

#### REAL PROPERTY LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease') is made by and between the **County of Monterey**, a political subdivision of the State of California (LESSOR), on behalf of Monterey County Free Libraries, and the **Pajaro Valley Unified School District** (LESSEE) (sometimes collectively referred to as "the parties") as of the date opposite the respective signatures below, and effective as of the Lease Commencement Date as defined in Paragraph 2 (TERM) below.

1. **LEASE OF PREMISES:** LESSOR, in consideration of the rent and agreements herein set forth, does hereby lease to LESSEE, and LESSEE does hereby lease from LESSOR, those certain premises described as follows: (2) meeting rooms located on the first floor adjacent to the library reading room (hereafter referred to as "the Premises"), in the Monterey County Community Services facility, otherwise known as the Porter-Vallejo Mansion, 29 Bishop Street, Pajaro, California 95076.

In addition to the Premises, LESSEE shall also have the non-exclusive right to use, in common with other tenants in the building, any and all of the following areas which may be appurtenant to the Premises: common entrances, lobbies, stairways and access ways, loading and unloading areas, visitor parking areas, ramps, drives, platforms, public restrooms, and common walkways and sidewalks necessary for access to the Premises. LESSEE shall also have the non-exclusive right to use the parking lot located at 29-A Bishop Road, Pajaro, and that area which is the subject of a Reciprocal License Agreement between the Agency and the Roman Catholic Bishop of Monterey (Our Lady of Assumption) as shown in the attached sketch entitled, "County and Church Parking Lots" which is incorporated by this reference as **EXHIBIT A**.

LESSEE shall be prohibited from utilizing or occupying the second and third floor areas of the Premises, and outdoor playground area.

- 2. <u>TERM</u>: The term of this Lease shall be on a Month to Month basis commencing on October 1, 2019 ("Lease Commencement Date'). The lease term shall be automatically extended for additional subsequent one-month periods until either the LESSEE or LESSOR notifies the other within sixty (60) days of their intention to terminate this Lease agreement for any reason.
- 3. <u>RENT</u>: In addition to providing the services described in Paragraph 6 (USE), which services are considered partial compensation for the lease of the Premises, LESSEE shall pay LESSOR as monthly rent the sum of Two Hundred Sixteen Dollars and 60/100 (\$216.60) payable on or before the first day of each month. This is a modified gross rent amount which includes common area maintenance, utilities, trash collection and other services noted in **EXHIBIT B** attached hereto and incorporated by this reference. If the rent commencement date is other than the first day of a

calendar month, then rent for that month shall be prorated on a daily basis. Rent shall be payable to LESSOR at the address specified in Paragraph 17 (Notices) or at such other address as LESSOR may from time to time designate in writing.

4. <u>DELIVERY OF PREMISES</u>: LESSOR agrees to deliver to LESSEE physical possession of the Premises upon the commencement of the term, free and clear of all tenants and occupants, but subject to the non-exclusive rights of other tenants.

LESSEE agrees to deliver to LESSOR physical possession of the Premises within ten (10) days after the termination of the term hereof, or any extension thereof, in good condition, excepting reasonable wear and tear, damage by fire, or damage from any other cause not attributable to the negligence or willful misconduct of the LESSEE.

5. **TERMINATION**: This Lease may be terminated by either party by giving sixty (60) days advance written notice.

In the event the LESSEE defaults in the payment of rent when due, the LESSOR shall forward notice in writing of such default to the LESSEE, and failure of the LESSEE to cure such default within thirty (30) days after the receipt of such notice shall, at the option of the LESSOR, constitute a default and allow for the termination of the Lease upon three (3) days written notice.

If the Premises are destroyed by fire or other casualty, either in whole or in part, either party may terminate this Lease by giving three (3) days written notice.

If any part of the Premises is taken or condemned for a public or quasi-public use by an entity other than LESSOR, then this Lease shall terminate as of the date title shall vest in the condemning entity, if no earlier notice is given, as provided in this Lease. LESSOR shall have no responsibility for any relocation benefits as the result of such condemnation. LESSEE expressly disclaims all rights and interests in the Lease or its value in the event of condemnation; all such rights, interests and entitlement to compensation shall accrue to LESSOR.

6. <u>USE</u>: The Premises shall be used by the LESSEE solely and exclusively for the purpose of pre-school services to migrant students and English Language Development to migrant parents to occur weekly, Monday through Thursday from 8:00AM until 12:30PM.

