermoreamadorsymphony.org

Joyful Sounds of the Season



Jenny Douglass

Saturday December 6, 2025

Concert, 8 p.m.
No preconcert talk—holiday parade day

Coleridge-Taylor: Christmas Overture
Vaughan Williams: Suite for Viola and Small Orchestra
Jenny Douglass, soloist
Quinn Mason: Christmas Eve Festivities
Tchaikovsky: The Snow Maiden

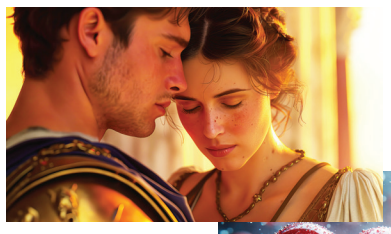
Deck the halls and warm your hearts with festive music perfect for the start of the holiday season. Christmas carols infuse the music of composers Samuel Coleridge-Taylor and Quinn Mason. Beloved Bay Area violist Jenny Douglass is our featured soloist in the lyrical music of Vaughan Williams. Tchaikovsky transports us to the wintry world of the snow maiden. Put yourself in the holiday spirit with the symphony!

Forbidden Love

Saturday February 14, 2026

Inside the Music, 7–7:15 p.m. Concert, 7:30 p.m.

Delius: The Walk to the Paradise Garden
Prokofiev: *Romeo and Juliet* Suite No. 2
Elgar: Salut d'Amour
plus solos by the winners of the 2025–2026 Competition for Young Musicians





Spend Valentine's Day with the symphony! Hear Elgar's musical love letter, and immerse yourself in passionate music of Delius and Prokofiev inspired by the Shakespearean lovers Romeo and Juliet. Emerging artists take center stage as we feature the winners of our annual Competition for Young Musicians in this evening of musical romance that will sweep you off your feet.

Spring Awakenings

Saturday April 11, 2026

Inside the Music, 7–7:15 p.m. Concert, 7:30 p.m.

Geoffrey Gallegos, guest conductor
Glazunov: "Spring" from *The Seasons*
Copland: Appalachian Spring
Delius: On Hearing the First Cuckoo in Spring
Schumann: Symphony No. 1 ("Spring")



Geoffrey Gallegos

Embrace the joy and renewal of springtime with music inspired by the vitality of this beautiful season. Conductor Geoffrey Gallegos leads the orchestra in a vibrant program featuring Copland's "Appalachian Spring" and music of Delius, Glazunov, and Schumann that brings the sounds of nature to life.

Dramatic Voices

Saturday June 6, 2026

Inside the Music, 7–7:15 p.m. Concert, 7:30 p.m.

Barber: First Essay for Orchestra
Navarro: Clarinet Concerto No. 2
Steve Sanchez, soloist
Beach: Symphony. No. 2 ("Gaelic")



Steve Sanchez

Steve Sanchez, captivating performer and virtuoso clarinetist, joins us for a season finale that packs a punch! The intensity and expression of Samuel Barber leads us into Óscar Navarro's second clarinet concerto, which is truly cinematic in its scope and jazzy in its sensibilities. Pioneering American composer Amy Beach transports us through musical imagery and Scottish folk song to her Gaelic roots in Scotland. A dramatic finish to a beautiful season of music.

The audience and performers are invited to enjoy a reception featuring Livermore Valley wines and hosted by the Livermore-Amador Symphony Guild in the lobby after each concert.

@livamsymph

livermore-amador symphony channel

Programs subject to change.

The Livermore-Amador Symphony Guild is underwriting the cost of providing a harpist at LAS concerts throughout the 2025–2026 season.

The Music Director position is underwritten by the Chet and Henrietta Fankhauser Trust.

The membership of the Livermore-Amador Symphony Association is composed of adult season ticket subscribers, Guild members, volunteer orchestra members, and donors of $100 or more.

For further information please call 925.789.5724 or see livermoreamadorsymphony.org.

Pops on the Green
September 27, 2025, 3–4 p.m.

Our annual Pops concert, sponsored by the Symphony Guild, will be on the lawn in front of the Bankhead Plaza on an autumn afternoon. Bring a picnic or snack and maybe something to sit on while you enjoy the music from our wonderful Symphony. Admission is free, but we do collect donations. All donations go to supporting the Symphony. Join us at 3 p.m. on Saturday September 27!

Family Holiday Concert
December 6, 2025, 3–4 p.m.

In coordination with the Livermore Valley Performing Arts Center and in partnership with Valley Dance Theatre, the Symphony Association presents a family concert inside Livermore's Bankhead Theater. Sign up through the Bankhead for free general-admission tickets and join us for a short, fun-filled celebration of the holiday season on Saturday December 6 at 3 p.m.!

Single-Concert Tickets

Tickets for individual performances are available from the Bankhead Theater starting **August 1,** 2025, for our concerts in December, February, April, and June at $46/$39/$31 for adults, $0 for youth under age 22. Call 925.373.6800, see livermorearts.org, or go to the box office at 2400 First St., Livermore. For more information, call the Symphony at 925.**789.5724** or visit livermoreamadorsymphony.org.

Estate Sales

Symphony Guild volunteers have years of experience managing estate sales: evaluating items and offering advice, sorting, pricing, marketing, and holding the sale. Proceeds are shared between you and the Symphony, as agreed by and contracted with you. Your donations may be tax deductible. All of the Guild's share of the proceeds goes to the Livermore-Amador Symphony. See livermoreamadorsymphony.org, or contact Nancy McKenzie at 925.294.8657 or nancymac360@gmail.com.

Grants and Matching Gifts

Funding has been gratefully received from:

Community Health and Education Foundation

Pleasanton Arts Commission and Livermore Valley Performing Arts Center

Tri-Valley Nonprofit Alliance

Alameda County Arts Commission ARTSFUND (partially funded by the U.S. American Rescue Plan Act)

NVIDIA

Lawrence Livermore National Security

Symphony Association Board of Directors 2025–2026

Anne Anaya
Anne Badders
Tim Barry
Carol Boster
Marcia S. Elchesen
Alan Frank
Stu Frazier
Ursula Goldstein
Leslie Grunewald
Stacy Hughes
Nick James
Jean King
Denise Leddon
Nancy McKenzie
Nissa Nack
April Nissen
Jeffrey Schneider
Lynn Seppala
Leslie Stevens
Clark Streeter
Linda Tinney
Brandon Tran
PJ Wells
Beth Wilson

Livermore-Amador Symphony is a resident company of the Bankhead Theater, 2400 First Street, Livermore

Live at The Bankhead

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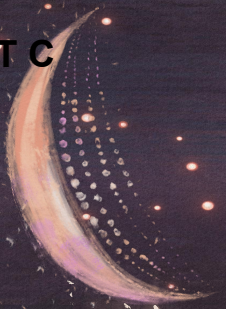
EXHIBIT A

EXHIBIT C

Festive Fairy Tales



Livermore Amador Symphony





Saturday December 7 8:00 PM



Bankhead Theater

livermorearts.org

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EXHIBIT A

EXHIBIT C



RAVEL Mother Goose Suite

BARBER Die Natali

BIZET L'Arlésienne Suite No. 1

Youth Tickets (22 yrs & Under) are free!

Jazz Band Element 119 Featured at Intermission

Complimentary Livermore Valley Wines after the concert

Meet our Conductor, Lara Webber, and our Symphony Musicians!

Docusign Envelope ID: F5E77D1A-755D-405E-972A-E2196B418249

EXHIBIT A EXHIBIT C

LIVERMORE AMADOR SYMPHONY

Lara Webber
Music Director & Conductor

Sat. February 15, 2025, 7:30 p.m.

Inside the Music talk by
Lara Webber, 7–7:15 p.m

Bankhead Theater, Livermore



Expressions of Youth

Ram Tori Maya (2019) — **Reena Esmail** (b. 1983)

Joining the orchestra onstage:
members of the Cantabella Children's Chorus and
Indian Classical dancers Prita Mohanty and Keerthana Yellapragada

Violin Concerto in D Minor (1904, rev. 1905) — **Jean Sibelius** (1865–1957)
Opus 47
I. Allegro Moderato

Ariel Pawlik-Zwiebel, soloist

Academic Festival Overture (1880) — **Johannes Brahms** (1833–1897)
Opus 80

INTERMISSION

Cantabella Children's Chorus
will perform in the lobby at intermission.

Piano Concerto in A Minor (1868) — **Edvard Grieg** (1843–1907)
Opus 16
I. Allegro molto moderato

Olivia Luan, soloist

Symphonic Variations on an African Air (1898)
Opus 63 — **Samuel Coleridge-Taylor** (1875–1912)

After the concert, the audience and performers are invited to enjoy a lobby reception hosted by the Livermore-Amador Symphony Guild featuring wines from Cuda Ridge and Las Positas Vineyards plus chocolates to sweeten your night.

Music Director position underwritten by the Chet and Henrietta Fankhauser Trust.

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Orchestra

Conductor
Lara Webber

First Violin
Josepha Fath
Concertmaster
Juliana Zolynas
Assistant Concertmaster
Norman Back
Feliza Bourguet
Judy Eckart
Kuan-Yu Liu
Jutta Massoud
Doug Morrison
Michael Peach
Nick Travia
Anthony Westrope

Second Violin
Ursula Goldstein
Principal
Anne Anaya
Stephanie Black
Lisa Burkhart
Jeana Ernst
Miriam Flock
Stacy Hughes
Susan Ivie
Jacqueline McBride
Nissa Nack
Johan Qin
Leslie Stevens

Viola
Dora Scott
Principal
David Friburg
Audrey Horning
Fernanda Van Atta

Cello
Peter Bedrossian
Principal
Nita Cooley
Kate Fisher
Chris Jackson
Joanne Lenigan
Paul Pappas
Elise Van Gelder

String Bass
Aaron Plattner
Principal
Richard Hibbs
Nick James
Navaz Jasavala

Flute
Marianne Beeler
Principal
Stacie Manuel
Kaitlyn McCain

Piccolo
Stacie Manuel
Kaitlyn McCain

Oboe
Eva Langfeldt
Principal
Jeanne Brown

English Horn
Jeanne Brown

Clarinet
Lesley Watson
Principal
Kathy Boster

Bassoon
Doug Stark
Principal
Katie Brunner

Contrabassoon
Richard Krishnan

Horn
Christine-Ann Immesoete
Principal
James Hartman
Roger Henderson
Bryan Waugh

Trumpet
Michael Portnoff
Principal
Bob Bryant
Anthony Manuel

Trombone
Diane Schildbach
Principal
Alice Williams

Bass Trombone
Marcus Schildbach

Tuba
Betsy Hausburg

Timpani
April Nissen

Percussion
April Nissen
Principal
Robert Hamaker
Bill Taylor

Harp*
Kristin Lloyd

Librarians
Audrey Horning
Stacy Hughes
Patty Crohare
Ian Zolynas

** The Symphony Guild is generously underwriting the harp position for the 2024–2025 season.*

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Program Notes

Ram Tori Maya (2019) **Reena Esmail**
(b. 1983)



In the words of the composer: "Ram Tori Maya is a bhajan by the ancient Indian saint-poet Barabas set to a melody by Ninu Majumdar. It speaks about how worldly distractions can prevent us from focusing on what is the most important and most sacred to each of us, and invites us to find that spirit within ourselves, and commit fully to it. I originally arranged this bhajan for our Shastra Summer Collaborative, to teach Hindustani singers to sing with a string quartet. But the music is so direct, so lilting, so engaging that when Carnegie Hall's Link Up program approached me to write a new piece, I knew that the students would benefit from connecting with this ancient wisdom that is even more relevant in today's world."

Indian American composer Reena Esmail works between the worlds of Indian and Western classical music. A Los Angeles resident, Esmail writes orchestral, chamber, and choral works. She has written commissions for the Los Angeles Master Chorale, Seattle Symphony, Baltimore Symphony Orchestra, and Kronos Quartet. The Los Angeles Master Chorale's 2020–2025 Swan Family Artist in Residence, she has been in residence with the Seattle Symphony, Tanglewood Music Center, and Spoleto Festival. Esmail holds a bachelor's degree in composition from Juilliard School and master's degrees and a doctorate from the Yale School of Music. She received a Fulbright-Nehru grant to study Hindustani music in India. Her doctoral thesis, "Finding Common Ground: Uniting Practices in Hindustani and Western Art Musicians," explores the methods and challenges of the collaborative process between Hindustani musicians and Western composers.

Joining LAS and Cantabella Children's Chorus in this performance are talented dancers Prita Mohanty and Keerthana Yellapragada, interpreting "Ram Tori Maya" with a beautiful rendition of the epic tale Ramayana through the lens of Odissi dance, one of India's oldest and most revered classical dance forms. The story of Ramayana holds deep moral, spiritual, and emotional truths. The choreography, expertly crafted by Manasi Padhi, follows this story, beginning with the *Swayamvar* of Lord Rama and Sita. Sita, the princess of Mithila, chooses Lord Rama as her life partner. Rama is exiled, and Sita is abducted by the deceitful Ravana. After a final confrontation, good ultimately triumphs over evil.

Violin Concerto in D Minor (1904, rev. 1905) **Jean Sibelius**
Opus 47 (first movement) (1865–1957)

The Sibelius violin concerto is one of the most beloved and frequently performed violin concerti in the classical repertoire. Sibelius himself had aspired to be a violin virtuoso in his youth, and this concerto reflects his deep understanding of the instrument's capabilities. It is known for its emotional intensity, virtuosic demands, and uniquely Nordic atmosphere. Originally premiered in 1904 but deemed too difficult, the revised version was premiered by the renowned violinist Karel Halíř under the baton of Richard Strauss.

The first movement opens with a hauntingly beautiful orchestral introduction, establishing a dramatic and melancholic atmosphere. The solo violin enters with a lyrical theme, characterized by its sweeping lines and rich emotional depth, showcasing expressiveness and technical virtuosity. This movement weaves together intricate melodies and vigorous rhythms, reflecting the Finnish composer's unique style, which blends traditional folk elements with Romantic expressiveness. As the movement unfolds, dynamic contrasts and thematic development create a sense of tension and release, culminating in a powerful climax that highlights the soloist's prowess. Throughout, Sibelius's masterful orchestration complements the violin, enriching the narrative and enhancing the overall emotional impact of the work.

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EXHIBIT A EXHIBIT C

Academic Festival Overture (1880) **Johannes Brahms**
Opus 80 (1833–1897)

Johannes Brahms's "Academic Festival Overture" is a spirited and celebratory work written as a gesture of gratitude to the University of Breslau, which had awarded the composer an honorary doctorate in music. Brahms, who was initially hesitant to accept the degree, chose to mark the occasion by composing a piece that was both festive and lighthearted, in contrast to the more serious and profound character of much of his earlier work. Throughout the composition, Brahms not only honors the university that awarded him the honorary degree but also invites the listener to experience the joy, wit, and intellectual engagement he himself felt in his relationship to the world of academia and music.

The overture opens with a lively and energetic introduction, featuring bold brass fanfares and sweeping strings. The music quickly develops into a theme that is both jubilant and dignified, a fitting prelude to the larger celebration. Brahms cleverly incorporates a series of student anthems and drinking songs throughout the piece, blending traditional German melodies with his own masterful orchestral writing. These familiar tunes, such as "Gaudeamus Igitur" ("So Let Us Rejoice," a well-known academic song) and "Wir hatten gebauet ein stattliches Haus" ("We Had Built a Stately House") are woven into the fabric of the overture with intricate counterpoint and harmonic textures.

Piano Concerto in A Minor (1868) **Edvard Grieg**
Opus 16 (first movement) (1843–1907)

Edvard Grieg's Piano Concerto in A Minor, composed in 1868, remains one of the most beloved works in the piano concerto repertoire. Its first movement immediately presents the signature fusion of Romantic expression and Norwegian folk influences that are characteristic of Grieg's music. The music begins with a flourish, placing the solo piano front and center. Next is a striking orchestral fanfare, first introduced by the strings and then taken up by the brass, giving it an energetic, almost heraldic quality. The orchestral chords establish the key of A minor, and the tension builds before the piano enters, immediately giving the impression of a grand narrative beginning to unfold. This introduction presents the main theme, a fanfare-like figure that plays a significant role throughout the movement. When the piano enters, it does so dramatically, with the same fanfare-like theme first heard in the orchestra. The piano's version is full of virtuosity, with rapid runs and wide intervals.

Grieg's writing enables the piano to shine as both a soloist and an equal partner with the orchestra. A contrast emerges when the piano shifts to the second theme. This theme is introduced in the orchestra, and then the piano repeats it with subtle ornamentation, providing a tender and reflective mood. The theme has a sweeping, lyrical, almost folk-like character, a hallmark of Grieg's style. Then come numerous opportunities for the pianist to demonstrate virtuosity, including rapid octave runs and cascading arpeggios, leading to a brilliant and intense climax. In a recapitulation, the pianist continues to demonstrate both technical brilliance and emotional depth, until a coda brings the movement to its conclusion. The final passage has energetic and rapid piano figurations accompanied by the orchestra's bold fanfares until the movement ends in thrilling triumph.

Symphonic Variations on an African Air (1898)
Opus 63 **Samuel Coleridge-Taylor**
(1875–1912)

Samuel Coleridge-Taylor was a leading figure in the late Romantic period, and his music is often characterized by a blend of Western classical idioms with influences drawn from his African heritage. (His father emigrated to England from Sierra Leone.) He studied at the Royal College of Music in London, where he was trained as a composer, and his works are notable for including European as well as African musical elements. In addition to composing symphonic and choral works, Coleridge-Taylor was a passionate advocate for the African diaspora, and his music reflects a desire to both preserve and celebrate African musical traditions in the context of Western classical forms.

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"Symphonic Variations on an African Air" was composed at a time when racial and cultural identity was a topic of growing importance. Coleridge-Taylor's use of African melodies not only elevated the music of his heritage but also challenged and enriched the Western classical tradition. The piece stands as a prominent example of his ability to blend classical music with themes inspired by African folk melodies. He presented African music not as an exotic "other" but as a rich, complex, and worthy source for symphonic treatment.

This work, one of Coleridge-Taylor's most popular compositions, was first performed in 1901. The "African air" Coleridge-Taylor used is the strikingly simple and deeply expressive African American song "I'm Troubled in Mind," which offered him the perfect springboard for his exploration of harmonic, rhythmic, and orchestral color. This theme is followed by several variations, each of which transforms aspects of the original theme. The opening is a gentle yet rhythmically compelling melody that evokes the spirit of African music through its distinctive pentatonic scale, which was characteristic of many African folk tunes. The melody is elaborated upon as it passes through the orchestra, with different sections offering their own interpretations of the tune. The variations explore contrasting moods, from the playful and energetic to the lyrical and tender. The lush textures of the full orchestra combine with the often intricate interplay between the woodwinds, strings, and brass, with rhythms and harmonies often drawing from African-inspired patterns. The piece also subtly blends elements of European classical music, such as the use of counterpoint, thematic development, and orchestral textures. In its later variations, the work becomes more virtuosic, showing Coleridge-Taylor's technical brilliance and his ability to create musical contrasts. By the time the piece reaches its conclusion, the theme has been transformed beyond recognition, making for a dramatic and stirring return to the opening air.

Program notes written by Kathy Boster
Edited by Eva Langfeldt

Competition for Young Musicians Winners

Ariel Pawlik-Zwiebel—Violin



Ariel Pawlik-Zwiebel, age 17, is a senior at Campolindo High School in Moraga and studies violin with Eugene Chukhlov.

Ariel performs regularly as a soloist and recitalist and recently played public concerts with his father, pianist Markus Pawlik, in Phoenix, San Rafael, Pleasanton, Walnut Creek, and other cities. This past August, they performed in a co-production of the San Francisco International Piano Festival with Noontime Concerts at Old St. Mary's Cathedral in San Francisco, and they look forward to touring Europe this upcoming summer. Ariel performed solo works recently with the Contra Costa Performing Arts Society, the Junior Bach Festival, and at the Peninsula Holocaust Memorial Commemoration and will also be performing as a soloist with the Young People's Symphony Orchestra (YPSO) and the Prometheus Symphony Orchestra this season.

As a chamber musician, Ariel plays with the Young Chamber Musicians program in Kohl Mansion. He has attended the Bowdoin International Music Festival twice and participated in the YPSO Chamber program. Ariel toured Japan as concertmaster of YPSO this past summer and was the concertmaster of the Festival Orchestra at the Bay Area Youth Orchestra Festival (BAYOF) in January 2024.

He has won numerous top prizes, including, among others, competitions of the Berkeley Etude Club, Pacific Musical Society, US Open, DVC-HNU Strings, and the Silicon Valley Philharmonic, and was a laureate of the International Grumiaux Competition in Belgium.

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Olivia Luan—Piano



Olivia Luan, a talented 15-year-old musician who attends Amador Valley High School in Pleasanton, began her musical journey at the age of 4 and currently studies under Markus Pawlik. She has distinguished herself in numerous competitions, winning Second Prize at the 2024 United States Open Music Competition Showcase Piano Solo; First Prize at the 2024 US International Open Music Competition; and First Prize at the 2023 Crescendo International Music Competition, where she performed at Carnegie Hall. Olivia's achievements also include the Silver Award at the 2021 International Young Artists Competition and Second Prizes in the International Great Composers Competitions for Best Mendelssohn Performance, Best Beethoven Performance, and Masters of Piano Concerto.

In addition to her piano accomplishments, Olivia is passionate about biology, dance, and the string bass. She plays in her school's wind ensemble and was selected as the principal bass for the 2023 California Junior High School All-State String Orchestra.

Cantabella Children's Chorus

After performing with the symphony in Ram Tori Maya this evening, the award-winning Cantabella Children's Chorus Honors Choir will perform in the lobby during intermission. The choir will be directed by Bailey Sako, with piano accompaniment by Joshua Hart. Singing tonight are Natalia Bharaj, Amy Chen, Clarissa Huber, Madeline Katreeb, Helen Li, Ena Lim, Isha Matlapudi, Talia McKenzie, Diya Mitragotri, Adithi Mukesh, Taylor Rush, Justine Stokes, Spriha Trivedi, Riya Upadhyaya, and Rohini Vrajmohan. Learn more at **www.cantabella.org**.

Music Director Lara Webber



Lara Webber is dedicated to inspiring audiences and community engagement through the power of symphonic music. She has been praised by fellow musicians for her musical depth, genuine expression, strong personal vision, and collaborative spirit. Now in her eleventh season as music director and conductor of LAS, she has brought music to Tri-Valley elementary schools, coached chamber musicians, and advocated for the arts.

Webber holds degrees in music from Oberlin and USC and has held the positions of both assistant and associate conductor of the symphony orchestras of Baltimore and Charleston and music director of the Charleston Symphony Orchestra Chorus. She is music director of the Palo Alto Philharmonic. Her guest-conducting activities have included multiple performances with the symphonies of Houston, Pittsburgh, Santa Barbara, and Modesto, among others. She has served as cover conductor for the San Francisco Symphony and the National Symphony Orchestra and was a conductor of the Emmy-nominated Disney's Young Musicians Symphony Orchestra. Her operatic associations include posts as assistant conductor at Glimmerglass Opera and conductor of the Baltimore Opera Studio.

CHEF

Special Donation Match a Success!

LAS was one of the organizations selected in late 2024 for a matching gift possibility as part of the Giving Tuesday campaign of the Community Health and Education Foundation, CHEF. Between December 3 and December 10, 2024, Livermore-Amador Symphony supporters donated $10,000 to LAS through CHEF. In turn, with the addition of $5K in matching funds, CHEF sent a check for $15,000 to LAS!

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(Corrections or questions? Please contact Judy Eckart, judy@justjudy.com)

The Livermore-Amador Symphony Association and Guild gratefully acknowledge donations received since February 2024 from the following.

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Members of the A.P. Barnes Society bequeathed donations to the symphony or have included the symphony in their estate plans. For information, please contact LAS Association President Tim Barry, president@livermoreamadorsymphony.org.

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The Livermore-Amador Symphony Association and Livermore-Amador Symphony Guild gratefully acknowledge funding support from:

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Youth Orchestra Registration Is Open



LASYO, the Livermore-Amador Symphony Youth Orchestra, is a summer orchestra open to musicians ages 11 (or in 6th grade) through 21. High school graduates (by first rehearsal) and above are welcome at no tuition. Don Adkins returns as music director this year. Auditions are on May 3 and 10 in Livermore; rehearsals are on Tuesdays and Thursdays from 7 to 9:30 p.m. from June 17 through July 22 (no rehearsal on July 24), with a dress rehearsal on Friday July 25 from 7 to 9 p.m. A free public concert on the evening of Saturday July 26 will begin at 7 p.m. at First Presbyterian Church Livermore.

Go to www.livermoreamadorsymphony.org/lasyo.html for a link to the registration form, which is due by April 26. **All registration forms are to be mailed to Betsy Hausburg, 526 Maple St., Livermore CA 94550, with a $40 registration fee.** Questions? Please contact Betsy Hausburg, the LASYO program coordinator, at vdt.director@gmail.com.



Sipping for the Symphony: March 28 at Cuda Ridge

Mark your calendar for Friday March 28 from 5 to 7 p.m., when the Symphony Guild will hold another Sipping for the Symphony event at Cuda Ridge Wines, 2400 Arroyo Road in Livermore. The Guild will dish up appetizers, gift basket drawings, live music from The Jammies (yay!), and a beautiful, sunset venue overlooking the vineyards. This event is especially for orchestra, Guild, and Association members but is open to the public. Drop by, and bring along a friend or two! You will not want to miss this gentle early-evening welcome to our Livermore spring.



Next Concert: Romantic Masterpieces, April 12

Inside the Music, 7–7:15 p.m.; concert at 7:30 p.m.

Violin virtuoso Elizabeth Pitcairn returns to Livermore to perform Pyotr Ilyich Tchaikovsky's thrilling violin concerto, playing her legendary 1720 Red Mendelssohn Stradivarius. The concert concludes with one of the most deeply spiritual and exciting symphonies of the Romantic era, César Franck's Symphony in D minor. Join us for an evening loaded with virtuosity and beautiful familiar melodies.

Livermore-Amador Symphony is a member of the Livermore Cultural Arts Council and a resident company of the Bankhead Theater. LVPAC is a sponsor of this event.

Live at The Bankhead

www.livermoreamadorsymphony.org

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Symphony Notes

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LIVERMORE-AMADOR SYMPHONY

Lara Webber, Music Director & Conductor

Presents

Romantic Masterpieces

Saturday, April 12, 2025, at 7:30 p.m.

Featuring Virtuoso Violinist Elizabeth Pitcairn
performing on her legendary 1720 Red Mendelssohn Stradivarius

Lara Webber, Conductor

7-7:15 *Inside the Music* preconcert talk by Lara Webber.

BANKHEAD THEATER, 2400 First Street, Livermore
Livermore Valley Performing Arts Center

Polonaise from *Eugene Onegin*	**Pyotr Ilyich Tchaikovsky**
Violin Concerto	**Pyotr Ilyich Tchaikovsky**
Elizabeth Pitcairn, soloist	
Symphony in D Minor	**César Franck**

Jim Hurley's *Open Strings World Music Middle School Student Ensemble*
will perform in the lobby at intermission.

The audience and performers are invited to enjoy a post-concert reception
in the lobby hosted by the Livermore-Amador Symphony Guild.

Tickets: https://livermoreamadorsymphony.org/tickets.html;
Bankhead ticket office at 2400 First St., Livermore; or 925-373-6800.
Youth under age 22 are always FREE.

The Livermore-Amador Symphony is a Resident Company of the Bankhead Theater
and a member of the Livermore Cultural Arts Council (LCAC).

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APRIL 12 CONCERT
ELIZABETH PITCAIRN, SOLOIST
TCHAIKOVSKY'S VIOLIN CONCERTO



(photo: Joy Strotz)

Violin virtuoso Elizabeth Pitcairn performed with LAS at its May 2015 Bankhead concert. The Symphony is very pleased to welcome her back to Livermore! Pitcairn has earned a reputation as one of America's most beloved soloists. She appeared as soloist with the Philadelphia Orchestra at the Academy of Music and in 2000 gave her New York debut at Alice Tully Hall with the New York String Orchestra. She has since performed at Carnegie Hall, Walt Disney Concert Hall, the Fisher Center, and the Kimmel Center. Passionate about youth and education, she serves as President and Artistic Director of the Luzerne Music Center in upstate New York, which provides training for gifted young musicians ages 9 to 18.

Born in 1973 in Bucks County, Pennsylvania, to a closely knit musical family (her mother is a Juilliard-trained cellist), Pitcairn began playing the violin at age 3 and made her orchestral debut at 14. Her path led her to Los Angeles to study with preeminent violin professor Robert Lipsett at the University of Southern California. Her former teachers include Julian Meyer, Sylvia Ahramjian, Jascha Brodsky and Shmuel Ashkenasi. She is a former faculty member of USC and the Colburn School and an alumna of the Marlboro Music Festival, Temple University's Center for Gifted Young Musicians, the Meadowmount School, the Encore School for Strings, and the National Repertory Orchestra. She is the former concertmaster of Southern California's New West Symphony under the direction of Boris Brott.

The artist performs with one of the world's most legendary instruments, the Red Mendelssohn Stradivarius of 1720, said to have inspired the Academy Award–winning film *The Red Violin*. Pitcairn is featured on the 10th Anniversary edition of *The Red Violin* DVD in a special feature called "The Auction Block." Named the Red Stradivarius violin while in the possession of Joseph Joachim, it was a gift from her grandfather in 1990 at Christie's auction house in London.

Pitcairn believes strongly in philanthropy and is a frequent performer for such charitable events as the American Cancer Society, the Breast Cancer Research Foundation, the Helping Hands and Hearts Foundation, and the Nakashima Foundation for Peace. Her favorite activities are skiing, tennis, horseback riding, and wine tasting.

Music Director Lara Webber and the Livermore-Amador Symphony are thrilled to perform Tchaikovsky's beautiful Violin Concerto with Elizabeth Pitcairn on April 12!

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LIVERMORE AMADOR SYMPHONY

Romantic Expressions

Saturday, April 12
Concert begins at 7:30 p.m.
***Inside the Music:* 7-7:15**
Bankhead Theater Livermore



Concert Notes from Lara Webber Music Director and Conductor

The concert opens with a piece that feels like popping the cork on a great bottle of champagne, the Tchaikovsky polonaise from his opera, *Eugene Onegin*. It is an exciting invitation to focus our attention on what comes next: Tchaikovsky's remarkable violin concerto. I'm particularly excited about this performance, because not only is Elizabeth Pitcairn one of the most remarkable violinists performing today, she's also a good friend. In this performance, she and I are revisiting this concerto together for the first time in a quarter century. (We performed it together when we were students at the University of Southern California.) Elizabeth has a particularly rich and detailed interpretation of this exciting concerto, and of course, she plays a remarkable instrument that carries much of music history in its DNA. The centuries-old Red Mendelssohn Stradivarius is an instrument like no other, and it truly sings in Elizabeth's sensitive and expert hands.

The concert closes with one of the Romantic era's most inspired symphonic works, and the only symphony composed by Belgian-born French composer, César Franck. The symphony is deeply, personally expressive. It is cyclical, meaning everything stems from the first theme you hear, and all the primary themes are interwoven and related to one another and return at the end of the symphony in a blaze of glory. The middle movement is perhaps one of the most poignant, lyrical songs you've ever heard, beautifully sung out by the English horn and accompanied by harp and pizzicato (plucked) strings. It builds into one of the most satisfying symphonic experiences you can imagine.

This will be a blockbuster concert, presented with a personal touch.
We look forward to seeing you at the Bankhead on April 12!

Lara Webber

***Annual LAS Concert School Outreach Assemblies*:** The symphony will present school concert assemblies at two Livermore elementary schools on April 17. The program includes the February 14 Bankhead concert's collaborative project of Reena Esmail's "Ram Tori Maya" with Cantabella singers and Hindustani dancers, along with storytelling music from a variety of different composers. Members of the LAS Guild will host a luncheon for the performers between the morning and afternoon assemblies. LAS player and LASA Education Youth Outreach chair, Stacy Hughes, worked with school staff to make the arrangements.

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A Message from LAS GUILD PRESIDENT PJ Wells



Our February concert, *Expressions of Youth*, included a high-energy, vivacious, multitude of young singers, dancers, and musicians—capped off with a sugar high from the wine and chocolate pairing at the lobby reception afterwards! Hopefully, all that lively action boosted everyone's spirit. We needed a change of pace, and I think it delivered—in special foil wrappers too. Now it's spring and we are literally Marching On … .

The April concert is in full ramp-up mode and what a ramp we have: it looks like a ski jump from my perch. As we all prepare for Elizabeth Pitcairn and her Red Violin, a private, evening soiree on Friday April 11 has been added to the calendar—Ms. Pitcairn is performing in a local vineyard home and tickets are selling fast. (See LAS website homepage for details.) The Guild is giddy at the prospect of presenting this world-class talent in a stunning Livermore venue. It is the perfect complement to the Bankhead Theater concert performance on Saturday April 12 with our full orchestra. We are extremely lucky to have the bench strength of Lara Webber attracting this level of talent to our community.

