



SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

REQUEST FOR QUALIFICATIONS/PROPOSALS

FOR

HISTORICAL RESOURCES CONSULTANT

The Santa Monica School/Malibu Unified School District (District) is requesting proposals from qualified historical resources consultants (Consultant) that meet the Secretary of the Interior's Professional Qualification Standards for historian and/or architectural historian to conduct historical resource analysis at certain campuses located throughout the District in conformance with Board Policy 7113 and the accompanying Administrative Regulation 7113.

Interested firms should submit one **electronic** copy of their response to this RFQ/P as described herein, to:

Sheere Bishop-Griego, Director of Procurement and Contract Management – Consultant

Email: sembishop@smmusd.org

Facilities Improvement Projects

Santa Monica-Malibu Unified School District

2828 4th Street

Santa Monica, CA 90405

Statements of Qualifications and Proposals are due via email by 3:00 PM on March 12, 2021 and the email must be clearly marked “Response to RFQ/P for Historical Resources Consultant for the Santa Monica-Malibu Unified School District.”

The District encourages minority and woman-owned businesses to propose. No respondent will be unlawfully discriminated against such as on the basis of race, color, gender, age, ancestry, religion, marital status, national origin, medical condition, physical disability, or sexual orientation.

I. GENERAL

a. Project Description

Consistent with Board Policy and Administrative Regulation 7113, included as Appendix C, the selected Consultant will prepare a Historical Resources Inventory (HRI) for each campus under the agreement as awarded. Although these HRIs will be utilized by design teams for all future potential projects at each campus, there are a number of currently planned projects on the horizon, as indicated in Appendix B, which will also be designed subject to the completed HRIs.

b. Historic Resources Inventories Consultants Selection Process

The District intends to select multiple full-service Historical Resources Consulting firms to prepare Historical Resources Inventories for the identified campuses. The purpose of this RFQ/P is to obtain qualifications and cost proposals from firms, skilled in the requirements outlined on the Scope of Services section below. Firms may be awarded more than one campus. The District expects that the work will be economical while compliant with the requirements.

c. Restrictions on Lobbying and Contacts

Beginning with the date of issuance of this RFQ/P and concluding on the date of execution of the agreement for Historical Resources Consultant Services for the proposed project, no person or entity submitting a response to this RFQ/P, nor any person, officer, employee, consultant, agent, or representative of the same shall through any means contact any employee of the District, any Board of Education member, any consultant for the District (including any project architect or any member of the program management team), or any member of any District-appointed committee to engage in any discussion regarding (1) this RFQ/P, (2) the selection process or (3) award of this contract. **Any such contact shall be grounds for the immediate disqualification of the submitting entity without consideration of its proposal.**

d. Conflicts of Interest

As part of this proposal, the proposing entity must affirmatively state that there is no known conflict of interest or must disclose any potential conflict of interest involving any District employee, consultant, or member of the Board of Education. Subsequent discovery of an undisclosed actual conflict of interest shall be adequate grounds for the District to terminate the agreement for cause. By submitting a proposal, the submitting entity consents to termination for cause in the event that an undisclosed actual conflict of interest is discovered. **Failure to include this statement will be grounds for immediate disqualification of the submitting entity without consideration of its proposal.**

II. SCOPE OF SERVICES

The District adopted "Board Policy 7113: FACILITIES - Historical Resources" on February 9, 2021 for the purpose of outlining objectives and establishing procedures for the treatment of historical resources on district campuses. SMMUSD developed this policy in order to identify and clarify treatment of historical resources present on properties under SMMUSD jurisdiction. SMMUSD owns and operates multiple school campuses/properties, which together contain over 100

individual buildings, some of which date from the mid-20th century or earlier. Some of these buildings might be or may contain elements that potentially have historical significance. SMMUSD understands that historical resources should be identified in advance of approval of campus rehabilitation and construction to retain and/or commemorate their significance for future generations when feasible and consistent with educational priorities. In addition to the Board Policy, the District has also prepared Administrative Regulation 7113, which establishes procedures for the retention of qualified historical resources consultants to survey each campus prior to approval of a master plan or design of a school facilities project in order to identify any historical resources on the campuses. BP 7113 and AR 7113 are included as Appendix C. The District's goal is to have the HRIs completed and adopted in late fall 2021.

Following is a list of the campuses anticipated to be included in the scope of services for the selected consultants:

- Franklin Elementary School
2400 Montana Ave
Santa Monica, CA 90403
- Grant Elementary School
2368 Pearl St.
Santa Monica, CA 90405
- John Adams Middle School
2425 16th St
Santa Monica, CA 90405
- Lincoln Middle School
1501 California Ave.
Santa Monica, CA 90403
- Malibu Elementary School (formerly Point Dume Marine Science School)
6995 Fernhill Dr.
Malibu, CA 90264
- McKinley Elementary School
2401 Santa Monica Blvd.
Santa Monica, CA 90404
- Michelle and Barack Obama Center for Inquiry and Excellence (formerly Olympic High)
721 Ocean Park Blvd.
Santa Monica, CA 90405
- Roosevelt Elementary School
801 Montana Ave
Santa Monica, CA 90403
- Washington West Site (CDC Preschool and FIP/CDC Office)
2828 4th St.
Santa Monica, CA 90405
- Webster Elementary School
3602 Winter Canyon Rd.
Malibu, CA 90265

