Malibu Arts Commission
Regular Meeting Agenda

Tuesday, March 24, 2026
9:30 A.M.
Malibu City Hall, Multipurpose Room

Call to Order

Roll Call

Approval of Agenda

Report on Posting of Agenda – March 20, 2026

1. Ceremonial/Presentations

None.

2. Written and Oral Communications from the Public

A. Communications from the Public concerning matters which are not on the agenda but for which the Commission has subject matter jurisdiction. The Commission may not act on these matters at this meeting.

B. Commission Ad Hoc Committee Reports
1. Arts in Education
2. Malibu Public Art Exhibitions
3. Business and Community Outreach
4. Social Media
5. Community Resilience Project

3. Consent Calendar

A. Previously Discussed Items

None.

B. New Items

1. Approval of Minutes

Staff Recommendation: Approve the minutes for the January 27, 2026 Malibu Arts Commission Regular meeting and the February 24, 2026 Malibu Arts Commission Regular meeting.

Staff Contact: Community Services Director Riesgo, 456-2489 ext. 350

4. Old Business

A. Malibu Arts Commission Rules of Procedure and Decorum

Recommended Action: Adopt Malibu Arts Commission Resolution No. 26-01 Rules of Procedure and Decorum amending Section 1.1.B. Election of Officers.

Staff Contact: Community Services Director Riesgo, 456-2489 ext. 350

5. New Business

A. Storm Drain Artwork Project

Recommended Action: Review the Storm Drain Artwork Project and determine the artwork selection process.

Staff Contact: Community Services Director Riesgo, 456-2489 ext. 350

6. Staff Updates

7. Commissioner Reports, Comments and Inquiries

Future Agenda Items

Adjournment

Future Meetings

Tuesday, April 28, 2026	9:30 a.m.	Regular Meeting	City Hall Multipurpose Room
Tuesday, May 26, 2026	9:30 a.m.	Regular Meeting	Council Chambers/Civic Theater
Tuesday, June 23, 2026	9:30 a.m.	Regular Meeting	City Hall Multipurpose Room

Guide to the City Commission Proceedings

Written Communication: *Members of the public are encouraged to submit email written communication to bsaleaumua@malibucity.org before the meeting begins.*

The Oral Communication *portion of the agenda is for members of the public to present items which are not listed on the agenda, but are under the subject matter jurisdiction of the Commission. Although no action may be taken, the Commission and staff will follow up, at an appropriate time, on those items needing response. Each speaker is limited to (3) three minutes. Time may be surrendered by deferring (1) one minute to another speaker, not to exceed a total of (8) eight minutes. The speaker wishing to defer time must be present when the item is heard. In order to be recognized and present an item, each speaker must complete and submit to the Recording Secretary a Request to Speak form prior to the beginning of the item being announced by the Chair (forms are available at the entrance to the meeting room). Speakers are taken in the order slips are submitted.*

Items in Consent Calendar Section A *have already been considered by the Commission at a previous meeting where the public was invited to comment, after which a decision was made. These items are not subject to public discussion at this meeting because the vote taken at the previous meeting was final. Resolutions concerning decisions made at previous meetings are for the purpose of memorializing the decision to assure the accuracy of the findings, the prior vote, and any conditions imposed.*

Items in Consent Calendar Section B *have not been discussed previously by the Commission. If discussion is desired, an item may be removed from the Consent Calendar for individual consideration. Commissioners may indicate a negative or*

abstaining vote on any individual item by so declaring prior to the vote on the motion to adopt the entire Consent Calendar. Items excluded from the Consent Calendar will be taken up by the Commission following the action on the Consent Calendar. The Commission first will take up the items for which public speaker requests have been submitted. Public speakers shall follow the rules as set forth under Oral Communication.

***Old Business** items have appeared on previous agendas but have either been continued or tabled to this meeting with no final action having been taken. Public comment shall follow the rules as set forth under Oral Communication.*

***Items in New Business** are items which are appearing for the first time for formal action. Public comment shall follow the rules as set forth under Oral Communication.*

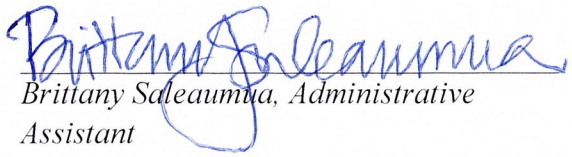
***Members of the Audience:** Members of the audience shall not engage in disorderly or boisterous conduct, including clapping, whistling, stamping of feet, or other acts which disturb, disrupt, impede or otherwise disturb the orderly conduct of the City Council meeting. Persons addressing the Commission shall not engage in disorderly conduct which disrupts, or otherwise impede the orderly conduct or Commission meetings. Any person who so disrupts a Commission meeting may, at the discretion of the presiding officer or a majority of the Commission, be subjected to ejection from that meeting.*

Copies of the staff reports or other written documentation relating to each item of business described above are on file in the Community Services Department, Malibu City Hall, 23825 Stuart Ranch Road, Malibu, California and are available for public inspection during regular office hours which are 7:30 a.m. to 5:30 p.m., Monday through Thursday, and 7:30 a.m. to 4:30 p.m., Friday. Written materials distributed to the Commission within 72 hours of the Commission meeting are available for public inspection immediately upon distribution (Government Code Section 54957.5(b)(2). Copies of staff reports and written materials may be purchased for $0.10 per page. Pursuant to State law, this agenda was posted at least 72 hours prior to the meeting.

The City Hall phone number is (310) 456-2489. To contact City Hall using a telecommunication device for the deaf (TDD), please call (800) 735-2929 and a California Relay Service operator will assist you. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Yolanda Bundy, Environmental Sustainability Director, at (310) 456-2489, ext. 229. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADD Title II].

Requests to show an audio or video presentation during a Commission meeting should be directed to the Recording Secretary at bsaleaumua@malibucity.org. Material must be submitted by 2:00 p.m. on the day before the meeting.

I hereby certify under penalty of perjury, under the laws of the State of California, that the foregoing agenda was posted in accordance with the applicable legal requirements. Dated this 20th day of March 2026, at 1:00 p.m.



Brittany Saleaumua, Administrative Assistant

Malibu Arts Commission Agenda Report

Malibu Arts Commission
Regular Meeting
03-24-26
Item 3.B.1.

To: Chair Jones and Members of the Malibu Arts Commission

Prepared by: Brittany Saleaumua, Administrative Assistant

Approved by: Kristin Riesgo, Community Services Director

Date prepared: March 16, 2026 Meeting date: March 24, 2026

Subject: Approval of Minutes

RECOMMENDED ACTION: Approve the minutes for the January 27, 2026 Malibu Arts Commission Regular meeting and the February 24, 2026 Malibu Arts Commission Regular meeting.

DISCUSSION: Staff has prepared draft minutes for the January 27, 2026 Malibu Arts Commission Regular meeting and the February 24, 2026 Malibu Arts Commission Regular meeting.

ATTACHMENTS: 1) January 27, 2026 Regular meeting minutes
2) February 24, 2026 Regular meeting minutes

MINUTES
MALIBU ARTS COMMISSION
REGULAR MEETING
JANUARY 27, 2026
MALIBU CITY HALL, MULTIPURPOSE ROOM
9:30 A.M.