We are marching into another spring *Sipping for the Symphony* fundraising event as well: March 28 from 5–7pm, at Cuda Ridge Winery, 2400 Arroyo Road in Livermore. Hit the "easy button" on Friday afternoon—take a short drive out to their large parking lot, purchase a wine-tasting (the winery splits that fee with us), then enjoy their patio while *The Jammies* play in the background. It is a great way to wind down on a Friday night, the snacks and music are complementary, and you could purchase tickets for a chance to win a gift basket. You just might leave a winner of new treasures, meet a new chum, introduce yourself to a new wine, or take home a memory of the lovely valley we enjoy so much.

Looking for something absolutely free, no strings attached? Stop by the Livermore Bothwell Arts Center April 24 for the April version of January Gems. There'll be a brief Guild business meeting followed by a recital and reception. Meeting starts at 6:30pm, and the recital at 7:00. We have at least 4 LAS Youth Competition runners-up eager to perform, and afterwards, munch on desserts, mingle with the audience, and share their ambitions. There may be strings during the performance, but no strings/no charge to you, just great entertainment!

Finally, on Saturday, May 10, our LAS Symphony and Guild join the Heritage Guild (those dedicated folks tending Livermore's landmark buildings) to present the *Harmony & Historic Home Tour*. Tickets are selling now (see LAS website https://livermoreamadorsymphony.org). This self-paced walking/driving tour is an equal partnership—the Heritage Guild provides the homes, and groups of volunteer LAS musicians provide musical interludes in the homes. Other musicians may join them as well—the more, the merrier. This should be a delightful Saturday on Mother's Day weekend. Buy a ticket for Mom and become her favorite!

We are marching on — let's go out and play!

PJ Wells
2024-2025 President
Livermore-Amador Symphony Guild

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A Message from LASA PRESIDENT TIM BARRY



Happy spring, my fellow Symphony lovers! We had such a wonderful time at the February 15 concert, and the performance by our musicians and the young singers and dancers was inspiring! Many thanks to Cantabella for providing the young people who did everyone proud! The delicious chocolates with our cookies and beverages at the after-show reception were a delightful celebration of Valentine's Day as well! Thank you, LAS Guild!

Our Guild is embarking upon the busiest spring in memory with fundraising events, support of our upcoming concerts, and supporting the youth concerts at two elementary schools in Livermore! Help us spread the word about these events you'll see elsewhere in this newsletter! The March 28 *Sipping for the Symphony* at Cuda Ridge Winery will again feature my own *Jammies* instrumental music group who have been asked for an encore performance for this event. Bring friends and family to this enjoyable afternoon of wine, silent auction, music, food, and fun! I also especially want to invite you to attend the May 10 Harmony & Historic Home Tour fundraiser, a partnership between our Symphony Guild and the Livermore Heritage Guild. Many thanks to the musicians who have answered our call to play music at one of the homes on this tour. This will add much atmosphere to the event and fulfill the partnership. Tell all your neighbors and friends and look in this newsletter and on the LAS website for more information and to buy tickets.

The fabulous Elizabeth Pitcairn returns to LAS after 10 years, to solo at our April 12 concert with her magical Red Violin. Tickets will go fast for this concert as well as for the elegant limited-seating soirée where she will perform on April 11 at a private location in the Livermore Valley vineyards. Look for ticket information on our website and help us spread the word. Thanks for all you do for our Symphony and we'll see you soon at these events!

Looking forward to an exciting month of Symphony activities with you in April!

Musically yours,
Tim Barry
President
Livermore-Amador Symphony Association

LIVERMORE AMADOR SYMPHONY

APRIL 12 CONCERT TICKETS

Don't miss Elizabeth Pitcairn and this beautiful music!

https://livermoreamadorsymphony.org/tickets.html; 925-373-6800; or Bankhead ticket office, 2400 First St., Livermore. Adult tickets: $30, $37, $44. *All are good seats!* Youth under age 22 are FREE, but need a ticket.



Livermore-Amador Symphony Annual Association Meeting
Tuesday, April 22, 2025, 7-7:20 p.m., Music Room
East Avenue MS, Livermore

LAS Association members—volunteer LAS players, adult season ticket subscribers, Guild members, and donors of $50 or more—are eligible to vote in this board election.

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EXHIBIT A EXHIBIT C

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Guild Annual Spring Meeting

Thursday April 24, 6:30 p.m.

Bothwell Arts Center

2466 8th St., Livermore

The evening begins with a short business meeting. Immediately following, attendees will be treated to a recital by several contestants from the Symphony's Competition for Young Musicians. Afterwards all are invited to stay for refreshments and conversation!

Election Slate

The Guild 2024–2025 Nominating Committee,
Judy Eckart, chair; Carol Beck, Joyce Brown, Sandra Hodzic, and Beth Wilson,

Is pleased to present the following slate of officers and nominating committee members for election at this meeting:

PJ Wells, President
Linda Miller, Vice President
Sally Swanson, Recording Secretary
Judy McMurry, Treasurer
Nominating Committee Members:
Joyce Brown
Michelle Rosenberg

If elected, all begin their terms on July 1, 2025.

Note that the committee has renominated the current Guild officers. The consistently fine work of these officers on behalf of the Symphony Guild has earned our strong support!

Officers are elected to one-year terms; nominating committee members are elected to two-year terms. The nominating committee comprises 4 elected members serving two-year terms (however, Joyce Brown was appointed this season to complete the 2023–2025 term of the late Lou Anne Martin) plus a chair; the chair is appointed to a one-year term by the Guild Board.



Guild Estate Sales

The new year started off with a big bang for the Livermore-Amador Symphony Guild Estate Sale volunteers!

We had another wonderful sale in February and made close to $9,000 for the symphony. We were fortunate to have a home where the owners had traveled the world and the items for sale proved it. Masks from South America, Pre-Columbian whistles, carvings from Denmark, boomerangs from Australia and more. As usual we had outstanding help from our volunteers. We can't do these sales without our village! Thanks again to all the ladies and gentlemen who worked so hard. They include ***Patti Fredericks*** (my right and left hand), ***Joyce Brown, Bob Canning, Patty Canning, Adela Cook, Joan Dickinson, Marcia Elchesen, Janet Gabrielson, Darlene Jefferies, Mary Jestice, Mary Ann Johnston, Bill Leach, Ron McKenzie, Judy McMurry, Linda Miller, Barbara Morrison, Maria Pomares, PJ Wells, Sarah Wharton, and Beth Wilson.***

Please contact me if you or someone you know is interested in a sale. All the Guild's share of the proceeds goes to the Symphony.

Nancy McKenzie, Estate Sales Chair
livermoreamadorsymphony.org/estatesales.

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Annual Guild Luncheon
and Introduction of 2025–2026 Officers

Come & socialize with your fellow Guild members!
There will also be fine musical entertainment.
Guests are welcome too!

Thursday, May 22, 2025, 12 noon
Beeb's Sports Bar & Grill at Las Positas Golf Course
915 Clubhouse Dr., Livermore

No pre-order required—Order & pay at the counter.

You may also renew your Guild
2025-2026 Season membership!
Watch for a reminder email or a phone call.

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LIVERMORE-AMADOR SYMPHONY and GUILD CALENDAR 2024–2025

Livermore-Amador Symphony Concert
Romantic Masterpieces
Saturday, April 12, 2025, 7:30 p.m. (Inside the Music, 7–7:15)
Bankhead Theater, Livermore
Featuring virtuoso violin soloist, Elizabeth Pitcairn
performing on her legendary 1720 Red Mendelssohn Stradivarius

Friday, March 28, 2025, 5:00–7:00 p.m.
Guild Sponsored Event: Sipping for the Symphony **(See pp. 4 and 5)**
Cuda Ridge Wines, 2400 Arroyo Road, Livermore

Friday April 11, 6:00 p.m.
Red Violin Soirée–Sunset Recital with Elizabeth Pitcairn
https://livermoreamadorsymphony.org/guild.html (See pp. 4 and 5)

Tuesday, April 22, 2025, 7:00–7:20 p.m. (at LAS rehearsal)
Association Annual Meeting–Board member election **(See p. 5)**
East Avenue Middle School Music Room, 3951 East Ave., Livermore

Thursday, April 24, 2025, 6:30 p.m. (Note time change.)
Guild Spring Business Meeting–Election of Officers **(See pp. 4 and 6)**
7:00 Recital by selected runners-up from Competition for Young Musicians
Bothwell Arts Center, 2466 8th St. (8th & H Streets), Livermore

Saturday, May 10, 2025, 11:00 a.m.–4:00 p.m.
Guild Sponsored Event: Harmony & Historic Home Tour **(See pp. 4 and 5)**

Thursday, May 22, 2025, 12:00 noon
Guild Spring Luncheon with introduction of 2025–2026 Guild Officers **(See p. 6)**
Beeb's Restaurant, 915 Clubhouse Dr., Livermore

Saturday, May 31, 2025, 7:30 p.m. (Inside the Music, 7–7:15)
Livermore-Amador Symphony Concert:
Celestial Sounds, featuring Heidi Moss Erickson, soprano
Bankhead Theater, Livermore

Symphony Notes is published four times a year for members of the Livermore-Amador Symphony Association, Orchestra, and Guild. Symphony Association President: Tim Barry; Guild President: PJ Wells; Editor: Marcia Elchesen. [redacted]
Website: www.livermoreamadorsymphony.org Facebook: https://www.facebook.com/LivAmSymph/.

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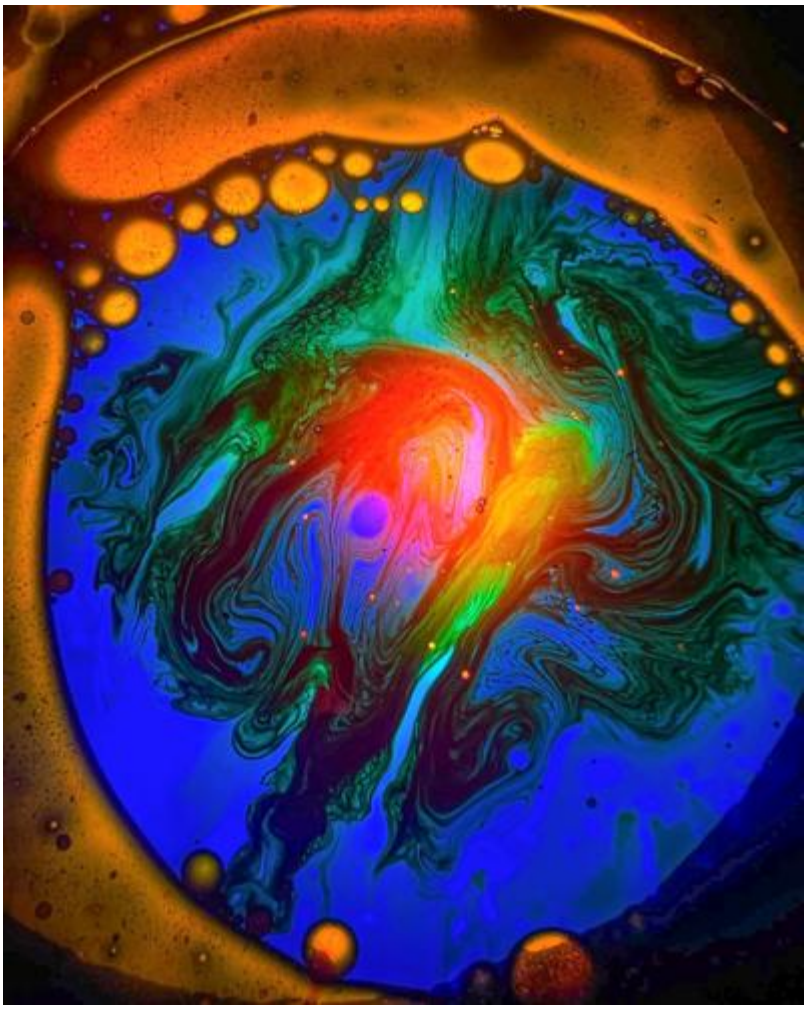
EXHIBIT A

EXHIBIT C

https://www.independentnews.com/community/symphony-will-perform-star-wars-themes-in-celestial-sounds-concert/article_3bc04416-a9b1-4bf3-9686-9aba4bcc1a3a.html

Symphony Will Perform 'Star Wars' Themes in 'Celestial Sounds' Concert

May 29, 2025



The "Celestial Sounds" concert at the Bankhead on May 31 will include a liquid light show by The Mad Alchemist (Photo courtesy of Livermore Amador Symphony)

The Livermore-Amador Symphony, conducted by Lara Webber, will perform the complete, 24-minute "Star Wars" suite compos

Bankhead Theater on Saturday, I

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EXHIBIT C

The suite includes the main theme from the "Star Wars" saga, "Princess Leia's Theme," "The Imperial March" and "Yoda's Theme."

"This concert marks the first time (the symphony) will perform the complete 'Star Wars' suite by the great John Williams," Webber said. "This iconic music is also some of his most expressive and beautiful. There are few melodies out there more emotionally rich than those associated with the characters of Princess Leia and Yoda, or more powerful than Darth Vader's 'Imperial March'."

The symphony will also perform three movements from British composer Gustav Holst's orchestral suite, "The Planets," including movements named for Mars, "the bringer of war," Venus, "the bringer of peace," and Jupiter, "the bringer of joy," which Williams has said provided inspiration for his soaring Star Wars themes.

The concert will begin with "Sunrise," the opening fanfare from German composer Richard Strauss' "Also sprach Zarathustra," which was popularized in Stanley Kubrick's 1968 science fiction film, "2001: A Space Odyssey."

The program will also include "Clair de Lune" by Claude Debussy and "Aux etoiles" by Henri Duparc, both French composers.

San Francisco-based Mad Alchemy will set the stage with an immersive liquid light show during the concert, which begins at 7:30 p.m.

Webber will give a pre-concert "Inside the Music" talk at 7:15 p.m.

During intermission, concertgoers will have an opportunity to talk about the cosmos with scientists from Las Positas College and the Quest Science Center. The Tri-Valley Stargazers Astronomy Club will also have telescopes set up in the courtyard during intermission and after the concert.

The Livermore-Amador Symphony Guild will host a wine and sparkling cider reception in the Bankhead lobby following the concert.

Tickets start at $30 and are available online at livermorearts.org, the Bankhead Theater box office at 2400 First St., or by calling 925-373-6800. Youths and adults 21 and younger are free with a paid admission.

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EXHIBIT A

EXHIBIT C

'Celestial Sounds' Concert Lights Up the Bankhead

Jun 15, 2025



The Livermore-Amador Symphony performed the complete, 24-minute “Star Wars” suite composed by John Williams as part of its “Celestial Sounds” concert in conjunction with an elaborate light show at the Bankhead Theater in Livermore on May 31. (Photos – Leah Silveira)

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EXHIBIT A

EXHIBIT C

https://www.independentnews.com/community/musicians-will-give-solo-performances-during-expressions-of-youth-concert/article_dc107ca2-e40a-11ef-a83b-47fbc5de3c8e.html

Musicians Will Give Solo Performances During “Expressions of Youth” Concert

Feb 7, 2025





Ariel Pawlik-Zwiebel will perform Sibelius’s Violin Concerto, 1st movement. Olivia Luan will perform Grieg’s Piano Concerto in A Minor, 1st movement. (Photos courtesy of Livermore-Amador Symphony)

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EXHIBIT C

The winners of the Livermore-Amador Symphony's annual Competition for Young Musicians, Ariel Pawlik-Zwiebel and Olivia Luan, will be featured solo performers during the symphony's "Expressions of Youth" concert at the Bankhead Theater on Saturday, Feb. 15.

Pawlik-Zwiebel, 17, will perform Sibelius's Violin Concerto, 1st movement, while Luan, 14, will perform Grieg's Piano Concerto in A Minor, 1st movement.

The Cantabella Children's Chorus will also join the symphony for a performance of "Ram Tori Maya" by Indian American composer Reena Esmail, currently the Los Angeles Master Chorale's Swan Family Artist in Residence. The performance will be accompanied on stage by local Hindustani singers and dancers.

Symphony conductor Laura Webber will give a 15-minute "Inside the Music" talk prior to the start of the concert at 7:30 p.m. The Cantabella Children's Chorus will also perform in the lobby during intermission.

There will be a complementary reception following the concert with chocolate and Livermore wine pairings.

Tickets start at $30 and are available online at livermorearts.org. Theatergoers 21 and under are free.

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance
Grantee shall maintain limits no less than:

Commercial General Liability, including operations, products and completed operations, as applicable: **$1,000,000/$2,000,000** aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Deductibles and Self-Insured Retention
All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions
The general liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Grantee's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy,

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including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.

4. The Grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550.

Verification of Coverage

Grantee shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

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AGREEMENT BETWEEN CITY OF LIVERMORE AND LIVERMORE ART ASSOCIATION FOR FISCAL YEAR 2025-26 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2025, between the City of Livermore, a municipal corporation ("City"), and Livermore Art Association, a California non-profit Corporation ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to hold the 2026 Spring Arts Program ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions

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imposed by the 2008 Art in Public Places Program Policy and Procedures Manual, Cultural Arts Master Plan, and herein. The Project will include the following activities eligible under the Project and Program Grant Program: Spring Art Show and Essential Figures Show.

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* To help members show and grow through a range of educational and exhibition opportunities, and to make the arts accessible to members and the public ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $9,000 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $9,000.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report has been filed. The Project & Program subcommittee of the Commission for the Arts has sole discretion to decide whether each of these milestones has been reached.

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IV. NOTICES

Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

City: City of Livermore
Attn: Allen McFarland, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: Livermore Art Association
Attn: Christine Watters
PO Box 216
Livermore, CA 94551

V. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state, and local laws, statutes, rules, and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney's and expert fees and/or court costs, arising out of the performance of the Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract in the

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amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Project. Upon reasonable written notice, Grantee shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies, or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement. If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days after the date the notice is sent, City may exercise any of the remedies available under law and equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise

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found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

   a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

   b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

   c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

2. *Retention*: Grantee shall retain all records pertinent to expenditures incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates

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that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with respect to conflicts of interest, and covenants that it presently has no financial interest, and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who

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exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. WAIVER

City's failure to act with respect to a breach by Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

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This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between City and Grantee with respect to this Agreement.

XI. BINDING EFFECT

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. COUNTERPARTS

This Agreement may be executed in counterparts by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

****

SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

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IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

Livermore Art Association
501(c)3 Non-Profit Corporation
"Grantee"

Signed by:
By: Christine Watters _____ **Dated:** 11/6/2025 | 10:45 AM PST
2D1DBAE7A7324A8...
Christine Watters
President

CITY OF LIVERMORE
a Municipal Corporation
"City"

By: _____ **Dated**: _____
Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales
12B5892BAF3C471...
Initial
JF
Deputy/Assistant/Senior Assistant/City Attorney

Attachments:
Exhibit A - Application for Project and Program Grant from the City of Livermore
Exhibit B - Insurance Requirements

Docusign Envelope ID: 12E1AFA2-3E35-4052-B334-AF91DAA565F5

Livermore Art Association
[redacted]

August 29, 2025

The City of Livermore Public Library
Staff Liaison for the Commission for the Arts
1052 S. Livermore Avenue,
Livermore, CA 94550

Re: Livermore Commission for the Arts Project/Program Grant Application

This proposal requests $9,000 in support of the Livermore Art Association's Spring Arts Program, which consists of two major spring exhibitions that make a significant contribution to the visual arts in Livermore. For 2026, we are implementing several improvements based on participant and community feedback, including an additional setup day, adding exhibit opening time, expanded publicity, increased judge honoraria, and the addition of an artist education/networking activity.

The City Arts Commission grant is vital to achieving break-even financing. It remains an essential component that enables the Spring Arts Program to occur annually while keeping participation affordable for artists. The Spring Art Show, now in its 60+ year history, is our largest and most established event. The Essential Figure Show, entering its 17th year in 2026, is a highly regarded figurative exhibition showcasing artists working in a wide range of media.

Our shows directly support local artists, businesses, and organizations. Both events are held at the Bothwell Arts Center, with services sourced from local businesses and live entertainment provided by local musicians. We value our ongoing collaboration with the City of Livermore Commission for the Arts, which each year sends judges to award special city prizes at the Spring Art Show. We also participate in the city kiosk and banner programs and advertise in the local newspaper, *The Independent*.

The Spring Arts Program is open to all visual artists, and free to the public. Each year, we also extend support to the Veterans Hospital art program, local students, and community artists, ensuring the program continues to enrich Livermore's cultural life.

Kind regards,

Christine Watters
President, Livermore Art Association,
Part of Livermore's art community since 1957.

info@livermoreart.org • www.livermoreartassociation.org • FB: @livermoreartassociation • IG: @livermore_art_assoc

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LIVERMORE
CALIFORNIA

Project & Program Grant

City of Livermore
Office of Innovation & Economic Development
Commission for the Arts

Application Form, Instructions, and Checklist

Applications are due on March 1 and September 1 each year

Completed grant applications must be:

- Delivered (in person or by commercial service such as FedEx, UPS, etc.) to the Office of Innovation & Economic Development c/o Commission for the Arts by 5 p.m. on March 1 and September 1, or
- Sent First Class or Priority Mail by the US Postal Service to be received at the City no later than March 1 and September 1.

Send or deliver applications to:

City of Livermore
Office of Innovation & Economic Development
Staff Liaison for the Commission for the Arts
1052 S. Livermore Avenue
Livermore, CA 94550

This packet contains the Application Checklist and instructions for completing the application.

Docusign Envelope ID: 12E1AFA2-3E35-4052-B334-AF91DAA565F5

Applicant Name: Livermore Art Association

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

- [x] 1. Application Checklist (this page).
- [x] 2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?
- [x] 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.
- [x] 4. If you are an organization, submit a list of current officers and Board members with their term of office.
- [x] 5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.
- [x] 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.
- [x] 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.
- [x] 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.
- [x] 9. Resumes/biographies of key project individuals, generally one page each.
- [x] 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.
- [x] 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)
- [x] 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.
2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.
3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

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Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Authorized Officer's Signature

28 AUG 2025
Date

Christine Watters
Print Name of Officer signing this form

President
Title of Officer signing this form

- or -

If applicant is an individual artist:

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Artists Signature

Date

Print name of Artist signing this form

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Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or September 1

Submission Date: August 29, 2025

Amount of Grant Request: $ 9000 Total Project Budget: $ 21400

Applicant/Organization: Livermore Art Association

Applicant/Organization's Address: [redacted]

Applicant/Organization's Web site: www.livermoreartassociation.org

Preparer's Name and Title: Christine Watters

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): [redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Visual Arts

Briefly describe the project or program for which support is requested:

The Spring Arts Program is comprised of two significant art shows:
Spring Art Show and Essential Figure Show.

Number of people intended to reach: Audience: 1000 Participants: 150

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: March 2026
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: April 2026

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Application Form - Project & Program Grants

If needed, please use additional paper for this section.

1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

   See additional pages.

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

   See additional pages.

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

   See additional pages.

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

   See additional pages.

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.

   See additional pages.

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Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$ 7400	Artist Entry Fee:
Tuition/Workshop fees	$	
Other:	$ 4500	Artwork Sales
Subtotal: Earned Revenue	$ 11900	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$ 500	$	$
Grants *(Foundations/Government other than City)*	$	$	$
City of Livermore *(other than this grant request)*	$	$	$
Other:	$	$	$
Subtotal: Contributed Income	$ 500	$	$

Project & Program Grant Amount Requested	$ 9000
Total Project Support (Revenue + Income + Grant)	$ 21400

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	**Amount**	**Notes**
Artistic	$	
Production	$	
Administrative	$	
Other: *(describe in Notes)*	$	
Subtotal: Personnel	$	

General	**Amount**	**Notes**
Venue Rental	$ 5260	Bothwell rooms
Materials and Supplies	$ 1900	
Marketing and Promotion	$ 2300	
Transportation	$	
Insurance	$ 600	
Other: *(describe in Notes)*	$ 11340	
Subtotal: General	$	

Total Project Expenses (Personnel + General)	$ 21400
Project Surplus (Loss) *(Total Support minus Total Expense)*	$ 0

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

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Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
Entry Fees	Artist entry fees set for each show.	$ 7400
Sale of Artwork	Sale of show artwork and gift shop/table artwork	$ 4500
		$
		$
		$
		$

Requested Grant Amount: $ 9000

Cash Match Amount: $ 11900

In-kind Match Amount: $ 0

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Checklist #2. Start Dates:

Does the event (s) related to this project begin at least two (2) months after the application deadline?

Yes. We meet the criteria.

The *Spring Art Program* has two major dates. Exact dates may vary slightly depending on venue availability.

- The Essential Figure Show is scheduled for March 20-22, 2026
- The Spring Art Show is scheduled for April 17-19, 2026.

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Checklist #3. Organizational Summary.

Signed by the organization's Executive Director, Managing Director, President, Board Chair, or other authorized officer of the organization.

The Livermore Art Association is a non-profit organization formed on May 4, 1957. It currently has 185 members. We are deeply concerned with promoting an interest and understanding of art and crafts by the public. We encourage the growth and development of the creative talents of our members. Our shows are open to all. The involvement of our artists and crafts members provides stimulation and growth of the arts and artists in Livermore and our shows also attract visitors to Livermore.

C. Watters

Christine Watters
President, Livermore Art Association

Date: 28 AUG 2025

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CHECKLIST # 4 List of Current Officers

Officers:

All are one-year terms.

- President & LCAC Liaison - Christine Watters
- Vice President – Clark Streeter
- Secretary – Stephanie Sylvester
- Treasurer – Heather Dever

Board Chairs:

All are one-year terms.

- Liaison of Shows – Craig Varden
- Membership - Georgia Jacobs
- Hospitality – Joann Douk
- Publicity – Assal Triolo
- Property - Richard Finn
- Programs – Jean Batchelder
- Workshops – Jessical Copeman
- Gallery Director - Peggy Kervin

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CHECKLIST #5. 501(c)(3) Determination Letter

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EXHIBIT D

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: [redacted]
May 27, 2022
[redacted]

LIVERMORE ART ASSOCIATION
[redacted]

031550

Employer ID number: [redacted]
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated May 18, 2022, about your tax-exempt status.

We issued you a determination letter in September 1972, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific

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May 27, 2022 [redacted]

[redacted]

LIVERMORE ART ASSOCIATION

[redacted]

time).

Thank you for your cooperation.

Sincerely yours,

Warren R Burton

Warren R. Burton, Operations Mgr
Accounts Management Operations 1

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CHECKLIST # 6 Application Form (additional pages)

(6)1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

The Livermore Art Association (LAA), founded in 1957, is a 501(c)(3) non-profit organization dedicated to promoting public interest in the fine arts and crafts, while supporting the artistic development of our members. Membership is open to anyone with an interest in the field of arts and crafts – artists, supporters, and patrons are all welcome.

LAA programming is designed to help members "show and grow" through a range of educational and exhibition opportunities. Many of these activities are also open to the public:

- Monthly general meetings featuring presentations by accomplished artists sharing their expertise.
- Workshops focused on developing specific skills and techniques.
- ArtTalks offering peer-to-peer discussions for artistic exchange and feedback.
- Exhibition opportunities, including annual art shows including the Spring Art Program (EFS, SAS), Paint Livermore, Art in the Park, and LAA Member Show at the Livermore Public Library, and Livermore Reads Art Show.
- Sales opportunities through group booths at Artwalk, Livermore Downtown Inc Holiday Market, and TVAST (studio tour).
- Online visibility, with member pages on the LAA website to showcase work.
- Member solo exhibits at the Robert Livermore Community Center art wall. In 2025 we have 8 exhibits.

The LAA Gallery at the Carnegie Library is a cooperative gallery featuring LAA artists across multiple media, including 2D, 3D, and jewelry. It also hosts guest artists and smaller exhibitions and sales throughout the year.

LAA actively supports arts in the community, including sponsoring awards for children's and youth art at the Alameda County Fair through the Ray Cornell Fund, displaying veteran artwork at the Spring Art Show, providing free display panels to local schools, and donating to local high school art programs.

We also collaborate with other community organizations: the Livermore Public Library to present an art show in as part of the Livermore Reads program in March, and with the Symphony for their Spring concert in April 2026. These collaborations broaden the reach and impact of our programs in the Livermore community.

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(6)2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

Our 2025 *Spring Arts Program* (the *Program*) is comprised of two art shows: Spring Art Show and The Essential Figure. Together they represent 80 years of visual art exhibits.

The **Spring Art Show**, an annual occurrence for over 60 years, is our premier event showcasing over 200 works across diverse art forms. It is open to artists of all skill levels and places a strong emphasis on inclusion, featuring emerging artists, seniors, youth, and a special exhibit of artwork from the Veteran's hospital.

The **Essential Figure Show**, now in its 17th year, is a premier figurative art exhibition featuring 2D and 3D works in all media. Founded by renowned Livermore artist Barbara Stanton, it grew out of the Spring Art Show to meet the strong demand for figure-focused artwork. As one of the few figurative shows in the region, it offers artists a rare and valued opportunity to showcase their work.

In total, the *Program* draws about 250 artists and over 800 visitors from Livermore, the Tri-Valley, and the greater Bay Area. Both of the shows continue to grow in popularity. In 2025, our *Spring Art Program* paid $7,745 to local artists through awards and sales—a key measure of our Program's success.

Note: In a separate initiative for this year, LAA has been invited to collaborate with the Livermore Amador Symphony to present a virtual exhibition of spring-themed artwork during their April 11 performance at the Bankhead. The full collection will be on view at the Bothwell the following weekend (West end room), concurrent with the Spring Art Show. This partnership offers an exciting opportunity to broaden the audience and community reach of our Spring Art Show.

Need

The primary need is financial support. While the Spring Arts Program is powered by the energy and commitment of Livermore Art Association members, its successful implementation depends on resources beyond what volunteers can provide. All aspects of setup and operations are carried out by dedicated volunteers, but funding is essential to cover core program expenses (venue rental, publicity, awards) and ensure the shows remain accessible to both artists and the community.

Venue / location

We use the Bothwell Art Center run by Livermore Valley Arts (LVA) as our venue for both shows. The Essential Figure uses the West room and the Spring Art Show uses the large East Room and the neighboring Yellow Room. Venue rental

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Implementation Process

The two shows that comprise our *Spring Art Program* are in March and April, however planning and preparations start earlier with recruiting volunteers for the show committee, establishing the year's theme and schedule, developing the prospectus (rules of entry), show webpage and entry form, and promoting the calls for entry to artists far and wide.

The shows all have set deadlines and are run by a volunteer coordinating committee, the artists, and other volunteers. The preparations for the actual event include site setup, receiving and hanging of art, hosting a reception, running the exhibit, and take-down.

Publicity reaches all over the Bay Area and select art groups in Northern California. Every year we reach a wider audience than the year before. We are continually working to draw in artists and patrons from Livermore to beyond the Bay Area. (The publicity plan is attached.)

This year we are increasing advertising, (print advertising, posters and signage). We will continue to participate in the city kiosk program for advertising and will increase paid advertising in the local paper, The Independent.

The concurrent Symphony collaboration will also provide us with the opportunity to reach a new audience for the Sprint Art Show.

Timeframe

The show team comprised of the Show Chair and Leads is confirmed in the fall. Planning and preparations start in January with the actual events scheduled for March and April: The Essential Figure Show is March 20-22, 2026 and Spring Art Show is April 17-19, 2026. The dates are chosen to not conflict with other major visual arts events in the area.

Resources

The volunteers required to run the *Program* are already within LAA. We use local businesses as much as possible for external services such as food and musicians for receptions.

This program grant has been essential in helping us achieve break-even financing and remains a vital resource for making our annual Program events possible while keeping them affordable for participating artists. Increases to our artist entry fees would result in lower participation, putting further strain on artists and on the budget.

We are in the beginning stages of developing a fundraising program for sponsorships and donators to diversify our income streams. This initiative is still in its early stages and will take time to fully establish.

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(6)3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

While the program is largely volunteer-driven, core expenses require financial support. Major costs include venue rental at the Bothwell, advertising, awards, judges' honoraria, live music at the Spring Show reception, and catered food as required by public health regulations. Rent and publicity are the two most significant costs

We are also planning several improvements for 2026 based on participant and community feedback:

- Adding an additional setup day for the Spring Art Show to ease the burden on volunteers and organizers.
- Opening the Spring Art Show on Friday afternoon to increase accessibility for patrons (previously opened Saturday morning).
- Adding an artist education/networking activity to the Spring Art Show.
- Increase publicity activities to include more print advertising and signage
- Increasing judges' fees to fairly recognize their expertise.

These enhancements will strengthen the experience for volunteers, artists, and public alike, ensuring the Program's ongoing success and growth.