- Will Rogers Learning Community
2401 14th St.
Santa Monica, CA 90405

a. Review Existing Surveys and Plans

Upon commencement of services, after familiarizing itself with BP/AR 7113, Consultant shall meet with District staff and consultants and review draft Campus Plans and any previously recorded studies provided by the District (if available). The review of the draft Campus Plans will provide the consultant with the context for the HRI(s). Consultant shall also review all available existing plans for original construction and past projects.

b. Campus(es) Historic Resource Inventory

Consultant shall conduct all relevant records searches for the assigned campus(es) to determine if any previously recorded cultural resources identified within the project area are listed on the National Register of Historic Places (NRHP) or the California Register of Historical Resources (CRHR). The Consultant shall conduct an intensive level field survey of assigned District properties. This shall include the identification, photography and evaluation of all structures on the identified campus(es). Evaluation will be based on National Register, California Register and other criteria identified in AR 7113. The contribution of individual structures to a potential historic site shall also be evaluated, and California Historical Resources Status Codes will be assigned to all relevant structures and/or campus(es). Structures will be documented on the appropriate State Historic Resources Inventory forms and the results of the survey work and research will be recoded, including digital photography that meets State Office of Historic Preservation standards. All work shall be performed, and deliverables produced in accordance with Secretary of the Interior's Standards for Preservation Planning, Identification, Evaluation and Registration when such standards are applicable.

The HRI for each campus shall include photo-documentation of each building and structure on a campus; identification of the architect and builder of each building or structure, when possible; date of construction and subsequent modifications; determination of eligibility for listing under NRHP, CRHR, or local designation; evaluation of each building and structure against identifying criteria; and determination of whether each building, structure, group of buildings or structures, or the property as a whole is a historical resource or district. For each identified historical resource, the HRI shall list the criteria under which it has been determined to be a historical resource.

The final report will contain the requisite written documentation in compliance with the SMMUSD process and other relevant standards. Accordingly, the report will evaluate the buildings' eligibility for listing in the CRHR and as SMMUSD historical resources. The evaluation will be conducted in conformance with NRHP guidance on conducting historic building evaluations (specifically NRHP Bulletin *How to Apply the National Register Criteria for Evaluation*), the California Office of Historic Preservation's *Instructions for Recording Historical Resources* and Technical Assistance Series #7 *How to Nominate a Resource to the California*

Register of Historical Resources, and SMMUSD requirements. If any resources are identified as SMMUSD historical resources, direct impacts to any currently proposed project will be analyzed, and mitigation measures recommended for any adverse impacts, including but not limited to working with the proposed project's design team to facilitate the rehabilitation and adaptive reuse of identified historical resources located on SMMUSD campuses consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Rehabilitation.

c. Public Outreach

Consultant will assist the District in engaging with interested parties including but not limited to the Santa Monica Conservancy, neighborhood groups, and other interested citizens groups and professionals to gather information and build awareness and consensus for project approach and objectives. The consultant will work with District staff to present the findings of the HRI to the public and receive public input on the assessment(s). Consultant will coordinate and participate in a minimum of three outreach meetings per campus.

The final HRI for each campus will be adopted by the SMMUSD Board of Education. The consultant will attend a minimum of one SMMUSD Board meeting.

III. PROPOSAL

Proposals are limited to 18 single-sided pages using a minimum 11 point font, excluding the cost proposal and resumes (which should be included in an appendix) but including the cover letter. The proposal preparation and its associated costs are the sole responsibility of the proposing firm and will not be reimbursed by the District. This RFQ/P is not a formal request for bids or an offer by the District to contract with any party responding to this RFQ/P. The District reserves the right to reject any and all responses or to award a Historical Resources Consultant services agreement to more than one firm if it is deemed to be, at the sole discretion of the District, in the best interest of the District. The District also reserves the right to amend this RFQ/P and to waive any minor irregularities in the responses. All materials submitted to the District in response to this RFQ/P shall be property of the District and may be public records pursuant to the Public Records Act.

a. Cover Letter (2 pages maximum):

Provide a cover letter including identification of the project principal (authorized to represent the firm regarding all matters related to the proposal and who will be available, knowledgeable, and regularly attentive to the District), brief introduction of proposed team, and an acknowledgement of any addenda, if issued. Respondent's letter must also contain the following statement.

"We have read the District's Request for Statements of Qualifications and Proposals (RFQ/P) for Historical Resources Consulting Services and Board Policy/Administrative Regulation 7112 and fully understand their intent. We certify that we have adequate personnel, equipment, and capabilities to provide the District's requested services that we have indicated we can provide. We

understand that our ability to meet the criteria outlined in the RFQ/P shall be judged solely by the District. In addition, we certify that we have thoroughly examined the RFQ/P requirements and we acknowledge and accept all terms and conditions in this RFQ/P.”