MEETING CALL TO ORDER

Vice Chair Jones called the meeting to order at 9:37 a.m.

ROLL CALL

The following persons were recorded in attendance by the Recording Secretary:

PRESENT: Vice Chair Peter Jones; Commissioners Maureen Haldeman, Pamela Conley Ulich, and Dennis Smith

ABSENT: Commissioner Lotte Cherin

ALSO PRESENT: Kristin Riesgo, Community Services Director; and Brittany Saleaumua, Administrative Assistant

APPROVAL OF AGENDA

MOTION Commissioner Conley Ulich moved, and Commissioner Haldeman seconded a motion to approve the agenda. The question was called, and the motion carried 4 - 0; Commissioner Cherin absent.

REPORT ON POSTING OF AGENDA

Administrative Assistant Saleaumua reported that the meeting agenda was properly posted on January 22, 2026.

ITEM 1. CEREMONIAL/PRESENTATIONS

A. Administration of Oath of Office to Newly Appointed Commissioners

Administrative Assistant Saleaumua administered the Oath of Office to Commissioner Haldeman.

B. Election of Chair and Vice Chair

Vice Chair Jones stated election of Chair and Vice Chair would be postponed to the next Regular meeting since Commissioner Cherin was absent.

Commissioner Conley Ulich stated she would like to review the Commission's Rules of Procedure and Decorum to review the rule on Election of Officers.

ITEM 2.A. WRITTEN AND ORAL COMMUNICATIONS FROM THE PUBLIC

Vice Chair Jones opened the floor for public comment.

John De Herrera proposed an Art Walk at Legacy Park.

Haylynn Conrad stated she wanted to utilize public spaces for art. She suggested reaching out to Muralism, a Los Angeles non-profit organization, to add a mural on the retaining wall at Pacific Coast Highway and Las Flores Canyon Road. She stated utility boxes could also be painted.

Yvette Mattern presented the Global Rainbow Project and stated she wanted to display it with the support of the City from July 3 to 5, 2026. She stated it was on display twice in 2025, and people supported the project. She stated the permitting would be obtained from the Community Development Department.

In response to Commissioner Conley Ulich, Ms. Mattern stated the budget was $40,000 and would be fundraised.

Julie Carmen stated she supported performing arts in Malibu and requested a professional dance floor in the Performing Arts Center.

Tigist Helen Schmidt stated she submitted an exhibition proposal for her photography artwork for Commission consideration in Fiscal Year 2026-27.

ITEM 2.B. COMMISSION AD HOC COMMITTEE REPORTS

1. Arts in Education

   Commissioner Conley Ulich requested information regarding arts in education.

   Community Services Director Riesgo stated poetry workshops were completed at Webster Elementary School and the workshops at Malibu Elementary School and Malibu High School would take place in the Winter and Spring seasons.

2. Malibu Public Art Exhibitions

   Community Services Director Riesgo stated staff worked with the Malibu Public Art Exhibitions Ad Hoc Committee to finalize the exhibition schedule for Fiscal Year 2026-27. She stated the Commission would review and approve the list of exhibitions in June or July.

Commissioner Smith thanked staff for their assistance with the exhibitions and welcomed Commissioner Haldeman. He requested that she join him on the Malibu Public Art Exhibitions Ad Hoc Committee.

3. Business and Community Outreach

Commissioner Conley Ulich stated she held events in relation to a Year of Love, Hope, and Healing. She wanted to work with the Chamber of Commerce and local businesses to expand outreach programming.

4. Social Media

Commissioner Conley Ulich stated she would arrive early for the February 24, 2026 Regular meeting to meet artists and discuss art related items.

5. Parcel C Performing Arts Center

In response to Vice Chair Jones, Community Services Director Riesgo stated during the January 26, 2026 City Council Regular meeting, City Council directed staff to pause all work on the Parcel C Performing Arts Center until further notice.

ITEM 3 CONSENT CALENDAR

MOTION Commissioner Conley Ulich moved, and Commissioner Smith seconded a motion to approve the Consent Calendar. The question was called, and the motion carried 4-0; Commissioner Cherin absent.

The Consent Calendar consisted of the following items:

A. Previously Discussed Items
None.

B. New Items
1. Approval of Minutes
Recommended Action: Approve the minutes for the October 28, 2025 Malibu Arts Commission Regular meeting.

ITEM 4 OLD BUSINESS

A. Community Resilience Project
Recommended Action: 1) At the recommendation of Vice Chair Jones and Commissioner Conley Ulich, review the proposed Community Resilience Project, and 2) Provide feedback to staff.

Community Services Director Riesgo presented the staff report.

Haylynn Conrad stated that, since the original staircase was unavailable, the Commission could duplicate the staircase piece. She suggested replicating artwork that reflects local artistry and history to promote cultural awareness.

Vice Chair Jones supported the idea of hosting an art exhibition related to the fires.

Commissioner Conley Ulich recommended a series of three projects: a community mural recognizing the 25th Annual Chumash Day Powwow and the City's 35th Anniversary in March, the Global Rainbow Project in July, and the Art Walk at Legacy Park in September.

Commissioner Smith stated building a replica of the staircase would not be feasible. He stated he was opposed to displaying destruction and fire-related items since the daily reminder of what happened could be seen on Pacific Coast Highway.

Commissioner Haldeman stated the concept of resiliency was wonderful and the Commission did not need to reinforce the ugliness of the disasters but embrace the beauty and show the positiveness that has occurred.

MOTION Commissioner Conley Ulich moved, and Vice Chair Jones seconded a motion to organize a community mural project at the Chumash Day Powwow on March 28-29, 2026, recommended staff work with Yvette Mattern to display the Global Rainbow Project on July 3-5, 2026, and coordinate a Legacy Park Art Walk as part of the Public Safety Preparedness Expo in September. The question was called, and the motion carried 4-0; Commissioner Cherin absent.

ITEM 5 NEW BUSINESS

A. Ad Hoc Committees

Recommended Action: 1) Review and discuss the Commission Ad Hoc Committees, and 2) Affirm, modify, dissolve, or create new Ad Hoc Committee appointments.

Community Services Director Riesgo presented the staff report and stated the Parcel C Performing Arts Center Ad Hoc would be dissolved until further notice since City Council requested all work on Parcel C be put on hold.

Commissioner Conley Ulich suggested adding a Community Resilience Project Ad Hoc Committee consisting of Vice Chair Jones and herself. She stated Ad Hoc would coordinate the community resiliency events with Staff.

Commissioner Haldeman stated she wanted to be on the Malibu Public Art Exhibitions Ad Hoc with Commissioner Smith.

In response to Commissioner Conley Ulich, Commissioner Haldeman stated she would assist Commissioner Conley Ulich on the Social Media Ad Hoc.

