



Public Employees for Environmental Responsibility

2000 P Street, NW • Suite 240 • Washington, D.C. 20036 • 202-265-PEER(7337) • fax: 202-265-4192
e-mail: info@peer.org • website: www.peer.org

February 7, 2014

Superintendent Sandra Lyon and
Santa Monica Malibu Unified School District
1651 Sixteenth Street
Santa Monica, California 90404-3891

Sent by email (slyon@smmusd.org), fax (310-581-1138) and by first class mail

Re: PEER January 14, 2014 Public Records Request

Dear Superintendent Lyon,

Thank you for your February 6, 2014 response to our January 14, 2014 Public Records Act request. In that response, you attempt to interpret some of our requests, and ask for any clarifications we may have. We provide these clarifications below. I also wanted to point out that, at least in the e-mailed version we received yesterday, the documents in response to Request No. 6 which you said were enclosed were not provided.

In addition, with regard to your statement that the disclosable responsive records will be provided no later than March 24, 2014, we ask that you make partial productions of records responsive to our requests as they become available before that time.

Request No. 1

All contracts and contract addendums or amendments for contracts with Mark Katchen, the Phylmar Group, the Pillsbury law firm, and any other contractor or consultant hired by the School District to perform testing, clean-up or remediation, or otherwise assist the School District, including but not limited to legal and public relations assistance, with matters surrounding the contamination issues at the Malibu Middle and High School and Juan Cabrillo Elementary School.

You state that the request is overbroad, vague, and uncertain as to the phrase “otherwise assist.” You then interpret our request to “be for all contracts and contract addendums or amendments for contracts to provide legal and public relations assistance.”

We would like to clarify that our request is not limited to contracts and contract addendums or amendments for contracts for legal and public relations assistance. It does



cover such documents, but also applies, as the request states, to such documents for “*contracts with Mark Katchen, the Phylmar Group, the Pillsbury law firm, and any other contractor or consultant hired by the School District to perform testing, clean-up or remediation . . . with matters surrounding the contamination issues at the Malibu Middle and High School and Juan Cabrillo Elementary School.*” Please note that we have defined “contamination issues” “*to include information and issues surrounding the presence of contaminants including but not limited to PCBs, pesticides, arsenic, lead, benzene, toluene, asbestos, radioactive material, radiation and mold in the air, building materials, building contents and soils of the campuses of Malibu Middle and High School and Juan Cabrillo Elementary School.*”

Moreover, the phrase “otherwise assist” is not limited to legal and public relations assistance, which are simply examples of what was requested, but covers any type of assistance to the District regarding “contamination issues,” as defined above.

Request No. 2

All communications, proposals and other documents sent to or from any agent or employee of the School District to or from any contractor or consultant hired, or being considered or seeking to be hired, to perform testing, clean-up or remediation or otherwise assist the School District, including but not limited to legal or public relations assistance, with matters surrounding the contamination issues at the Malibu Middle and High School and Juan Cabrillo Elementary School.

You state that this request is overbroad, vague, and uncertain as to the meaning of the word “agent,” and that you interpret the word to mean “individuals authorized to represent and act on behalf of the District, e.g., legal counsel, contractors and consultants.” PEER accepts your interpretation of the term “agent,” as long as it is understood that the request also covers “employees,” and the terms “otherwise assist” and “contamination issues” are defined as described above.

Request No. 3

All communications between any employee or agent of the School District and anyone at the U.S. Environmental Protection Agency, the California Department of Toxic Substance Control, the Los Angeles County Department of Public Health, or any other state, federal or local government agency concerning or referring to contamination issues at the Malibu Middle and High School and Juan Cabrillo Elementary School, including but not limited to documents concerning or referencing testing, test results, health concerns, or other analyses of or communications about the contamination and related health issues at the Malibu Middle and High School and Juan Cabrillo Elementary School.

You state that this request is overbroad, vague, and uncertain as to the meaning of the word “agent,” and “anyone” in relation to communications with the agencies referenced in the request. Again, we concur with your definition of the term “agent,” as described above. You do not offer an interpretation of the term “anyone,” and we are at a loss to understand how that term can be considered vague or uncertain. We are simply requesting communications to or from anyone at any government agencies concerning the matters described in the request.

Request No. 7

All documents reflecting communications about soil testing and test results, and the actual test results, for soil tested in connection with or around the time of the installation of lights on the football field of Malibu Middle and High School.

You interpret this request to be “for documents regarding any soil testing that was done, specifically, in conjunction with the installation of lights at Malibu Middle and High School.” We would like to clarify that the request encompasses both soil testing and test results “in connection with” the installation of lights on the football field, and “around the time of” that installation. Our request is not limited to documents concerning testing “specifically in conjunction with the installation of lights” Since you have clarified that these lights are temporary and have been installed multiple times, our request would encompass any soil testing around the time of any of these installations. In order to avoid any further claims of vagueness, we define “around the time of” to mean within a week before or after each of the installations.

Thank you for your assistance and cooperation in this matter. Please call me at 202-265-7337 or email me at pdinerstein@peer.org with any questions or if you need additional information.

Sincerely,



Paula Dinerstein

Senior Counsel

Public Employees for Environmental Responsibility