A person authorized to bind the firm to all commitments made in the proposal, and authorized to ultimately sign the agreement for Historical Resources Consultant Services, shall sign the cover letter, which should be no longer than two single-sided pages.

The conflict of interest statement (from Section I.d, above) that affirmatively states that there is no known conflict of interest or a disclosure of any potential conflict of interest involving any District employee, consultant, or member of the Board of Education MUST be included in the cover letter.

b. Project Team

Provide a detailed description of the proposed project team composed of skilled and appropriately licensed professionals and technical support to prepare the HRI and associated documents, and conduct investigations and recordings requirements. Indicate recent experience for the firm and for each team member on similar California K-14 projects, including each individual’s specific role on each project. Include a list of similar projects managed by the proposing firm, identifying size, scope, reference contact information, and project team members for all similar California K-14 projects completed in the past ten years. List any proposed sub-consultants and describe their roles. Include an organizational chart for the team. Prior to beginning work on this project, **ALL proposed team members will be required to be fingerprinted and background checked per District standard methods.**

c. Project Approach and Firm Capabilities

Focus particularly on your firm’s ability to timely provide the necessary services requested and your firm’s capacity to provide the services considering its current workload. Provide a statement demonstrating your firm’s ability to accomplish the Services in a comprehensive and thorough manner. Describe your firm’s approach to quality control/assurance procedures. Identify established methods and approaches utilized by your firm to successfully meet completion deadlines, and provide examples demonstrating effective use of stated methods and approaches. Include an anticipated timeline to complete the HRI process and prepare the documents for Board approval.

Minimum Qualifications: The proposing firm shall clearly indicate through the content of its statement of qualifications that it is capable of providing the requested services and adequate personnel to the satisfaction of the District and shall demonstrate satisfactory experience in successfully completing similar projects during the past ten years for California K-14 schools. Provide a list of at least three similar projects, clearly explain the scope and provide the following in a table per project:

- Owner name and location
- Project name

- Beginning and end dates of project
- Description of services provided
- Fee for services provided
- Significant project elements/challenges
- Owner contact information including email address
- Individuals providing services for the project and roles on the project
- Subconsultants utilized for the project

If available, please provide links to similar inventories your firm has prepared for other school districts, or other relevant examples of similar work.

To maintain continuity, personnel assigned to projects shall remain assigned to a project for its duration, regardless of interruptions that may occur. If a shortlisted firm presents a different team at the time of interviews, that firm's proposal will not be considered further. If changes must be made due to unavoidable circumstances, the selected firm shall submit the name and resume of the replacement to the District for approval. Should personnel be absent for a brief duration due to illness, vacation, etc., the selected firm shall provide and schedule qualified replacement personnel for approval by the District.

d. Cost Proposal (not included in maximum page count):

Provide a detailed cost proposal for the Services, as defined in "II. SCOPE OF SERVICES." Please provide a breakdown per site. It is highly unlikely that the District will procure the services of only one Consultant to provide these services at all sites. Please indicate whether the per-site costs are fully additive or whether there would be a reduction in per site fee if awarded two or more sites. The district recognizes that not all sites will be identically priced. Include a description of each task to be performed, labor rates, and anticipated hours required for the performance of each task. Provide a current fee schedule of labor rates, other direct costs, and any mark-up on subconsultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that you anticipate will be part of the detailed cost proposal to complete the Services.

If billing rates are anticipated to increase during the project duration, the escalated costs must be clearly indicated and included in the cost proposal. Hourly rates should include all costs associated with the proposed work, including but not limited to salary, travel, mileage, car allowances, cell phones, insurance, home office expenses, overhead, profit, computers, tablets, office supplies, and all other related costs of doing business. Reimbursable expenses for mileage and travel will not be allowed, so those costs must be included in the proposed hourly rates. Provide a current hourly rate sheet for use in additional services (not proposed as part of this project) as an additional appendix. Itemize the expected reimbursable expenses and include them in the cost proposal. Only people and positions listed in the final accepted cost proposal will be allowed to work on this project unless authorized by the District in writing in advance.

e. Resumes (2 pages maximum per resume, not included in maximum page count):

Include resumes of the proposed project team members, including any subconsultants. Individual resumes should not exceed two pages each. The appendix containing resumes will not count toward the page limit.

IV. EVALUATION PROCESS AND SELECTION CRITERIA

a. Anticipated Schedule

- RFQ/P Issued: February 24, 2021
- Pre-Proposal Questions Due: March 3, 2021 by 3:00 PM
- Pre-Proposal Responses/Addenda Issued: March 5, 2021
- Proposals Due: March 12, 2021 by 3:00 PM
- Planned Board Award: March 24, 2021
- Planned Commencement of Services: April 5, 2021

b. Selection Process

Selection of the shortlisted firms will be based primarily on:

- The proposed team's experience and performance history on similar projects
- Overall proposal responsiveness and quality
- Proposed cost
- References
- Project approach, methodology and understanding of the schedule and scope as it pertains to any associated processes
- Any other relevant factors indicated in the proposals

c. Interviews

The District reserves the right to select the consultant without interviews; however, firms *may* be invited to meet with the selection committee. If held, the interview will consist of a presentation by the firm, which should present the team, detail past experience of the proposed team on similar projects, proposed project methodology and anticipated issues, followed by questions and answers.