LESSEE's use of the Premises, as provided in this Lease shall be in accordance with the following:

a) LESSEE shall not use the facility for any private commercial gain such as, but not limited to, rental activities or commercial sales.

- b) LESSEE shall not do, bring or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises.
- c) LESSEE shall comply with any and all laws and regulations concerning the Premises and/or LESSEE'S use of the Premises.
- d) LESSEE shall not use the Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to owners or occupants or adjacent properties.
- e) LESSEE shall not use or permit the use of Hazardous Substances on the Premises. As used herein, "Hazardous Substances" means hazardous or toxic substances such as asbestos, leads, toxic mold spores, PCBs or volatile organic chemicals.
- f) LESSEE shall not install any major appliances, such as vending machines, refrigerators, stoves or other machinery larger than a microwave and/or personal computer.
- g) LESSEE shall not modify the Premises, or undertake any construction on the Premises, without the written consent of LESSOR, which consent may be refused in the sole discretion of LESSOR.
- 7. <u>LESSOR'S ENTRY ON PREMISES</u>: LESSOR and its authorized representatives shall have the right to enter the Premises at all reasonable times with reasonable advance notice (except in cases of emergency), for any reasonable purpose including but not limited to the following:
  - a) To determine whether the Premises are in good condition and whether LESSEE is complying with its obligations under this Lease.
  - b) To do any necessary maintenance and to make any restoration to the Premises that LESSOR has the right or obligation to perform.
- 8. <u>UTILITIES</u>: LESSOR will provide LESSEE with a fair share portion of the facility services, including electricity, sewer, heating, water, janitorial services and trash disposal, as shown on the matrix attached as **EXHIBIT B.** The cost of these services are included in the modified gross rental amount.
- 9. <u>TELEPHONE</u>: LESSEE shall provide for and pay for all telephone services, including fax services and computer-related telephone line services.
- 10. <u>MAINTENANCE</u>: LESSEE shall be responsible to repair or correct any damages to the building or Premises caused by its employees, invitees, or program

participants. Repair and maintenance of the Premises shall be provided by the LESSOR.

#### 11. **INDEMNIFICATION**:

- a) LESSEE shall defend, indemnify, and hold harmless LESSOR from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, arising out of or attributable to LESSEE'S use of the Premises, excepting however such claims and demands whether for injury to persons or loss of life or damage to property, caused by the gross negligence or willful misconduct of LESSOR.
- b) LESSOR shall not be liable to LESSEE, or to anyone whatsoever, for any damages caused by plumbing, gas, water, steam, sprinkler or other pipe and sewage system, or by the bursting, running or leaking of any tank, washstand, closet, or waste or other pipe, in and about the Premises or the building of which the Premises are a part, or for any damage caused by water being upon or coming in through the roof, skylight, vent, trap door or otherwise; provided that LESSOR shall not be relieved from any of its obligations for maintenance and repair as otherwise set forth in this Lease.
- 12. <u>INSURANCE</u>: Without limiting LESSEE'S duty to indemnify, LESSEE shall maintain in force at all times during the performance of this Lease a policy or policies of insurance as follows and in the minimum limits of liability as stated herein:
  - a) Comprehensive General Liability, including but not limited to premises and operations, including coverage for bodily injury and property damage, personal injury, products, and completed operations with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.
  - b) Workers' Compensation covering statutory requirements of the State of California in accordance with California Labor Code section 3700 and with Employer's Liability limits of not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease per occurrence.
  - c) Liability policies shall provide an endorsement naming the LESSOR, its officers, agents and employees as Additional Insured and shall provide thirty (30) days written notice to the LESSOR in advance of cancellations or non-renewal of said policies.