Administrative Assistant stated the revisions consisted of 1) dissolving the Parcel C Performing Arts Center Ad Hoc; 2) creating the Community Resilience Project Ad Hoc; 3) appointing Vice Chair Jones and Commissioner Conley Ulich to the Community Resilience Ad Hoc; and 4) appointing Commissioner Haldeman to the Malibu Public Art Exhibitions and Social Media Ad Hocs.

MOTION Commissioner Conley Ulich moved, and Vice Chair Jones seconded a motion to 1) dissolving the Parcel C Performing Arts Center Ad Hoc; 2) creating the Community Resilience Project Ad Hoc; 3) appointed Vice Chair Jones and Commissioner Conley Ulich to the Community Resilience Ad Hoc; and 4) appoint Commissioner Haldeman to the Malibu Public Art Exhibitions and Social Media Ad Hocs. The motion carried 4-0; Commissioner Cherin absent.

B. Public Art Opportunities
Recommended Action: Review and provide feedback on potential public art opportunities.

Community Services Director Riesgo presented the staff report.

In response to Vice Chair Jones, Community Services Director Riesgo stated the artwork on the storm drains were worn-out and four storm drains would be painted with new artwork.

Vice Chair Jones stated he supported the Storm Drain Artwork Project.

Commissioner Conley Ulich stated the Commission should focus on the Summer 2028 Olympics to showcase Malibu's surf culture. She recommended coordinating a longboard surf competition at Surfrider Beach before the Olympics. She stated it would include a surfboard art element. She recommended the City display the 7-7-7 artwork created by David Legaspi during FIFA.

Community Services Director Riesgo asked if by consensus the Commission wanted to proceed with the Storm Drain Artwork Project.

CONSENSUS By Consensus, the Commission recommended that staff proceed with the Storm Drain Artwork Project.

In response to Commissioner Haldeman, Commissioner Conley Ulich stated that the 7-7-7 display represented the seven colors of the rainbow, with seven endangered species performing seven different skateboarding poses.

In response to Commissioner Conley Ulich, Community Services Director Riesgo stated the Art in Public Places fund had specific requirements for expensing and displaying public art.

ITEM 6 STAFF UPDATES

Community Services Director Riesgo provided an update on the Art Conservation Clinic, poetry programs, Nathan Hassall's poetry stone, and poetry stone pavers.

ITEM 7 COMMISSIONER REPORTS, COMMENTS AND INQUIRIES

Commissioner Smith stated he supported agendizing the Commission's Rules of Procedure and Decorum to discuss the rules regarding the Election of Officers.

CONSENSUS By Consensus, the Commission recommended agendizing the Rules of Procedure and Decorum.

FUTURE AGENDA ITEMS

Rules of Procedure and Decorum
Community Resilience Project Mural
Spring Art Exhibition
Art in Public Places

ADJOURNMENT

At 11:07 a.m., Vice Chair Jones adjourned the meeting.

Approved and adopted by the Malibu Arts Commission of the City of Malibu on March 24, 2026.

PETER JONES, Chair

ATTEST:

BRITTANY SALEAUMUA, Administrative Assistant

MINUTES
MALIBU ARTS COMMISSION
REGULAR MEETING
FEBRUARY 24, 2026
MALIBU CITY HALL, MULTIPURPOSE ROOM
9:30 A.M.

MEETING CALL TO ORDER

Vice Chair Jones called the meeting to order at 9:34 a.m.

ROLL CALL

The following persons were recorded in attendance by the Recording Secretary:

PRESENT: Vice Chair Peter Jones; Commissioners Lotte Cherin, Maureen Haldeman, Pamela Conley Ulich, and Dennis Smith

ALSO PRESENT: Kristin Riesgo, Community Services Director; and Brittany Saleaumua, Administrative Assistant

APPROVAL OF AGENDA

MOTION Commissioner Conley Ulich moved, and Commissioner Cherin seconded a motion to approve the agenda. The question was called, and the motion carried unanimously.

REPORT ON POSTING OF AGENDA

Administrative Assistant Saleaumua reported that the meeting agenda was properly posted on February 19, 2026.

ITEM 1. CEREMONIAL/PRESENTATIONS

A. Election of Chair and Vice Chair

Commissioner Cherin nominated Vice Chair Jones to serve as Chair. She stated Vice Chair Jones has stepped into the role of Chair since Mr. Haldeman's vacancy.

Commissioner Smith nominated himself for Chair.

Administrative Assistant Saleaumua closed nominations for Chair.

The question was called, and the Commission voted 3-1-1 in favor of Vice Chair Jones as Chair; Commissioner Smith voted for himself, and Commissioner Conley Ulich abstained.

Administrative Assistant Saleaumua opened the floor for nominations for Vice Chair.

Chair Jones nominated Commissioner Cherin for Vice Chair.

Commissioner Smith nominated himself for Vice Chair.

Administrative Assistant Saleaumua closed nominations for Vice Chair.

The question was called, and the Commission voted 3-1-1 in favor of Commissioner Cherin as Vice Chair; Commissioner Smith voted for himself, and Commissioner Conley Ulich abstained.

ITEM 2.A. WRITTEN AND ORAL COMMUNICATIONS FROM THE PUBLIC

Administrative Assistant Saleaumua stated that written correspondence was received from Mr. Scott Dittrich, the correspondence was emailed to the Commissioners and a hard copy was provided at the meeting.

In response to Chair Jones, Community Services Director Riesgo clarified that Mr. Dittrich's correspondence was referring to Las Flores Creek Park.

ITEM 2.B. COMMISSION AD HOC COMMITTEE REPORTS

1. Arts in Education

   Community Services Director Riesgo provided an update on poetry workshops at Malibu Elementary School and Malibu High School. She stated that staff had begun working on the student poetry and art anthology.

   In response to Commissioner Conley Ulich, Community Services Director Riesgo stated the students' artwork was revealed at the annual Poetry Summit in May and would be promoted online after the reveal.

2. Malibu Public Art Exhibitions

   Community Services Director Riesgo provided an update on the Student Art Exhibition. She stated the art exhibition featuring Gay Summer Rick would be displayed from March 23 through May 1, and an opening reception would be on Sunday, March 22.

3. Business and Community Outreach

   Commissioner Conley Ulich stated the Year of Love, Hope, and Healing was successful.

4. Social Media

In response to Commissioner Conley Ulich, Community Services Director Riesgo, she could research social media analytics and provide it to the Commission for review.

5. Community Resilience Project

The update would be provided during Item 5.B.

ITEM 3 CONSENT CALENDAR

None.

ITEM 4 OLD BUSINESS

None.

ITEM 5 NEW BUSINESS

A. Malibu Arts Commission Rules of Procedure and Decorum
Recommended Action: 1) Review the Malibu Arts Commission Rules of Procedure and Decorum; and 2) Recommend revisions for adoption by Resolution at the next Regular Commission meeting.

Community Services Director Riesgo presented the staff report.

Commissioner Cherin stated it was important that elections take place with the entire Commission present.

Commissioner Conley Ulich stated that the Commission was violating the Rules of Procedure and Decorum because elections were held during this meeting instead of in June.

Community Services Director Riesgo stated that Section 5 of the Rules of Procedure and Decorum allows the Commission to suspended the rules by a majority vote. She recommended to add the allowance of filling a vacancy in Section 1.1.B.