Upon completion of the interviews, if held, the District intends to select the firm(s) that it determines will best meet the needs of the District for this project and if necessary will undertake negotiation of the final fee for these services prior to award of the agreement by the Board of Education. Upon award, the District will notify all other proposing firms of the selection. Firms that are not selected are welcome to request a debriefing from the Director of Procurement and Contract Management after award of the agreement to the selected firm.

V. QUESTIONS REGARDING RFQ/RFP

Any potential submitting firm may request clarification or additional information regarding this RFQ/P. Questions or requests for additional information must be submitted to Sheere Bishop-Griego, Director of Procurement and Contract Management **no later than 3:00 PM on the date indicated above.** Questions may only be submitted via e-mail to smbishop@smmusd.org. Subject line of email to reference **"RFQ/P QUESTION –Historical Resources Consultant for the Santa Monica-Malibu Unified School District"**. Questions

submitted to anyone other than the person above will not be considered. Questions submitted after the date and time herein will not be considered. Questions submitted in any way other than as prescribed herein will not be considered.

Responses to the questions received, along with any addenda to this RFQ/P will be posted to the FIP website at <https://www.smmusd.org/domain/4173>. It is the sole responsibility of each proposing firm to access the addenda and any responses to questions from the FIP website. If you are unable to access the FIP website, please contact Sheere Bishop-Griego at the e-mail addresses listed above.

THE DISTRICT THANKS YOU FOR YOUR INTEREST IN PROVIDING THE REQUESTED SERVICES FOR THIS PROJECT AND INVITES YOUR RESPONSE TO THIS REQUEST FOR QUALIFICATIONS/PROPOSAL.

APPENDIX A

DRAFT HISTORIC RESOURCES CONSULTANT AGREEMENT

Please review the draft agreement attached. By submitting a proposal, the submitting firm confirms that it has no exceptions or changes to the agreement provided.

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
SERVICES (NON-CONSTRUCTION RELATED)**

THIS AGREEMENT ("Agreement") is entered into by and between **Santa Monica-Malibu Unified School District** ("District") and _____ ("Consultant") and is dated _____, 20__ for reference purposes only. District and Consultant may be referred to herein individually as a "Party" or collectively as the "Parties."

- 1. Services.** The District is authorized by Government Code § 53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. The Consultant shall furnish to the District the following services ("Services" or "Work"):

[DESCRIBE SERVICES OR ATTACH SCOPE OF WORK AND DESIGNATE AS EXHIBIT "A"]

The Consultant warrants that it is specially trained, licensed, experienced and competent to perform the Services required by the District.

- 2. Price & Payment.** The Consultant shall furnish the Services to the District for a total price of _____ Dollars (\$) _____ ("Agreement Price") **[OR INDICATE AN HOURLY RATE WITH A NOT-TO-EXCEED AMOUNT IN EXHIBIT "A"]**. Payment for the Services shall be made in accordance with the Terms and Conditions attached hereto.

- 3. Agreement Time.** The Services shall be completed by _____, 20__. **[STATE COMPLETION DATE]** **[OR]** The Services shall be completed within _____ **[STATE # OF COMPLETION DAYS]** (_____) **[NUMBER OF DAYS]** consecutive calendar days from the date specified in the District's Notice to Proceed. ("Agreement Time")

- 4. Insurance:** Consultant shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Consultant shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Consultant's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Consultant shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Consultant, subcontractor, or agent has been obtained.

Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Professional Liability (E&O), as appropriate (claims-made)	\$1,000,000

[DISTRICT MAY ADJUST THESE LIMITS OR COVERAGES, IN WRITING, AT THE DISTRICT'S SOLE DISCRETION BASED ON SIZE AND SCOPE OF CONTRACT]

5. **Terms & Conditions.** The Consultant has read and agrees to comply with the Terms & Conditions. **INITIAL HERE:** _____.
6. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted the following document of insurance required as indicated below:

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Workers' Compensation Certificate
<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> W-9 Form
<input checked="" type="checkbox"/> Fingerprinting/Criminal Background Investigation Certification	

7. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

District:

Santa Monica-Malibu Unified School District
 1651 16th Street
 Santa Monica, CA 90404
 ATTN: _____

Consultant:

 _____, CA 9____
 ATTN: _____

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, Consultant certifies, under penalty of perjury, that all the information provided in this Agreement is true, complete, and correct:

Dated: _____, 20__

Dated: _____, 20__

Santa Monica-Malibu Unified School District

_____ **Consultant**

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Consultant:

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation
- ____ Limited Liability Company
- ____ Other: _____

 Employer Identification and/or Social Security Number
NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

**TERMS & CONDITIONS OF INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL SERVICES**

1. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work.
2. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
3. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
4. **Standard of Care.**
 - 4.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 4.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 4.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 4.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
5. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
6. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.2.1. material violation of this Agreement by the Consultant; or

7.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

7.2.3. Consultant is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.3. Upon termination, Consultant shall provide the District with all documents and work product prepared, produced, maintained or collected by Consultant pursuant to this Agreement, whether or not such documents or work product are final or draft documents or work product.

8. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors, omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any

activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

9. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

10. Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

11. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

12. Safety and Security. Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

13. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

14. Labor Code: Consultant and Subconsultant

Registration and Compliance. Consultant acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work may be a public work to which Labor Code section 1771 applies and, if so, those services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall comply with Labor Code section 1725.5, including without limitation the registration requirements for itself and its subconsultants. Consultant represents that all of its subconsultants are registered pursuant to Labor Code section 1725.5. Consultant shall furnish its CPRs, as applicable, to the Labor Commissioner of California and comply with any applicable enforcement by the Department of Industrial Relations.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. The Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant.

Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

17. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

18. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

18.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

18.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

19. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. Disputes: In the event of a dispute between the parties as to performance of Work, Agreement

interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.

21. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. California Law. This Agreement shall be governed by and the rights, duties and

obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Severability. If any term, condition or provision of 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 and effect, and shall not be affected, impaired or invalidated in any way.

26. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

DRAFT

**WORKERS' COMPENSATION CERTIFICATION &
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Agreement.)

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

Date: _____

District Representative's Name and Title: _____

Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the

facts herein certified, and am authorized and qualified to execute here for both certificate(s) on behalf of Consultant.

Date: _____
Name of Consultant or Company: _____
Signature: _____
Print Name and Title: _____

DRAFT

EXHIBIT A

1. Scope of Services

Consultant shall perform the following Services:

2. Hourly Personnel Rates & Schedule of Fees and Charges

DRAFT

APPENDIX B

Links to Campus Assessments

The Santa Monica-Malibu Unified School District performed an assessment of the elementary and middle schools within Santa Monica in an effort to update many campuses to align with its Educational Specifications. The result of this assessment process was the development of draft long-range Campus Plans for each of the Santa Monica campuses. The assessments identified priority construction projects and future projects to be performed as funding becomes available. The District intends to move forward with design and engineering of the first phase of funded projects for the identified campuses and is in the process of preparing CEQA documentation for each Campus Plan. Assessments have not yet been conducted of the two Malibu elementary schools, which are anticipated to occur after completion and adoption of the HRIs.

The long-range scope(s) of the proposed Campus Plan projects are identified in Table 1 below. A link to the public presentations for each project is provided below Table 1. Priority projects are anticipated to begin construction in 2022, with subsequent projects occurring when funding is available.

Table 1 SMMUSD Elementary and Middle School Assessment Projects

Campus	Existing Conditions*	Existing Structures Demolished	New Building/Facility	Renovation/Reuse
Franklin Elementary School				
Phase I	10 Buildings 9 Portables	1 Building 3 Portables	2-Story Classroom Building Makerspace	Outdoor Learning Playfields
Phase II		1 Building	2 Story Classroom	Renovate PK/K
Phase III		2 Buildings 1 Portable	Library	Main Building Outdoor Spaces
Phase IV		2 Buildings 5 Portable	Cafeteria	Outdoor Lunch Areas
Phase V		2 Buildings	Performance MPR 2-Story Classroom	Outdoor Areas
Buildout		8 Buildings 9 Portables	6 Buildings	2 Buildings Outdoor Areas

Campus	Existing Conditions*	Existing Structures Demolished	New Building/Facility	Renovation/Reuse
Grant Elementary				
Phase I	9 Buildings 10 Portables	6 Portables	1-Story Classroom Building	Library Expansion Early Education Outdoor Spaces
Phase II		1 Building	2-Story Classroom Building	
Phase III		3 Buildings	MPR Cafeteria	Drop-off/Pick-up Parking
Phase IV		3 Buildings 4 Portables	2-Story Library/ Classroom Building	Building E – Music Room Building C – Makerspace Building D – Admin Building K – Special Ed.
Buildout		5 Buildings 10 Portables	5 Buildings	4 Buildings
John Adams Middle School				
Phase I	14 Buildings	1 Building	1-Story STEAM Building	Library Administrative Offices Food Services
Phase II			Cafeteria	Outdoor Spaces Outdoor dining
Phase III		4 Buildings	Music Building Gymnasium	Parking
Buildout		5 Buildings	3 Buildings	4 Buildings
Lincoln Middle School				
Phase I (Option 2)	10 Buildings XX Portables	1 Building	2-Story Classroom Building	Auditorium Building 500 Cafeteria Outdoor Spaces
Phase II		Pool Complex	Athletic Center	
Phase III		3 Buildings	1-Story Classroom Building Arts Complex Cafeteria	Parking Expansion
Phase IV		1 Building	2-Story Classroom	Building 100
Buildout		6 Buildings XX Portables	6 Buildings	4 Buildings Outdoor Spaces Parking