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(6)4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

This *Program* supports The Arts Commission artsAlive! Mission by adding to the unique sense of place in Livermore (strand 1) and contributes to the visibility and vitality of Livermore visual arts (strand 2). It gives the opportunity to all Livermore artists of diverse interests, backgrounds and ages to show their work to the public.

We endeavor to make the arts accessible to both the artists and the public. The *Spring Arts Program* is open to all visual artists (members and non-members), entry fees are low, monetary awards given, and the public is invited to attend at no cost. The *Program* offers art shows that span a broad range of visual art interest, each focusing on a unique aspect of art and it brings in visitors from all over the Tri-Valley and Bay Area.

We look to build more partnerships with Livermore businesses and organizations as the shows continue to evolve. We host both events at the Bothwell Arts Center and use local musicians for entertainment at our receptions. Each year we support the Veterans Hospital Art program, students, and local artists. We love to work with the judges from the City Commission for the Arts who award their own special City awards with the winning artwork put on display at the Livermore City Hall.

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(6)5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.

The Livermore Art Association will draw upon its nearly 200 members for participation and volunteer support to set up the events, run the events and dismantle the shows. We have a well-known art expert judge at each event.

At the Spring Art Show, the judges from the City Commission for the Arts select the artwork to receive the City awards and to be on display at the Livermore City Hall. Normally, the Livermore Mayor hands out the City of Livermore award.

Livermore Valley Arts give us a 25% non-profit discount on our rent.

We will be looking for individual and local business sponsors for our 2026 shows as well.

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CHECKLIST # 7 Notes to the Project Budget

Budget Deficit

The show budget is based on conservative estimates informed by past shows and other relevant factors. Strategies to address any shortfall include::

- Increasing art sales, with a 20% commission retained by LAA.
- Attracting additional artist participants, which boosts revenue from entry fees (entry fees have already been increased).
- Securing donations or sponsorships from local businesses.

Should a deficit remain, LAA would cover it through sales at the LAA Gallery at the Carnegie Library and revenue from other LAA programs.

Income

Art Entry Fees	Estimate based on history. Fees are charged for each art piece entered in the show.
Art Sales	This is the total sales of artwork and art objects sold during the show. This is comprised of show floor art sales and art gift shop/table. 80% of sales money is paid to the artist, 20% is LAA commission.

Contributed Income

Contributions (Individuals/Businesses)	LAA will be looking for sponsorships from local businesses and private individuals.

Expenses

Expenses categories for shows are consistent across shows. The numbers presented are a total for the program. It is indicated when an item is only applicable to one show.

This year, we have increased spending on venue rental (our largest expense), publicity, judge fees, and entertainment to enhance the quality of the show and provide a more rewarding experience for artists, volunteers, and the public.

Venue Rental	Rental of the Bothwell from Livermore Valley Arts (LVA) includes days for setup and exhibition. LVA gives a 25% non-profit discount on room rentals (our budgeted amount includes this discount). We intend to add a day to our rental to provide more setup time and have the show open longer.

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Materials and Supplies	General supplies for displays for setup, printing programs. Award ribbons Stationery for artist badges, artwork labels, programs Food for volunteers working setup during the Spring Art Show. Food and beverage for receptions. Food must be catered to meet public health regulations for public events.
Marketing and Promotion	Print advertising space in the Independent and other local papers. This number of print advertising has been increased for this year. Color postcards and poster advertising for shops and art centers located around the Tri-Valley and the greater Bay Area. Signage for the event.
Transportation	We use member vehicles at no cost to transport show equipment between storage and the venue.
Insurance	For coverage at the event and in cases of loss or damage of equipment.
Other	Entertainment by local musicians during the day and at the Spring Art Show award reception. The reception is historically attended by the Mayor of Livermore, the artists and the public. Monetary awards to artists who achieve prizes in art categories (per judge). This is a key attraction to the artists submitting and paying the entry fees (see Income). Fees paid for card payment processing. Payments to artists for their portion of the sales. 80% of sales money is paid to the artist, 20% is LAA commission. Honorarium for judge at each show. An accomplished judge is engaged to judge the artwork and grant awards. We are adding a new program for artist enrichment/networking. Artists able to sign up for analysis by the judge of the work on display.

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CHECKLIST # 8 List of *key* project individuals with brief job description

Christine McCall	Spring Art Show Chair	Guide the operation of the Spring Art Show
Helen Harrison	Spring Art Show Lead, Gift Shop	Organizes the sales operation and general support
Joann Douk	Spring Art Show Lead for Entertainment & Volunteers Hospitality	Sources entertainment for the event. Coordinates volunteers. Coordinates the food and receptions for the *Spring Art Program*
Craig Varden	Spring Art Show Lead for Properties LAA Liaison of Shows	Logistical planning and execution for show setup and take-down, including show equipment needs and layout. Oversees and advises on the *Spring Art Program*
Barbara Stanton	Essential Figure Show Chair	Creator, Organizer. In charge of all activities related to executing the show.
Assal Triolo	Publicity	Planning and execution of publicity for both shows.
Christine Watters	President, Livermore Art Association	Business administrator overseeing all LAA operations.

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CHECKLIST # 9 Resumes/biographies of key project individuals (1 pg each)

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CHRISTINE MCCALL – Spring Art Show Chair

COO The Last Factory

Digital Collage Artist

C.O.O for local Livermore business 'The LAST Factory'

I was born and raised in Ohio and attended Miami University to obtain a B.S. in Systems Analysis. I moved to Livermore 20 years ago when my husband started working at LLNL. After a 20-year career in software engineering, I joined LAA. I became Publicity Chair, which evolved into maintaining the organization website. I moved into the field of website design and created sites for many local businesses and non-profits. I also taught artists how to set up their own websites on a budget. Due to my artistic style, I became known around town as the "Kaleidoscope Lady". My artworks are based on the historic buildings and clocks of Livermore. I sold these prints at the local gift shop in Blacksmith Square as well as the Carnegie Art Gallery.

In 2012 I joined The Last Factory, a Livermore business with a 40-year history, as the new webmaster. The job grew in responsibility as I learned every aspect of the company until I was able to manage it for the owner. I am now COO of the company.

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HELEN HARRISON- Spring Art Show Lead, Gift Shop

Although most of my schooling and informative years were spent in Las Vegas, NV, I have lived in various parts of California most of my life. Currently, I live in Tracy and have been here for 34 years. I joined the Livermore Art Association 10 years ago. I was a member of the Livermore Art Association Gallery 7 years.

I make jewelry. My style is beading with gemstones. Friends invited me to a bead show and I have been hooked ever since.

I have volunteered with the Spring Art Show successfully running the gift shop since 2021. My plan is to help with this show for years to come.

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JOANN DOUK – Spring Art Show Lead, Entertainment & Volunteers

Spring Art Show Chair 2024

Hospitality Chair

Joann Douk was born and raised in Livermore, graduating from Granada High School in 1970. She was a medical assistant at Valley Memorial Hospital and later she was hired as a banquet server at the new Hilton Hotel in Pleasanton. Joann gained valuable experience in the hospitality industry as she juggled working for local caterers, restaurants, and wineries while her daughter pursued the culinary arts at Diablo Valley College. After living in Dublin, Alameda and Seattle, Joann moved to Orange County in 1996. As the only Activities Director / Event Planner for The Irvine Apartment Communities largest properties, Joann still found time to connect with many talented artists through their art associations. It was the beginning of a great retirement and renewal of her passion to give back to the community.

Joann has been a member of LAA for 3 years, is a past Spring Art Show chair and has participated in many of LAA's programs. She is now on the LAA Board as the Hospitality Chair.

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CRAIG B. VARDEN – Spring Art Show Lead, Property

Born: New York, New York

Education: Denison University, Ohio; BA History

Education: Columbia University, New York, NY; MBA Marketing-Finance

Lived: England, Italy, Ethiopia, Eritrea, Mexico, Philippines, Indonesia, Taiwan, China, Singapore

Military: US Navy Enlisted / Officer Candidate School / Lieutenant

Career:

- Sterling Drug International / New York/ Philippines / Indonesia / Taiwan ROC / General Manager
- Getz Bro International (Distributor) / Singapore / Managing Director
- H. Warta Transmarco (Photo – TV equipment) / Singapore / General Manager
- SciClone Pharmaceuticals International / Singapore / Pacific Rim Managing Director

Livermore Connections: Resident 12 years / Graduate "Key to the City" program

Art Connections: Member of the Livermore Art Association for 10 years. Active in meetings and Spring Art Show. Have been on the LAA board for many years as Publicity Chair then Liaison of Shows. Also support LAA properties and involved in researching LAA's history.

Photographer with sales in many countries. Member for 46 years in SuperStock Photographic Agency and three others in New York and Hong Kong.

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BARBARA STANTON – Essential Figure Show Chair

Creator and ongoing Chair of Essential Figure Show

Art Teacher

Past LAA Gallery Director, LAA Board Publicity Chair

Our chairperson for the Essential Figure Show is the renowned and internationally celebrated artist, Barbara Stanton. A master of miniature paintings and life drawings, Barbara has been crafting her art for over five decades. Her exceptional portraiture skills led her to paint the mural "Pioneer Founders of Pleasanton" for the City of Pleasanton, which was completed in 2014. In 2016, Barbara made history as the first American artist to grace the Australian TV show "Colour in Your Life."

Barbara has resided in Livermore for over four decades. She is an active member of the local art community, serving as a long-time member of the Livermore Art Association (LAA) and holding the position of publicity chair for several years. Additionally, she held the esteemed role of Gallery Director for the LAA Gallery in the Carnegie Building downtown for five years. After retiring from teaching private art classes for approximately 25 years, Barbara currently organizes the Figure Drawing workshop every Friday at Livermore's Bothwell Arts Center. Furthermore, she conducts numerous workshops and demonstrations for California art groups and has served as a juror for several local art shows.

Barbara's passion for art led her to establish the Essential Figure Show, a platform that aims to showcase the work of local artists who face challenges in exhibiting their nudes in most art shows in the area. She has been the chairperson of the show every year since its inception, and 2026 marks its 17th remarkable year. The show has garnered immense popularity and has become a cherished event in the art community.

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ASSAL TRIOLO- Publicity

Artist & Designer • Publicity Chair, Livermore Art Association

Assal Triolo is a Livermore-based artist and designer whose work blends balance, geometry, and symbolism to explore the harmony between chaos and order. She is the creator of the *Celestial Harmony* series and the *Year in Bloom* digital bouquet collection, which draws inspiration from cosmic motifs and modern minimalism. Her artwork has been showcased at community events, including Art in the Park and Art Walk Livermore, where she exhibits and sells her original work.

As the Publicity Chair of the Livermore Art Association (LAA), Assal brings her professional background in design, branding, and communications to amplify the visibility of local artists and community events. Her efforts have helped LAA secure media coverage in *The Independent*, including features on the Art in the Park Festival, Spring Showcase, and collaborative art exhibits. She also played a key role in promoting *the "The Future is Now"* art exhibit at the Livermore Public Library, which showcased modern and forward-looking works from local artists and fostered intergenerational dialogue within the arts community. By securing consistent press and visibility for these events, Assal has helped strengthen community engagement and broaden the reach of Livermore's arts programming.

Through her dual role as an artist and publicity leader, Assal is dedicated to advancing the visibility of local art, fostering collaboration, and ensuring that the Livermore arts community thrives and continues to connect with a broader audience.

Selected Experience & Community Involvement

- Publicity Chair, Livermore Art Association – Lead publicity strategy and outreach for annual shows and events; coordinate communications, press releases, and community engagement.
- Featured in Media – Contributed to key *Independent* newspaper articles highlighting LAA events and collaborations (Art in the Park Festival, Art of Collaboration, Spring Art Showcase, Generational Exhibit).
- Professional Design Background – Extensive experience in branding, visual identity, and presentation design for companies and organizations.
- Artist & Designer, Atriolo.art – Independent creative practice focusing on original series, digital collections, and visual storytelling; active social media presence and audience engagement.
- Mentor – Guide young creatives and students in developing resumes, portfolios, and cover letters for internships and career opportunities.
- Community Service – Serve the Livermore community alongside her two sons through the Young Men's Service League (YMSL) Livermore Chapter, supporting local philanthropy and volunteer initiatives.

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CHRISTINE WATTERS – President, Livermore Art Association

LAA President since January 2022

Programs Chair for 3 years

LAA Tech support

Textile and Mixed Media Artist

Christine Watters was raised in Vancouver, BC, and Kingston, Ontario, and earned a Bachelor of Science with Honors in Biology from Queen's University. She went on to build a 15-year career in the biotech, pharmaceutical, and vaccine industries before relocating with her husband and daughter to Pleasanton in 2016, and then to Livermore in 2017.

After joining the Livermore Art Association (LAA), Christine was invited by then-Programs Chair, Marge Haggin, to take on Programs, with Haggin mentoring her through the transition. Over the following four years on the board, she became increasingly active. During the pandemic, she worked with a small team from LAA, PAL, and DAC to provide joint programming for the community. She also designed the New Dawn online digital show in 2021—LAA's first virtual exhibition—designing and managing both the submission process and the website.

In January 2022, Christine became President of LAA. Under her leadership, the organization has experienced remarkable growth: membership has increased by 50%, workshops and monthly programs have been added alongside general meetings, and member engagement has increased significantly.

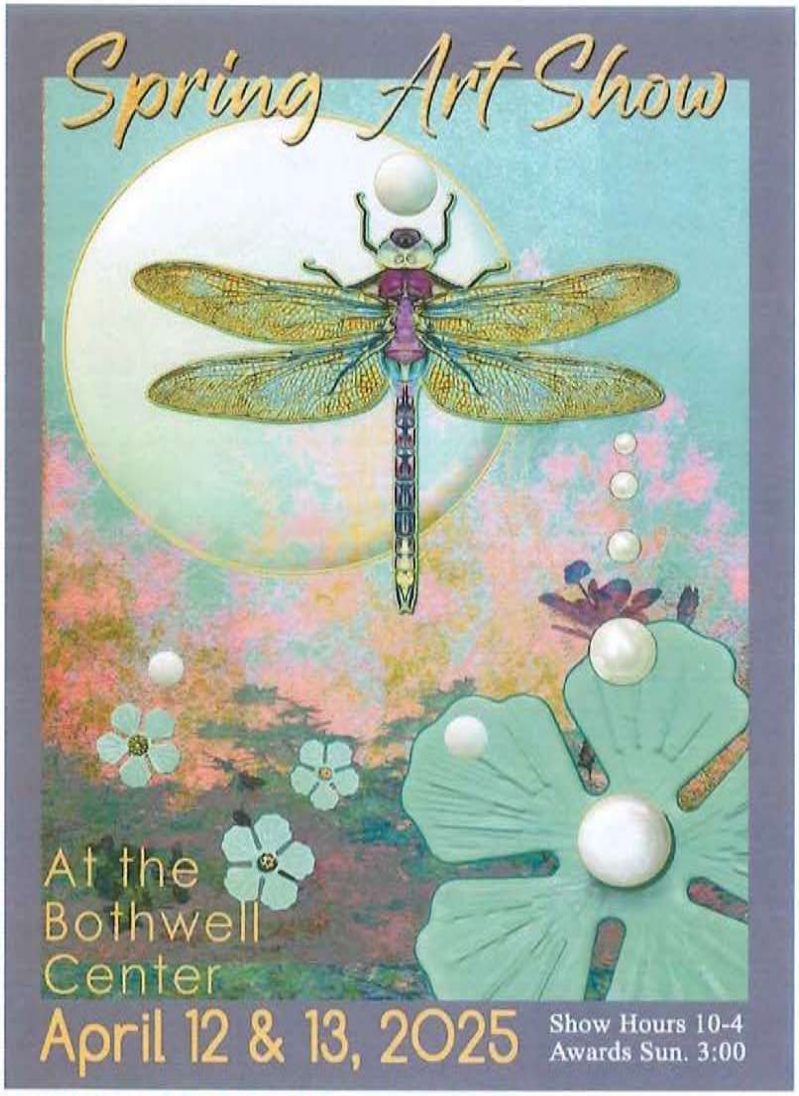
As an artist, Christine explores the endless possibilities of textile art by combining fabric, paper, wire, and paint in unexpected ways. Drawing inspiration from everyday moments, her work layers printmaking, dyes, and thread to capture familiar feelings while leaving space for viewers to see their own stories. Christine is currently a guest artist in the LAA Gallery and has work on view at the William Scofield Gallery in Vancouver, Washington.

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CHECKLIST # 10 Brochures & Catalogues

Up to four items in any combination of brochures, catalogues, performance programs or similar organizational publications/materials.

SPRING ART SHOW print poster 2025



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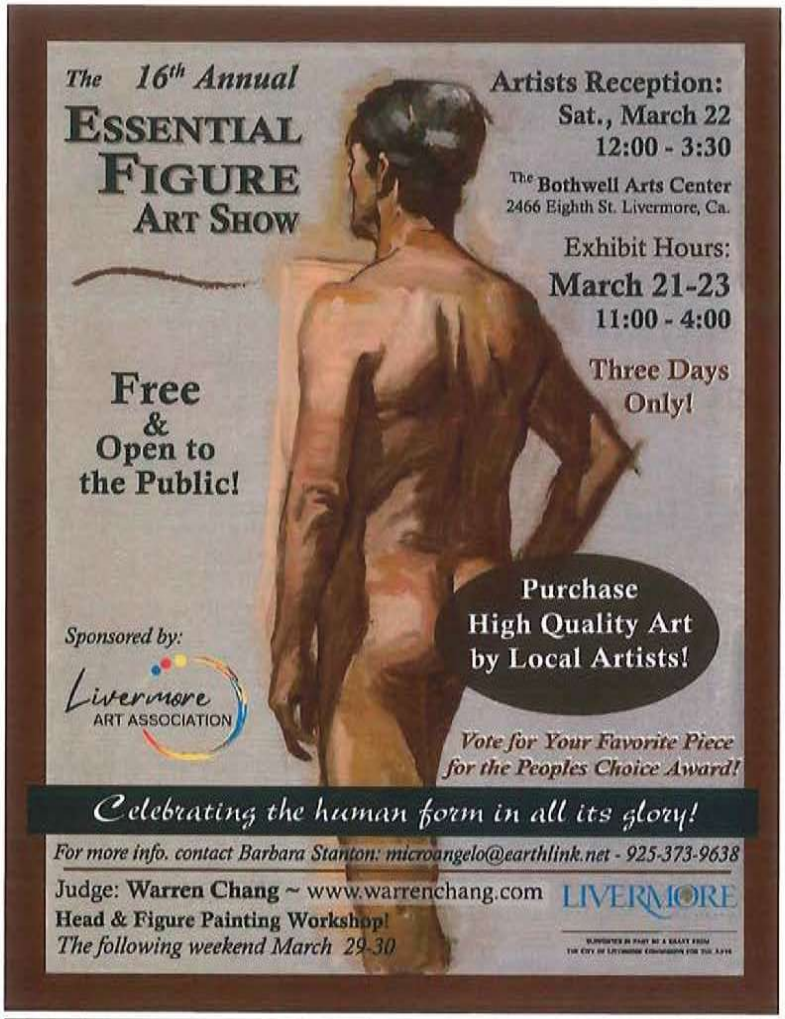
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Social Media – Instagram post @livermore_art_assoc

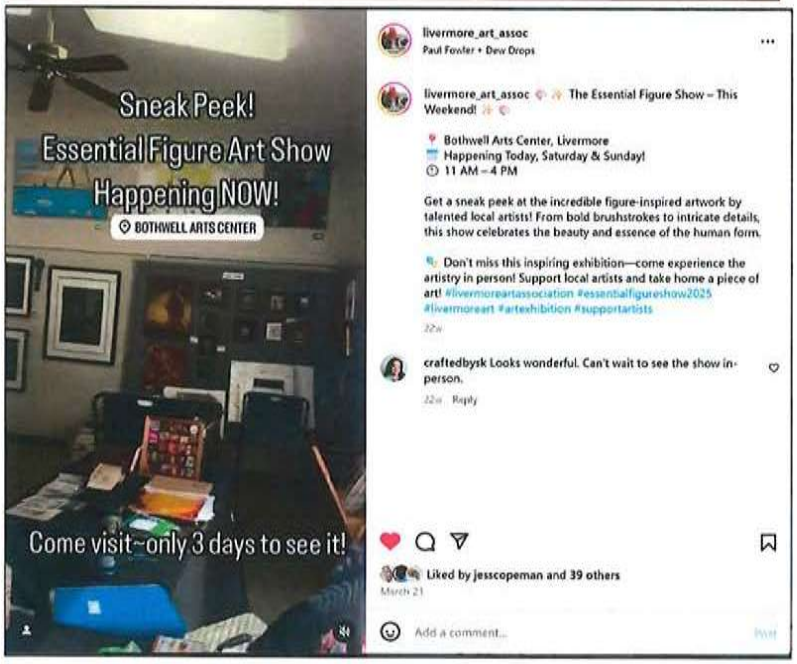
https://www.instagram.com/p/DICSJIeSKL8/



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EFS poster (Print advertising)



Instagram post
https://www.instagram.com/p/DHeP-7dy8Sk/

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CHECKLIST # 11 Press Reviews

Up to four recent press reviews or articles or similar independently generated published materials.



A couple admires a display during the Livermore Art Association's Spring Art Show and Reception held last weekend at the Bothwell Arts Center. The event showcased a vibrant mix of local artistic talent. (Photo — Leah Silveira)

MAILBOX

(Continued from page 5)

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Review Article in print and online March 2025

https://www.independentnews.com/culture/art-exhibit-explores-modern-themes-through-multiple-generations/article_45f06505-e103-4cff-8e64-0473769e2243.html

FEATURED

Art Exhibit Explores Modern Themes Through Multiple Generations

By Christina Cavallaro Mar 27, 2025

1 of 14



Artist Alexa Johnson surveys the "Future Is Now" exhibit. The Civic Center Library in Livermore is hosting the show, in which three generations of artists showcase their interpretations of a common theme. (See story on page 12.) (Photos — Leah Silveira)

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A new juried exhibit at the Livermore Civic Center Library brings together the work of artists ranging in age from teens to octogenarians to grapple with common themes. "The Future Is Now," put together in partnership with the Livermore Reads Together program and the Livermore Art Association (LAA), focuses on coexistence of nature and technology, and the relationship between art and innovation. The library hosted a reception and artist awards ceremony earlier this month. The show runs through March 31.

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Art Exhibit Explores Modern Themes Through Multiple Generations

By Christina Cavallaro

A new juried exhibit at the Livermore Civic Center Library brings together the work of artists ranging in age from teens to octogenarians to grapple with common themes, "The Future Is Now," put together in partnership with the Livermore Reads Together program and the Livermore Art Association (LAA), focuses on coexistence of nature and technology, and the relationship between art and innovation. The library hosted a reception and artist awards ceremony earlier this month. The show runs through March 31.

LAA Publicity Chair artist Assal Triolo said this show is the first the art organization has done in conjunction with Livermore Reads Together and the library. "The theme basically came from their (selected) book, 'The Wild Robot,'" by Peter Brown, Triolo said. "We're hoping that they will invite us to do it again next year because it was really successful."

Triolo said the LAA board was a little bit hesitant at first about the theme and whether or not enough entries would be received. "This community in general is more like retirement age. We do have a lot of seniors — I mean there's a range, but mainly over 40."

To Triolo and LAA Treasurer and Exhibit Chair Heather Devers' surprise, the turnout was amazing, and diverse in age.

"Everyone was super-surprised we had doubled the entries that we thought we were going to have," said Triolo, who credited much of the success to Devers' efforts.

"She's amazing and the fact that she enlisted these connections and things opened up like this…," she added.

Devers, whose collage in the show, "Tea Party (Time Advances)," won the Livermore Reads Library Award, said, "I think the seeds of solutions to the problems that face us will first be found in the art of the times."



Assal Triolo, publicity chair of Livermore Art Association, shows her work in the library. (Photo — Leah Silveira)

Triolo commented on the range of interpretations by the different artists. She felt the older artists in general looked more at the illusion of reality versus nature, while the younger artists took more literal approaches and added symbolism into their artworks.

Livermore High School freshman Ethan Mosca described his inspiration for his acrylic painting that featured a robotic hand replacing a tree with a windmill.

"When I heard the theme of nature and technology and how they coexist, I thought about how technology can negatively impact the world and nature," Mosca said. "So I wanted to have kind of a metaphor. Like, you don't remove a tree for a windmill, but I wanted a metaphor for how technology is kind of taking over and we're not preserving what's truly important and what's precious to us, which is nature."

Alexa Johnson, a student at Las Positas College studying art and biology for a degree in scientific illustration, said her oil painting of a human figure with a robotic heart, titled "Synthetic Awakening," was an exploration of the inherent romanticism in technology. "Technology is a way that we can sort of discover more about ourselves, I would say especially through things like the internet," Johnson said. But also, it can be harmful in that technology can replace real human connections — which is why I replaced her heart with circuits."

Triolo said the show made great headway in achieving some of the organization's ongoing goals of bringing more young people into LAA and bringing more of the digital age to its existing older members.

"Our (LAA) president (Christine Watters), over the past five years has made amazing improvements to the organization as far as bringing it into the digital age, so I'm hoping to continue that because there's been some resistance (among members) because they do skew older."

The show also led to several sales. One of the show's older artists, Halloran Party, sold his oil on canvas painting titled "Pygmalion" for $1,400.

Triolo said, "The person that bought it works in compassion AI. I'm not sure what company, but she wants it for her office."

Johnson said she was drawn to art because of its ability to share different perspectives and ideas. "It's incredible because you can see so many different ideas that people have, and it really is able to display truths about our world. Sometimes they're hard and uncomfortable truths, but art is one the biggest ways that you can kind of show that."


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Arts & Culture Article

Heart of the Valley



Art Is Everything

By Christina Cavallaro

January was the official one-year anniversary of my Heart of the Valley column, but I think of February, with its focus on the heart, as my muse month. It wasn't all cupids and roses this February though. Just a few days before Valentine's Day, when teens should be gathered at dances and out on first dates, a crowd of Livermore and Granada high school students marched through downtown Livermore on Feb. 11 to protest ICE and the federal government's plans to deport immigrants. Instead of worrying about the chances of getting a valentine from a crush, many of these students, the children of immigrants, were worrying about whether their parents might be taken away.

I was at a songwriter's open mic at Swirl later that same week and owner Michelle Braatz had a friend who popped in during the performances. I noticed they scooted to the corner and were huddled in conversation. She told me later her friend is an immigration lawyer. "She said it wasn't a good week." The attorney had come in for some wine, a respite and to listen to some songs. "Art is everything," Braatz said.

Long before kids had to grow up so quickly and be faced with complex world issues that many grownups can hardly comprehend, I'll never forget the empowering feeling I had the first time I implemented change and brought people together through my own creative expression. At East Avenue Middle School, where I attended junior high, the whole student body had been shuffling into the gym for years each December to watch the same annual holiday play.

When I was in eighth grade, I was selected to write a new play. Nobel-Prize-winning literature it was not, nor did it matter that, as memory serves, I was the only submission to the call for entries. My theatrical piece was titled, "The Year Santa Retired," and featured a cast of colorful characters vying to replace the old Santa Claus. (Spoiler alert: none of them got the job.) It was filled with some choice 1980s gags and dated references like a "secretary" who planned to cleverly take all the ribbons out of the typewriters in the world and wrap presents with them. It wasn't high art, but it was my art.

Art of all kinds, and youth art in particular, feels critical. Even in more normal times, art seems to get short shrift when it comes to setting priorities in education and society. That's especially true now, as federal arts and education funding gets slashed by the new administration.

People in and around the Tri-Valley have long valued art, and it shows: The Livermore Art Association recently donated $500 each to the Livermore, Del Valle and Granada high school art departments to ensure young artists can continue to explore and develop their talents.

Heather Dever, a volunteer for the Livermore Art Association (LAA), chairs the The Future is Now art show in conjunction with the Civic Center Library's Livermore Reads Together program, which she encourages young people to enter. "They understand, I think viscerally, that what we older people think of as future problems, comfortably far away, are problems of the here and now, and they have ideas around that."

Dever emailed me an image of a colored pencil on pastel drawing by Livermore High school freshman Ethan Mosca, depicting a fluffy cyborg fennec fox, that illustrated her point. "And LAA wants to help students explore those ideas," she said, adding, "I think art, both the creation and the viewing of it, helps us envision our thoughts and feelings, our reactions to whatever is going on in our lives, before the knowledge is available consciously or in words."

Last October, Sunol Glen School art teacher Heather Cass gave her fall elective class creative license when they were asked to sketch the entrance of the school with its flagpole, which last year stood at the center of a heated school board debate that led to a 2-1 decision to ban Pride flags at Sunol Glen, and ultimately to the recall of two board members. "They had artistic flexibility," she said. Angad Mann, an 8th-grader there added, "Yeah, you could draw your own flag."

In an excerpt from a poem shared by past Livermore Poet Laureate Cynthia Patton, who occupied her post from 2017-2022, she praised arts volunteers: "Because art matters. Because this is our home. Because giving is what makes us open to all the world's heartache and wonder, to all its barren beauty. Because creativity makes each of us collectively sing."

Part of Patton's term as poet laureate was overlapped with the pandemic, when the city was revising its cultural arts plan. Livermore's plan aimed to include younger families, and more people of color and voices not always heard as loudly in the local arts community, and had hired the San Jose-based Art Builds Community art planning group to help ensure that diversity.

Patton collaborated with Art Builds Community on a project called "Hidden Hearts," wherein people at public events were guided to fill out prompts to create the lines of a poem related to matters of the heart. The words were printed on strips of paper that were then shaped to form paper beads with the poems inside them, created from prompts like "My heart sings when — "

Patton thought people would make bracelets, but almost everyone made a necklace. And as they would touch the necklace, their hands were always over their heart, she noticed.

"I had kids ask, 'Is it OK if I write about my grandpa? He died last year.' And I was like, 'Oh yeah, it's totally OK.'"

"There were a lot of people processing grief, and loss, and you know just the whole pandemic stuff."

"It really felt like it was healing in a way that I had not anticipated. There were a whole lot of times, both before the pandemic and after, where I felt like through poetry, people were being able to voice things that they couldn't otherwise voice."

Where there is art, there is heart. Let us protect both.

Do you have tidbits about the Tri-Valley or know of interesting people, places, events or unique perspectives that should be featured in the Heart of the Valley monthly column? If so, we want to hear from you.

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LIVERMORE ART ASSOCIATION

SPRING ARTS PROGRAM
2026 MARKETING PLAN

Docusign Envelope ID: 12E1AFA2-3E35-4052-B334-AF91DAA565F5

BACKGROUND

The Livermore Art Association (LAA) has a number of events each Spring. There have been many events over the 68 years of the LAA. The Spring Art show is the premier show of the group. Essential Figure Show is a top-quality figurative show. Artists come from all over the Bay Area to participate and see the events and enjoy Livermore. The show itself is free to visitors. The art shown is for sale as well. The Association takes a commission on each to augment the show financial input.

MARKETING OBJECTIVE

To increase total event visitors to the shows by 10%. The goal is greater exposure of the arts to the Livermore community and possible increase in the art sales income component for the shows.

To attract artist visitors to the Spring Arts Program from over the Bay Area and beyond.

To enlist Livermore artists to bring friends and relatives to the shows via organization "Portfolio" Publication and our Constant Contact communication.

TARGET MARKET

Participating artists:

- For the Spring Art Show: Art in any medium, format (2D or 3D) and on any subject. painters (oil, acrylic, watercolor, gouache), photographers, wood artists, ceramic artists, Jewelry, textile, gourd and more.
- For Essential figure. any artist dealing in figurative art of any medium or form.
- Promote to school art programs to encourage student participation: high school and private art schools/teachers.

Attending audience:

- Senior Centers, area artists/associations, general public as reached through advertising and email lists we hold.
- Friends and relatives of Livermore artists and participating artists.

POSITIONING

Something exciting to do on the weekend of the events. The shows are premier events with fine arts and things to do in the Valley.

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ADVERTISING / MARKETING TOOLS

Press release to Bay area Newspapers and Magazines in the target group.

Liaison with Bay area art organizations by email. We now have list of interested artists and art groups in towns around the valley near towns and beyond. The number of emails addresses is over 600.

Paid advertisements in the Independent.

Produce hand-outs and posters / postcards for all events. Post in the valley, including City Kiosks.

"Invite Friends" Program where Livermore Artists are asked to bring in relatives and friends to the show.

Social media promotions on LAA's Instagram and Facebook pages and asking artists to share their involvement on their feeds / with their followers.

Invitation to Independent to send a photographer /reporter to cover the event. (Usually, come for Spring Art Show).

TIMING

Press Releases two and one week before the show.

Further develop full list of art associations in Bay Area.

Send out two communications waves or more to Bay Area art groups each event. Sometimes riding events together.