Commissioner Conley Ulich suggested to revise Section 1.1.B. to, "The Commission shall hold an election in June and/or as necessary due to unforeseen absences."

Commissioner Smith stated that elections could occur as long as four members of the Commission were present.

Chair Jones indicated agreement with Commissioner Smith.

MOTION Commissioner Smith moved, and Chair Jones seconded a motion to revise Section 1.1.B. of the Rules of Procedure and Decorum regarding Election of Officers to state "The Commission shall hold an election at its regular meeting in June of each year to select a Chair and Vice Chair from its membership. If the full Commission is not in attendance, at least four members of the Commission shall be present, or the election shall be continued to the next Regular Commission meeting." The motion carried 4-1; Commissioner Cherin dissenting.

Community Services Director Riesgo clarified whether the vacancy verbiage had been approved for inclusion in the rules.

FRIENDLY AMENDMENT

Commissioner Smith amended the motion to revise Section 1.1.B of the Rules of Procedure and Decorum regarding Election of Officers to state, "The Commission shall hold an election at its Regular meeting in June of each year to select a Chair and Vice Chair from its membership, or sooner, in the event of an unplanned vacancy. If the full Commission is not in attendance, at least four members of the Commission shall be present, or the election shall be continued to the next Regular Commission meeting." The seconder accepted the amendment. The question was called, and the motion carried 4-1; Commissioner Cherin dissenting.

MOTION Commissioner Conley Ulich moved, and Chair Jones seconded a motion to suspend the rules for the Election of Officers since Elections were held during the February 24, 2026 Malibu Arts Commission Regular meeting. The motion carried 4-1; Commissioner Smith dissenting.

B. Malibu City Gallery Spring Art Exhibition

Recommended Action: At the recommendation of the Malibu Public Arts Exhibitions Ad Hoc Committee, approve featured artists Jacquelyn Blue and JoAnne Unger for the spring Malibu City Gallery art exhibition.

Community Services Director Riesgo presented the staff report.

Commissioner Haldeman stated that both artists were great, have been painting for years, and have won multiple awards. She stated they had recently begun painting together on a single canvas.

Commissioner Conley Ulich stated that it would be a unique experience to see their individual work and their joint artwork on display in the gallery.

MOTION Vice Chair Cherin moved, and Chair Jones seconded a motion to approve Jacquelyn Blue and JoAnne Unger for the spring Malibu City Gallery art exhibition. The motion carried unanimously.

C. Community Resiliency Mural Project

Recommended Action: At the recommendation of the Community Resilience Project Ad Hoc Committee, approve artist Hunter Blaze Pearson to create the City of Malibu 35th Anniversary Mural Project

Community Services Director Riesgo presented the staff report.

Commissioner Conley Ulich stated Hunter Blaze Pearson was a local artist and asked to incorporate cultural pieces into the mural.

In response to Vice Chair Cherin, Community Services Director Riesgo stated the mural would be on canvas and displayed at the Michael Landon Center at Malibu Bluffs Park.

In response to Chair Jones, Community Services Director Riesgo stated the City would own the mural upon completion.

MOTION Vice Chair Cherin moved, and Commissioner Conley Ulich seconded a motion to approve Hunter Blaze Pearson to create the City of Malibu 35th Anniversary Mural Project. The motion carried unanimously.

ITEM 6 STAFF UPDATES

Community Services Director Riesgo provided an update on poetry programs and Chumash Day.

ITEM 7 COMMISSIONER REPORTS, COMMENTS AND INQUIRIES

Chair Jones provided an update on his Commission report, presented at the February 23, 2026 City Council meeting.

In response to Commissioner Conley Ulich, Community Services Director Riesgo stated that the longboarding surfing event idea discussed at the January 27, 2026 Regular meeting was outside the Commission's scope and the Community Services Department's purview and budget, as the event would involve multiple jurisdictions. She stated that further direction from the City Council would be required to move forward.

Commissioner Conley Ulich stated that Ryan Keeley, known as "Keeley," was an artist visiting Malibu from New York and would be interested in a solo exhibition at the Malibu City Gallery. She stated he was helping Malibu Urgent Care's fundraising efforts.

FUTURE AGENDA ITEMS

Art in Public Places

ADJOURNMENT

At 10:30 a.m., Chair Jones adjourned the meeting.

Approved and adopted by the Malibu Arts Commission of the City of Malibu on March 24, 2026.

PETER JONES, Chair

ATTEST:

BRITTANY SALEAUMUA, Administrative Assistant

Malibu Arts Commission Agenda Report

Malibu Arts Commission
Regular Meeting
03-24-26
Item 4.A.

To: Chair Jones and Members of the Arts Commission

Prepared by: Brittany Saleaumua, Administrative Assistant

Reviewed by: Kristin Riesgo, Community Services Director

Date prepared: March 18, 2026 Meeting date: March 24, 2026

Subject: Malibu Arts Commission Rules of Procedure and Decorum

---

RECOMMENDED ACTION: Adopt Malibu Arts Commission Resolution No. 26-01 Rules of Procedure and Decorum amending Section 1.1.B. Election of Officers.

DISCUSSION: At the February 24, 2026 Malibu Arts Commission Regular meeting, the Commission reviewed and discussed Resolution No. MAC 24-01. The Commission requested that the procedure for electing the Chair and Vice Chair be revised. By majority vote, the Commission requested amending Section 1.1.B. of the Rules of Procedure and Decorum for the Conduct of Malibu Arts Commission Regular meetings. The adjustment to Section 1.1.B. will read as follows:

Election of Officers

> The Commission shall hold an election at its Regular meeting in June of each year to select a Chair and Vice Chair from its membership, or sooner, in the event of an unplanned vacancy. If the full Commission is not in attendance, at least four members of the Commission shall be present, or the election shall be continued to the next Regular Commission meeting.

Section 02.26.100 of the Malibu Municipal Code requires that the organization of the Commission elections be adopted by Resolution.

All other sections in the City of Malibu Arts Commission Resolution will remain in effect without any adjustments.

ATTACHMENTS: Draft Resolution No. MAC 26-01

RESOLUTION NO. MAC 26-01

A RESOLUTION OF THE MALIBU ARTS COMMISSION OF THE CITY OF MALIBU ADOPTING RULES OF PROCEDURE AND DECORUM FOR THE CONDUCT OF MALIBU ARTS COMMISSION MEETINGS

The Malibu Arts Commission of the City of Malibu does hereby find, order, and resolve as follows:

SECTION 1. The Malibu Arts Commission does hereby adopt the following Rules of Procedure and Decorum for the Conduct of Malibu Arts Commission Meetings:

1. RULES FOR COMMISSIONERS

A. Decorum

Members of the Malibu Arts Commission (hereinafter referred to as "Commission") shall conduct themselves in an orderly and businesslike manner to ensure that the business of the Commission shall be attended to efficiently and thoroughly and to ensure that the integrity of the deliberative process of the Commission is maintained at all times. Members of the Commission shall maintain a polite, respectful, and courteous manner when addressing one another, the City staff, and members of the public during Commission meetings.