Campus	Existing Conditions*	Existing Structures Demolished	New Building/Facility	Renovation/Reuse
McKinley Elementary School				
Phase I	4 Buildings 11 Portables	9 Portables	2-Story Classroom/Office/Administrative Building	Outdoor Learning Main Building Vehicle Drop-off/ Pick-up, Parking
Phase II			2-Story Classroom Building	
Phase III			2-Story Classroom Building	
Phase IV		2 Buildings	Auditorium Cafeteria	Outdoor Spaces Staff Parking
Buildout		2 Buildings 11 Portables	5 Buildings	2 Buildings Parking Outdoor Spaces
Roosevelt Elementary School				
Phase I	8 Buildings 12 Portables	4 Portables	1-Story PK/TK/K Building	Play Yard
Phase II		2 Buildings 3 Portables	2-Story Classroom	Outdoor Learning
Phase III		2 Buildings 5 Portables	Cafeteria Makerspace	Outdoor Dining Outdoor Learning
Phase IV		4 Buildings	Performance MPR Library/Media Center	Repurpose Cafeteria to Administration Outdoor Spaces
Phase V		2 Buildings	1-Student Support	Building A Outdoor Spaces
Buildout		7 Buildings 12 Portables	8 Buildings	2 Buildings Outdoor Spaces
Will Rogers Elementary School				
Phase I	13 Buildings 11 Portables	6 Portables	1-Story Classroom Building <i>Modular Food Services</i> 2-Story Classroom Building	Repurpose PK/K Buildings into Makerspace Outdoor Spaces Parking Areas
Phase II		4 Buildings	2-Story Classroom Building	
Phase III		1 Building <i>Modular Food Services</i>	Auditorium Cafeteria	
Phase IV		6 Buildings	2-Story Library/ Classroom Building	Outdoor Areas
Buildout		13 Buildings 11 Portables	5 Buildings	1 Building Outdoor Spaces Parking

*Prior to implementation of Phase I Projects

- **Franklin Elementary School** | Oct. 20, 2020 | [PDF of presentation](#)
- **Will Rogers Learning Community** | Oct. 21, 2020 | [PDF of presentation](#)
- **Lincoln Middle School** | Oct. 22, 2020 | [PDF of presentation](#)
- **Roosevelt Elementary School** | Oct. 28, 2020 | [PDF of presentation](#)
- **John Adams Middle School** | Oct. 29, 2020 | [PDF of presentation](#)
- **McKinley Elementary School** | Nov. 4, 2020 | [PDF of presentation](#)
- **Grant Elementary School** | Nov. 10, 2020 | [PDF of presentation](#)

APPENDIX C

BP/AR 7113 – Historical Resources

BP 7113 FACILITIES - Historical Resources

Purpose

The purpose of this policy is to outline objectives and establish procedures for the treatment of historical resources on district campuses. A historical resource is generally any building, structure, site, object or feature that the Santa Monica-Malibu Unified School District (SMMUSD) has determined to be significant in the history, architecture, archaeology, science, education, society, engineering, or culture of the locality, the state, or of the United States. The objectives below will provide a road map to identify and manage historical resources.

Details

The primary mission of the SMMUSD is to educate students. School facilities create the place, setting and environment in which learning occurs. The facilities need to adapt and evolve to support and optimize current and future educational needs. The quality, characteristics, features and design of the educational facility impacts the range and depth of student learning. This policy will aid in weighing the primary goal, responsibility and need for facilities to support student learning with the value of preserving important historical resources to the extent feasible, consistent with SMMUSD's primary mission of educating its students.

SMMUSD has developed this policy to identify and clarify treatment of historical resources present on properties under SMMUSD jurisdiction. SMMUSD owns and operates multiple school campuses/properties, which together contain over 100 individual buildings, some of which date from the mid-20th century or earlier. Some of these buildings might be historical resources and may contain elements that might have historical significance. SMMUSD understands that historical resources should be identified in advance of approval of campus rehabilitation and construction to retain and/or commemorate their significance for future generations when feasible and consistent with educational priorities.

All historical resources offer unique opportunities and potential constraints for implementing successful campus improvements. A critical early step in project planning and development is to identify such potential resources and their character-defining features. Equally important are assessments of non-eligibility, since additional flexibility, both in terms of project design and California Environmental Quality Act (CEQA) review, exists for properties that are not eligible for listing and are therefore not considered historical resources under CEQA.

The built environment can be valuable in connecting a community's identity to its past, particularly those public buildings that have served generations of students. In recognition of the importance of historic buildings to community identity and collective memory, SMMUSD is committed to integrating the consideration of historical resources as evaluated by credentialed

experts into its continual pursuit of creating the most productive learning environments for its students.