Book City Kiosks for each Spring Arts Program events month before events.

Ask Livermore Artists to be sure to invite friends and family to the show. Place in the "Portfolio" publication and "Constant Contact" the run before the show for member reminders.

Post on online community calendars and social media 4-6 weeks before event.

MARKETING THEMES

A great weekend of art, eating, wine and shopping.

Enjoy the Livermore Spring Art Program events and enjoy Livermore the event weekend, including the downtown restaurants, 50 Wineries, and the biggest shopping outlet in the Bay Area.

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TARGET MEDIA:

Newspaper Magazines

Placing at least on the calendars & or press release:

- The Independent / San Francisco Chronical / East Bay Times /
- Pleasanton Weekly / Tracy Press / SF Weekly /Brentwood Press / Your Town / Diablo Magazine / Danville San Ramon News / Castro Valley Forum / Alamo Today & Danville Today / Contra Costa News

Online Nets

- Portfolio for PAL and LAA members /
- Livermore Art Association & Pleasanton Art League Constant Contact (member mailing list)
- Social Media: LAA Facebook / Instagram
- Patch (multi towns) / Nextdoor (multi towns) / Visit Tri Valley
- Radio with nets
- LCAC Member Net / LCAC Outside net
- Livermore Downtown Inc
- Arts Organizations Websites: Dublin Art Collective / Livermore Valley Arts / AVA / San Ramon Art Association / Fremont Art Association / Tracy Art League

Poster / Postcards

- Livermore 30 locations
- Dublin 3 locations
- Pleasanton 10 locations
- San Ramon 1 location

Radio

- Three stations in near area

Email Lists currently 600+

30 minute (driving) zone art groups / 60 minute zone art groups / Over 60 minute zone art groups / 60 minutes zone photography groups / Spring Show sign in lists from previous years / Members of Livermore Art Association / College art department teachers within 30 minutes / Art groups in quilting, metal arts, sculpture, ceramics, wood work. / Special target lists

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CITY OF LIVERMORE FACILITIES

Produce special posters and arrange for posters on City kiosks.

To see if we can get City web calendar spots.

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The below information was received on 9/8 upon request from staff.

EXHIBIT D

CHECKLIST # 7 Notes to the Project Budget

Budget Deficit

The show budget is based on conservative estimates informed by past shows and other relevant factors. Strategies to address any shortfall include::

- Increasing art sales, with a 20% commission retained by LAA.
- Attracting additional artist participants, which boosts revenue from entry fees (entry fees have already been increased).
- Securing donations or sponsorships from local businesses.

Should a deficit remain, LAA would cover it through sales at the LAA Gallery at the Carnegie Library and revenue from other LAA programs.

Income

Art Entry Fees	Estimate based on history. Fees are charged for each art piece entered in the show.
Art Sales	This is the total sales of artwork and art objects sold during the show. This is comprised of show floor art sales and art gift shop/table. 80% of sales money is paid to the artist, 20% is LAA commission.

Contributed Income

Contributions (Individuals/Businesses)	LAA will be looking for sponsorships from local businesses and private individuals.

Expenses

Expenses categories for shows are consistent across shows. The numbers presented are a total for the program. It is indicated when an item is only applicable to one show.

This year, we have increased spending on venue rental (our largest expense), publicity, judge fees, and entertainment to enhance the quality of the show and provide a more rewarding experience for artists, volunteers, and the public.

Venue Rental	Rental of the Bothwell from Livermore Valley Arts (LVA) includes days for setup and exhibition. LVA gives a 25% non-profit discount on room rentals (our budgeted amount includes this discount). We intend to add a day to our rental to provide more setup time and have the show open longer.

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Materials and Supplies	General supplies for displays for setup, printing programs. Award ribbons Stationery for artist badges, artwork labels, programs Food for volunteers working setup during the Spring Art Show.
Marketing and Promotion	Print advertising space in the Independent and other local papers. This number of print advertising has been increased for this year. Color postcards and poster advertising for shops and art centers located around the Tri-Valley and the greater Bay Area. Signage for the event.
Transportation	We use member vehicles at no cost to transport show equipment between storage and the venue.
Insurance	For coverage at the event and in cases of loss or damage of equipment.
Other	See below

Other – Costing Details

Cost	Details
$ 750	Entertainment by local musicians during the day and at the Spring Art Show award reception. The reception is historically attended by the Mayor of Livermore, the artists and the public.
$ 3450	Monetary awards to artists who achieve prizes in art categories (per judge). This is a key attraction to the artists submitting and paying the entry fees (see Income).
$ 1650	Food and beverage for receptions. Food must be catered to meet public health regulations for public events.
$ 375	Fees paid for card payment processing.
$ 3600	Payments to artists for their portion of the sales. 80% of sales money is paid to the artist, 20% is LAA commission. Number calculated from estimated artwork sales.
$ 700	Honorarium for judge at each show. An accomplished judge is engaged to judge the artwork and grant awards.
$ 815	We are adding a new program for artist enrichment/networking for the Spring Art Show. Host a special event on first day for artists to sign up for feedback on their artwork from the judge and/or additional accomplished artists. Main costs will be fees for the judges and some refreshments. Additional rent included under Venue Rental.

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance
Grantee shall maintain limits no less than:

Commercial General Liability, including operations, products and completed operations, as applicable: **$1,000,000/$2,000,000** aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Deductibles and Self-Insured Retention
All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions
The general liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Grantee's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy,

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including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.

4. The Grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550.

Verification of Coverage

Grantee shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

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AGREEMENT BETWEEN CITY OF LIVERMORE AND LIVERMORE VALLEY OPERA FOR FISCAL YEAR 2025-26 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2026, between the City of Livermore, a municipal corporation ("City"), and Livermore Valley Opera, a California non-profit Corporation ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to hold an opera education and community engagement program ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions

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imposed by the 2008 Art in Public Places Program Policy and Procedures Manual, Cultural Arts Master Plan, and herein. The Project will include the following activities eligible under the Project and Program Grant Program: Opera: Reduction performance for elementary schools master cases for middle & high schools, master class for community college, senior resident & library performances.

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* To enrich our community by producing world-class operas and fostering the careers of professional opera singers. Livermore Valley Opera encourages a wider appreciation of opera and associated arts through community outreach and educational programs for youth in schools. ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $10,000 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $10,000.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant

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cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report has been filed. The Project & Program subcommittee of the Commission for the Arts has sole discretion to decide whether each of these milestones has been reached.

IV. NOTICES

Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

City: City of Livermore
Attn: Allen McFarland, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: Livermore Valley Opera
Attn: Pamela Rigg
P.O. Box 1002
Livermore, CA 94551

V. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state, and local laws, statutes, rules, and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney’s and expert fees and/or court costs, arising out of the performance of the Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees,

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agents, and designated volunteers.

D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Project. Upon reasonable written notice, Grantee shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies, or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement.

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If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days after the date the notice is sent, City may exercise any of the remedies available under law and equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

   a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

   b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

   c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

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2. *Retention*: Grantee shall retain all records pertinent to expenditures incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with

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respect to conflicts of interest, and covenants that it presently has no financial interest, and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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IX. **WAIVER**

City's failure to act with respect to a breach by Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between City and Grantee with respect to this Agreement.

XI. **BINDING EFFECT**

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. **COUNTERPARTS**

This Agreement may be executed in counterparts by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

****

SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

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IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

Livermore Valley Opera
501(c)3 Non-Profit Corporation
"Grantee"

By: DocuSigned by: Pamela Rigg 6282FBF54H934D3... **Dated:** 1/5/2026 | 8:51 AM PST

Pamela Rigg
Education and Community Engagement Program Director

CITY OF LIVERMORE
a Municipal Corporation
"City"

By: _____ **Dated**: _____

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by: Daniel Gonzales 12B5892BAF3C471... Initial JF

Deputy/Assistant/Senior Assistant/City Attorney

Attachments:
Exhibit A - Application for Project and Program Grant from the City of Livermore
Exhibit B - Insurance Requirements

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Applicant Name: **LIVERMORE VALLEY OPERA**

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

- ❑ 1. Application Checklist (this page).
- ❑ 2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?
- ❑ 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.
- ❑ 4. If you are an organization, submit a list of current officers and Board members with their term of office.
- ❑ 5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.
- ❑ 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.
- ❑ 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.
- ❑ 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.
- ❑ 9. Resumes/biographies of key project individuals, generally one page each.
- ❑ 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.
- ❑ 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)
- ❑ 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.
2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.
3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

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Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Jonathan Kleid
Authorized Officer's Signature:

8/21/25
Date: August 22, 2025

Jonathan Kleid
Print Name of Officer signing this form

PRESIDENT
Title of Officer signing this form

- or -

If applicant is an individual artist: NA

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Artists Signature

Date

Print name of Artist signing this form

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Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or **September 1**

Submission Date: **August 22, 2025**

Amount of Grant Request: **$10,000** Total Project Budget: **$21,500**

Applicant/Organization: **Livermore Valley Opera**

Applicant/Organization's Address: [redacted]

Applicant/Organization's Web site: **www.LivermoreValleyOpera**

Preparer's Name & Title: **Pamela Rigg, Education & Community Engagement Program Director**

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): [redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Opera: Reduction performance for elementary schools, master cases for middle & high schools, master class for community college, senior resident & library performances.

Briefly describe the project or program for which support is requested:

Opera reduction performance for elementary schools, master cases for middle & high schools, master class for community college, senior resident & library performances.

Number of people intended to reach: Audience: **5,500**
Participants: 10 – 12 students at each of 10 performanance.

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: **January 21, 2026**
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: **June 30, 2026**

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Application Form - Project & Program Grants

If needed, please use additional paper for this section.

1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

   As stated in the Livermore Valley Opera By-Laws:
   "The mission of Livermore Valley Opera (LVO) is to enrich our community by producing world class operas and fostering the careers of professional opera singers. LVO encourage a wider appreciation of opera and the associated arts through community outreach and educational programs for youth in schools."
   See Attachment 1.

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

   Livermore Valley Opera's *Education and Community Engagement Program* has served the City of Livermore since the opera company's formation in1992 with in-school opera performances and opera/singing master classes, and library and senior community opera recital engagements. The proposed project is both a continuation and an expansion of our ongoing education and community engagement program for free.

   See Attachment 2.

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

   The requested grant will be used in the implementation of the project with the payment to the performers: opera reduction performance at elementary schools and rehearsal time ($15,000 + $2,250), master classes at middle and high schools ($750), master class at community college ($150.), senior residential facility ($1,200), and library ($800). Performer expenses represent 93% of budget. The remaining $1400 Is for studio rehearsal studio, costumes, props, and printed materials & mailing for teachers. No administration costs are reflected in the Program budget. The Director of Education and Community Engagement is a volunteer position.

   See Attachment 2: Financial Details.

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, arts Alive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)
   See Attachment 4.

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.

   Partnership with community organizations, but with no financial support because the performances and recitals are free, are listed in #1.

Docusign Envelope ID: F4F7E90C-C721-44BC-8527-14F81D5A051B

Continued - See Attachment 5.

Docusign Envelope ID: F4F7E90C-C721-44BC-8527-14F81D5A051B

Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$ 0	
Tuition/Workshop fees	$ 0	
Other:	$ 0	
Subtotal: Earned Revenue	$ 0	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$ 8,850	$	$8,850
Grants *(Foundations/Government other than City)*	$ 2,500	$	$2,500
City of Livermore *(other than this grant request)*	$ 0	$	$0
Other:	$ 0	$	$0
Subtotal: Contributed Income	$ 11,350	$	$

Project & Program Grant Amount Requested	$10,000
Total Project Support (Revenue + Income + Grant)	$ 21,350

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	Amount	Notes
Artistic	$19,950	Singers (4) & piano accompanist (1) $750/performance x 20 performances Elementary School $15,500 +Rehearsals (3) $ 2,050 Senior Center (2) $ 1,500 Middle School (1) $ 750
Production	$ 0	
Administrative	$ 0	
Other: *(describe in Notes)*	$	
Subtotal: Personnel	$19,800	

General	Amount	Notes
Venue Rental	$ 150	Boswell Center rehearsal rental (3 days)
Materials and Supplies	$1,250	Elementary school production: costumes, props, printed materials for teachers
Marketing and Promotion	$ 150	
Transportation	$ 0	
Insurance	$ 0	Free rider to main LVO insurance policy
Other: *(describe in Notes)*	$ 0	
Subtotal: General	$ 1,300	

Total Project Expenses (Personnel + General)	$21,350
Project Surplus (Loss) *(Total Support minus Total Expense)*	$ 0

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

Docusign Envelope ID: F4F7E90C-C721-44BC-8527-14F81D5A051B

Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line-item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
Board of Director Donations	**Cash contributions**	**$8,850**
		$
		$
		$
		$
		$

Requested Grant Amount: **$10,000.**

Cash Match Amount: **$11,350**

In-kind Match Amount: **$ 0**

Docusign Envelope ID: F4F7E90C-C721-44BC-8527-14F81D5A051B

Attachment A

As stated in the Livermore Valley Opera By-Laws:
The mission of Livermore Valley Opera (LVO) is to enrich our community by producing world class operas and fostering the careers of professional opera singers. LVO encourage a wider appreciation of opera and the associated arts through community outreach and educational programs for youth in schools.

Livermore Valley Opera produces two operas with four performances each, during the opera season October through March, at its current residence at the Bankhead Theater. *Opera in the Vineyard* are concerts with four (4) opera singers and piano accompanist singing arias, duets, and quartets of popular opera and musical theater pieces, presented at local wineries once in June and once in August.

The proposed program, *Education and Community Engagement Program,* extends the main stage opera at the Bankhead Theater to existing community institutions: elementary, middle, and high schools, community college, senior resident community, and library.

The Program includes a reduction of a full opera presented at elementary schools once a year with four singers and piano accompaniment, master classes for middle and high school choruses once a year with one singer, opera recital at a senior community residence twice a year with three singers and piano accompanist, and an opera recital at the library once a year with four singers and piano accompanist.

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Attachment B

Livermore Valley Opera's *Education and Community Engagement Program* has served the City of Livermore since the opera company's formation in1992 with in-school opera performances and opera/singing master classes, and library and senior community opera recital engagements. The proposed project is both a continuation and an expansion of our ongoing education and community engagement **free** program.

1. a reduction of an opera presented at elementary schools once a year with four singers* and piano accompanist, 20 performances. 5 artists
2. master classes at middle and high school choruses once a year with one singer. 2 artists
3. opera recital at a senior community twice a year with two singers and piano accompanist, two performances. 3 artists
4. opera recital at the library once a year with four singers and piano accompanist, one performance. 5 artists

*This expansion from 2 singers to 4 singers for elementary school performances allows for major opera productions (though reduced in length) in which major singing roles are performed by the four singers with 12 students participating in the production.

Venues & Costs:

Elementary Schools – 20 performances – Total $18,650

5 artists @ $150/each is $750/performance @ 20 performances:	$15,000
5 artists @ $150/each is $750/rehearsal @ 3 rehearsals:	$2,250
Rehearsal studio rental @$50/rehearsal @ 3 rehearsals:	$ 150
4 artist costumes, student costumes, props & sets	$ 750
School support materials and postage	$ 500
Total Cost Elementary Schools	**$18,650**

Altamont Creek Elementary School
639 students (8/2025) – 2 performances

Arroyo Seco Elementary School
587 students (8/2025) – 2 performances

Emma C. Smith Elementary School
652 students (8/2025) – 2 performances

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Jackson Avenue Elementary School
517 students (8/2025) – 2 performances

Joe Michell Elementary School
783 students (8/2025) – 2 performances

Junction Avenue Elementary School
861 students (8/2025) – 2 performances

Lawrence Elementary School
477 students (8/2025) – 1 performance

Leo R. Croce Elementary School
496 students (8/2025) – 2 performances

Marylin Avenue Elementary School
423 students (8/2025) – 1 performance

Rancho Las Positas Elementary School
597 students (8/2025) – 2 performances

Sunset Elementary School
753 students – 2 performances

6,785 elementary students

Middle and High Schools – 2 Master Classes

1 artist @ $150 is $150/master class x 2 master classes Total $300

William Mendenhall Middle School
883 students (8/2025) with 50 students attending – 1 master class

Andrew N. Christensen Middle School
612 students (8/2025) with 50 students attending – 1 master class

East Avenue Middle School
547 students (8/2025) with 50 students attending – 1 master class

Granada High School
1,157 students (8/2025) with 50 students attending – 1 master class

Livermore High School
1,803 students (8/2025) with 50 students attending – 1 master class

100 middle and high school studens seved

Docusign Envelope ID: F4F7E90C-C721-44BC-8527-14F81D5A051B

Community College – 1 Master Class

1 artist @ $150 **Total $150**

50 community college students served

Senior Community – 2 recitals

Three (3) singers & one (1) piano accompanist. @ $150/each is $600/recital x 2 recitals **Total $1,200**

Heritage Estate Senior Living
60 Residents – 2 recital performances.

Library – 1 Performance

5 artists @ $150/each is $750 **Total $750.00**

Civic Center Library – Meeting Rooms A & B
50 Attendees

Time Frame: August 1, 2025 – June 30, 2026

Funding: Total Program Costs - $21,050

60% Grants ($12,630) & 40% Private Donations ($8,420)

Performers: Bay Area Singers and Pianist on contract by performance

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Attachment C

The requested grant will be used in the implementation of the project with the payment to the performers: opera reduction performance at elementary schools and rehearsal time ($15,000 + $2,250), master classes at middle and high schools ($300), master class at community college ($150.), senior residential facility ($1,200), and library ($750). Performer expenses represent 93% of budget. The remaining $1400. Is for studio rehearsal studio, costumes, props, and printed materials & mailing for teachers.
No administration costs are reflected in the Program budget. The Director of Education and Community Engagement is a non-paid volunteer position.
See Attachment 2 for financial details.

Docusign Envelope ID: F4F7E90C-C721-44BC-8527-14F81D5A051B

Attachment D

Cultural Arts Master Plan **Strand 1** The Livermore Valley Opera performs two operas each season, one in October and one in March with four performances of each opera on Saturday evening and afternoon, and Sunday afternoons at the beautiful Bankhead Theater in the Livermore Cultural District, for which funding is **not** sought in this grant proposal. ***Cultural Arts Master Plan*** **Strand 1 is met through Bankhead performances.**

Cultural Arts Master Plan **Strand 2**. The Livermore Valley Opera performances at the Bankhead Theater rarely reaches 60% which is typical in the opera industry, and being addressed by Livermore Commission for the Arts. Opera as a performing arts form reaches into the community and into the schools to make opera more accessible, and increasing the engagement the Livermore community. Livermore Valley Opera, in its mission statement, and in its *Education and Community Engagement Program*, insures the visibility and vitality of opera for students in the Livermore elementary, middle, and high schools, in senior residents facility, and at the Civic Center Library for all residents, and for which funding is being applied.
Cultural Arts Master Plan **Strand 2 is met through school and community performances and recitals venues located in the community.**

Cultural Arts Master Plan **Strand 3**. The Livermore Valley Opera recitals at the Main Library at Civic Center reaches into the community. Elementary school opera performances make opera more accessible to the youth of the Livermore elementary public schools. Livermore Valley Opera, in its mission statement, and in its *Education and Community Engagement Program*, insures the visibility and vitality of opera for students in the Livermore elementary, middle and high schools, and residents in senior residents facility, and at the Civic Center Library for all residents. LVO creates a sense of community and life-long learning with publicly accessible opportunities for all Livermore residents to attend.
Cultural Arts Master Plan **Strand 3 is met through school and community opera performances and recitals creating a sense of community and life-long learning**.

Cultural Arts Master Plan **Strand 4**: Livermore Valley Opera provides this education and community engagement program entirely free. As such, LVO provides a long-term, sustainable opera performing arts resource that support the City's arts and culture community for all residents.
Cultural Arts Master Plan **Strand 4 is met through school and community opera performances and recitals providing a long-term, sustainable opera experience for students and residents.**

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Attachment E

Partnership with community organizations, but with no financial support, because the performances and recitals are free, are listed in #1:

Elementary Schools –
Altamont Creek Elementary School
Arroyo Seco Elementary School
Emma C. Smith Elementary School
Jackson Avenue Elementary School
Joe Michell Elementary School
Junction Avenue Elementary School
Lawrence Elementary School
Leo R. Croce Elementary School
Marylin Avenue Elementary School
Rancho Las Positas Elementary School
Sunset Elementary School

Middle and High Schools –
William Mendenhall Middle School
Andrew N. Christensen Middle School
Avenue Middle School
Granada High School
Livermore High School

Community College
Las Positas Community College

Senior Community –
Heritage Estate Senior Living

Library –
Civic Center Library (Main) Rooms A and B

Financial support for the Livermore Valley Opera's *Education and Community Engagement Program* is funded by contributions from all LVO board members in the amount of $8,420, and a $2,630 grant from Tri Valley Nonprofit Alliance. This application seeks $10,000 grant to Close the budget gap.

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***** Documents from this point forward were received on 9/8/2025 in response to a staff request.**

Docusign Envelope ID: F4F7E90C-C721-44BC-8527-14F81D5A051B

From: **Allen McFarland** aemcfarland@livermoreca.gov
Subject: Project and Program Grant Application Missing Items
Date: September 8, 2025 at 12:32 PM
To: [redacted]
Cc: [redacted] Leng Kutil lnkutil@livermoreca.gov

AM

Good afternoon Pamela,

Per our discussion, below is a list of items missing from your application packet that need to be turned in to us ASAP as part of your application consideration– the first ad-hoc committee review of these items is scheduled for tomorrow, Tuesday, September 9, 2025:

- ✓ Completed Application Checklist
- 2 Signed Organizational Summary
- ✓3 List of Current Officers and Board Members with their Term of Office ✓
- ✓4 If you are a 501(c)(3), a Copy of your 501(c)(3) Determination Letter from IRS
- 5 List of Key Project Individuals, Including Principal Artists and Project Managers, with a very brief Job Description (e.g., a Self-Explanatory Job Title) for Each
- ✓6 Resumes/Biographies of Key Project Individuals, Generally One Page Each
- ✓7 Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available
- 8 Up to four recent press reviews or articles, or similar independently generated published materials, if available. (Note: Calendar listings are not suitable.)

If for some reason, you do not have any of these items or are electing not to submit them, please let me know.

Thanks,

Allen McFarland
Management Analyst II | Library Services Department
925-373-5527
City of Livermore | www.Library.LivermoreCA.gov

CITY OF LIVERMORE CALIFORNIA
LIVERMORE PUBLIC LIBRARY

Facebook | X | Instagram | YouTube

Book time to meet with me

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LIVERMORE
CALIFORNIA

Project & Program Grant

City of Livermore
Office of Innovation & Economic Development
Commission for the Arts

Application Form, Instructions, and Checklist

Applications are due on March 1 and September 1 each year

Completed grant applications must be:

- Delivered (in person or by commercial service such as FedEx, UPS, etc.) to the Office of Innovation & Economic Development c/o Commission for the Arts by 5 p.m. on March 1 and September 1, or
- Sent First Class or Priority Mail by the US Postal Service to be received at the City no later than March 1 and September 1.

Send or deliver applications to:

City of Livermore
Office of Innovation & Economic Development
Staff Liaison for the Commission for the Arts
1052 South Livermore Avenue
Livermore, CA 94550

This packet contains the Application Checklist and instructions for completing the application.

Docusign Envelope ID: F4F7E90C-C721-44BC-8527-14F81D5A051B

2. Start Date and End Date

Start Date: **September 1, 2025**

End Date: **June 30, 2026**

Docusign Envelope ID: F4F7E90C-C721-44BC-8527-14F81D5A051B

Applicant Name: **LIVERMORE VALLEY OPERA**

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

- ☑ 1. Application Checklist (this page).
- ☑ 2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?
- ☑ 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.
- ☑ 4. If you are an organization, submit a list of current officers and Board members with their term of office.
- ☑ 5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.
- ☑ 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.
- ☑ 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.
- ☑ 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.
- ☑ 9. Resumes/biographies of key project individuals, generally one page each.
- ☑ 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.
- ☑ 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)
- ☑ 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.
2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.
3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

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Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Authorized Officer's Signature: Date: August 22, 2025

Jonathan Kleid
Print Name of Officer signing this form

PRESIDENT
Title of Officer signing this form

- or -

If applicant is an individual artist: NA

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Artists Signature Date

Print name of Artist signing this form

Docusign Envelope ID: F4F7E90C-C721-44BC-8527-14F81D5A051B

Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or **September 1**

Submission Date: **August 22, 2025**

Amount of Grant Request: **$10,000** Total Project Budget: **$21,050**

Applicant/Organization: **Livermore Valley Opera**

Applicant/Organization's Address: [redacted]

Applicant/Organization's Web site: **www.LivermoreValleyOpera**

Preparer's Name & Title: **Pamela Rigg, Education & Community Engagement Program Director**

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): [redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Opera: Reduction performance for elementary schools, master cases for middle & high schools, master class for community college, senior resident & library performances.

Briefly describe the project or program for which support is requested:

Opera reduction performance for elementary schools, master cases for middle & high schools, master class for community college, senior resident & library performances.

Number of people intended to reach: Audience**: 5,500**
Participants: 10 – 12 students at each of 10 performance.

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: **January 21, 2026**
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: **June 30, 2026**

Docusign Envelope ID: F4F7E90C-C721-44BC-8527-14F81D5A051B

Application Form - Project & Program Grants

If needed, please use additional paper for this section.

1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

   As stated in the Livermore Valley Opera By-Laws:
   "The mission of Livermore Valley Opera (LVO) is to enrich our community by producing world class operas and fostering the careers of professional opera singers. LVO encourage a wider appreciation of opera and the associated* arts *through community outreach and educational programs for youth in schools."

   See Attachment A: Livermore Valley Opera By-Laws

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

   Livermore Valley Opera's *Education and Community Engagement Program* has served the City of Livermore since the opera company's formation in1992 with in-school opera performances and opera/singing master classes, and library and senior community opera recital engagements. The proposed project is both a continuation and an expansion of our ongoing education and community engagement program for free.

   See Attachment B: Financial Details

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

   The requested grant will be used in the implementation of the project with the payment to the performers: opera reduction performance at elementary schools and rehearsal time ($15,000 + $2,250), master classes at middle and high schools ($750), master class at community college ($150.), senior residential facility ($1,200), and library ($800). Performer expenses represent 93% of budget. The remaining $1400 Is for studio rehearsal studio, costumes, props, and printed materials & mailing for teachers. No administration costs are reflected in the Program budget. The Director of Education and Community Engagement is a volunteer position.

   See Attachment C: Financial Details.

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, arts Alive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

   See Attachment D: *Cultural Arts Master Plan* and
   Livermore Valley Opera's *Community Engagement Program*

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.

Docusign Envelope ID: F4F7E90C-C721-44BC-8527-14F81D5A051B

Partnership with community organizations, but with no financial support because the performances and recitals are free, are listed in #1.

See Attachment E: Community Organizations Articulation

Docusign Envelope ID: F4F7E90C-C721-44BC-8527-14F81D5A051B

Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$ 0	
Tuition/Workshop fees	$ 0	
Other:	$ 0	
Subtotal: Earned Revenue	$ 0	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$ 8,850	$	$8,850
Grants *(Foundations/Government other than City)*	$ 2,500	$	$2,500
City of Livermore *(other than this grant request)*	$ 0	$	$0
Other:	$ 0	$	$0
Subtotal: Contributed Income	$ 11,350	$	$

Project & Program Grant Amount Requested	$10,000
Total Project Support (Revenue + Income + Grant)	$ 21,350

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	Amount	Notes
Artistic	$19,950	Singers (4) & piano accompanist (1) $750/performance x 20 performances Elementary School $15,500 +Rehearsals (3) $ 2,050 Senior Center (2) $ 1,500 Middle School (1) $ 750
Production	$ 0	
Administrative	$ 0	
Other: *(describe in Notes)*	$	
Subtotal: Personnel	$19,800	

General	Amount	Notes
Venue Rental	$ 150	Boswell Center rehearsal rental (3 days)
Materials and Supplies	$1,250	Elementary school production: costumes, props, printed materials for teachers
Marketing and Promotion	$ 150	
Transportation	$ 0	
Insurance	$ 0	Free rider to main LVO insurance policy
Other: *(describe in Notes)*	$ 0	
Subtotal: General	$ 1,300	

Total Project Expenses (Personnel + General)	$21,350
Project Surplus (Loss) (*Total Support minus Total Expense*)	$ 0

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

Docusign Envelope ID: F4F7E90C-C721-44BC-8527-14F81D5A051B

Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line-item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
Board of Director Donations	**Cash contributions**	**$8,850**
		$
		$
		$
		$
		$

Requested Grant Amount: **$10,000.**

Cash Match Amount: **$11,350**

In-kind Match Amount: **$ 0**

Docusign Envelope ID: F4F7E90C-C721-44BC-8527-14F81D5A051B

4. Livermore Valley Opera Board of Directors

- Jonathan Kleid [redacted]
  President

  Term of Office: 2025 - 2028

- Sonya Sheffield [redacted]
  Secretary

  Term of Office: 2025 - 2028

- Bonnie Schmidt [redacted]
  Treasurer

  Term of Office: 2024 - 2027

- Raquel Holt [redacted]

  Terms of office: 2024 - 2027

- Alexander Katsman [redacted]

  Ex Officio

- Monica Kulander [redacted]

  Terms of office: 2025 - 2028

- Barbara Lymberis [redacted]

  Terms of office: 2024 - 2027

- Erie Mills [redacted]

  Ex Officio

- Pamela Rigg [redacted]

  Terms of office: 2025 - 2028

- Jim Schmidt [redacted]

  Terms of office: 2024 - 2027

- Kathlene Tabet [redacted]

  Terms of office: 2025 - 2028

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(2)

INTERNAL REVENUE SERVICE
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DEPARTMENT OF THE TREASURY

Date: JUL 17 2001

LIVERMORE VALLEY OPERA
[redacted]

Employer Identification Number: [redacted]
DLN: [redacted]
Contact Person:
DAVID V SCIAN
Contact Telephone Number: [redacted]
ID# [redacted]
Our Letter Dated:
March 1994
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

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9. Resumes of key project individuals

A. Erie Mills, Artistic Director

B. Pamela Rigg, Director
Education and Community Engagement Program

C. Andrew Thomas Pardini, Baritone

D. Chester Pidduck, Tenor

E. Olivia Prendergast, Soprano

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Erie Mills, Artistic Director, Livermore Valley Opera

2016 - present

Education:
College of Wooster , Wooster, OH
B.A. Music – Vocal Performance

University of Illinois – Urbana-Champaign
M.A. Music – Vocal Performance

College of Wooster , Wooster, OH
Honorary Doctorate in Music

Awards:

Houston Opera Studio Recipient
Richard Tucker Foundation Grant
Distinguished Alumni Award from the College of Wooster

Opera Performance Venues: Metropolitan Opera, New York ; Teatro alla Scala, Milan, Italy ; Vienna Opera, Germany;

Symphony Concert Performance Venues: Chicago Symphony, Philadelphia Symphony, St. Louis Symphony, Cleveland Symphony, Boston Symphony, Los Angeles Symphony, San Francisco Symphony, the St. Paul Chamber Orchestra, and the VARA Radio Orchestra at the Concertgebouw in Amsterdam.

Recitalist: Soloist and Chamber Music

Chamber Music Society of Lincoln Center, Bravo Colorado Music Festival, Music from Angel Fire, and at St. John's Smith Square in London.

Recordings:

RCA's Sondheim's *Follies*, New World Records' Grammy award-winning *Candide*, and her solo CD of American song "Always il's Spring" from VAI.

University and Opera Company Positions:

San José State University, Full Professor of Music.

Principal English Diction Coach for Opera Theatre of St. Louis, Metropolitan Opera, Santa Fe Opera, and Opera Philadelphia.

Adjudicates at the Metropolitan Opera National Council auditions and for the National Association of Teachers of Singing.

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Pamela Zell Rigg, Ph.D.

Director, Education and Community Engagement Program

Education:

New York University
English Literature
B.A.

New York University
Education
M.A., 1969

University of Arizona
Educational Psychology
M.A., 1972

University of California, Berkeley
Math, Science and Technology Education
Ph.D.,1990

American Montessori Society Early Childhood Montessori Teacher Credential

American Montessori Society Elementary I Montessori Teacher Credential

American Montessori Society Infant and Toddler Montessori Teacher Credential

State Teaching Credentials: New York, Arizona, California

Publication:

The Magic Flute Reduction for Student Performance

Professional Associations:

Asian Museum of San Francisco, Member
Fine Art Museums of San Francisco, Member
Livermore Valley Opera, Board Member
Merola Opera Program, Board Member
OperaAmerica, Ambassador & Trustee
San Francisco Conservatory of Music, Board Member
San Francisco Opera, Member

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ANDREW THOMAS PARDINI

BARITONE



[redacted]

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ANDREW THOMAS PARDINI

BARITONE

Extolled by The Baltimore Sun for his "robust work" and DC Metro Theater Arts for "a heart-stopping, high voltage bass-baritone voice," Andrew Thomas Pardini continues to win audiences with his vibrant tone and thrilling character portrayals. Pardini is a Tenured Member of the Regular Chorus with San Francisco Opera, where he made his company debut as part of its 2022-2023 Centennial Season. Past roles at San Francisco Opera include Flora's Servant/La traviata, The Imperial Commissioner/Madame Butterfly and Reporter/The (R)evolution of Steve Jobs.