B. Election of Officers

The Commission shall hold an election at its Regular meeting in June of each year to select a Chair and Vice Chair from its membership, or sooner, in the event of an unplanned vacancy. If the full Commission is not in attendance, at least four members of the Commission shall be present, or the election shall be continued to the next Regular Commission meeting.

The Chair and Vice Chair shall remain in office until replaced by newly elected officers.

C. Role of the Presiding Officer

The presiding officer of the Commission, who shall be the Chair or, in the Chair's absence, the Vice Chair, shall be responsible for maintaining the order and decorum of meetings. It shall be the duty of the presiding officer to ensure that the Commission's adopted Rules of Procedure and Decorum are followed at all times. The presiding officer shall maintain control of communication between Commissioners and between the Commission and the public and shall chair each meeting in a fair and impartial manner. It shall be the duty of each Commissioner to support the presiding officer in maintaining the order and decorum of Commission meetings.

D. Communication between Commissioners

Commissioners should request the floor of the presiding officer before speaking. Commissioners shall speak in turn, and no Commissioner shall speak again until all Commissioners shall have had the opportunity to speak. Commissioners shall remember that the purpose of the Commission meeting is to conduct the business of the Commission. Commissioners shall avoid repetition and shall endeavor to limit their comments to the subject matter at

DRAFT

hand. Commissioners should endeavor to express their views without engaging in lengthy debates. When one Commissioner is speaking, other Commissioners shall not interrupt or disturb the speaker. During questions and deliberations, the presiding officer shall vary the speaking sequence of Commissioners from item to item.

E. Communication with the Public Addressing the Commission

On specific agenda items, Commissioners may question any person addressing the Commission at the conclusion of all public testimony on that agenda item before the Commission. Commissioners shall not engage any member of the public in a dialogue with themselves, other Commissioners, City staff, or other members of the public. All requests to speak shall be made to the presiding officer. If a member of the public addresses the Commission on a matter not on the meeting's agenda, Commissioners shall refrain from a discussion of the matter. Public comments requesting specific Commission discussion and/or action shall be summarized by the presiding officer following all public comments. Such matters may, at the direction of the majority of the City Council or the City Manager, be placed on a future agenda for discussion and/or action.

2. RULES FOR CITY STAFF

A. Decorum

City staff shall not engage in dialogue with members of the public during Commission meetings. When addressed by a Commissioner, staff shall respond in a polite, respectful and courteous manner. All requests to speak shall be made to the presiding officer.

B. Role of the City Manager

The City Manager's duties during Commission meetings are advisory in nature.

3. RULES FOR THE PUBLIC

A. Members of the Audience

Members of the audience shall not engage in disorderly or boisterous conduct, including clapping, whistling, stamping of feet or other acts which disturb, disrupt, impede or otherwise disturb the orderly conduct of the Commission meeting.

B. Persons Addressing the Commission

Any person wishing to address the Commission on an item before the Commission should fill out a speaker slip, which shall include the meeting date, name of the speaker, and issue being addressed. The speaker shall submit the speaker slip to the Recording Secretary prior to that agenda item

DRAFT

being announced by the presiding officer. No person shall address the Commission without first being recognized by the presiding officer. Members of the public addressing the Commission shall have three minutes to speak. The Commission may, by majority vote, alter this time limit. Additional speakers (who must be present at the time) may surrender their opportunity to speak and instead defer one minute to another speaker on the same item for up to a total of five additional minutes. Speakers wishing to defer their time must submit a speaker slip indicating their intent to defer their time and to whom that time shall be awarded.

Persons addressing the Commission on a specific agenda item shall confine their remarks to that agenda item. Any public requests for staff comment shall be made to the presiding officer who may then direct such inquiries to staff as appropriate. Persons addressing the Commission shall not engage in disorderly conduct which disrupts or otherwise impedes the orderly conduct or Commission meetings. Any person who so disrupts a Commission meeting may, at the discretion of the presiding officer or a majority of the Commission, be subject to ejection from that meeting.

C. Enforcement

Upon violation of these Rules, the presiding officer shall request that the person violating the rules cease such conduct. If, after a warning from the presiding officer, the person persists in disrupting the meeting, the presiding officer shall order the person to leave the Commission meeting. If the person does not leave the meeting, the presiding officer may order any law enforcement officer on duty to act as sergeant-at-arms and remove the person from the room in which the Commission meeting is being held. Any person who resists removal by the sergeant-at-arms may be charged with a violation of these rules, as well as any other applicable ordinance or law. If the presiding officer of the Commission fails to enforce these rules, a majority vote of the Commission may designate another Commissioner to act as presiding officer and enforce these rules. If a meeting of the Commission is disturbed in such a manner as to make infeasible the restoration of order, the presiding officer or a majority of the Commission may exercise the authority granted by California Government Code Section 54957.9 by ordering the meeting room cleared and continuing in such a manner as authorized by Section 54957.9.

4. MEETINGS

A. Commission Agenda

1. Format

The format of the Commission agendas shall be as follows unless otherwise re-ordered by the Commission at a specific meeting:

DRAFT

- Call to Order
- Roll Call
- Approval of Agenda
- Report on Posting of the Agenda
- Ceremonial/Presentations
- Written and Oral Communications from the Public
- Consent Calendar
- Old Business (continued, postponed, or leftover items from prior meetings)
- New Business
- Staff Updates
- Commissioner Reports, Comments, and Inquiries
- Future Agenda Items
- Adjournment

2. Placement of Items on a Commission Meeting Agenda

All agenda items must originate from the Malibu Arts Commission or the Community Services Director in order to be placed on a Commission meeting agenda. Requests for items to be placed on the agenda must contain a brief report explaining the item, the reason for the request, and any supporting materials available. The Community Services Director, in consultation with the Chair, shall be responsible for scheduling all agenda items submitted by the City Council, City staff, or by the Commission on its own motion, provided the matter is consistent with the duties of the Commission as set forth in Section 2.40.080 of the Malibu Municipal Code.

B. Robert's Rules of Order

In all matters and things not otherwise provided for herein, the proceedings of the Commission shall be governed by "Robert's Rules of Order, New Revised," as amended by State law. Commissioners should familiarize themselves with rules concerning making main motions, making motions to amend, postpone (continue to date certain or indefinitely), table or refer to staff, subcommittee or another body, calling the previous question (to close debate) or recess (break), rising to points or order (procedure), personal privilege (too noisy, personal insult) or information and motions to reconsider a matter already decided by the Commission, divide motion(s), ask for a roll call vote, suspend the rules, overrule the Chair, move the agenda and adjourn. However, no action of the Commission shall be invalidated or the legality thereof affected by the failure or omission to observe or follow Robert's Rules of Order.

At any time, a Commissioner may interject a Personal Point of Order to state a potential deviation from the rules, which the Commission will then hear.

DRAFT

C. Regular Meeting Schedule
The Commission shall hold their regular meetings on the fourth Tuesday of every month, starting promptly at 9:30 a.m. The Commission shall not hear any new items of business after 11:00 a.m. unless a majority of Commission votes to suspend the rules to do so.