Objectives

In developing this policy statement, SMMUSD is committed to the following:

- Engaging qualified professionals to prepare inventories of historical resources located at each SMMUSD school campus; Initiating these inventories prior to or at the onset of the planning and design process. Where campus plans are in process, initiating the historical review in a timely manner. Where campus plans have been approved in public proceedings and SMMUSD has completed the CEQA compliance process those are final binding decisions and no further investigation or inventory will be undertaken, however the historic resources identified in those studies shall be added to the school's historical resources inventory;
- Satisfying all legal obligations for environmental review of future projects with respect to historical resources, including review under the California Environmental Quality Act (CEQA), the National Environmental Protection Act (NEPA), and Section 106 of the National Historic Preservation Act (NHPA), as applicable;
- Engaging architects and engineers with demonstrated preservation expertise to consult and guide the planning and design process, where appropriate;
- Consulting with interested third parties, including the Santa Monica Conservancy when potential impacts to identified historic resources are involved;
- Renewing efforts to engage the school and broader community throughout the planning and design process for school campuses;
- Encouraging, where feasible and warranted, the rehabilitation and adaptive reuse of identified historical resources located on SMMUSD campuses consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Rehabilitation* when consistent with educational goals;
- Fostering awareness and appreciation of SMMUSD's identified historical resources, including a program of commemorative plaques in cooperation with the Santa Monica Conservancy;
- Expanding educational opportunities for students to study the history of the school facilities and develop a greater appreciation of preservation and local history through Heritage Education programming;
- Feasibly mitigating impacts to historical resources while SMMUSD (including studying alternatives to demolition) creates new learning environments, as science and methodology of learning evolves;
- Maintaining and repairing historic resources on SMMUSD campuses; and
- Striving to meet sustainable environmental goals, which could include the use of historical resources through historic preservation and adaptive reuse.

Legal References

California Public Resources Code

- 5020.1 Governing definitions
- 5024 Master list of historical resources
 - 5024.1 California register of historical resources
 - 5024.5 Proposed action affecting listed historical resource
- 21060.5 Environment
 - 21084.1 Historical resources

California Code of Regulations, Title 14

- 4851 Historical resources eligible for listing in the California register of historical resources
- 4852 Types of historical resources and criteria for listing in the California register of historical resources
- 15064.5 Determining the significance of impacts to archeological and historical resources
- 15331 Historical resource restoration/rehabilitation

Code of Federal Regulations, Title 36

- 60.4 Criteria for evaluation

Resources

California Office of Historic Preservation

Technical Assistance Series #1, California Environmental Quality Act (CEQA) and Historical Resources

Board Policy SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

Adopted: Feb. 9, 2021 Santa Monica, California

AR 7113 FACILITIES - Historical Resources

When planning a new project on one of its sites, SMMUSD will adhere to the following procedures, in a manner consistent with adopted board policies associated with these regulations:

Identification of Historical Resources

Prior to approval of either a master plan or design of a school facilities project, SMMUSD will inventory the school campus to identify any historical resources. The Historical Resources Inventory (HRI) for each campus will provide clarity and certainty about which structures or features are considered historical resources.

- SMMUSD shall engage qualified historical resources consultants to survey each campus.
- SMMUSD shall use and consider the criteria for listing in the National Register of Historic Places, and the California Register of Historical Resources to identify historical resources.
- SMMUSD may consider the City of Santa Monica's Landmark Designation Criteria's nos. 1, 2, 4, and 5, as set forth in Santa Monica Municipal Code section 9.56.100(A), as these criteria read on the date this Administrative Regulation was adopted, to identify historical resources in respect to Santa Monica schools only.
- An HRI shall include a public process to allow for input from stakeholders and interested parties districtwide, including the Santa Monica Conservancy, as applicable.
- An HRI for each campus shall be adopted by the Board of Education when completed.
- The HRIs will be incorporated as part of advance planning for all projects.

This Administrative Regulation is prospective only and excludes projects where historical resource assessments were completed during CEQA compliance or are already being implemented (i.e., Samohi, Malibu Elementary, Malibu MS/HS). It further excludes projects that are under construction or that have been designed and submitted to DSA for review. Upon approval of the Board Policy, SMMUSD will initiate the assessments to develop the HRI for each campus. Inventories will be completed prior to approval of the campus plans. Construction on new projects subject to this policy will not commence prior to completion of the HRI for that campus. The Historic Resources Inventories, once adopted by the school board, shall be sent to the California State Historic Preservation Office for their files. The HRI will identify those facilities that would only be considered a potential resource based on the local criteria. This would not mean designation of the resources but would ensure that when CEQA review of projects takes place in the future, the right resources are flagged.

Consideration of Potential Effects to Historical Resources During Planning:

Consistent with its duties under CEQA, SMMUSD will consider the potential effects to identified historical resources and conduct a thorough investigation and analysis to determine whether the

historical resource(s) in question can be retained, rehabilitated, and re-used as part of any proposed new project in a manner that is consistent with educational goals and project objectives. Projects otherwise impacting historical resources that have been found to be in conformance with either the *Secretary of the Interiors Standards for Treatments of Historic Resources with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* or the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* are deemed as mitigated to a level of less than a significant impact under CEQA. The *California State Historical Building Code* shall be invoked where needed to help retain historic features while complying with mandated building and safety codes.