Upcoming engagements include company debuts with Livermore Valley Opera as Papageno/The Magic Flute Outreach, a special appearance with Opera Modesto as Baritone Soloist/The Good, The Bad & The Loverly: A Valentine Concert, and company and role debuts with Lakeside Concert Series SF as Bass Soloist/Mozart Requiem, as well as a return to San Francisco Opera for its 2024-2025 Season. Earlier this season, Pardini made his company and role debuts with Livermore Valley Opera as Sciarrone/Tosca, a homecoming appearance with Opera Modesto as Baritone Soloist/40th Anniversary Gala, and company debut with San Francisco Opera Guild's Opera Together as Marcello/La bohème

Pardini made his company and European debuts at Berkeley Community Chorus & Orchestra as part of its 2018-2019 Season, where he performed the Baritone Soloist/Ein deutsches Requiem at such venues as Hertz Hall (Berkeley, USA), Alexela Kontserdimaja (Tallinn, Estonia), Rīgas Doms (Riga, Latvia), and Konserthuset Stockholm (Stockholm, Sweden). Other recent engagements include company debuts as Schaunard/La bohème at Opera North, company and role debuts as Dr. Falke/Die Fledermaus and Dancaïre & Escamillo (Cover)/Carmen at Opera Orlando, company debuts as Schaunard/La bohème at Gulfshore Opera, company and role debuts as Nils Krogstad at Voice Afire Opera-Cabaret in the World Premiere of Raymond Luedeke's A Doll's House, role debut as Edmund Bertram/Mansfield Park at Opera Modesto, role debut as The Pirate King/The Pirates of Penzance at Winter Opera Saint Louis, role debut as Silvio/Pagliacci at Salt Marsh Opera, company debuts as Schaunard/La bohème at The Festival of the Atlantic and Salt Marsh Opera, company and role debuts as Tobia Mill/La cambiale di matrimonio and Der dritte Edle & Telramund (Cover)/Lohengrin at Opera Southwest, company debut as Peter/Hänsel und Gretel at Bar Harbor Music Festival, role debut as Emperor Overall/The Emperor of Atlantis at IN Series, role debuts as Marco/Gianni Schicchi and Buoso's Ghost at OperaDelaware, company and role debuts as Zurga/Les pêcheurs de perles at Winter Opera Saint Louis, company debut as Bass Soloist/Messiah at Bach In Baltimore, company and role debuts as Baritone Soloist/Ein deutsches Requiem at Crescent Choral Society, as well as company and role debuts as Albert/Werther at Baltimore Concert Opera and OperaDelaware.

Priding himself as a champion of contemporary works, Pardini relishes the opportunity to be a part of the creative and developmental process, garnering acclaim for his striking interpretations. Pardini joined good friend and composer, Joshua Rush Barnett, as the Baritone Soloist for the premiere of his epic Civil War masterwork, Valley Echoes. He originated the role of Andreas Baader in The Last Act of Revolution, the inaugural operatic undertaking of composer, Evan Meier, and librettist, Lucas Richmond, and also created the role of Navarro in the Los Angeles debut of David Conte and Oliver Mayer's racially-charged opera, America Tropical. The realm of vocal competition has propelled Pardini's burgeoning career, helping him to capture a loyal following of supporters. Foremost among his many successes, Pardini won Second Place in the 2015 Michael Ballam Concorso Lirico International Vocal Competition, as well as being a Finalist in both the 2017 Gerda Lissner Foundation Lieder/Song Vocal Competition and 2014 Partners for the Arts Vocal Awards Competition, and the recipient of an Encouragement Award in the 2012 Metropolitan Opera National Council Auditions – Pittsburgh District.

Pardini has honed his craft at a number of Young Artist Programs and training institutes throughout the United States, the most notable being Opera North Resident Artist Program, Opera Orlando Studio Artist Program, Opera Southwest Apprentice Artist Program, Opera Maine Studio Artist Program, The Atlanta Opera Studio Artist Program, The Crested Butte Music Festival Opera Studio, Dayton Opera Artists-In-Residence Program, Bay Area Summer Opera Theater Institute, and OperaWorks.

Pardini holds a Master of Music degree in Opera Performance from the University of Maryland – Maryland Opera Studio, under the tutelage of Dominic Cossa and François Loup, and a Bachelor of Music degree in Vocal Performance from the University of Southern California – Thornton School of Music, studying with Gary Glaze. Prior to university, Pardini spent his earliest years as the student of Erik "Buck" Townsend, who reared him from boy soprano to "baby baritone," imbuing him with a passion and reverence for singing and performing. Pardini dedicates his every artistic pursuit, with love and admiration, to his voice teacher and mentor.

A native of Modesto, California, Pardini is based in the San Francisco Bay Area. For more information, please visit www.andrewthomaspardini.com.

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ANDREW THOMAS PARDINI

BARITONE

SELECT COMPLETE ROLES

Bass Soloist	*Mozart Requiem*	Lakeside Concert Series SF	2024
Papageno	*The Magic Flute Outreach*	Livermore Valley Opera	2024
Reporter	*The (R)evolution of Steve Jobs*	San Francisco Opera	2023
The Imperial Commissioner	*Madame Butterfly*	San Francisco Opera	2023
Sciarrone	*Tosca*	Livermore Valley Opera	2023
Flora's Servant	*La traviata*	San Francisco Opera	2022
Regular Chorus	*2022-2023 Centennial Season*	San Francisco Opera	2022-2023
Giuseppe Palmieri	*The Gondoliers*	Winter Opera Saint Louis	2022
Schaunard	*La bohème*	Opera North	2021
Dancaïre/Escamillo ©	*Carmen*	Opera Orlando	2021
Schaunard	*La bohème*	Gulfshore Opera	2021
Dr. Falke	*Die Fledermaus*	Opera Orlando	2020
Nils Krogstad	*A Doll's House*	Voice Afire Opera-Cabaret	2020
Edmund Bertram	*Mansfield Park*	Opera Modesto	2020
The Pirate King	*The Pirates of Penzance*	Winter Opera Saint Louis	2019
Silvio	*Pagliacci*	Salt Marsh Opera	2019
Der dritte Edle/Telramund ©	*Lohengrin*	Opera Southwest	2019
Tobia Mill	*La cambiale di matrimonio*	Opera Southwest	2019
Schaunard	*La bohème*	Salt Marsh Opera	2018
Emperor Overall	*The Emperor of Atlantis*	IN Series	2018
Zurga	*Les pêcheurs de perles*	Winter Opera Saint Louis	2018

AWARDS AND HONORS

Finalist	The Gerda Lissner Foundation Lieder/Song Vocal Competition – NY, NY	2017
Finalist	Partners for the Arts Vocal Awards Competition – Alexandria, VA	2014
Encouragement Award	Metropolitan Opera National Council Auditions – Pittsburgh, PA	2012

YOUNG ARTIST PROGRAMS AND EDUCATION

Resident Artist	Opera North Resident Artist Program – Lebanon, NH	2021
Studio Artist	Opera Orlando Studio Artist Program – Orlando, FL	2020-2021
Apprentice Artist	Opera Southwest Apprentice Artist Program – Albuquerque, NM	2019
Studio Artist	Opera Maine Studio Artist Program – Portland, ME	2017
Studio Baritone	The Atlanta Opera Studio Artist Program – Atlanta, GA	2016-2017
Studio Artist	The Crested Butte Music Festival Opera Studio – Crested Butte, CO	2016
Resident Baritone	Dayton Opera Artists-In-Residence Program – Dayton, OH	2015-2016
Festival Artist	Utah Festival Opera & Musical Theatre Festival Artist Program – Logan, UT	2015

SPECIAL SKILLS Suzuki Method Violin Instruction (14 Years)/Piano Instruction (3 Years)/Dance and Feldenkrais Method Movement Instruction (2 Years)/Acting, Improvisation, and Shakespeare Instruction (2 Years)/Stage Combat Instruction (1 Year)

COACHES

Lynn Baker
Lisa Hasson
Brian Holman
Rachelle Jonck
Kevin Korth
Justina Lee
E. Loren Meeker
Rolando Salazar
Dan Franklin Smith
Howard Watkins

CONDUCTORS

Michael Christie
Simon Holt
Alexander Katsman
John Keene
Eun Sun Kim
Timothy Long
Stephen Lord
Ming Luke
Ryan Murray
Jeffrey Thomas

DIRECTORS

Ken Cazan
Shawna Lucey
Leon Major
Kevin Newbury
Nick Olcott
Miroku Shimada
Josh Shaw
John Stephens
Dona D. Vaughn
Tomer Zvulun

TEACHERS

Fabrizio Corona
Dominic Cossa
Gary Glaze
François Loup
Mark Nicolson
Ron Raines
Alan L. Smith
Erik Buck Townsend
Joseph Wiggett
Don Wiggins

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ANDREW THOMAS PARDINI

BARITONE

OPERA REPERTOIRE

Argento
A Man with a Shoe Sample Kit/Second Puppet – Postcard from Morocco
Orlick/Pumblechook – Miss Havisham's Fire

Bizet
Zurga – Les pêcheurs de perles
Escamillo/Zuniga/Moralès/Dancairo – Carmen

Bernstein
Sam – Trouble in Tahiti

Britten
Demetrius – A Midsummer Night's Dream

Ching
Gianni Schicchi/Marco – Buoso's Ghost

Conte
Navarro – America Tropical

Copland
Top – The Tender Land

Donizetti
Belcore – L'elisir d'amore
Lord Enrico Ashton – Lucia di Lammermoor
Dottor Malatesta/Un Notaro – Don Pasquale

Dove
Edmund Bertram – Mansfield Park

Gounod
Valentin – Faust

Heggie
Joseph De Rocher/First Prison Guard/A Motor Cop – Dead Man Walking
Charlie – Three Decembers
Starbuck – Moby Dick

Humperdinck
Peter – Hänsel und Gretel

Kupferman
Kit Raccoon – In A Garden

Leoncavallo
Tonio/Silvio – Pagliacci

Luedeke
Nils Krogstad – A Doll's House

Mascagni
Alfio – Cavalleria rusticana

Massenet
Albert – Werther

Meier
Andreas Baader – The Last Act of Revolution

Menotti
Il marito – Amelia al ballo
King Melchior – Amahl and the Night Visitors

Mozart
Colas – Bastien und Bastienne
Figaro/Il Conte di Almaviva – Le nozze di Figaro
Don Giovanni/Leporello – Don Giovanni
Guglielmo – Così fan tutte
Papageno/Sprecher/Zweiter geharnischter Mann – Die Zauberflöte

Perera
Fritz – S

Perla
Jim Crowley/FBI Agent – An American Dream

Puts
Lieutenant Audebert/William Dale – Silent Night

Proto
Reporter #3 – Shadowboxer

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ANDREW THOMAS PARDINI

BARITONE

OPERA REPERTOIRE (CONT.)

Puccini
Marcello/Schaunard – La bohème
Scarpia/Sciarrone - Tosca
Sharpless/Il Principe Yamadori/Il Commissario
Imperiale – Madama Butterfly
Michele – Il tabarro
Gianni Schicchi/Marco – Gianni Schicchi

Purcell
Aeneas – Dido and Aeneas

Rossini
Tobia Mill – La cambiale di matrimonio
Figaro – Il barbiere di Siviglia
Dandini/Alidoro – La Cenerentola
Lord Sidney – Il viaggio a Reims

R. Strauss
Harlekin – Ariadne auf Naxos

Susa
Don Perlimplín – The Love of Don Perlimplín

Tchaikovsky
Eugene Onegin – Eugene Onegin
Duke Robert – Iolanta

Ullmann
Kaiser Overall – Der Kaiser von Atlantis

Verdi
Rigoletto/Monterone/Marullo – Rigoletto
Giorgio Germont/Marchese d'Obigny – La traviata
Renato/Samuel – Un ballo in maschera
Rodrigo – Don Carlo
Iago/Montano/Un Araldo – Otello
Ford – Falstaff

Wagner
Friedrich/Brighella – Das Liebesverbot
Wolfram von Eschenbach – Tannhäuser
Friedrich von Telramund/Der dritte Edle – Lohengrin

OPERETTA & MUSICAL THEATRE REPERTOIRE

Bock
Tevye/Perchik – Fiddler on the Roof

Flaherty
Father/Tateh – Ragtime

Hollmann
Caldwell B. Cladwell – Urinetown

Leigh
Don Quixote – Man of La Mancha

Lloyd Webber
The Phantom of the Opera – The Phantom of the Opera

Loesser
Tony Esposito/Joe – The Most Happy Fella
J.B. Biggley/Bud Frump/Toynbee – How to Succeed in Business Without Really Trying

Loewe
Tommy Albright – Brigadoon
Henry Higgins – My Fair Lady
King Arthur/Sir Lancelot – Camelot

Menken
Beast/Prince – Beauty and the Beast

Porter
Fred Graham/Petruchio – Kiss Me, Kate

Rodgers
Curly/Jud Fry – Oklahoma!
Billy Bigelow/Jigger Craigin – Carousel
Emile de Becque – South Pacific
Captain Georg von Trapp – The Sound of Music

Sondheim
Ct. Carl-Magnus Malcolm – A Little Night Music
Sweeney Todd/Judge Turpin – Sweeney Todd

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ANDREW THOMAS PARDINI

BARITONE

OPERETTA & MUSICAL THEATRE REPERTOIRE (CONT.)

J. Strauss
Dr. Falke – Die Fledermaus

Sullivan
Sir Joseph Porter – H.M.S. Pinafore
The Pirate King – The Pirates of Penzance
Ko-Ko/Pooh-Bah/Pish-Tush – The Mikado
Lt. Cholmondeley – The Yeomen of the Guard
Giuseppe Palmieri – The Gondoliers

Schönberg
Javert – Les Misérables

Wilson
Prof. Harold Hill – The Music Man

CONCERT & ORATORIO REPERTOIRE

J.S. Bach
Ich habe genug, BWV 82
Schweigt stille, plaudertt nicht, BWV 211
Bauernkantate, BWV 212

P.D.Q. Bach/Schikele
The Seasonings

Barber
Dover Beach, Op. 3

Barnett
Valley Echoes

Beethoven
Symphony No. 9, Op. 125

Brahms
Ein deutsches Requiem, Op. 45

Britten
War Requiem, Op. 66

Duruflé
Requiem, Op. 9

Fauré
Requiem, Op. 48

Händel
Messiah, HWV 56
Alexander's Feast, HWV 75
O Praise the Lord with One Consent, HWV 254

Haydn
Die Schöpfung, Hob. XXI:2

Mendelssohn
Elijah, Op. 70, MWV A 25

Mozart
Requiem, K. 626

Orff
Carmina Burana

Verdi
Messa da Requiem

Weiser
Kata Markon: The Passion According to Mark

The aforementioned lists represent recommended roles and works in the artist's repertoire.
For a list of performed repertoire, please refer to the artist's résumé and biography included as part of the Press Kit materials.

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ANDREW THOMAS PARDINI

BARITONE

CHORUSES & ORCHESTRAS

American Festival Chorus
The Atlanta Opera Chorus
Baltimore Symphony Orchestra
Berkeley Community Chorus & Orchestra
Bach In Baltimore
Boston Lyric Opera Chorus
Crescent Choral Society
Dayton Philharmonic Orchestra
Handel Choir of Baltimore
Infotehnoloogia ja Telekommunikatsiooni Liit Segakoor
Inscape Chamber Orchestra
JVLMA Simfoniskais Orkestris
Latvijas Universitātes Kamerkoris DeCoro
McLean Youth Symphony
Modesto Symphony Orchestra
National Symphony Orchestra
Opera Philadelphia Chorus
Pärnu Linnaorkester
San Francisco Opera Regular Chorus
Schola Cantorum on Hudson
Södertälje Symfoniorkester
Stockholms Projektkör
Stockton Symphony
Symfoniorkestern Pro Musica
Tallinna Kammerkoor
Tallinna Tehnikaülikooli Kammerkoor
The Thirteen Chamber Choir
Utah Festival Opera & Musical Theatre Orchestra

THEATRES & OPERA HOUSES

The Atlanta Opera
Baltimore Center Stage
Baltimore Concert Opera
Bar Harbor Music Festival
Bay Area Summer Opera Theater Institute
Bel Cantanti Opera
Boston Lyric Opera
Charlottesville Opera
The Children's Opera
Columbia University MFA Theatre
The Crested Butte Music Festival
Dayton Opera
Fresno Grand Opera
Gulfshore Opera
Hawaii Performing Arts Festival
The Hub Opera Ensemble
Hubbard Hall Opera Theater
IN Series
Opera AACC
OperaDelaware
Opera Maine
Opera Modesto
Opera North
Opera on the Bluff
Opera Orlando
Opera Philadelphia
Opera Southwest
OperaWorks
Poor Richard's Opera
Salt Marsh Opera
San Francisco Opera
The Singers' Theatre of Washington
UrbanArias
Utah Festival Opera & Musical Theatre
The Victorian Lyric Opera Company
Voice Afire Opera-Cabaret
Winter Opera Saint Louis
Young Victorian Theatre Company

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ANDREW THOMAS PARDINI

BARITONE

REVIEWS

"Andrew Pardini played the money-grubbing father with vocal power, fast reflexes, and genuinely comic ferocity."

- Rick Walter, ABQ Arts

"Baritone Andrew Pardini brought compassion and virility to the role of the leader Zurga, handling the role and its vacillating emotions capably."

- Mark Bretz, Ladue News

"As Zurga Andrew Pardini has a clear and powerful voice that easily fills the hall…Mr. Pardini is splendid in his aria where he sings that, though the terrible storm has calmed, the turbulence in his heart remains."

- Steve Callahan, Broadway World

"Don Giovanni, sung by a fresh recruit, Andrew Thomas Pardini, who is endowed with a heart-stopping, high-voltage bass-baritone voice, is the charismatic evangelist who seduces women far and wide, pays for it with his life, but goes to Hell defiant, refusing to repent…After wandering in the wilderness, evangelist Giovanni, sung with rich timbre and nuanced color by bass-baritone Pardini, plunks down his worn suitcase in any small town U.S.A."

- Rosalind Lacy, DC Theatre Scene

"Over the last few years, the In Series has been able to hire better and better singers for productions like this one, creating an even greater value-added. At the top of the list in this production [was] bass-baritone Andrew Pardini as Don Giovanni…Mr. Pardini radiated a rough and ready with through his commanding vocal presence…"

- Terry Ponick, Communities Digital News

"Pardini's character certainly knows how to push buttons and gran an audience's attention…What Pardini does have, is an incredible booming voice. He also grows on you…slowly (but surely) becoming more powerful as the play progresses."

- Peter Freeman, DC Outlook

"The action swirls around Don Giovanni (Andrew Pardini). He has the range to play this charming villain and the charisma and vocal chops to pull of the preacher who draws everyone into his web. He starts the opera strong with "Canzonetta: The Bible Says" and his "Wonderful ladies, vino is flowing" is tricky and fun for both him and the six-person orchestra under the baton of Stanley Thurston."

- Jessica Vaughan, DC Metro Theater Arts

"As the sibling gondoliers who end up with wives and a possible kingdom, Logan Rucker (Marco) and Andrew Thomas Pardini (Giuseppe) do robust work."

- Tim Smith, The Baltimore Sun

"Andrew Pardini as Figaro was extremely charismatic and a boundless ball of energy. He provided some of the best moments of the evening as he schemed and charmed his way out of every new conflict occurring in the story and had the audience on his side from the first moments of the opera."

- Johnna Leary, BWW Opera World

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ANDREW THOMAS PARDINI

BARITONE

REVIEWS (CONT.)

"Andrew Pardini (Schaunard) fills the larger than life shoes of his character well and supports it with a vibrant baritone."

- Jessica Vaughan, DC Metro Theater Arts

"Andrew Pardini as Tamino's clumsy sidekick Papageno provides some much-needed comic relief through his skilled acting and singing. For example, in one of Pardini's arias, he is playing his magic glockenspiel and starts "strumming" the glockenspiel as if he were Elvis, complete with ending pose and all. The audience loved it."

- Tiffany Draut, DC Metro Theater Arts

"Of course, Andrew Pardini stole the show as Papageno – Schikaneder knew what he was doing. But not by flouncing around, rather by making a complete character – someone you felt you knew by the end of the opera."

- Keith Kibler, The Berkshire Review for the Arts

"Andrew Pardini's Papageno is a delight with his wonderful costume, comic antics and fine singing voice."

- Alex Brooks, The Eastwick Press

"Andrew Pardini as the bird-man Papageno is a charmer himself, funny and sweet, frightened and self-effacing, the classic weak sidekick."

- Cathy Dede, Glens Falls Chronicle

"[Pardini's] arias were strongly projected with solid phrasing and richly finished tones. Pardini did just enough in his feather costume to not be predictable or tire the capacity crowd with his antics."

- Geraldine Freedman, The Daily Gazette

"Of course the Prince has a comic side-kick, Papageno (Andrew Pardini), who is lazy and greedy and lusts for a "little wife," who he is eventually granted in the form of Papagena (C. Paige Porter)…Pardini is a delightful and rougish [sic] Papageno…"

- Gail Burns, Berkshire on Stage

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Chester Pidduck, Tenor

Education:

M.A. - Music, Indiana University, 2007
B.A. -I Spanish, Hendrix College, 1997
Il Globo, Florence, Italy. Italian grammar and conversation studies ,2010
L'Atelier9, Paris, France. French grammar and conversation studies, 2007
Middlebury College, German for Singers Program, 2003
Universidad de Salamanca, Spain). Diploma de Estudios Hispánicos, 1996

Opera Performance Venues and Roles:

Livermore Valley Opera

Lucia de Lammermore, Normanno

Tosca, Spoletta

San Francisco Opera – twenty solo roles

It's a Wonderful Life, .Mr. Martini 2008

Arabella, Zimmerkellner

La Boheme, Parpignol

Moby Dick, Nantucket Sailor

Opera San Jose

Barber of Sivialia, Almaviva

Mendocino Music Festival

Barber of Sivialia, Almaviva

West Bay Opera

The Elixir of Love, Nemorino

Opera San Luis Obispo

La Boheme, Rodolfo

San Francisco Symphony Orchestra

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Carmina Burana

St. Louis Symphony Orchestra.

Sacramento Choral Society and Orchestra
San Francisco Opera Guild

Metropolitan Opera

Awards: Young Artist Programs:

Glimmerglass Festival, Cooperstown, NY

Central City Opera, Central City, CO

Nashville Opera, Nashville, TN

Opera Colorado, Denver, CO

Sarasota Opera, Sarasota, FL

Docusign Envelope ID: F4F7E90C-C721-44BC-8527-14F81D5A051B



Olivia Prendergast

soprano

[redacted]

Opera:

Cleopatra (*cover, upcoming*)	**Giulio Cesare**	Opera Theatre of St. Louis	2024
Marie de'Medici (*cover, upcoming*)	**Galileo Galilei**	Opera Theatre of St. Louis	2024
Pamina *(upcoming)*	**The Magic Flute**	Livermore Valley Opera	2024
Lucia	**The Rape of Lucretia**	Merola Opera Program	2023
Margarita Xirgu	**Ainadamar**	Indiana University Opera Theater	2023
Erste Knabe	**Die Zauberflöte**	Merola Opera Program	2022
Papagena (*cover*)	**Die Zauberflöte**	Merola Opera Program	2022
Lisette	**La Rondine**	Indiana University Opera Theater	2022
Clorinda (*premiere*)	**A Royal Feast** by Michael Ching	Savannah VOICExperience Festival	2021
Romilda	**Xerxes**	Indiana University Opera Theater	2021
Adele	**Die Fledermaus**	Northwestern's MainStage Opera	2020
Lisa	**Dog Days**	Northwestern's MainStage Opera	2019
Bastienna	**Bastien and Bastienna**	Chicago South Loop Symphony	2019
Flora	**Turn of the Screw**	Northwestern's MainStage Opera	2019
The Sandman	**Hansel and Gretel**	Savannah VOICExperience Festival	2018

Concert Work:

poor hymnal *by David Lang (premiere, upcoming)*		The Crossing Choir with Donald Nally	2023
In Her Own Words: Joan of Arc Speaks *(chamber premiere)*	Joan of Arc	Graciela Carriqui (composer) Initiative	2023
Die Donnerode *by Telemann*	Soloist	Indiana's HPI Concentus Ensemble	2023
Nun komm, der Heiden Heiland, *BWV 61* *by J.S. Bach*	Soloist	Bloomington Bach Cantata Project	2023
Vesperae solennes de confessore *by Mozart*	Soloist	Indiana University Conductor's Choir	2022
"The Passion of Joan of Arc" *(new LIVE choral soundtrack for 1928 silent film)*		Bloomington Buskirk Theatre	2022
The Life and Death(s) of Alan Turing *(concert premiere)*	Soloist	Chicago Opera Theatre and Justine F. Chen	2019
Letters Made with Gold *by Shawn Jaeger*	Soloist	Northwestern Contemporary Ensemble	2019
Tehillim *by Steve Reich*	Soloist	Northwestern Contemporary Ensemble	2018

Competitions:

Laffont Competition Midwest Region 2nd Place Winner	2023
Laffont Competition Tennessee District Winner	2022
The American Pops Orchestra **NextGen Competition** Semifinalist	2022
Director's Award for the **James Toland Vocal Arts Competition**	2021
Laffont Competition Encouragement Award Tennessee District	2021
National Society of Arts and Letters Voice Competition Bloomington Chapter Larry Davis Memorial Award	2021

Coaches:	Directors:	Conductors:	Teachers:
Carrie-Ann Matheson	Jan Eßinger, Michael Shell	Kelly Kuo, Judith Yan,	Heidi Grant Murphy,
Kevin Murphy, Alan Darling	Crystal Manich, Gina Lapinski	Patrick Furrer, Dana Marsh	Deborah Birnbaum,
Jonathan Kelly, Howard Watkins	Joachim Schamberger	Donald Nally, Alan Pierson	Tim Noble, Karen Brunssen

Training and Education:

Festival Artist | *Merola Opera Program* (2022, 2023)
Solo Performer's Diploma | *Indiana University* (2023)
Master of Music | *Indiana University* (2022)
Festival Artist | *Savannah VOICExperience Festival* (2021)
B.M. in Vocal Performance and Arts Administration | *Northwestern University* (2020)

Skills:

- belting, mixed belting, straight tone singing; beginner ballet, swing, waltz and salsa
- musical theatre and straight experience (Ariel from *The Little Mermaid,* Eve from *Children of Eden, The Laramie Project, Little Women)*

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Attachment A

As stated in the Livermore Valley Opera By-Laws:
The mission of Livermore Valley Opera (LVO) is to enrich our community by producing world class operas and fostering the careers of professional opera singers. LVO encourage a wider appreciation of opera and the associated arts through community outreach and educational programs for youth in schools.

Livermore Valley Opera produces two operas with four performances each, during the opera season October through March, at its current residence at the Bankhead Theater. *Opera in the Vineyard* are concerts with four (4) opera singers and piano accompanist singing arias, duets, and quartets of popular opera and musical theater pieces, presented at local wineries once in June and once in August.

The proposed program, *Education and Community Engagement Program,* extends the main stage opera at the Bankhead Theater to existing community institutions: elementary, middle, and high schools, community college, senior resident community, and library.

The Program includes a reduction of a full opera presented at elementary schools once a year with four singers and piano accompaniment, master classes for middle and high school choruses once a year with one singer, opera recital at a senior community residence twice a year with three singers and piano accompanist, and an opera recital at the library once a year with four singers and piano accompanist.

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Attachment B

Livermore Valley Opera's *Education and Community Engagement Program* has served the City of Livermore since the opera company's formation in1992 with in-school opera performances and opera/singing master classes, and library and senior community opera recital engagements. The proposed project is both a continuation and an expansion of our ongoing education and community engagement **free** program.

1. a reduction of an opera presented at elementary schools once a year with four singers* and piano accompanist, 20 performances. 5 artists
2. master classes at middle and high school choruses once a year with one singer. 2 artists
3. opera recital at a senior community twice a year with two singers and piano accompanist, two performances. 3 artists
4. opera recital at the library once a year with four singers and piano accompanist, one performance. 5 artists

*This expansion from 2 singers to 4 singers for elementary school performances allows for major opera productions (though reduced in length) in which major singing roles are performed by the four singers with 12 students participating in the production.

Venues & Costs:

Elementary Schools – 20 performances – Total $18,650

5 artists @ $150/each is $750/performance @ 20 performances:	$15,000
5 artists @ $150/each is $750/rehearsal @ 3 rehearsals:	$2,250
Rehearsal studio rental @$50/rehearsal @ 3 rehearsals:	$ 150
4 artist costumes, student costumes, props & sets	$ 750
School support materials and postage	$ 500
Total Cost Elementary Schools	**$18,650**

Altamont Creek Elementary School
639 students (8/2025) – 2 performances

Arroyo Seco Elementary School
587 students (8/2025) – 2 performances

Emma C. Smith Elementary School
652 students (8/2025) – 2 performances

Docusign Envelope ID: F4F7E90C-C721-44BC-8527-14F81D5A051B

Jackson Avenue Elementary School
517 students (8/2025) – 2 performances

Joe Michell Elementary School
783 students (8/2025) – 2 performances

Junction Avenue Elementary School
861 students (8/2025) – 2 performances

Lawrence Elementary School
477 students (8/2025) – 1 performance

Leo R. Croce Elementary School
496 students (8/2025) – 2 performances

Marylin Avenue Elementary School
423 students (8/2025) – 1 performance

Rancho Las Positas Elementary School
597 students (8/2025) – 2 performances

Sunset Elementary School
753 students – 2 performances

6,785 elementary students

Middle and High Schools – 2 Master Classes

1 artist @ $150 is $150/master class x 2 master classes Total $300

William Mendenhall Middle School
883 students (8/2025) with 50 students attending – 1 master class

Andrew N. Christensen Middle School
612 students (8/2025) with 50 students attending – 1 master class

East Avenue Middle School
547 students (8/2025) with 50 students attending – 1 master class

Granada High School
1,157 students (8/2025) with 50 students attending – 1 master class

Livermore High School
1,803 students (8/2025) with 50 students attending – 1 master class

100 middle and high school studens seved

Docusign Envelope ID: F4F7E90C-C721-44BC-8527-14F81D5A051B

Community College – 1 Master Class

1 artist @ $150 **Total $150**

50 community college students served

Senior Community – 2 recitals

Three (3) singers & one (1) piano accompanist. @ $150/each is $600/recital x 2 recitals **Total $1,200**

Heritage Estate Senior Living
60 Residents – 2 recital performances.

Library – 1 Performance

5 artists @ $150/each is $750 **Total $750.00**

Civic Center Library – Meeting Rooms A & B
50 Attendees

Time Frame: August 1, 2025 – June 30, 2026

Funding: Total Program Costs - $21,050

60% Grants ($12,630) & 40% Private Donations ($8,420)

Performers: Bay Area Singers and Pianist on contract by performance

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Attachment C

The requested grant will be used in the implementation of the project with the payment to the performers: opera reduction performance at elementary schools and rehearsal time ($15,000 + $2,250), master classes at middle and high schools ($300), master class at community college ($150.), senior residential facility ($1,200), and library ($750). Performer expenses represent 93% of budget. The remaining $1400. Is for studio rehearsal studio, costumes, props, and printed materials & mailing for teachers.
No administration costs are reflected in the Program budget. The Director of Education and Community Engagement is a non-paid volunteer position.
See Attachment 2 for financial details.

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Attachment D

***Cultural Arts Master Plan* Strand 1** The Livermore Valley Opera performs two operas each season, one in October and one in March with four performances of each opera on Saturday evening and afternoon, and Sunday afternoons at the beautiful Bankhead Theater in the Livermore Cultural District, for which funding is **not** sought in this grant proposal. ***Cultural Arts Master Plan* Strand 1 is met through Bankhead performances.**

***Cultural Arts Master Plan* Strand 2**. The Livermore Valley Opera performances at the Bankhead Theater rarely reaches 60% which is typical in the opera industry, and being addressed by Livermore Commission for the Arts. Opera as a performing arts form reaches into the community and into the schools to make opera more accessible, and increasing the engagement the Livermore community. Livermore Valley Opera, in its mission statement, and in its *Education and Community Engagement Program*, insures the visibility and vitality of opera for students in the Livermore elementary, middle, and high schools, in senior residents facility, and at the Civic Center Library for all residents, and for which funding is being applied.
***Cultural Arts Master Plan* Strand 2 is met through school and community performances and recitals venues located in the community.**

***Cultural Arts Master Plan* Strand 3**. The Livermore Valley Opera recitals at the Main Library at Civic Center reaches into the community. Elementary school opera performances make opera more accessible to the youth of the Livermore elementary public schools. Livermore Valley Opera, in its mission statement, and in its *Education and Community Engagement Program*, insures the visibility and vitality of opera for students in the Livermore elementary, middle and high schools, and residents in senior residents facility, and at the Civic Center Library for all residents. LVO creates a sense of community and life-long learning with publicly accessible opportunities for all Livermore residents to attend.
***Cultural Arts Master Plan* Strand 3 is met through school and community opera performances and recitals creating a sense of community and life-long learning**.