5. SUSPENSION OF THE RULES
Any provision of these Rules not already governed by City ordinance or State law may be suspended by a majority vote of the Commission.

PASSED, APPROVED, and ADOPTED this 24th day of March, 2026.

_____
PETER JONES, Chair

ATTEST:

_____
BRITTANY SALEAUMUA, Recording Secretary

I CERTIFY THAT THE FOREGOING RESOLUTION NO. MAC 26-01 was passed and adopted by the Malibu Art Commission of the City of Malibu at the regular meeting thereof held on the 24th day of March, 2026.

AYES:	0	Commissioners:
NOES:	0	Commissioners:
ABSTAIN:	0	Commissioners:
ABSENT:	0	Commissioners:

_____
BRITTANY SALEAUMUA, Recording Secretary

DRAFT

Malibu Arts Commission Agenda Report

Malibu Arts Commission
Regular Meeting
03-24-26
Item 5.A.

To: Chair Jones and Members of the Arts Commission

Prepared by: Brittany Saleaumua, Administrative Assistant

Reviewed by: Kristin Riesgo, Community Services Director

Date prepared: March 20, 2026 Meeting date: March 24, 2026

Subject: Storm Drain Artwork Project

RECOMMENDED ACTION: Review the Storm Drain Artwork Project and determine the artwork selection process.

DISCUSSION: At the January 27, 2026, Malibu Arts Commission Regular meeting, the Commission reviewed and discussed public art opportunities through temporary and permanent installations that celebrate Malibu's character, creativity, and coastal environment. By Consensus, the Commission recommended proceeding with the Storm Drain Artwork Project (Project).

On March 4, 2026, the City released a Request for Qualifications Storm Drain Artwork Project (RFQ) on the city website, inviting artists to apply to contribute to its environmental public art campaign (Attachment 1). Artists must submit a proposal, with all required documents, by April 17, 2026, at 12:00 PM.

The RFQ marketing package was created and will be posted on the City and Arts Commission websites and social media, advertised in the "Malibu Times", and flyers will be distributed at various facilities (Attachment 2).

The Commission is asked to review the Project and determine the process for selecting an artist. This may include appointing an Ad Hoc Committee to review the proposals and provide the Commission with a recommendation or the Commission may review the proposals and select an artist at a future Commission meeting.

ATTACHMENTS: 1) Request for Qualifications Storm Drain Artwork Project
2) Request for Qualifications Storm Drain Artwork Project Flyer

Request for Qualifications
Storm Drain Artwork
Date Issued: March 4, 2026

Proposals must be received no later than **12:00 PM PST**
Friday, April 17, 2026

City of Malibu
Attn: Kristin Riesgo, Community Services Director
23825 Stuart Ranch Road
Malibu, CA 90265
KRiesgo@Malibucity.org

City of Malibu
Request for Qualifications
Storm Drain Artwork
Release Date: **March 4, 2026**
Submissions Due: **April 17, 2026, at 12:00 PM**

Introduction
The City of Malibu is dedicated to preserving coastal water quality and protecting sensitive marine habitats. Through innovative programming, the City educates residents and visitors about water quality protection and the connection between everyday activities, storm drains, and ocean health. City initiatives encourage environmental stewardship to help prevent polluted runoff from reaching the ocean.

To promote this initiative, the City transformed four storm drain catch basins into public art installations designed to spark community dialogue and raise awareness about protecting Malibu's coastline. Storm drain artwork was completed in 2014 and expanded in 2018, reinforcing the City's ongoing commitment to innovative public education and coastal resource protection.

Background
The City of Malibu is a coastal municipality located in the northwestern portion of Los Angeles County, California. The population is approximately 10,200 residents. Malibu also attracts a large number of visitors, with annual visitation estimates reaching approximately 15 million, due to its beaches, parks, and coastal attractions.

Incorporated as a general law city on March 28, 1991, Malibu operates under a council-manager form of government. City Council consists of five members elected at large to staggered four-year terms, with the Mayor selected by the Council from among its members. The City's jurisdiction extends along 21 miles of Pacific Ocean coastline and generally reaches inland less than one mile, widening to slightly more than two miles in select areas. Malibu provides a full range of municipal services and is considered a contract city for certain functions, contracting with outside agencies and providers for law enforcement, fire protection, and other essential services. City departments are organized to deliver core functions, including management and administrative services, building and safety, community services, environmental sustainability, planning, public works, and engineering.

The Fiscal Year 2025-26 adopted operating budget is approximately $110.3 million, prioritizing wildfire recovery, infrastructure improvements, and ongoing municipal services. This budget reflects continued financial stability and proactive planning, while addressing significant community needs, including disaster recovery and capital projects. The City's workforce for FY 2025-26 includes approximately 113 full-time employees and 15.58 full-time equivalent part-time positions, totaling about 128.58 full-time equivalents.

Scope of Work

The City of Malibu invites artists of all backgrounds and disciplines to apply to contribute to its environmental public art campaign. The selected artist will design and create original artwork for four storm drain catch basins located in highly visible areas throughout Malibu.

This project provides artists with the opportunity to transform everyday infrastructure into meaningful public art. By reimagining storm drains as creative canvases, the artwork will help viewers connect streets, stormwater, and the ocean, while elevating the presence of local and regional art in public spaces. Successful proposals will reflect Malibu's deep connection to the coast, spark curiosity and conversation, and inspire the community to take an active role in protecting our shared environment.

Budget

The selected artist will receive a total project stipend of $15,000 for designing and completing original artwork on four storm drain catch basins. This amount is intended to cover all project-related costs, including but not limited to artist fees, materials and supplies, travel, and installation.

Eligibility

Artists with demonstrated experience in public art and a strong interest in ocean conservation are encouraged to apply.

Specifications

1. **Artistic Quality and Durability:** Artwork will be evaluated based on overall design quality and must be durable, with a minimum life expectancy of four years. Proposals should demonstrate a practical and aesthetically pleasing use of color and form and be appropriate to the surrounding environments where the artwork will be installed.
2. **Scope of Artwork:** The selected artist(s) will design and paint original, ocean-themed artwork on four storm drain inlets. These installations will be used as a public education campaign.
3. **Timeframe:** The selected artist(s) will complete the artwork on the four (4) storm drain inlets (entire project) in one hundred and fifty (150) days or less.
4. **Materials and Finish:** Because the artwork will be exposed to harsh outdoor conditions, artists must use high-quality, colorfast paints proven to maintain appearance for at least four (4) years. Artists may select their preferred paint products, subject to City approval. Upon completion, City staff will apply a clear, environmentally sensitive protective sealant. All materials, color selections, and designs are subject to City review and approval.
5. **Painting Areas:** Artwork may be applied only to the concrete sidewalk, storm drain inlet lid, and gutter. Painting on asphalt roadways is not permitted. Red curbs may be painted over only where they are directly on the storm drain inlet lid; red curb areas extending beyond the inlet must remain red.
6. **Required Text and Signature:** City Staff will work with the Artist to determine a slogan on pollution prevention to incorporate into each mural. Artists may include a signature, provided it does not exceed the maximum size specified by the City.