The *Secretary of the Interior's Standards* shall be applied to all work on identified historical resources. For example, historically significant features on an identified historical resource will be preserved, repaired, or replaced in kind on small maintenance projects. Where a project includes large construction work, the *Standards* shall be applied to the identified historical resources to the extent possible. If the construction project is major, SMMUSD will conduct a study utilizing a preservation architectural specialist for adapting the identified historical resource for reuse in a manner consistent with the *Standards*. If adaptation of an identified historical resource conflicts with a proposed educational program or it is not financially feasible to preserve the historical resource or mitigate the impact, the historical resource may be demolished after complying with CEQA.

Environmental Review

As is true with all projects that have the potential to affect the environment, any project that requires either extensive alteration (such that the resource will no longer be eligible for historical listing) or demolition of a historical resource will go through the necessary environmental review under CEQA, NEPA, etc. Projects that would significantly impact historical resources will need to demonstrate the infeasibility of avoiding such impact(s) and the Board of Education would need to adopt a Statement of Overriding Considerations to proceed with the project.

Documentation

For a project involving extensive alteration or demolition of an identified historical resource, project plans must include a documentation plan, including HABS photography, to fully document the historical resource prior to its alteration or demolition.

Historical Resources under CEQA

The California Environmental Quality Act (CEQA) requires that protection of environmental resources be given significant consideration in the decision-making process when deciding to carry out projects. Historical resources are expressly included among the resources that require environmental protection. Thus, any project or action that would result in a substantial adverse impact to a historical resource would potentially also result in a significant effect on the environment. Under CEQA, the lead agency for any project that would potentially result in an unmitigable significant environmental impact must prepare an Environmental Impact Report, identify mitigation measures to avoid or reduce the potential significant impact. If a significant impact would still remain after consideration of feasible mitigation, the lead agency will decide to either, deny the project or adopt a Statement of Overriding Considerations.

When the California Register of Historical Resources was established in 1992, the Legislature amended CEQA to clarify which cultural resources are significant, as well as which project impacts are considered to be significantly adverse. A “substantial adverse change” means “demolition, destruction, relocation, or alteration such that the significance of a historical resource would be impaired.”

CEQA defines a historical resource as a resource listed in, or determined eligible for, listing, in the California Register of Historical Resources. All buildings listed on the California Register are to be considered historical resources under CEQA. Properties formally determined eligible for listing in the National Register of Historic Places are automatically listed in the California Register. Resources identified by local government agencies are presumptively considered historical resources.

However, because a resource does not appear on the California Register does not preclude it from being evaluated as a potential historic resource for purposes of CEQA. All resources determined eligible for the California Register are also to be considered under CEQA.

The courts have interpreted CEQA to create three categories of historical resources:

- *Mandatory historical resources* are resources “listed in, or determined to be eligible for listing in, the California Register of Historical Resources;”
- *Presumptive historical resources* are resources “included in a local register of historical resources, as defined in subdivision (k) of Section 5020.1, or deemed significant pursuant to criteria set forth in subdivision (g) of Section 5024.1” of the Public Resources Code, unless the preponderance of the evidence demonstrates that the resource is not historically or culturally significant; and
- *Discretionary historical resources* are those resources that are not listed but determined to be eligible under the criteria for the California Register of Historical Resources.

To simplify the first three definitions provided in the CEQA statute, a historical resource is a resource that is:

- Listed in the California Register of Historical Resources;
- Determined eligible for the California Register by the State Historical Resources Commission; or
- Included in a local register of historical resources.

Section 15064.5 of the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3) supplements the statute by providing two additional definitions of historical resources, which may be simplified in the following manner. A historical resource is a resource that is:

- Identified as significant in a historical resource survey meeting the requirements of Public Resources Code 5024.1(g); and
- Determined by a Lead Agency to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California. Generally, this category includes resources that

meet the criteria for listing on the California Register (Pub. Resources Code, §§ 5024.1, Title 14 CCR, §4852).

The fact that a resource is not listed in, or determined eligible for listing in, the California Register, not included in a local register of historical resources, or not deemed significant pursuant to criteria set forth in subdivision (g) of Section 5024.1, does not preclude a lead agency from determining that the resource may be a “historical resource” for purposes of CEQA.

Community Engagement

SMMUSD is committed to engaging the school and broader citywide community in the facility development process. SMMUSD encourages a broad spectrum of participation across all stakeholders, user groups and community members. SMMUSD will continue to exceed the legal requirements for communication, as it has in the past, during the planning and construction process, including those required as CEQA notifications.

Interested parties and community members will be invited and encouraged to participate during the assessment, planning and design phases. Comments and recommendations from the public will be reviewed and carefully considered.

Prior to finalizing the Historical Resources Inventory for each campus, interested parties will be contacted for an opportunity to review SMMUSD’s findings and determination(s).

Comments received on the Draft EIR or Draft Initial Study/Negative Declaration or Mitigated Negative Declaration prepared for any proposed project, including comments on the project’s design, treatment of historical resources, and alternatives to SMMUSD’s preferred alternative will be duly considered.

Administrative Regulation SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

adopted: Feb 18, 2021 Santa Monica, California