***Cultural Arts Master Plan* Strand 4**: Livermore Valley Opera provides this education and community engagement program entirely free. As such, LVO provides a long-term, sustainable opera performing arts resource that support the City's arts and culture community for all residents.
***Cultural Arts Master Plan* Strand 4 is met through school and community opera performances and recitals providing a long-term, sustainable opera experience for students and residents.**

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Attachment E

Partnership with community organizations, but with no financial support, because the performances and recitals are free, are listed in #1:

Elementary Schools –
Altamont Creek Elementary School
Arroyo Seco Elementary School
Emma C. Smith Elementary School
Jackson Avenue Elementary School
Joe Michell Elementary School
Junction Avenue Elementary School
Lawrence Elementary School
Leo R. Croce Elementary School
Marylin Avenue Elementary School
Rancho Las Positas Elementary School
Sunset Elementary School

Middle and High Schools –
William Mendenhall Middle School
Andrew N. Christensen Middle School
Avenue Middle School
Granada High School
Livermore High School

Community College
Las Positas Community College

Senior Community –
Heritage Estate Senior Living

Library –
Civic Center Library (Main) Rooms A and B

Financial support for the Livermore Valley Opera's *Education and Community Engagement Program* is funded by contributions from all LVO board members in the amount of $8,420, and a $2,630 grant from Tri Valley Nonprofit Alliance. This application seeks $10,000 grant to Close the budget gap.

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EXHIBIT A

EXHIBIT E

App. Checklist

Org. Summer. Org. Chart

Description -

- Mission Statement

- List of current Off

? Terms of office

? 501c letter

Principal Addr + Mangers

Civic Centre Library - Admin Office

last on heft

today.

975 - 5527

Allan McFarland

EXHIBIT E

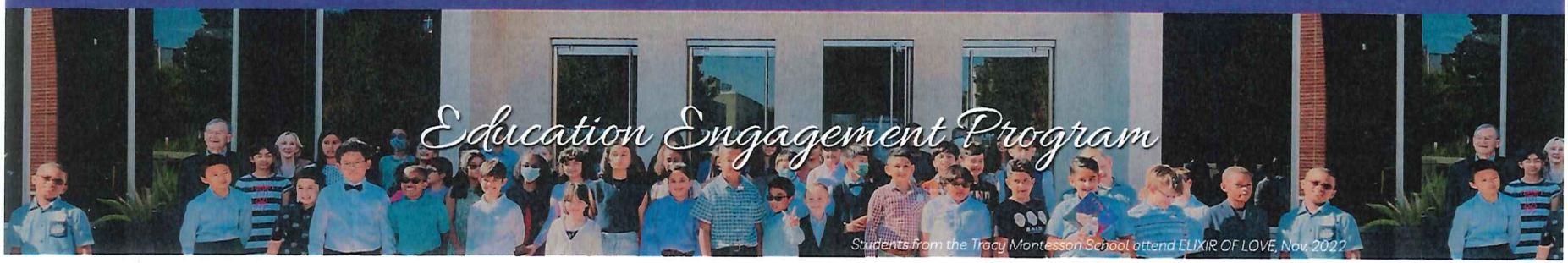
EXHIBIT A
Website & School Performance Locations

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SEASON 34 LIVERMORE VALLEY Opera

DONATE TICKETS

EVENTS VISIT PROGRAMS SUPPORT ABOUT CONTACT



Students from the Tracy Montessori School attend ELIXIR OF LOVE, Nov. 2022

LVOpera is committed to increasing student access to world-class live opera experiences while deepening students' engagement with the art form.

Elementary Schools:

LVOpera's **Education Engagement Program** reaches over 10,000 elementary school students annually by offering live opera performances to twenty Tri-Valley schools all presented free of charge. For the 2024/25 school year, Donizetti's enchanting ***The Elixir of Love*** elementary school performances will be held from **January 27 through February 7, 2025.** LVOpera will present a reduced 45-minute performance. To support these performances, LVOpera also provides links to free resources to guide both educators and students.

Library Performances 2025

Livermore Main Library	January 25, 2025	10:30 am to 11:30 am
Pleasanton Main Library	February 8, 2025	10:30 am to 11:30 am

Master Classes – Middle and High Schools:

Twice a year, an LVOpera artist conducts a 45-minute Master Class for middle and high school chorus students. During these sessions, students benefit from receiving professional coaching as well as honing their technical and performance skills, all held free of charge.

Master Classes – Community Colleges:

Twice a year, an LVOpera artist conducts a 45-minute Master Class for a group of community college music students. During these sessions, all held free of charge, students gain insight into the life of a performing artist and receive professional coaching to refine their performance skills.

Full Dress Rehearsal Performances:

Each Spring and Fall, LVOpera invites all Tri-Valley students to attend a full dress rehearsal of an opera performance at the Bankhead Theater. There is no charge for these students or any adult chaperones to attend these full dress rehearsal performances.

Note: For full opera performances, LVOpera offers a special ticket price of $25 for students ages 20 and younger and $45 for adults ages 21 to 40.

If you are interested in bringing Livermore Valley Opera's artists to perform or conduct a Master Class at your school, please contact **Dr. Pamela Rigg, Director of Education & Community Engagement Program.**

We look forward to sharing these enriching opera performances with your students!

Here are Links to Free Performance Resources for Elementary Students and Educators

- **Overview Letter to Educators**
- **Synopsis – *The Elixir of Love***
- **Classroom Discussion Questions for *The Elixir of Love***
- **Performance Guidelines for Educators – *The Elixir of Love***
- **Arias and Duets for *The Elixir of Love***
- **Opera Dictionary**



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EXHIBIT A

EXHIBIT E

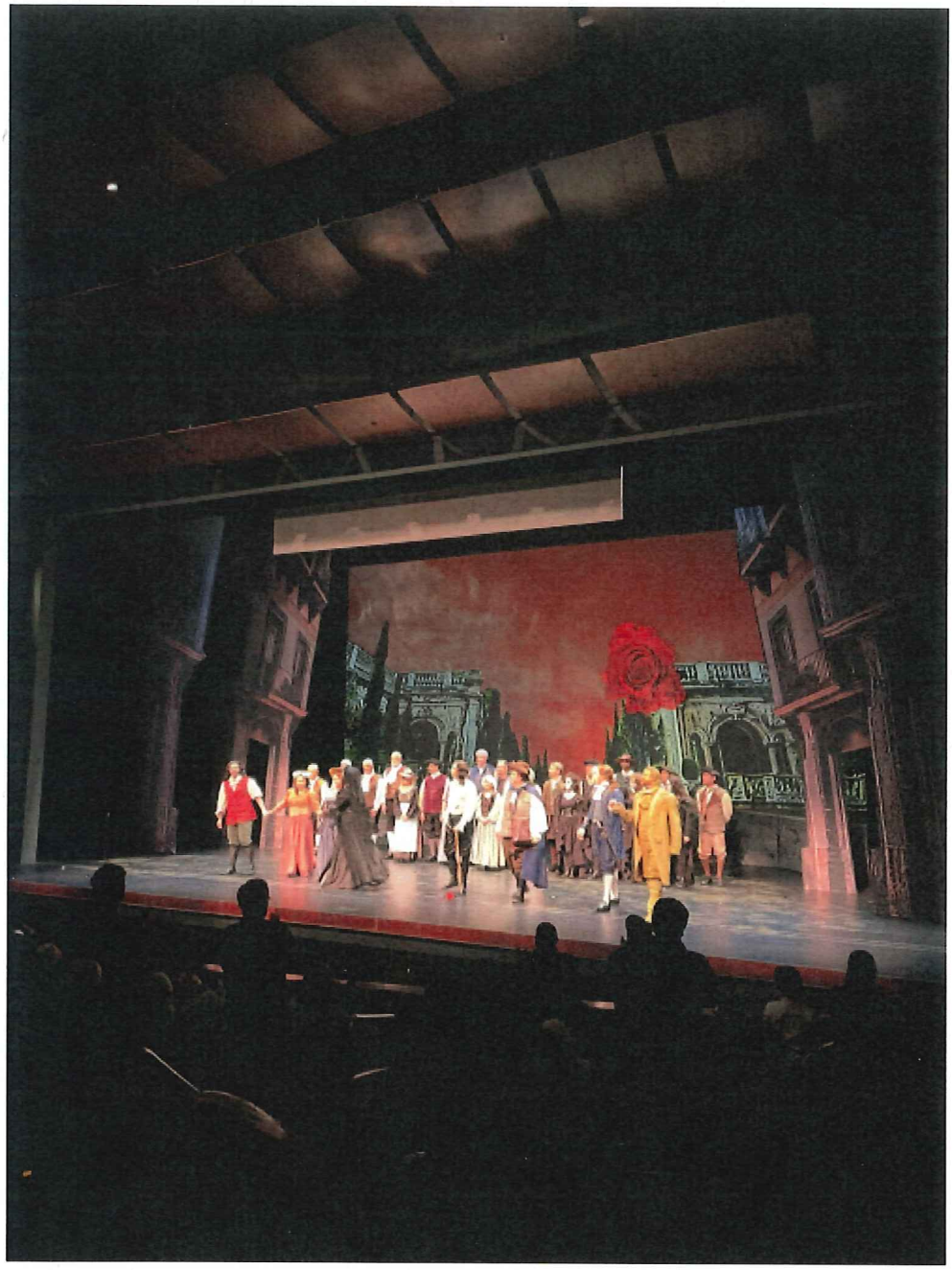
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Livermore Valley Opera

Don Giovanni at Livermore Valley Opera (https://operatattler.typepad.com/opera/2025/03/don-giovanni-livermore-valley-opera.html)

March 02, 2025 (https://operatattler.typepad.com/opera/2025/03/don-giovanni-livermore-valley-opera.html)



*** Notes ***

Livermore Valley Opera

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(https://operatattler.typepad.com/.a/6a00d834b4c13053ef02e860fb12f1200d-popup)
(https://livermorevalleyopera.com/)'s *Don Giovanni* (https://livermorevalleyopera.com/event/don-giovanni/) (Ovation pictured, photograph by author) opened last night at the Bankhead Theater. The opera is cast well and the production is very committed.

Robert Herriot's staging used video projections that featured monstrous roses in every scene. They seemed to have blood vessels and looked almost three-dimensional. The action all was well-motivated, the threats of violence seem very real. The Act I finale had pistols in it so that it made sense that Don Giovanni was able to be cornered and then his escape once he had gotten in control of weapons also was believable. The video projections and stripped down set made for easy scene changes.

Mozart leaves the orchestra exposed and every false start or intonation error was on full display under Maestro Alexander Katsman, especially since there are so few people in the pit. It was all very lively and certainly there was never a dull moment.

The three sopranos in the cast were all quite powerful singers. Meryl Dominguez has such a strong voice as Donna Anna. Cara Gabrielson has a sharper edge to her sound but this works well for Donna Elvira, who does seem somewhat hysterical. I was most partial to Phoebe Chee's Zerlina, she's sweet but also sassy, and has a nice rounded warmth.

Our leading man, baritone Titus Muzi III, embodies Don Giovanni beautifully, even though he hurt his right knee in rehearsal and had to use a cane for the prima. He moves well and looks quite dashing. His voice is not entirely resonant through his whole range. His Champagne aria felt rushed and not perfectly sparkling but his serenade in Act II was lovely.

Tenor David Walton was convincing as Don Ottavio, as was bass-baritone Samuel J. Weiser as Leporello. Walton sounded very pretty, while Weiser has a distinct vibrato. Bass-baritone Joseph Calzada made the most of his small role, his Masetto was charming. Best of all was bass Kirk Eichelberger, his Commendatore was commanding. His low notes are rich and full, and his last scene at dinner when he asks Don Giovanni to repent is terrifying.

***Tattling ***
There was a lot of talking during Act I and much crackling of plastic in Act II. At least no electronic noises were noted, and not too much coughing.

I was introduced to mezzo-soprano Frederica von Stade (https://imgartists.com/roster/frederica-von-stade/), who is the most famous resident of the city I live in. She liked my outfit and also shared a chocolate chip cookie with me. She was there for the Young Musicians Choral Orchestra (https://www.youngmusiciansco.org/), who performed in the lobby before the opera.

Posted at 10:58 AM in Don Giovanni (https://operatattler.typepad.com/opera/don_giovanni/), Livermore Valley Opera (https://operatattler.typepad.com/opera/livermore-valley-opera/), Opera Review (https://operatattler.typepad.com/opera/opera_review/) | Permalink (https://operatattler.typepad.com/opera/2025/03/don-giovanni-livermore-valley-opera.html) | Comments (0) (https://operatattler.typepad.com/opera/2025/03/don-giovanni-livermore-valley-opera.html#comments)

Reblog (0)

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La Fille du Régiment at Livermore Valley Opera (https://operatattler.typepad.com/opera/2024/10/fille-du-regiment-livermore-valley-opera.html)

October 06, 2024 (https://operatattler.typepad.com/opera/2024/10/fille-du-regiment-livermore-valley-opera.html)



*** Notes ***

Livermore Valley Opera

(https://operatattler.typepad.com/.a/6a00d834b4c13053ef02e860ecf905200d-popup)

(https://livermorevalleyopera.com/)'s *La fille du régiment* (https://livermorevalleyopera.com/event/daughter-of-regiment/) (Act I pictured with Véronique Filloux and Eugene Brancoveanu) ends today. The opera is extremely cute and this production has some fine singing.

Directed by Marc Jacobs, the staging is simple, with a video projected background and a few props. I enjoyed the rocks that became a bar, and also used as a set for some puppets reenacting Tonio saving Marie in Act I. In Act II there was the addition of pillars, chairs, a desk, and a piano, which garnered applause.

Maestro Alexander Katsman presided over the small orchestra. There isn't anywhere to hide, since there are so few players, and every mistake was obvious. The singers were most prominent, there are so many good singers in our region, and it was fun hearing them sing in this Donizetti opera that isn't performed as frequently as some others. The chorus is likewise tiny, but the singers kept themselves very much in unison.

Mezzo-soprano Lisa Chavez has a rich, deep voice that seems to rise from her feet. She's convincing as the Marquise de Birkenfeld. Baritone Eugene Brancoveanu is sympathetic as Sulpice, his sound is as robust as ever, very plush toned and pleasant. He's quite avuncular, which works well for this role.

Tenor Chris Mosz always seemed at ease as Tonio, those high notes were well within his reach. His vibrato is a touch wide and his timbre is slightly thin, but he did great with his difficult aria "Ah! mes amis, quel jour de fête!" Soprano Véronique Filloux was completely charming in the title role. Her Marie has a lot of sass and a beautiful resonant sound. Her French diction was extremely clear as well.

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***Tattling ***

The audience was quiet and no electronic noise was noted.

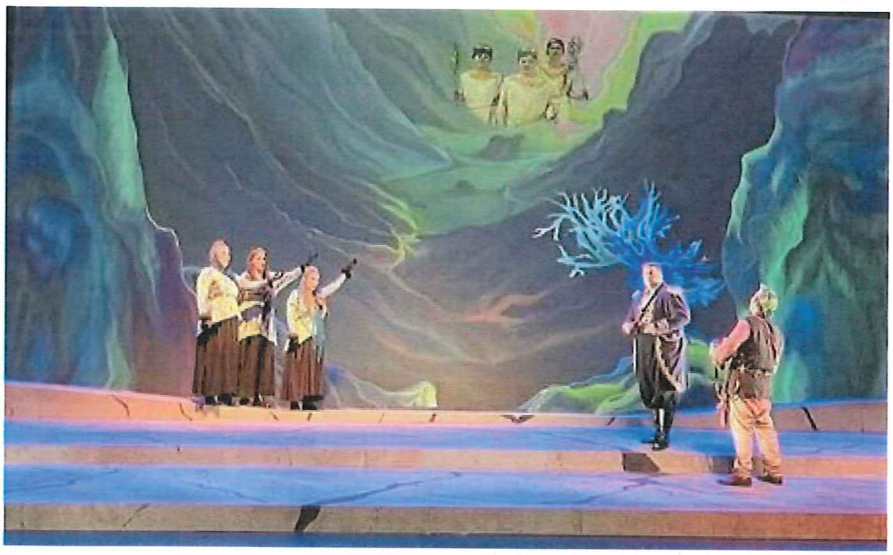
A Taste of Africa (https://livermorearts.org/events/taste-of-africa-6/) was happening in the plaza of the Bankhead Theater, so we could sometimes hear the performances a little when the music of the opera was quiet, but it was not that distracting.

Posted at 12:45 PM in La fille du régiment (https://operatattler.typepad.com/opera/la-fille-du-r%C3%A9giment/), Livermore Valley Opera (https://operatattler.typepad.com/opera/livermore-valley-opera/), Opera Review (https://operatattler.typepad.com/opera/opera_review/) | Permalink (https://operatattler.typepad.com/opera/2024/10/fille-du-regiment-livermore-valley-opera.html) | Comments (0) (https://operatattler.typepad.com/opera/2024/10/fille-du-regiment-livermore-valley-opera.html#comments)

Reblog (0)

The Magic Flute at Livermore Valley Opera (https://operatattler.typepad.com/opera/2024/03/magic-flute-livermore-valley-opera.html)

March 03, 2024 (https://operatattler.typepad.com/opera/2024/03/magic-flute-livermore-valley-opera.html)



*** Notes ***

Livermore Valley Opera

(https://operatattler.typepad.com/.a/6a00d834b4c13053ef02c8d3ac8e1c200b-popup)

(https://livermorevalleyopera.com/)'s *The Magic Flute* (https://livermorevalleyopera.com/event/the-magic-flute/) (Act I pictured with Liisa Davila, Megan Potter, Leandra Ramm, Victor Cardamone, and Alex DeSocio) opened last night with a delightful and well-characterized cast of singers.

The English-language production, directed by Yefim Maizel, is straightforward and the set is simple, a platform with three stairs and a background with video projections. There were also a pair of doors that came in to change the space. The backdrops that represented the outdoors looked more fairytale-inspired, while the interiors had more of a video game from the early nineties feel. The costumes were often draped and Grecian though Tamino and the Queen of the Night looked more like they were from Mozart's time.

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Alexander Katsman held the small orchestra together, though there certainly were times when the flute and horns were exposed and not in tune. The main attraction of the evening was certainly the singing. Bankhead Theater is an intimate space and everyone was very audible, especially given how small the orchestra was.

Bass Kirk Eichelberger was convincing as Sarastro, the acoustics were very good for his low notes and it was impressive hearing the depths of his voice. Baritone Alex DeSocio is an adorable Papageno, his sound is very resonant and pleasing. He was funny and sprightly.



(https://operatattler.typepad.com/.a/6a00d834b4c13053ef02c8d3ace902200d-popup)

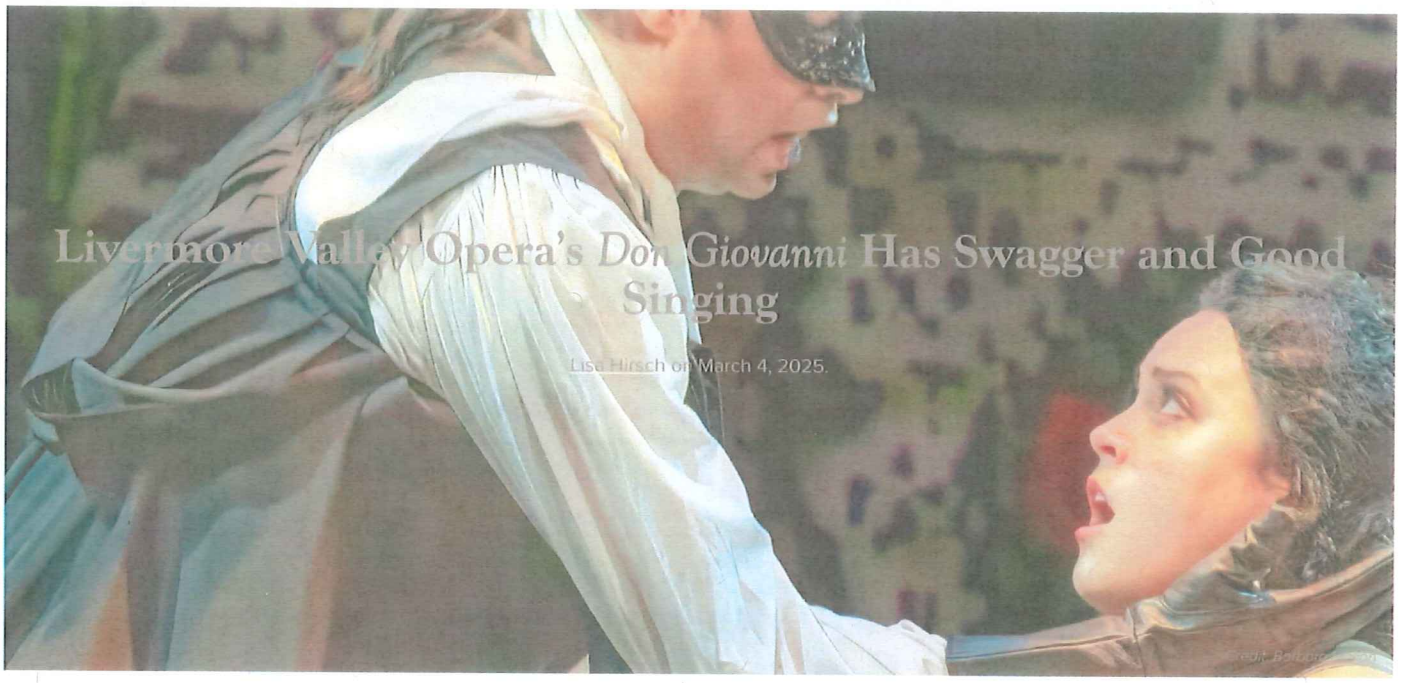
Soprano Shawnette Sulker's chirping, bright sound was almost too pretty for the Queen of the Night (pictured in Act II with Phoebe Chee) she just bordered on shrill on the run up to the hardest passages of both her big arias, but seemed to effortlessly and beautifully hit the high notes. Soprano Phoebe Chee is a robust and dramatic Pamina, well-supported and clear. I'd really like to hear her as Donna Elvira in *Don Giovanni,* which Liveremore Valley Opera is doing next season. Tenor Victor Cardamone makes for a very fine Prince Tamino, such a lovely, powerful sound, with such ease.

***Tattling ***

The audience was focused and pretty quiet. I did hear some electronic noise when Papageno's pan pipes responded to Tamino's flute call.

I was a bit flustered upon my arrival to the theater as I had been running late all day, and didn't manage to put my leftover tiramisu in my purse before entering. One of the theater staff rightly took it from me, but I wasn't able to discern where I was to pick it up after the performance, and abandoned the cake as it was rather late and raining a lot.

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Livermore Valley Opera's *Don Giovanni* Has Swagger and Good Singing

Lisa Hirsch on March 4, 2025.

Like 0



Titus Muzi III, left, in the title role and Meryl Dominguez as Donna Anna in Livermore Valley Opera's production of Mozart's *Don Giovanni* | *Credit: Barbara Mallon*

Don Giovanni is a tough opera to stage. With seven principal characters, four major plot strands, and a dizzying procession of scenes, it's easy to get Mozart's masterpiece wrong.

But director Robert Herriot has gotten everything right in **Livermore Valley Opera**'s current production, seen at its opening performance on Saturday, March 1. With a uniformly good cast and crisp conducting from Music Director Alexander Katsman, the opera moved swiftly and coherently from the dark opening of the overture to the brief wrap-up following the title character's demise.

Herriot's is a straightforward traditional production, set somewhere in the Spanish past and sporting period-appropriate costumes and props. Jean-François Revon's tilted sets create a slightly claustrophobic effect, while his handsome projections define each scene and, via different giant red roses in each projection, provide visual continuity.

Don Giovanni needs a leading man who has swagger and sex appeal; after all, the title character's conquests across Europe allegedly number more than 2,000. Baritone Titus Muzi III has a handsome voice and swaggered gracefully despite having suffered a leg injury during the dress rehearsal, neatly incorporating a cane into the staging. In the 500-seat Bankhead Theater, he was occasionally *too* loud. The first verse of the serenade "Deh, vieni alla finestra" (Come to the window) could have been more seductive.

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Samuel Weiser, left, as Leporello and Cara Gabrielson as Donna Elvira in Livermore Valley Opera's production of Mozart's *Don Giovanni* | *Credit: Barbara Mallon*

As Leporello, bass-baritone Samuel Weiser was a terrific comedic foil, funny without any exaggerations and doing a fine job of imitating Muzi in the scene where Leporello fools Donna Elvira into thinking he's Giovanni.

Cara Gabrielson's vehement and conflicted Elvira — who wants both vengeance on Giovanni and his love — was inconsistently sung. Gabrielson handled florid singing well, but her powerful soprano could sometimes

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list), in which Leporello describes Giovanni's methods of seduction.

That the opera moved so well was partially owing to the good decision to give Don Ottavio only the aria "Il mio tesoro" (My treasure) while cutting "Dalla sua pace" (Upon her peace of mind). Mozart composed the latter because the tenor at the Vienna premiere of *Don Giovanni* didn't have the technical facility for "Il mio tesoro." But the aria presented no challenges for David Walton, whose sweet tenor also had the sturdiness needed for Ottavio's more forthright moments.



A scene from Livermore Valley Opera's production of Mozart's *Don Giovanni* | *Credit: Barbara Mallon*

Soprano Meryl Dominguez made a dark-toned, somber Donna Anna, Ottavio's fiancée, whose attempted seduction — or rape — by Giovanni sets the plot in motion. Bass Kirk Eichelberger was a stentorian Commendatore, Anna's father. The pert soprano Phoebe Chee and bass-baritone Joseph Calzada could not have been more adorable as Zerlina and Masetto, the commoner couple whose relationship comes under stress once Giovanni starts eyeing Zerlina.

Owing to Herriot's close adherence to the libretto, the opera's closing scenes included details that some updated productions blur. There was the Commendatore's statue, coming to dinner and demanding Giovanni's repentance; there were the demons, dragging the unrepentant sinner off to the flames of hell. Herriot might have taken one tiny liberty at the very end. Giovanni's catalog of conquests ends up in Ottavio's hands. As he leafs through it, he seems to become distressed. Did he find a familiar name in its pages?

Livermore Valley Opera's production of Mozart's *Don Giovanni* plays two more performances, **March 8 and 9**.

Lisa Hirsch *is a Bay Area music writer. She studied music at Brandeis and Stony Brook and blogs about classical music and opera at* **Iron Tongue of Midnight**.

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance
Grantee shall maintain limits no less than:

Commercial General Liability, including operations, products and completed operations, as applicable: **$1,000,000/$2,000,000** aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Deductibles and Self-Insured Retention
All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions
The general liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Grantee's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy,

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including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.

4. The Grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550.

Verification of Coverage

Grantee shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

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AGREEMENT BETWEEN CITY OF LIVERMORE AND SHRUTI ABHISHEK DANCE FOR FISCAL YEAR 2025-26 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2025, between the City of Livermore, a municipal corporation ("City"), and Shruti Abhishek Dance, a California sole proprietorship ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to provide a free culture and education program for Livermore youth, led by dancer/program director Shruti Abhishek and guest musician Sindhu Natarajan ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a

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manner satisfactory to City, and consistent with the standards, terms and conditions imposed by the 2008 Art in Public Places Program Policy and Procedures Manual, Cultural Arts Master Plan, and herein. The Project will include the following activities eligible under the Project and Program Grant Program: A new series of public music and dance workshops held in collaboration with Livermore Public Library, the Livermore Area Recreation and Park District, and Livermore-based Kshetram School of Dance.

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* To sustain and evolve the tradition of Bharatanatyam dance through arts performances, regular festival presentations, and intergenerational education programs ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $8,000 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $8,000.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report

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has been filed. The Project & Program subcommittee of the Commission for the Arts has sole discretion to decide whether each of these milestones has been reached.

IV. NOTICES

Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

City: City of Livermore
Attn: Allen McFarland, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: Shruti Abhishek Dance
Attn: Shruti Abhishek
1524 Murdell Lane
Livermore, CA 94550

V. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state, and local laws, statutes, rules, and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney’s and expert fees and/or court costs, arising out of the performance of the Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

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D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Project. Upon reasonable written notice, Grantee shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies, or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement. If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days after the date the notice is sent, City may exercise any of the remedies available under law and

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equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

   a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

   b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

   c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

2. *Retention*: Grantee shall retain all records pertinent to expenditures

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incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with respect to conflicts of interest, and covenants that it presently has no financial interest, and

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shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. WAIVER

City's failure to act with respect to a breach by Grantee does not waive its right to act

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with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between City and Grantee with respect to this Agreement.

XI. **BINDING EFFECT**

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. **COUNTERPARTS**

This Agreement may be executed in counterparts by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

****

SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

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IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

Shruti Abhishek Dance
Sole Proprietorship
"Grantee"

DocuSigned by:
By: Shruti Abhishek
BF299C18AE004A9...
Shruti Abhishek
Artistic Director

Dated: 11/23/2025 | 9:50 PM PST

CITY OF LIVERMORE
a Municipal Corporation
"City"

By: _____
Marianna A. Burch
City Manager

Dated: _____

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales
12B5892BAF3C47...
Deputy/Assistant/Senior Assistant/City Attorney

Initial
JF

Attachments:
Exhibit A - Application for Project and Program Grant from the City of Livermore
Exhibit B - Insurance Requirements

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Applicant Name: Shruti Abhishek Dance

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

- ☑ Application Checklist (this page).
- ☑ Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?
- ☑ Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.
- ☐ If you are an organization, submit a list of current officers and Board members with their term of office.
- ☐ If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.
- ☑ Application Form, beginning on page 1, continuing through the Project Budget Summary.
- ☑ Notes to the Project Budget, and a detailed list of In-Kind contributions.
- ☑ List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.
- ☑ Resumes/biographies of key project individuals, generally one page each.
- ☑ Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.
- ☑ Up to four recent press reviews or articles, or similar independently generated published materials, if available. (Note: Calendar listings are not suitable.)
- ☑ **NOTE**: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.

2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.

3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

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Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

ShrutiAbhishek — 08/28/2025

Authorized Officer's Signature — Date

SHRUTI ABHISHEK — ARTISTIC DIRECTOR

Print Name of Officer signing this form — Title of Officer signing this form

---

- or -

If applicant is an individual artist:

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Artists Signature — Date

Print name of Artist signing this form

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Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or September 1
Submission Date: 8/29/25
Amount of Grant Request: $10,000 Total Project Budget: $20,000

Applicant/Organization: Shruti Abhishek Dance

Applicant/Organization's Address: [redacted]

Applicant/Organization's Web site: https://www.shrutiabhishek.dance/

Preparer's Name and Title: Shruti Abhishek, Artistic Director

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): [redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Dance

Briefly describe the project or program for which support is requested:

Our project is a free cultural and education program for Livermore youth, led by dancer/program director Shruti Abhishek and guest musician Sindhu Natarajan.

The program will be a new series of public music and dance workshops held in collaboration with Livermore Public Library, the Livermore Recreation and Park District, and Livermore-based Kshetram School of Dance.

Number of people intended to reach: Audience: **300** Participants: **150**

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: **January 15, 2026**
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: **June 7, 2026**

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Application Form - Project & Program Grants

1. **State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)**

   Shruti Abhishek Dance is a Livermore-based arts and cultural performance and education organization founded and led by Indian dancer, choreographer, and teacher Shruti Abhishek. Our mission is to sustain and evolve the tradition of Bharatanatyam dance through arts performances, regular festival presentations, and intergenerational educational programs (including the Kshetram School of Dance in Livermore).

   Originating in the south of India, Bharatanatyam is an art form that was traditionally practiced in temples involving highly technical and expressive movements of the hands, feet, face, and body, which are combined to convey detailed and intricate narratives. Performances are frequently accompanied by music, singing, and percussion, which add subtle but essential layers to the performance experience.

   Through continued study and practice of the dance form's many layers, Artistic Director Shruti Abhishek seeks to renew its unique narrative capabilities for contemporary and experimental artists and audiences, and explore how it can intersect with Western and post-modern art forms and media.