7. **Weather Conditions:** All artwork installations must be completed during dry weather conditions.
8. **Spill Prevention and Cleanup:** Due to the environmentally sensitive locations, artists must have materials readily available to immediately address any spills, including absorbent materials and cleaning cloths. A spill response and cleanup plan must be included with the proposal.
9. **Water Disposal:** Artists are responsible for the proper disposal of any dirty or wastewater generated during the project. Wastewater may not be discharged into gutters or storm drains. Proposals must describe an environmentally responsible disposal method.
10. **Locations:** The City has designated the storm drain inlets to be painted. The four (4) locations are: Cross Creek Road (bus stop); Heathercliff Road (Point Dume Plaza); the intersection of Morning View Drive and Pacific Coast Highway; and Trancas Canyon Park (cul-de-sac).

Request for Qualifications Submission Requirements

Proposals should be concise and should not include materials to be returned to the artist. Each proposal must include the following information:

1. **Artist Contact Information:** Provide your name, address, email, and phone number. Optional items include your website and/or social media handles.
2. **Project Approach:** Describe your design concept, proposed timeline, and choice of materials. Maximum 800 words.
3. **Project Proposal:** Include visual representations of your storm drain designs. These should convey your intended vision for each piece (final designs will be approved by City staff in collaboration with the selected artist before installation).
4. **Spill Response Plan:** Explain how you will prevent paint or other materials from entering the storm drain in the event of a spill and describe your method for disposing of wastewater in an environmentally responsible manner. Maximum 300 words.
5. **Resume and References:** Provide a current resume and contact information for three (3) professional references.
6. **Image References:** Submit digital images of relevant artwork (minimum of 2, maximum of 5). Images must be labeled and not exceed 40 MB in total. Include an image list with the following information for each piece: image number, title, media, dimensions, date, location (if applicable), description, and any awards received.
7. **Artist Agreement:** The selected artist must execute and comply with the City's standard Artist Agreement, provided as Attachment 1 of this Request for Qualifications.

Clarifications

The City will respond to requests for clarification of the RFQ in written Addendum(s), as needed. Inquiries should be directed by email only to KRiesgo@MalibuCity.org, and no verbal requests will be accepted.

All requests for clarification must be received by 12:00 PM PST on Wednesday, April 1, 2026. All clarifications will be posted on the City of Malibu's website MalibuCity.org/bids.

Proposal Deadline
Artist(s) must submit a digital copy of the complete proposal to:

City of Malibu
Kristin Riesgo, Community Services Director
KRiesgo@MalibuCity.org

Digital proposals may be submitted via email or saved on a flash drive and mailed to (23825 Stuart Ranch Road, Malibu, CA 90265). If submitting via email, please keep the file size to 40 MB or less.

All proposals are due no later than **12:00 PM PST on Friday, April 17, 2026**.

Proposals received after the deadline will be considered non-responsive. No faxed proposals will be accepted.

The City reserves the right to extend the deadline or accept a late submittal with good cause shown.

Response Preparations
The City will make no reimbursement for costs incurred in preparing the response to this RFQ. Submitted materials will not be returned and will become the property of the City.

Right to Reject Proposals
Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this RFQ unless clearly and specifically noted in the proposal submitted and confirmed in the Agreement between the City and the selected Contractor. The City reserves the right, without prejudice, to reject any or all proposals.

ATTACHMENTS:
1. Storm Drain Locations
2. Sample Artist Agreement

CITY OF MALIBU
ARTIST AGREEMENT
STORM DRAIN ARTWORK MURALS

This agreement ("Agreement") is made this _____ day of _____, 2026, by and between The City of Malibu, hereafter referred to as "the City" and _____ hereafter referred to as "The Artist." Artist will be completing visual artwork on the City's Storm Drains at four (4) predetermined locations in Malibu, California.

The City and the Artist acknowledge and agree that this Agreement constitutes the full and final expression of their mutual understanding. The Artist represents that they have read this Agreement in its entirety, have had the opportunity to request clarification of any provision, and have had the opportunity to request changes to its terms and conditions prior to execution. The Artist further acknowledges that they enter into this Agreement knowingly and voluntarily, and that no representations or promises have been made other than those expressly set forth herein. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and any action arising out of or related to this Agreement shall be brought in the County of Los Angeles.

1.0 Terms:

A. The Artist has experience creating public art and will perform to the best of the Artist's ability in accordance with the highest standards.

B. The Artist will paint four (4) original murals located at Cross Creek Road, Heathercliff Road (in front of the Point Dume Plaza), Philip Avenue and Morning View Drive and Trancas Canyon Park.

C. The Artist will replicate the City's approved mural designs and adjust the design, if required by the City.

D. The Artist will use high-quality colorfast paint that has been proven to last four (4) years. The Artist must submit the paint selection to the City for approval before starting the project.

E. The Artist will paint the murals within the designated sidewalk, inlet lid, and gutter as outlined by the City.

F. The Artist will respond to spills immediately and follow the City's spill response plan.

G. The Artist will make every effort to follow environmentally sound practices, including properly disposing of dirty water and paint.

H. The Artist will communicate with City staff to safely secure painting locations, which may include the use of traffic safety cones, delineators, caution flags, cones, etc.

I. The Artist will paint the murals during dry weather.

J. The Artist will attend meetings with the City as scheduled, which may include meetings with staff or public meetings.

K. Photography and recording is permitted for archival, promotional, and limited screening use.

L. Release of Liability:

a. Artist grants permission for City to reproduce his/ her name, likeness, and biographical information for the purpose of display, promotion, and publicity either now or in the future.

b. Artist understands that because the artwork will become the property of the City of Malibu, the City of Malibu shall have the right to destroy or paint over the artwork, sell the artwork, or take any other action related to the artwork.

c. Artist understand that the artwork will become the property of the City of Malibu upon completion and will remain the property of the City for the life of the artwork.

d. Artist represents and warrants to the City that the Artist's work shall not violate or infringe upon the trademark, trade name, copyright, literacy, dramatic, musical, Artistic, personal, private, civil, "droit moral" or property right or rights of privacy or any other right of any person or entity.

M. Services of City

a. The City will assist with preparing the area for painting prior to the start of the project.

b. The City agrees to keep the Artist's completed work for at least four (4) years unless an issue arises related to safety or other concerns raised by City Council. In the event that an issue is raised, the City will reasonably work with the Artist to correct or modify those concerns before removing the artwork.

c. The City will work with the Artist to provide items to safely allow the artist to complete the work, including traffic safety cones, delineators, caution flags, or other items as needed.

d. City staff will paint an environmentally friendly clear coat of sealant over each completed mural.

N. Compensation:

a. Compensation and Payment Schedule. The City shall pay the Artist a total of $15,000 for the project. The artwork must be completed within one hundred and fifty (150) days from the date of the City's first payment under this Agreement. The Artist shall submit an official timeframe for completion of the artwork for each storm drain. The twenty-five percent (25%) payment shall be considered an advance payment to begin the work. The remaining seventy-five percent (75%) shall be paid upon successful completion of the artwork to the reasonable satisfaction of the City. A W-9 tax form must be submitted to the City with the signed 2026 Artist Agreement. The Artist will not be compensated for traveling miles or time. No additional compensation shall be paid for any other expenses incurred.

b. Advance Payment Condition. The advance payment is expressly conditioned upon the Artist's full and timely completion of the artwork in accordance with this Agreement.

c. Failure to Perform; Notice and Cure. If the City determines that the Artist has failed to complete the artwork within the required timeframe, abandoned the project, or otherwise materially breached this Agreement, the City shall provide written notice describing the deficiency. The Artist shall have fifteen (15) days from receipt of the notice to cure the failure to the City's reasonable satisfaction. If the Artist fails to cure within that time period, the Artist shall reimburse the City for the full amount of any advance payment received.

d. Repayment Terms. Repayment shall be made within thirty (30) days of the City's written demand. The Artist shall also reimburse the City, in the City's discretion, for any direct project-related costs incurred as a result of the Artist's failure to perform.

2.0 Conflict of Interest. The Artist represents that no City employee or official has a material financial interest in the Artist's business. During the term of this Agreement and/or as a result of being awarded this contract, the Artist shall not offer, encourage or accept any financial interest in the Artist's business by any City employee or official.

3.0 Non-Discrimination. The Artist shall not discriminate as to race, creed, gender, color, national origin or sexual orientation while leading the poetry readings of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

4.0 Insurance. The Artist shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to the beginning of performance under this Agreement. Artist further agrees to comply with all provisions in the attached Exhibit A which is incorporated herein.

5.0 Indemnification. The Artist shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with the Artist's teaching hereunder, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Artist's legal counsel unacceptable, then Artist shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Artist shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of

this Agreement.

I fully understand that my participation in the above-described event (the "Event") exposes me to risk or personal injury, death, communicable diseases, illnesses, viruses, or property damage. I hereby release, discharge, and agree not to sue the City of Malibu, including its officers, employees and agents, (hereinafter the "City") for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the Event from whatever cause, including the active or passive negligence of the City or any other participants in the Event. The parties to this agreement understand that this document is not intended to release any part from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision. In consideration of being permitted to participate in the Event, I hereby agree, for myself, my heirs administer, executors and assigns, that I shall indemnify and hold harmless the City from any and all claims, demands, actions or suits arising out of or in connection with my participation in the Event.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN AT MY OWN FREE WILL. I further agree and acknowledge that the City does not provide accident, medical, liability, workers' compensation insurance or any other insurance for Event participants. I agree to carefully inspect and satisfy for myself that the facilities provided are reasonably safe for their intended use. I understand the City retains the right to use photos taken of me during activities for publicity purposes.

This Agreement is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and ARTIST. This Agreement shall be governed by California law, and venue for any action regarding this agreement shall lie exclusively in Los Angeles County. This agreement may be altered only by written modification executed by all parties.

6.0 Compliance with Applicable Law. The Artist and the City shall comply with all applicable laws, ordinances, and codes of the Federal, State, County and City governments.

7.0 Independent Contractor. This Agreement is by and between the City and the Artist and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Artist.

7.1 The Artist shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Artist, or any of the Artist's employees, except as herein set forth, and the Artist expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Artist is and shall at all times remain to the City a wholly independent

contractor and the Artist's obligations to the City are solely such as are prescribed by this Agreement.

8.0 Legal Construction.

a. This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

b. The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

9.0 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto; scanned or electronic signatures shall be interpreted the same as original signatures.

10.0 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

11.0 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

12.0 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Artist, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Artist.

13.0 Assignment. Neither this Agreement, nor any interest herein, shall be assigned by either party without the prior written consent of the other.

14.0 Termination.

a. The City may cancel all or any part of the Artistry readings at any time with or without cause.

Force.Majeure.

The Artist shall not be responsible for her/his failure to perform hereunder as a result of unavoidable accident, acts of God, public enemies, riots, strikes, civil commotion, or any other act reasonably beyond the control of the Artist.

The City shall not be responsible for non-occurrence of the engagement as a result of unavoidable accident, act of God, public enemies, riots, strikes, civil commotion, or any other act reasonably beyond the control of the City.

15.0 Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

16.0 Notice. All Notices permitted or required under this Agreement shall be in writing and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Such notices shall be deemed made when personally delivered.

17.0 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, the parties have agreed to and executed this Agreement the _____ day of _____, 2026.

CITY OF MALIBU: ARTIST:

_____ _____

Joseph Irvin, City Manager [NAME]

ATTEST: APPROVED AS TO FORM:

_____	_____
Kelsey Pettijohn, City Clerk (seal)	Trevor Rusin, Interim City Attorney

EXHIBIT A
INSURANCE LANGUAGE

Without limiting Artist's indemnification of City, and prior to commencement of work and/or services under this Agreement, Artist shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Artist shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Artist shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Artist arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Artist shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Artist agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Artist shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Artist shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Artist, their agents, representatives, employees, or subArtists.

Primary/Noncontributing. Coverage provided by Artist shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. 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 City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Artist or City will withhold amounts sufficient to pay premium from Artist payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Artist or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Artist hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subArtists.

Enforcement of Contract Provisions (Non Estoppel). Artist acknowledges and agrees that any actual or alleged failure on the part of the City to inform Artist of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Artist maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Artist. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Artist agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Artist's insurers are unwilling to provide such notice, then Artist shall have the responsibility of notifying the City immediately in the event of Artist's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Artist's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Artist agrees to ensure that its subArtists, subcontractors, and any other party who is brought onto or involved in the project/service by Artist (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Artist under this Agreement. Artist agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Artist's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Artist may still be able to utilize the Subcontractor provided Artist shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Artist, but in all other terms consistent with the Artist's requirements under this Agreement. This provision does not relieve the Artist of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Artist with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Artist under this Agreement given the limited scope of work or services provided by the subcontractor. Artist agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Artist

ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Artist, the City and Artist may renegotiate the Artist's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Artist shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Artist's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The Artist shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

City of Malibu
Request for Qualifications, Storm Drain Artwork
Storm Drain Locations 2026

Cross Creek Road (Bus Stop)



Heathercliff Road (Point Dume Village)



Morning View Drive and Philip Avenue



Trancas Canyon Park (cul-de-sac)





CALL FOR ARTISTS

PROPOSAL DEADLINE APRIL 17, 2026, 12 PM

The City of Malibu invites artists of all backgrounds and disciplines to apply to contribute to its environmental public art campaign. The selected artist will design and create original artwork for four storm drain catch basins located in highly visible areas throughout Malibu. This project provides artists with the opportunity to transform everyday infrastructure into meaningful public art. By reimagining storm drains as creative canvases, the artwork will help viewers connect streets, stormwater, and the ocean, while elevating the presence of local and regional art in public spaces. Successful proposals will reflect Malibu's deep connection to the coast, spark curiosity and conversation, and inspire the community to take an active role in protecting our shared environment.

For submittal details visit MalibuArtsCommission.org/CallForArtists or call 310.456.2489 ext. 349

ATTACHMENT 2