   Our organization creates and presents original performances choreographed and danced by Artist Director Shruti Abhishek and collaborators. We produce and co-curate two festivals: When Eyes Speak South Asian Choreography Festival showcasing a wide range of South Asian movement forms and Varnam Salon, where we promote young, mid-career, and established artists from California.

   Our Kshetram School of Dance is an Intergenerational dance institution keeping Indian traditions alive in California, while offering space to reflect on how Indian traditions continue to transform, evolve, and grow with each new generation.

2. **Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.**

   Our project is a free cultural and education program for Livermore youth, led by dancer/program director Shruti Abhishek and guest musician Sindhu Natarajan.

   The program will be a new series of public music and dance workshops held in collaboration with Livermore Public Library, the Livermore Recreation and Park District, and Livermore-based Kshetram School of Dance.

   The project culminates in a final showcase performance at the Bothwell Arts Center, June 7, 2026. This free performance will include presentations by students and professional Bharatanatyam dancers. Participants in the workshops will have the opportunity to join in the

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performance. Workshops will introduce youth to the rhythmic, musical, and narrative foundations of Bharatanatyam while also creating opportunities to experience and learn from other South Asian and global movement traditions such as Kathak, Odissi, and contemporary/folk dance. Each workshop will be accessible to beginners and structured to encourage participation across cultures and generations.

Livermore project funding will allow us for the first time to offer this cultural programming for free in Livermore and invite the wider Livermore community to join us in cultural and artistic celebration. This shared stage experience will emphasize South Asian cultural richness, highlighting how diverse dance forms can speak to one another, fostering connection and belonging.

Funding will support master vocalist (and Livermore resident!) Sindhu Natarajan to join the workshops and final performance as lead singer and composer. Hailing from a distinguished musical lineage, Sindhu Natarajan is a world-renowned musician and Bharatanatyam dancer who will share decades of knowledge and experience with workshop participants. Funding from Livermore will allow us to offer this programming at no cost for the first time. Support will cover professional artist fees for Sindhu and guest artists from multiple dance traditions, as well as venue, workshop, and production costs. With community partnerships and infrastructure in place, we are prepared to implement this program with broad cultural and community impact.

Since 2018, the Kshetram School of Dance has introduced new generations to the layered complexities of Bharatanatyam dance, while supporting the artistic and educational work of established artists and practitioners. There is a lot of interest in our program for youth who can't dedicate to the full program or who face economic barriers to participation. Our proposed workshops and performance will create access to all youth who want to participate and have a first-hand experience of Indian cultural dance and music.

3. **How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)**

The requested grant will be critical in ensuring the successful planning and implementation of this free cultural and educational program for Livermore youth. Support will allow us to provide high-quality workshops and a culminating showcase while removing economic barriers to participation for families.

Administrative Support
Funding will cover administrative fees for Shruti Abhishek Dance to plan, coordinate, and produce the workshop series and final showcase. This includes scheduling with venue partners such as the Livermore Public Library, the Livermore Area Recreation and Park District, and the Bothwell Arts Center; managing registrations and communications with youth and families; coordinating rehearsals and guest artists; and handling logistics such as equipment rentals and volunteer coordination.

Artist Fees
A core portion of the grant will support artist fees. These include compensation for Artistic Director Shruti Abhishek for leading workshops and choreographing the youth showcase, and for guest musician and composer Sindhu Natarajan, who will serve as vocalist, accompanist, and cultural educator. We also plan to invite additional guest artists representing other South Asian and global dance traditions (such as Kathak, Odissi, and

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folk/contemporary dance) to expand the program's inclusivity and provide youth participants with a wider cultural perspective. Providing fair pay to professional artists is essential to the integrity of the program and models respect for the arts to young participants.

Production Expenses
The grant will also cover production costs for the final performance at the Bothwell Arts Center. These include space rental, lighting, sound, costumes, and technical support. Funding will allow us to keep the event free to the public, ensuring broad accessibility for Livermore families and community members.

Marketing & Outreach
Finally, the grant will fund targeted marketing and outreach. We will collaborate with schools, libraries, and community organizations to reach a wide audience of Livermore youth, including those who may not otherwise have access to arts education. Efforts will include printed flyers, digital media campaigns, and direct outreach to community partners

Summary
By supporting administrative infrastructure, professional artists, production, and outreach, the grant will ensure this program is free, accessible, and impactful. It will make possible a high-quality educational and cultural experience that brings South Asian traditions into the heart of Livermore's civic life, while fostering pride, creativity, and belonging among local youth.

4. **Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)**

Our project directly addresses several of the main strands in Livermore's Cultural Arts Master Plan, artsAlive! As bearers and practitioners of the expressive and expressive cultural tradition of Bharatanatyam, our project will bring visibility to the vitality of diverse cultural arts organizations, artists, and arts educators across Livermore, all of whom contribute to the city's unique atmosphere.

Since 2018 our Kshetram School of Dance has been a key institution for Livermore's local arts, South-Asian immigrant, and Indian heritage communities. As the only Indian dance school and presenter in the area, our work has greatly expanded youth and family access to the arts. This project will directly support us in building new partnerships across the wider dance and music community, bringing this deeply-rooted cultural tradition onto more mainstream stages. By connecting with public participants and audiences (particularly youth) across Livermore through public workshops, we can also spark a lifelong passion for engaging with new forms of musical and dance expression.

For years, Shruti Abhishek Dance has demonstrated a strong capacity for public arts education and engagement around the Bay, whether hosting the annual Varnam Salon or When Eyes Speak festivals, integrating social service work and arts therapy through our full-length piece *As You Are*, or carrying cultural traditions forward through intergenerational education programs like Kshetram. The proposed project would help us further strengthen our organizational capacity for local creative community arts education as we invite our fellow Livermore residents to discover the expressive powers of Bharatanatyam.

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5. **List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing**

   For this project we will be partnering with the following individuals and organizations:

   - **Sindhu Natarajan**, a world-renowned singer and composer of Carnatic music, will support the project by providing musical composition and direction, contributing to program design, and serving as lead vocalist for the finale performance.

   - The **Livermore Public Library** will support the project by providing venue space for our public workshops at their three branches – Civic Center, Rincon, and Springtown. We have presented programs at the library that have been very successful in attracting residents and we're excited to build upon this relationship into a more comprehensive program. The library will also support outreach through their extensive email and social media following and through postering.

   - The **Bothwell Arts Center** will provide venue space and event staff for practice and the final showcase performance. As well as PR and outreach support. We'll be renting Bothwell, hopefully at a reduced nonprofit fee. Specific details TBD.

   - **Livermore Valley Joint Unified School District (potential partner)** engaging with local public schools to expand outreach and participation. This could include distributing flyers through classrooms, working with after-school programs, and inviting teachers to bring students to workshops and the final showcase. If possible, we will also explore offering mini school-site lecture demonstrations or assemblies as in-kind contributions from our teaching artists, providing students a first-hand introduction to Bharatanatyam and South Asian music.

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Application Form - Project & Program Grants

Project/Program Budget Worksheet (enter N/A if item does not apply. Attach Budget Notes if necessary.)

PROJECT SUPPORT (Do not include in-kind support)

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$0	Free performance
Tuition/Workshop fees	$0	free
Other:	$	
Subtotal: Earned Revenue	**$**	

Contributed Income	Amount	In-hand	Pending
Contributions (Individuals/Businesses)	$5000	$5000	$
Grants (Foundations/Government other than City)	$5000	$5000	$
City of Livermore (other than this grant request)	$	$	$
Other:	$	$	$
Subtotal: Contributed Income	**$10000**	**$10000**	**$**

Project & Program Grant Amount Requested	**$10000**
Total Project Support (Revenue + Income + Grant)	**$20000**

PROJECT EXPENSE (Do not include in-kind expense)

Personnel	**Amount**	**Notes**
Artistic	$10000	Shruti, Sindhu, 2 assistants
Production	$2000	Lights, sound, set for final presentation
Administrative	$2000	Bookkeeping, grants, etc
Other: (describe in Notes)	$500	Social media manager
Subtotal: Personnel	**$14500**	

General	**Amount**	**Notes**
Venue Rental	$2000	Botham rate for practices, dress rehearsal and performances
Materials and Supplies	$1000	Workshop teaching materials
Marketing and Promotion	$1500	Workshop and final performance
Hospitality	$500	Food and drinks for performers
Insurance	$500	

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Other: (describe in Notes)	$	
Subtotal: General	**$5500**	

Total Project Expenses (Personnel + General)	**$20000**

Project Surplus (Loss) (Total Support minus Total Expense)	**$0**

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

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Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
Private donation	Cash donation	$5000
East Bay Community Foundation	Grant award	$5000
		$
		$
		$
		$

Requested Grant Amount: $10,000_____
Cash Match Amount: $10,000_____
In-kind Match Amount: $_____

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Key Project Individuals

Sindhu Natarajan will support the project as a principal artist providing musical composition and direction, contributing to program design, and serving as lead vocalist for the finale performance.

Shruti Abhishek is Artistic Director of Shruti Abhishek Dance. She will direct the proposed project, acting as a principal artist and administrator.

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Shruti Abhishek

Shruti Abhishek is an Indian dancer, choreographer, and teacher practicing Bharatanatyam. In addition to her own company and solo performances, Shruti is a Principal Dancer, Creative Coach, and Rehearsal Director at Nava Dance Theatre, founded by Nadhi Thekkek.

In 2018, Shruti founded Kshetram, an intergenerational dance institution based in Livermore CA. A direct response to her growing knowledge about dance, culture, appropriation, tradition, and embodiment, Kshetram helps keep Indian traditions alive in California (and beyond) while offering space to reflect on how Indian traditions continue to transform, evolve, and grow with each new generation.

Shruti Abhishek co-curates two festivals: Varnam Salon (supported by the California Arts Council Local Impact Grant), a series of performances by California-based senior art practitioners, mid-career artists, and upcoming dancers, and When Eyes Speak.

She initiated the Art Echoes Series to inspire and educate kids through live performances. The series provides a unique opportunity for young audiences to learn, be inspired, and engage with the artists in candid conversations about their practice.

Shruti's work has been funded by Creative Work Fund, East Bay Community Foundation, Alameda County, Zellerbach Foundation, Rainin Foundation, San Francisco Arts Commission, American Conservatory Theater ArtShare Fellowship & the ACTA apprenticeship program.

Choreography
2024 | "Kismet With Kali" Premiere | Joe Goode Annex, SF.
2023 | "Dancing My Kali" Work in progress | SafeHouse Arts
2023 | Fall Recital for Student showcase | Kshetram School of Dance
2022 | And She Spoke | Dublin Heritage Barn
2020 | A Virtual Collaboration Inspired by Black Lives Matter | Commissioned by Nava Dance Theatre
2019 | Dui Pakhi Tour | Performed at The Nehru Centre, Berlin; London Indian Embassy; Berlin Indian Film Festival, Stuttgart | Inspired by Rabindranath Tagore's poem, "Dui Pakhi"
2018 | Co-choreographed a production on the Gita Govinda called "The Affair" premiered at the Westwave Festival 2017 and When Eyes Speak 2019 choreography festival in San Francisco
2019 | Co-choreographed "Rajavastra"- a production commissioned by the Oakland Ballet Company based on the "Emperor's New Clothes" by Hans Christian Anderson. San Leandro, Oakland, Livermore

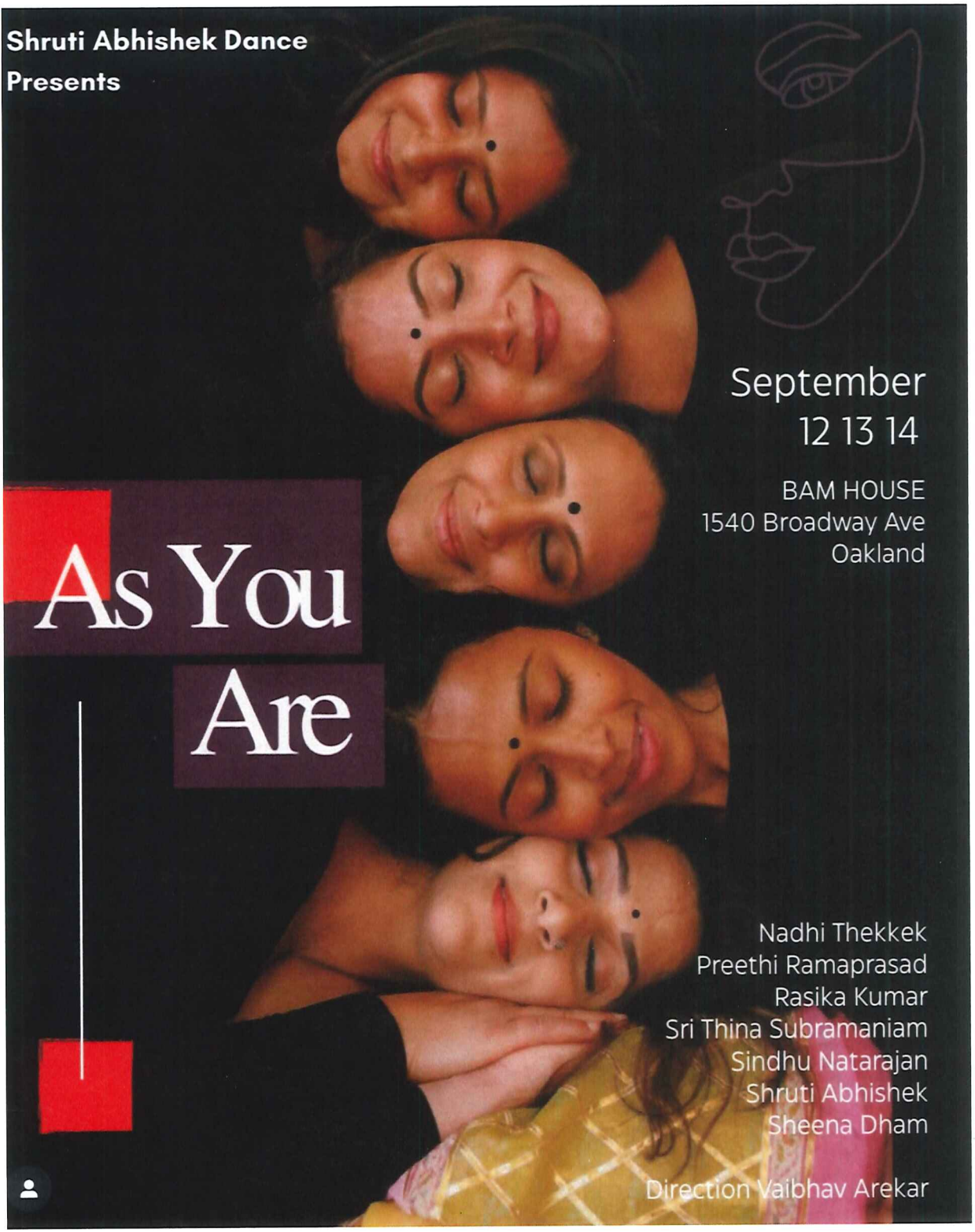
Selected Performances
2024 | Authors & Arts Series, Livermore Civic Centre Library, California
2024 | Sisters | State of Play festival | ODC, SF
2024 | Duet With Nadhi Thekkek | Interbeing, The lost Church | Bay Area
2023 | RAW residency, Safehouse Arts, California
2017-23 | Broken Seeds Still Grow | ODC, Flight Deck: Oakland, Bankhead Theatre, Livermore
2022-24 | Rogue Gestures/Foreign Bodies | SF, Denver, Livermore, Northglenn, Amherst & NYC
2022 | Migrations at IDIA, Sunnyvale
2022 | Yerba Buena Gardens Choreofest, SF
2022-24 | Rogue Gestures/Foreign Bodies | SF, Denver, Livermore, Northglenn, Amherst & NYC
2022 | Margam, San Francisco, California
2019 | Yuva Bharati Solitaire Concert, California
2019 | Passage | As part of the Choreographers in Mentorship Exchange (CHIME) through Margaret Jenkins Dance Company, Nadhi Thekkek created a duo with Randee Paufve and Shruti Abhishek
2018 | Ram Navami festival, Livermore, California
2017 | USA Sangam Convention, California
2015 | Tyagaraja Festival, Cleveland, Ohio
2015 | ISCKON, Berkeley, California
2022 | Migrations at IDIA, Sunnyvale
2022 | Yerba Buena Gardens Choreofest, SF

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Sindhu Natarajan is a renowned vocalist, composer, and South Indian classical dancer. She comes from a family of musicians, and began her formal training in Carnatic music with her aunts, Vasanthi Kannan and Raji Gopalakrishnan, and her grandfather, P.V. Natarajan, who were all highly accomplished musicians in their own right. She has also studied Bharatanatyam under Mythili Kumar of Abhinaya Dance Company in San Jose.

Sindhu has regularly given well-attended concerts in the Bay Area for the past 15 years. In addition, she has also enthralled audiences at prestigious venues in Chennai, India, during the December Music Season. After almost a decade of juggling her music career with her day-job as an elementary school teacher in Palo Alto, California, Sindhu decided to pursue her passion for music full-time. She has collaborated with and composed music for multiple leading South Asian dance companies and choreographers across the United States.

In addition to performing, Sindhu is a passionate composer who creates music that blends her Carnatic roots with other genres. Sindhu is a passionate advocate for immigrant artists. She is on the advisory board of The Immigrant Artist Network, where she uses her art to connect with other immigrant artists and comrades and to build community in the art space. Sindhu currently lives in Livermore, CA with her husband and two daughters.



shruti_abhishek and 5 others

shruti_abhishek As You Are

This work brings together eight South Asian femme artists, each with different dance forms, bodies, and lived experiences, to tell deeply personal stories about womanhood, motherhood, caregiving, resilience, and the struggles that often remains unspoken.

The work is also incredibly playful! We sing, we dance, we jam. It's been thrilling to watch this artistic sisterhood come alive through the various stories we are building together - stories that need to occupy space right now.

Sept 12- 8pm
Sept 13 - 7pm
Sept 14 - 2pm

Collaborators/Dancers: Nadhi Thekkek, Preethi Ramaprasad, Rasika Kumar, Shruti Abhishek, Sindhu Natarajan, Sri Thina Subramaniam & Surabhi Bharadwaj.

Music Direction: Sindhu Natarajan
Sound Designer: Sheena Dham
Direction: Vaibhav Arekar
Photography: Lara Kaur

Liked by **prajaktabapat01** and **others**
5 days ago

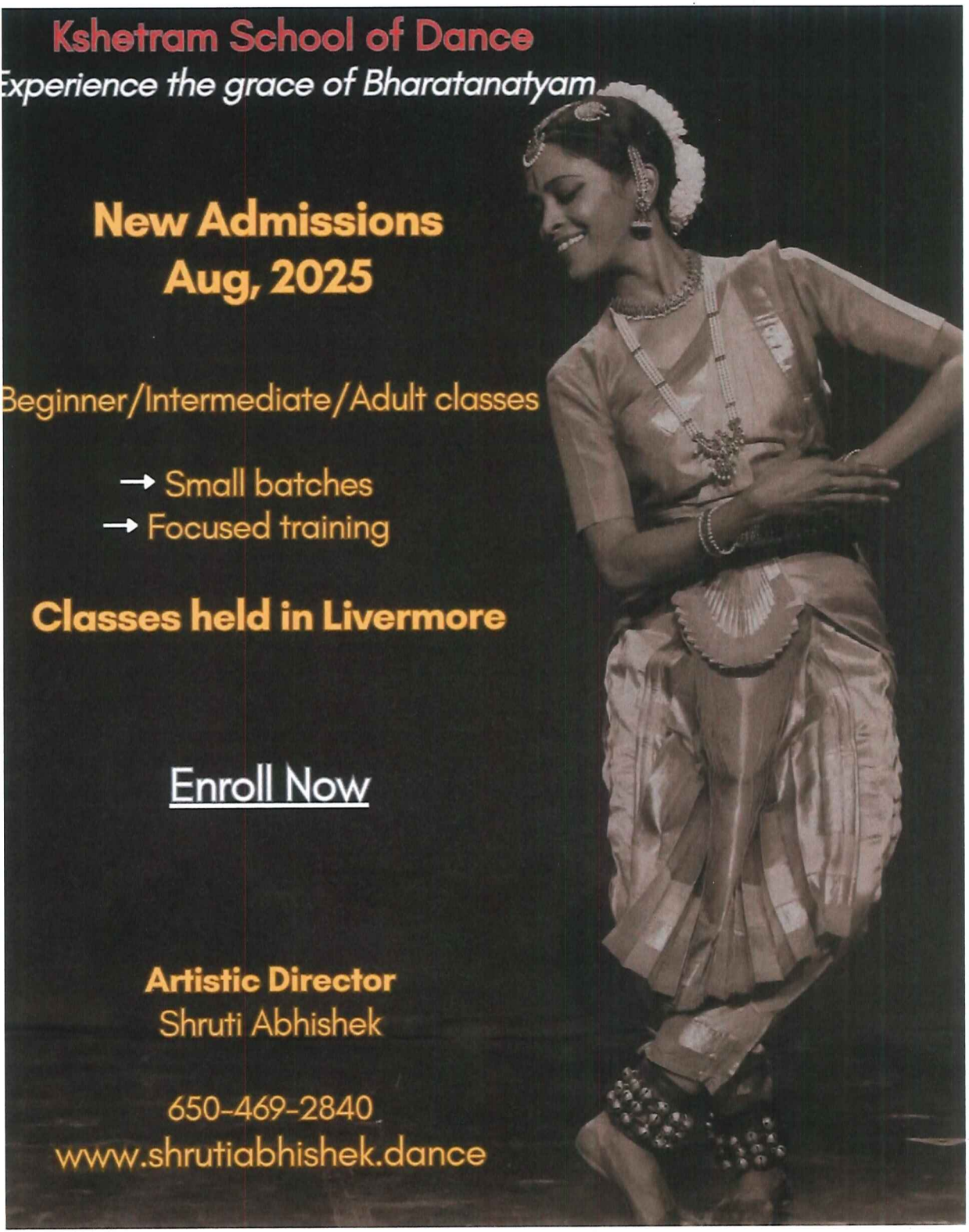
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EXHIBIT A

EXHIBIT F

422

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shruti_abhishek • Follow
Livermore, California

shruti_abhishek Hi everyone!

Folks looking for dance classes around Livermore/Tracy area, I've got a couple of new slots open!

I'm teaching on Tuesday, Wednesday & Thursday evenings.

New batches start in August, so if you know someone who has been wanting to learn, now is a great time to join :)

Happy weekend!

#downtownlivermore
#robertlivermorecommunitycenter
#livermorepubliclibrary #livermoremoms
#livermorekids #livermoredance #livermoreevents
#trivalleymoms #bharatanatyam #classes
#training #dance #pleasantonmoms
#bayareadance @visittrivalley @cityoflivermore

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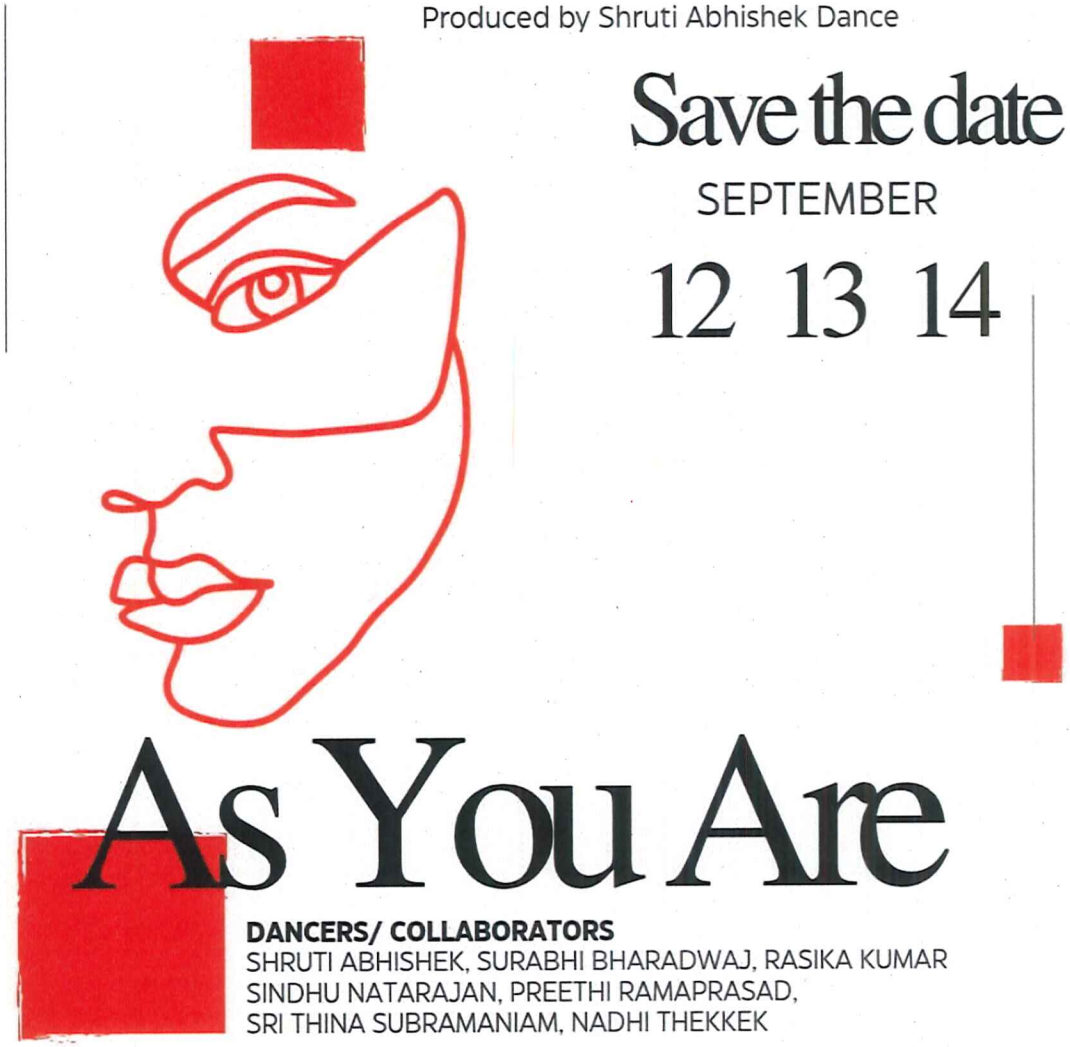
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July 11

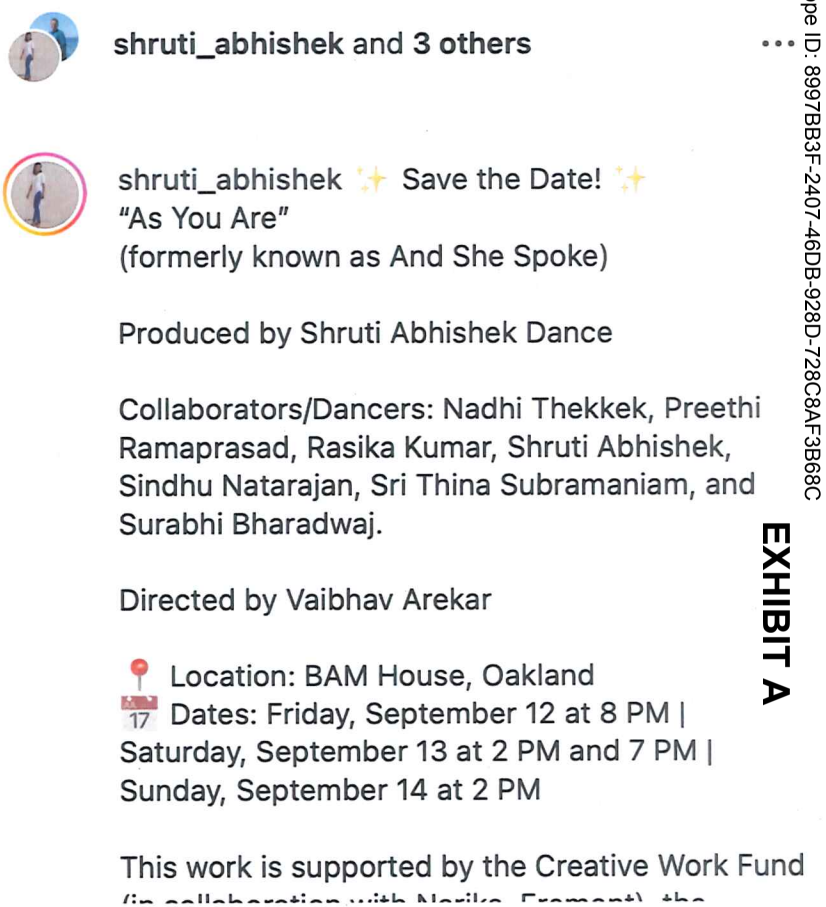
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EXHIBIT A

EXHIBIT F

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EXHIBIT A

EXHIBIT F

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Introduction to Kalamkari

The Temple Textile Art of South India



Description of event:
Kalamkari is the art of painting on cloth/textile with a pen. With a 3000-year-old history, Kalamkari is believed to have been known in Persia in addition to India. Practiced in both printed and painted styles, kalamkari has been popular within South Asian circles of global textile trade. Srikalahasti, a temple town within the Chittoor District of Andhra Pradesh, flourished under the patronage of temples in the 19th century with their demands for hangings with strong figurative and narrative components. Thus, fabrics exhibiting a rich vibrance of natural colors painted to depict the grandeur of mythological tales has become a unique character of Kalamkari at Srikalahasti.

Only natural dyes are used, involving at least 23 individual processing stages.
The proposed event will include a live workshop demonstrating the Kalamkari textile craft and a critical discussion of its history. Participants will learn to create a simple kalamkari piece, which they can take home and hang in their homes.

The workshop aims for participants to understand the significant skill that goes into making kalamkari textiles (and an extension to other handcrafted textiles too).
To think critically about the value of knowledge systems and skills that are passed down through oratory mediums vs knowledge systems that are gained through institutional structures.

Flow of workshop (2-3 hours in total):
- Oral / Multimedia presentation of the history of Kalamkari
- Live demonstration of the process of kalamkari
- Creation of a kalamkari artwork by each participant. (approx. 8x8 inches)

Costing:
Raw materials cost $25/ per person
Teaching fee: $600 (for a batch of 20) if there are more than 20 participants then we can discuss because I will need a TA.
Travel on actuals: Tickets (NYC-SFO-NYC) + Uber to and fro Pleasanton, CA to venue.

All raw materials are handcrafted by artisans in Sri Kalahasti and sourced directly from them via Kalam Creations Artisan Society.

You can see brief images of previous workshops: https://www.un-title.com/workshops

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ENTERTAINMENT, PERFORMING ARTS

SF Choreography Festival Celebrates South Asian Activism

With a walking tour and ghadar geet, the festival will highlight South Asian activism and history



by Ashwini Gangal
May 8, 2023



Dancer and choreographer Joti Singh performing Ghadar Geet. (Photo by Joanna Ruckman)

South Asian activism in San Francisco

After a brief pandemic hiatus, Indian choreography festival, When Eyes Speak, is back with a bang. A celebration of the multiplicity of South Asian art and culture, the festival's theme this year is "Space, Place and Ancestry." The choreography aims to give the diaspora a sense of history and belonging, by highlighting the legacy of South Asian rebellion and activism in San Francisco. Aiding that mission is a walking tour by well-known community historian-couple, Anirvan Chatterjee and Barnali Ghosh.

First held in 2018, the festival is curated by choreographers Preethi Ramaprasad, Sri Thina, and Shruti Abhishek. It is scheduled to take place at San Francisco's Dance Mission Theatre on May 12-14.

Going beyond choreography



"Choreography is not just about dance. Our bodies are informed by our family members, by the times that came before us, by the spaces we inhabit," says Preethi Ramaprasad, Bharatnatyam dancer and

MOST READ LAST WEEK



Meiyazhagan Is A Nostalgia-Filled Ride Set In Rural Tamilnadu



Colombo: A City Of Many Spiritual Histories

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Festival curators Sri Thina, Shruti Abhishek, and Preethi Ramaprasad.

doctoral candidate in Critical Dance Studies at UC Riverside.

"The evolution of dance forms in South Asia is inherently political, in terms of how diasporic dance history is seen. This festival is about saying – there was a radical political presence of South Asians in this city that existed way before it was discussed," she says.

The festival started with classical dance forms but evolved over the years to include theater, contemporary dance forms, as well as dance forms that are not considered classical but are extraordinarily rigorous.

" 'When Eyes Speak' was started because South Asian choreography needed a platform that's not simply about 'ethnic' dance," says Ramprasad. "It's so much more."

Like her, Ramaprasad's co-curators are also classical dancers.

Staking claim to San Francisco

At the festival, one of the segments is a walking tour by community historians Anirvan Chatterjee and his wife Barnali Ghosh. The duo has been conducting walking tours in Berkeley since 2012. Their famous 'Berkeley South Asian Radical History Walking Tour' is experimenting with a new geographical area for the first time. It will be a 75–90-minute tour along an eight to nine-block stretch on Valencia Street, an area they zeroed in on given the density of stories around South Asian life and "movement history" between 1910 and 2010. Roughly half the stories they tell on the Berkeley tour are in some way connected to the university; San Francisco, on the other hand, has a lot more art space stories.



Community historians Barnali Ghosh and Anirvan Chatterjee. (Photo by Joanna Ruckman).

"San Francisco's Mission District is known as a historically Hispanic-Latino-Chicano neighborhood," says Chatterjee. "Some think of it as a place with really good food; in fact, one of the most visible signs of South Asian life there is people eating on the streets. But we're trying to put a different spin on the area. You engage with a place very differently when you know that there were at least four generations of South Asian immigrants in those very spaces," he says.

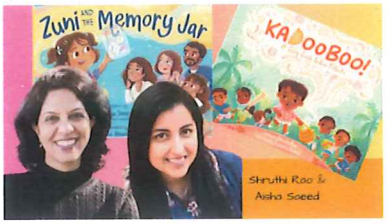
The trail our forefathers blazed for us

He hopes to reorient Indians towards the plurality of their heritage and give them frames of reference that transcend model minority and cultural stereotypes, like working in tech. The objective is also to tell Indians that there is solid ground underneath their feet and that they don't have to start from scratch every time they find themselves in this part of the world. The idea is to normalize current activism in the South Asian community by telling stories of those who engaged in different kinds of socio-political work in the past.

"For the diaspora, there's a sense that we have no history here or that all our history begins and ends in the homeland, but that's just not the case. We want people to think in terms of being rooted in Bay Area soil. We want to invite people to a 'chosen ancestry' or



Suvidha International Foundation Conducts Clothes Donation Drive



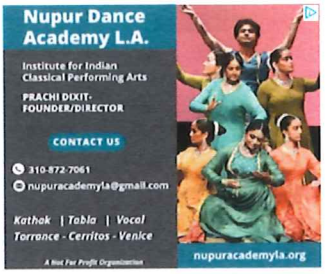
Picture Books That Celebrate Desi Stories For Children



Love. Connect: 5 Online Dating Tips For "Dating Sunday" Success

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a 'claimed ancestry' by being inspired by people, movements, and stories," adds Chatterjee.

Ghadar in the Mission

However, for Bhangra dancer Joti Singh, who is performing at the festival, it is very much a case of blood ancestry. She's the great-granddaughter of Bhagwan Singh Gyanee, president of the Ghadar Party, a San Francisco-based militant group that fought to overthrow the British Raj in India in the early 1900s. Singh, who is co-founder of Duniya Dance and Drum Company – Bay Area's only dance school that combines South Asian (Punjabi) and West African (Guinea) dance forms – will perform a segment at the festival called 'Ghadar Geet: Blood and Ink'. Some of the songs in this piece are poems written by her revolutionary forefather.



Choreographer Joti Singh (right) rehearses with dancers Rasika Kumar and Nadhi Thekkek at BlackBox Studios in Oakland, Calif. on Apr. 21, 2023. Singh, along with the Duniya Dance and Drum Company will be performing at When Eyes Speak South Asian Choreography Fest 2023: "Ghadar" in the Mission in May. Sree Sripathy for India Currents/CatchLight Local.

"Within the Ghadar Party, there were alliances across communities. Sikh, Muslim, Hindu, the working class, intellectuals – they all united. There was a sense of anti-capitalism to it too," she says, highlighting the heterogeneity of the Ghadar Party and that of her team. Her crew, comprising seven dancers and four musicians, includes a Chinese American, a queer dancer, a Nigerian American dancer, and one of Pakistani Muslim heritage. Her husband Bongo Sidibe, who is from Guinea, and with whom she runs the dance company, is also in the performance.

"Today it's about people fighting for rights across identities," she says. "I think we still experience many legacies of colonization like white supremacy, white adjacency, or even colorism and casteism within our own community. These are struggles that have been going on for over 100 years," she says.

Activism just as relevant today

Several causes speak to her, even today, particularly the fight for racial and economic justice, and the thrust against capitalism. Given her own multicultural marriage, she feels strongly about Asian and Black solidarity.

A section in Singh's performance called 'American Dream', is informed by the intertwining of history with modern-day problems.

While many among the diaspora youth may not feel connected with India's freedom struggle, they can draw inspiration from the rich South Asian legacy of social justice in San Francisco to connect with current issues, including gun violence, gender inequity, and climate change, to name a few.

'When Eyes Speak' is supported in part by the United States of Asian America Festival

Because you don't want to be the only one not knowing at the next family gathering!

Sign up for our daily and weekly newsletters faster than you dodge personal questions at weddings.

SUBSCRIBE

IndiaCurrents

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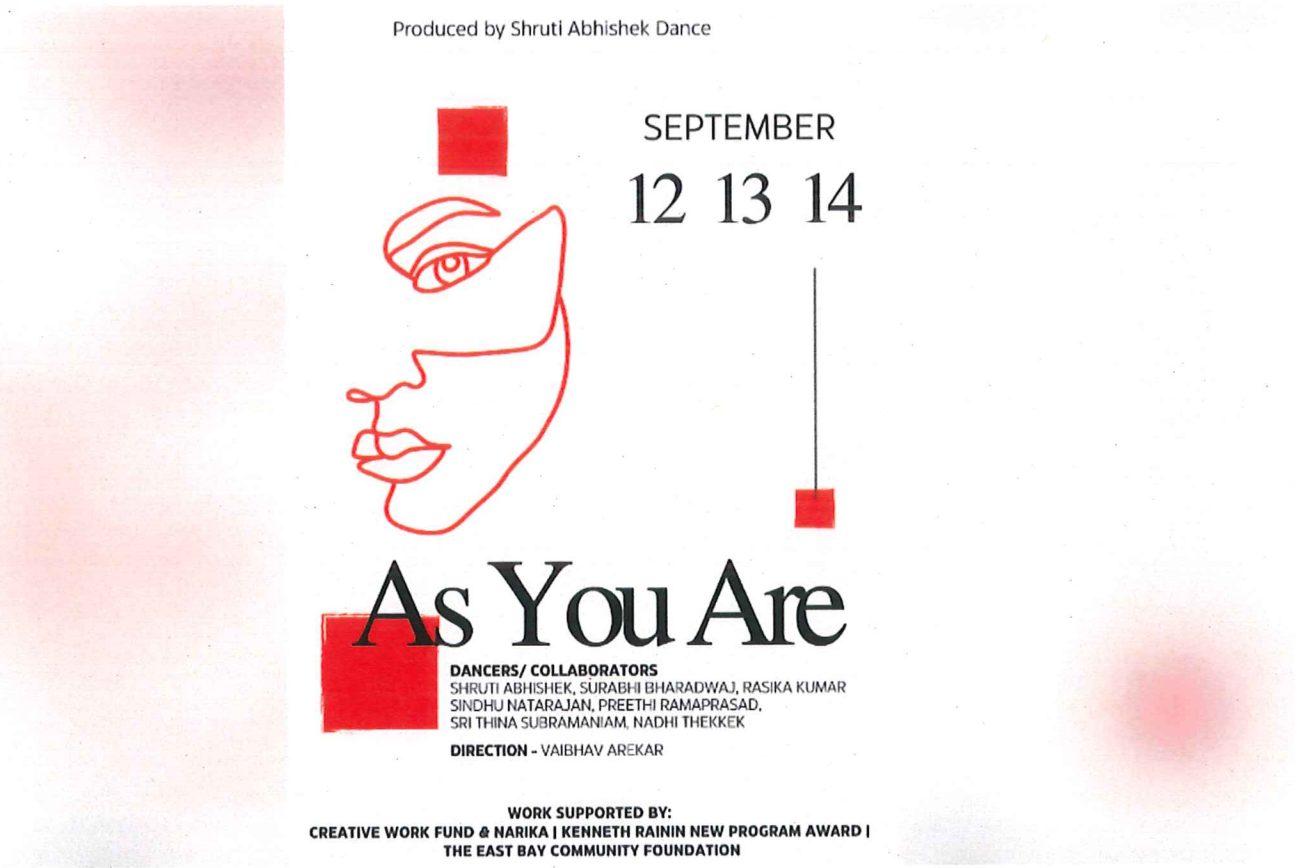
IndiaCurrents

COMMUNITY

Bharatanatyam Performance Tells Domestic Violence Survivors' Stories

The performance is produced by Bharatanatyam dancer and teacher Shruti Abhishek in collaboration with Narika.

by Staff Writer
August 12, 2025



A dance-theatre Bharatanatyam production titled "As You Are" will premiere at BAM House in Oakland, offering an exploration of women's experiences through movement and personal narratives. Developed by Shruti Abhishek Dance in collaboration with Narika, a nonprofit supporting domestic violence survivors, six dancers

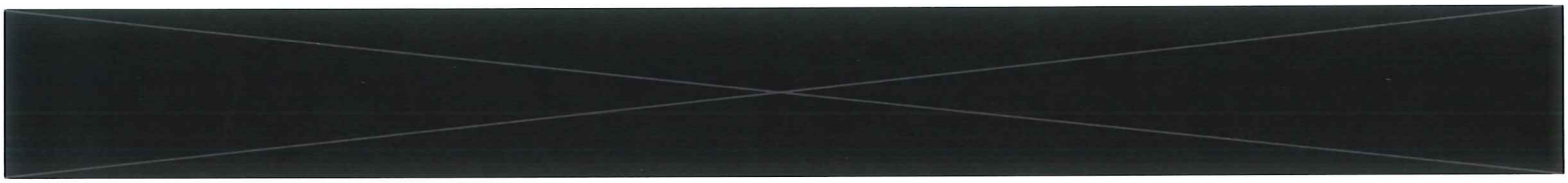
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will participate in the performance to illuminate complex stories of resilience, motherhood, and personal sacrifice.

The interdisciplinary work weaves together powerful vignettes drawn from real-life experiences, focusing on themes rarely discussed openly within South Asian communities. By partnering with Narika, a Fremont-based organization with over three decades of supporting survivors, the production grounds its artistic expression in authentic lived realities.

The performances will take place on Friday, September 12 at 8:00 PM; Saturday, September 13 at 2:00 PM and 7:00 PM; and Sunday, September 14 at 2:00 PM.

Get your tickets **here**.



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****Upon request from staff for additional clarifying information, this document was received from Shruti Abhishek on September 15, 2025; it was subsequently provided to the Project and Program Grants ad hoc committee on September 16, 2025.**

1. Personnel – $14,500 total

Role / Item	Suggested Allocation	Notes
Artistic Team – $10,000		
• Lead Artist / Choreographer (Shruti)	**$4,500**	Concept, choreography, direction, performance.
• Collaborating Artist (Sindhu)	**$2,500**	Co-creation, performance.
• Rehearsal / Teaching Assistants (2)	**$2,000**	Rehearsal support, workshop demos.
• Composer / Live Musician honoraria	**$1,000**	Covers recording or live accompaniment if needed.
Production – $2,000		
• Lighting Designer	**$800**	Plot, cues, tech supervision.
• Sound Designer / Operator	**$600**	Sound design, playback, tech.
• Stage Manager	**$600**	Tech rehearsals, run of show.
Administrative – $2,000		
• Bookkeeping / Accounting	**$700**	Tracking project income & expenses.
• Grant writing/reporting	**$600**	Applications and final report.
• Scheduling / Artist contracts	**$700**	Email coordination, contracts, and payroll.
Other – $500		
• Social Media Manager	**$500**	Content calendar, posting, engagement.

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2. General – $5,500 total

Category	Suggested Allocation
Venue Rental – $2,000	Rehearsal studio, dress rehearsal, and performance days (Botham rate).
Materials & Supplies – $1,000	Workshop packets, costumes, touch-ups, props, and printing of programs.
Marketing & Promotion – $1,500	Graphic design, printing flyers/posters, email ads, social boosts, photographer/videographer for promo.
Hospitality – $500	Performer meals, audience water/tea at workshop showing.
Insurance – $500	Liability for rehearsals and performance.
Contingency / Misc. – $0	*Instead of adding a new amount, keep this as a noted line to track overruns.*

3. Summary

Section	Amount
Personnel	**$14,500**
General	**$5,500**
TOTAL PROJECT EXPENSES	**$20,000**

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance
Grantee shall maintain limits no less than:

Commercial General Liability, including operations, products and completed operations, as applicable: **$1,000,000/$2,000,000** aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Deductibles and Self-Insured Retention
All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions
The general liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Grantee's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy,

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including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.

4. The Grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550.

Verification of Coverage

Grantee shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 11.1**

DATE: February 9, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

DECISION TYPE

Not Applicable

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

3.1	Presentation of the 2025 Beautification Awards for Community Service. Material: PowerPoint Presentation
3.2	Library Board of Trustees annual update presented by 2025 Chair Lainie Pascall. Material: PowerPoint Presentation
6.1	Approval of draft minutes - January 26, 2026 Regular Meeting Material: Revised draft minutes
9.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members. Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Helena Graves
Deputy City Clerk

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director


LIVERMORE
CALIFORNIA
2025 Beautification Community Service Awards
February 9, 2026
Presented by Kat Weiss,
Beautification Committee Member
CITY OF LIVERMORE

1


Beautification Community Service Awards Criteria
• These awards recognize outstanding individuals or organizations involved in:
▪ Maintaining or enhancing public spaces
▪ Encouraging resident participation in beautifying Livermore
CITY OF LIVERMORE
Internal Use Only

2

Ed Hugo

- Ed and his wife have been Livermore residents since July 2014.
- He began volunteering his time to pick up trash along the paths in south Livermore 8 or 9 years ago to give back to this beautiful city in a small way.
- Ed walks a different path each weekday collecting all kinds of items along the way.
- He has cleaned up more than 2,000 pounds of trash in the last 8 years.

Internal Use Only

3

Andrew Wang

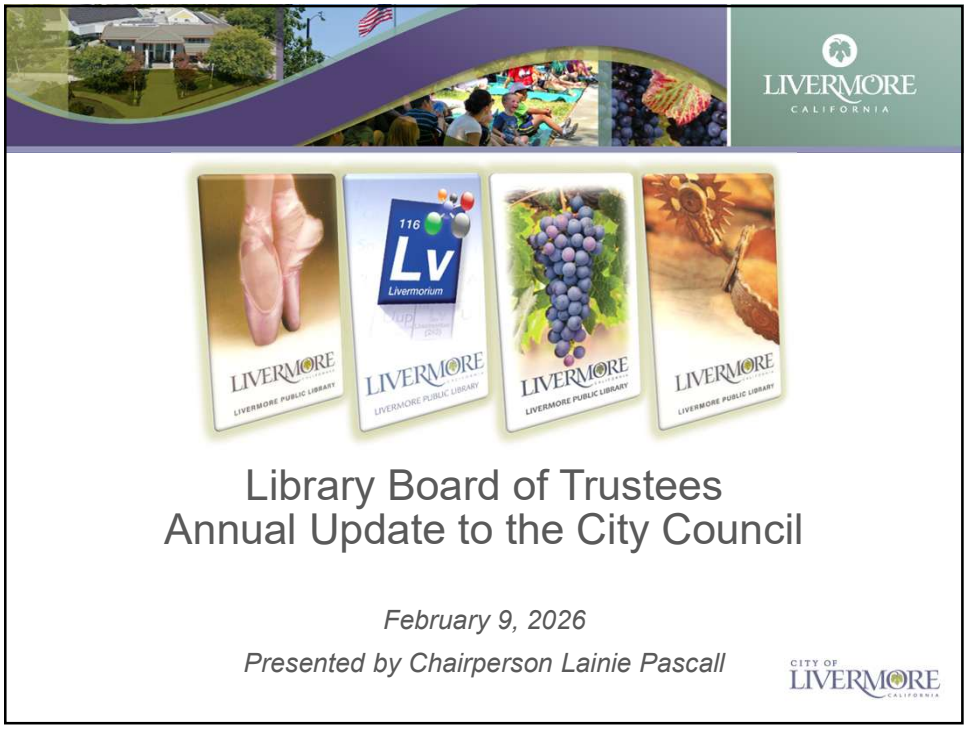
- Andy has individually cleaned up many sites around the Bay Area including here in Livermore.
- He has perfected methods to deal with large illegal dumping sites.
- He coordinates with the jurisdictions to let them know the collected litter is ready for pick up.
- Andy pays for all materials he uses and all his time, travel, and outreach is voluntary.
- In 2024 Andy joined the Beautification Committee to bring attention to illegal dumping in Livermore.
- Andy helped design new signs to prevent illegal dumping at hot spots in Livermore.

Internal Use Only

4


Congratulations to the winners of the 2025 Beautification Community Service Awards!
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Internal Use Only

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LIVERMORE
CALIFORNIA
116
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LIVERMORE
LIVERMORE PUBLIC LIBRARY
Library Board of Trustees
Annual Update to the City Council
February 9, 2026
Presented by Chairperson Lainie Pascall
CITY OF
LIVERMORE

1


Current Board Members
LIVERMORE
Lainie Pascall
Chair
Current Term:
6/2/2025 – 6/1/2028
Richard Hunt
Board Member
Current Term:
6/1/2024 – 6/1/2027
Deborah Halford
Board Member
Current Term:
6/9/2025 – 6/1/2028
Jason Hibono
Board Member
Current Term:
6/9/2025 – 6/1/2026
Nancy Olavarrieta
Vice Chair
Current Term:
6/1/2023 – 6/1/2026
CITY OF
LIVERMORE

2

Introduction and Background

- **"The Library Board of Trustees is an advisory group which recommends policy to City Council. The Board helps set goals and objectives for Library services and programs."**
- Monthly meetings are open to the public. Topics include: strategic planning/action plans, Library/patron policies, new programs and services, statistics, etc.
- The Library Board of Trustees often acts as a sounding board for staff ideas; they also provide suggestions and endorse ideas in support of the Library's strategic objectives

CITY OF LIVERMORE CALIFORNIA

3

Looking Back
2024-25 Workplan Focus Areas

- **Library Outreach in the Community** – Take on an active role in the Library's outreach and programs and events – this includes attending and participating in events as a representative of the Board, explaining roles as a member of the Board to community members, and making suggestions on new outreach efforts during meetings
- **Advocacy on Behalf of the Library** – Take on an active role in advocating for the Library
- **Policy Review and Feedback** – Help the Library by providing advisory input that will be used to refine and clarify public policies to ensure they are equitable and inclusive
- **Equity, Diversity, and Inclusion (EDI)** – Gain additional exposure to Library efforts related to EDI in FY 24/25 – In future years, the focus will shift to proposing and supporting ideas, events, and efforts with a specific EDI focus
- **Knowledge of Local and State Laws, and Support of Library Legislation** – Work to gain additional information about laws that pertain to the operation of public libraries and to support library legislation

CITY OF LIVERMORE CALIFORNIA

4

Library Outreach in the Community

Board members have attended and supported events that demonstrated Library efforts to make residents aware of our offerings and to meet our community members where they are


Storytime in the Park


Barrio Fiesta


Germar the Magician Bilingual Magic Show

The Library has continued collaborating with key community organizations to extend reach and offer unique programming

5

Equity, Diversity, and Inclusion (EDI)

The Board received reports and presentations and provided feedback and suggestions on Library events that were focused on embracing community diversity and inclusivity


Spirit of Diwali


Spirit in Motion: A Native American Cultural Celebration



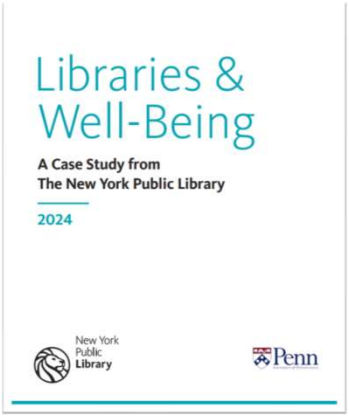

Jazz in July – Ashley Jemison and Rhonda Sauce

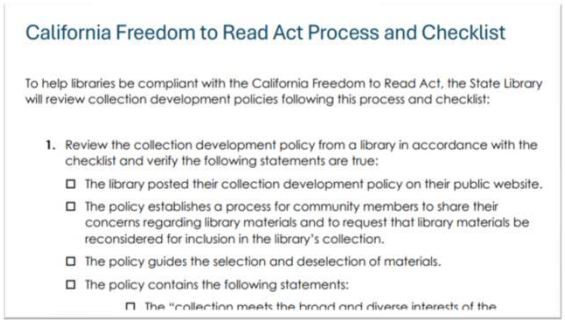

Música y Movimiento en Español

6

Advocacy on Behalf of the Library/Knowledge of Local and State Laws, and Support of Library Legislation

Staff shared important case studies and information about the challenges faced by our Library and institutions across the country – the Board provided feedback and discussed ways to overcome these challenges





CITY OF LIVERMORE

7

Policy Review and Feedback

Board Members are asked to review Library policy updates and provide input on making those policies as clear, transparent, and beneficial to the community as possible

LIVERMORE PUBLIC LIBRARY
~~MATERIALS~~ COLLECTION
DEVELOPMENT POLICY

I. Purpose

The purpose of the ~~Materials~~ Collection Development Policy of the Livermore Public Library ("Library") is to guide librarians in the development and maintenance of the Library's collections and to inform the general public of the basic principles used in this process. This policy ensures the collection meets the broad and diverse interests of the community and respects both the library's autonomy and the community's specific needs. This policy is in compliance with *Assembly Bill 1825 (the California Freedom to Read Act)*[1] and any restrictions to policies around limiting access to library materials, as defined by AB 1825, will be observed.

II. Authority and Responsibility

~~Final authority for determination of the Materials Policy is vested in the Livermore~~

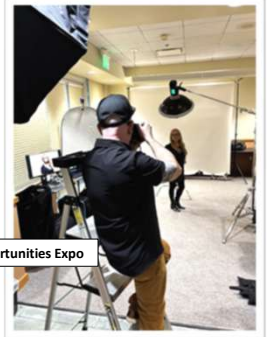
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2025 Library Highlights











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2025 Library Highlights







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2025 Library Highlights


Parol Making Workshop


Cunamacué Performance



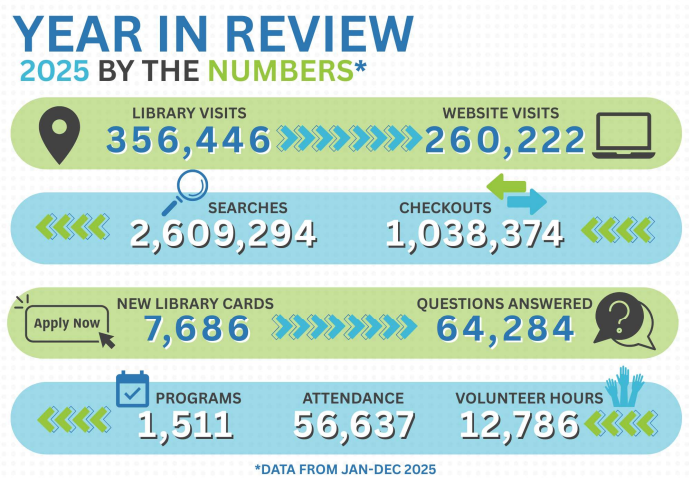

Korean Cultural Festival


Granada High Hip Hop Club Performance

CITY OF LIVERMORE

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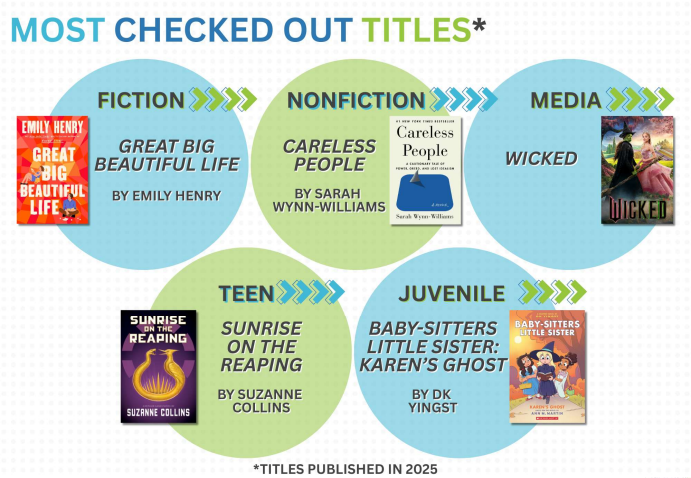
Library Services Update
2025 - By the Numbers



CITY OF LIVERMORE

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Library Services Update
2025 - By the Numbers (Cont'd)



CITY OF LIVERMORE CALIFORNIA

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Looking Forward – 2026 Workplan
Focus Areas

- **Library Outreach in the Community –** Take on an active role in the Library's outreach and programs and events – this includes attending and participating in events as a representative of the Board, explaining roles as a member of the Board to community members, and making suggestions on new outreach efforts during meetings
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- **Knowledge of Local and State Laws, and Support of Library Legislation –** Work to gain additional information about laws that pertain to the operation of public libraries and to support library legislation

CITY OF LIVERMORE CALIFORNIA

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Looking Forward – 2026 Workplan Focus Areas (Cont'd)

- **Public Engagement –** Support the Library's effort to engage with the community through promotion of the Strategic Plan Survey and the reporting of findings
- **Livermore Stories Live –** Diversity Programming Support - support the Library's goal of expanding diverse programming within the Library through promotion and engagement with local groups and individuals
- **Policies in Plain Language Project –** Support clarity and accessibility in Library policies by reviewing and providing feedback on new and updates policies

CITY OF LIVERMORE CALIFORNIA

15

Thank you!

CITY OF LIVERMORE CALIFORNIA

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DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
JANUARY 26, 2026

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Vice Mayor Kristie Wang at 6:30 pm, held in person at 1016 S. Livermore Avenue.

ROLL CALL – Present: Vice Mayor Kristie Wang, Council Members Ben Barrientos, Evan Branning, and Steven Dunbar.

Absent: Mayor John Marchand, excused.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL REGARDING CLOSED SESSION ITEM.

Vice Mayor Wang opened the public comment period.

There were no speakers, and the public comment period was closed.

1. ADJOURN TO CLOSED SESSION

1.1 Conference with Legal Counsel – Existing Litigation. To meet with legal counsel pursuant to Government Code section 54956.9(d)(1) to discuss litigation that has been formally initiated. One Case. Rojas v. AFF Trans, LLC, Eriksen v. AFF Trans, LLC, Alameda County Superior Court Case No. RG21102542 (Two cases consolidated into one); City of Livermore v. The Superior Court of Alameda County, First District Court of Appeals Case No. A175197.

REGULAR MEETING

2. CALL TO ORDER – The meeting of the City Council was called to order by Vice Mayor Kristie Wang at 7:00 pm, held in person at 1016 S. Livermore Avenue.

ROLL CALL – Present: Vice Mayor Kristie Wang, Council Members, Ben Barrientos, Evan Branning, and Steven Dunbar.

Absent: Mayor John Marchand, excused.

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Kim Cilley stated there was no reportable action.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Presentation of Military Banners to Families.

Carl Brown, Public Works Director, gave a brief presentation and presented banners to families in attendance.

3.2 Alameda County Transportation Commission (ACTC) Rail Safety Enhancement Program – Phase A Project update presented by Angelina Leong, Principal Program Analyst.

Angelina Leong, Principal Program Analyst for ACTC gave a brief presentation.

4. ADVISORY BODY APPOINTMENTS – NONE

5. OPEN FORUM

Vice Mayor Wang opened the public comment period.

Joe Lee provided a comment.

Ann Butcher provided a comment.

Chirag Kathrani provided a comment.

There were no more speakers, and the public comment period was closed.

6. CONSENT CALENDAR

Vice Mayor Wang opened the public comment period.

There were no speakers, and the public comment period was closed.

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY COUNCIL MEMBER BRANNING AND CARRIED ON A 4-0 VOTE, WITH MAYOR MARCHAND ABSENT, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR.

6.1 Approval of draft minutes - January 12, 2026 Regular Meeting.

6.2 Resolution 2026-005 authorizing execution of a Memorandum of Understanding with Alameda County Transportation Commission and

Construction and Maintenance Agreements with Union Pacific Railroad and Alameda County Transportation Commission for the construction of the L Street and Junction Avenue railroad crossings as part of the Rail Safety Enhancement Program – Phase A Project of Alameda County Transportation Commission and Livermore SM2025-22.

6.3 Resolution 2026-006 authorizing execution of an agreement with Block by Block-CA, Inc. in an amount not to exceed $642,315 for FY 2025-26 and FY 2026-27 to provide essential health and sanitation services through the Community Ambassador Program.

6.4 Resolution 2026-007 authorizing the allocation of General Funds and Social Opportunity Endowment Funds in the total amount of $255,578 for Fiscal Years 2025-27 and authorizing the execution of documents required to receive, use and distribute funds.

6.5 Resolution 2026-008 accepting the Annual Comprehensive Financial Report (ACFR) and Other Audit Reports for the Fiscal Year ended June 30, 2025.

7. PUBLIC HEARINGS – NONE

8. MATTERS FOR CONSIDERATION - NONE

9. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, STAFF AND COUNCIL MEMBERS

THE ~~MAYOR~~ VICE MAYOR AND CITY COUNCIL MEMBERS PROVIDED A SUMMARY OF RECENTLY ATTENDED EVENTS AND MEETINGS IN ADDITION TO THE INFORMATION PROVIDED IN THE SUPPLEMENTAL PACKET. COUNCIL MEMBERS WHO DID NOT PROVIDE A SUMMARY IN THE SUPPLEMENTAL PACKET ARE INCLUDED BELOW.

California Teachers Association Council Member Branning discussed his attendance at the January 2026 State Council of Education

10. ADJOURNMENT – at 7:32 pm to a Regular City Council Meeting on Monday, February 9, 2026 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

APPROVED: _____
KRISTIE WANG, VICE MAYOR

ATTEST: _____
ASHLEY ZIEBA, ACTING CITY CLERK

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	1/26/2026	City of Livermore	Tri-Valley advocacy in conjunction with the U.S. Conference of Mayors	Along with the Mayors of the Tri-Valley, we met with Senators Schiff and Padilla as well as with staff from the offices of Congressman Garamendi, Swalwell, and DeSaulnier. Also met with staff from HUD and DOT.
Mayor Marchand	1/28/2026	Daybreak Labs	Board meeting	Approved end-of-year financials, elected new officers and discussed future priorities and metrics. I was elected Chairman of the Board. Dublin Council member Kashef Qaadri is the new Vice Chair.
Mayor Marchand	1/28/2026	U.S. Conference of Mayors	Winter meeting	Co-chaired the Water Council and attended numerous programs and workshops.
Mayor Marchand	2/2/2026	City of Livermore	Project Citizen forum at Livermore High School	Participated in the discussion and answered questions along with Pleasanton's Mayor Balch.
Mayor Marchand	2/3/2026	Chamber of Commerce	Ribbon-cutting	Welcomed the company, Johnny Fly, purveyor of sunglasses and fine leather goods, to Livermore.
Mayor Marchand	2/4/2026	Livermore Chamber of Commerce	Business Alliance	Provided a summary of City activities.
Mayor Marchand	2/4/2026	Alameda County Local Agency Formation Commission	Commission Meeting	Approved 2 sets of minutes and the proposed annexation of the Merritt Property in Pleasanton. Also approved license agreement and MOU with the County.
Mayor Marchand	2/5/2026	City of Livermore	TV30 Mayor's Report	Provided an update on City activities.
Mayor Marchand	2/6/2026	San Joaquin Regional Rail Commission	Commission meeting	Approved several resolutions, the ridership and revenue reports, set future dates and times for meetings and received the quarterly performance reports.
Mayor Marchand	2/7/2026	City of Livermore	Quilt of Valor presentation	Presented a Certificate of Recognition to former Marine, Larry Ulibarri commemorating his receiving a Quilt of Valor and his 100th birthday.
Mayor Marchand	2/7/2026	Scouting America	Eagle Scout Court of Honor	Presented a Certificate of Recognition to Charlie Tang.
Mayor Marchand	2/9/2026	Alameda County Transportation Commission Planning, Policy and Legislative Committee	Committee meeting	Received updates on the Federal, State and regional legislative activities and on the Countywide Active Transportation Plan.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Barrientos	2/7/2026	Bay East Association of Realtors	Awards and installation of officers	Simple awards and installation of the organization's officers

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)
Council Member Branning	1/29/2026	Uncle Credit Union	Ribbon Cutting
Council Member Branning	2/2/2026	Livermore Amador Valley Transit Authority	Board Meeting
Council Member Branning	2/4/2026	Livermore Valley Arts	Chairs mixer

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Dunbar	2/3/2026	Johnny Fly / Chamber of Commerce	Grand Opening	
Council Member Dunbar	2/7/2026	Quilts of Valor	Quilt for a Veteran Presentation and birthday party	Larry Ulibarri's 100th Birthday