- d) Liability policies shall be endorsed to provide that such insurance is Primary Insurance and that no insurance of the Additional Insured shall be called upon to contribute to a loss covered by LESSEE'S insurance.
- e) Certified copies of policies must be filed with the LESSOR. The insurance carried must be with established and reputable companies acceptable to the LESSOR. Acceptance or approval of insurance shall in no way modify or change the Indemnity and Hold Harmless Clauses in this Lease, which shall continue in full force and effect.
- f) Comprehensive General Liability policy shall provide thirty (30) days written notice to the LESSOR in advance of cancellation.
- g) Failure by the LESSEE to maintain required insurance coverage is a breach of the Lease. If the LESSEE fails to maintain the required insurance coverage, the LESSOR may terminate the Lease with three (3) days written notice.
- h) The coverage(s) shall be maintained through the term of the Lease, and the LESSEE shall file with the LESSOR prior to approval of the Lease, and from time to time, a Certificate of Insurance evidencing that insurance coverage(s) required herein are in effect.
- 13. <u>LIENS</u>: LESSEE agrees to keep said premises free from liens of every character, and in the event any liens for labor or materials should arise during the term thereof on account of any act or omission by LESSEE, LESSEE agrees forthwith to discharge and pay the same.
- 14. <u>ABANDONMENT</u>: If LESSEE abandons said Premises, or ceases the provision of services described in Paragraph 6 (USE), for a period of thirty (30) days or more, LESSOR may terminate the Lease with three (3) days written notice.
- 15. **WAIVER**: The waiver, of LESSOR or LESSEE, of any covenant or condition herein, shall not vitiate the same or any other covenant or condition contained herein, and terms and conditions contained herein shall apply to and bind the heirs, successors and assigns of the respective parties hereto.
- 16. **HOLDING OVER**: Except when LESSOR has declared a default and provides a three (3) day notice to quit, if LESSEE, with LESSOR's consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given terminating this Lease without a new agreement being reached, such possession by LESSEE shall be deemed to be a month to month

- tenancy terminable with thirty (30) days written notice at any given time by either party. All other terms and conditions shall remain in full force and effect.
- 17. **NOTICES**: Any notice which either party desires or is required to give to the other party shall be in writing and either served personally or sent by registered or certified mail, at the address set forth below:

LESSOR	LESSEE
County of Monterey	Pajaro Valley Unified School District
Attention: RMA-Administrative Services,	Attention: Luis Medina
Real Property Specialist	294 Green Valley Road
1441 Shilling Place, South Bldg., 2 <sup>nd</sup> Floor	Watsonville, California 95076
Salinas, California 93901	Phone: 831-786-2100 EXT 2150
Phone: 831-755-4800	
Fax: 831-755-4958	Email: Luis Medina@pvusd.net
Email: salcidog@co.monterey.ca.us	_

- 18. <u>ASSIGNMENT AND SUBLETTING</u>: LESSEE shall not assign or sublet all or any portion of the Premises without the prior written consent of LESSOR, which consent may be withheld in LESSOR'S complete discretion.
- 19. <u>SUCCESSORS AND ASSIGNS</u>: Subject to the restriction on assignment hereinabove written, this Lease, and all of the terms, covenants and conditions hereof, shall be binding upon and shall inure to the benefits of their heirs, legal representatives, successors and assigns of the respective parties hereto.
- 20. <u>COMPLIANCE WITH LAWS</u>: LESSOR shall comply with all applicable laws and regulations relating to the use and physical condition of the Premises and building.
- 21. <u>WAIVERS OF SUBROGATION</u>: LESSOR and LESSEE each hereby waive any right of recovery against the other due to loss or damage to the property of either LESSOR or LESSEE when such loss of or damage to property arises out of the acts of God or any of the property perils whether or not such perils have been insured, self-insured or non-insured.
- 22. **NO AMENDMENTS**: No amendment of this Lease shall be valid unless made in writing and signed by the parties hereto. No oral understanding or verbal agreement which is not incorporated into this Lease or any mutually agreeable, written amendment shall be binding on either party hereto. Further, the parties understand and agree that any prior Memorandum of Understanding regarding the subject premises is superseded in its entirety by this Lease.

- 23. **DESIGNATION OF AUTHORITY:** Whenever this Lease calls for the approval, consent, or waiver by LESSOR, the written approval, consent, or waiver of the County of Monterey Resource Management Agency Director (or designee) shall constitute the approval, consent, or waiver of the LESSOR, without further authorization required from the Board of Supervisors of the County of Monterey, provided that the overall feasibility of the objectives of this Lease is not in jeopardy, no additional funds are required from LESSOR, and no change is made to any material term of this Lease. The County of Monterey Resource Management Agency Director (or designee) is hereby authorized to deliver such approvals or consents as are required by this Lease, or to waive requirements under this Lease, on behalf of the LESSOR upon the terms specified above. Any consents or approvals required under this Lease shall not be unreasonably withheld, except where it is specifically provided that a sole discretion standard applies. LESSOR agrees to give reasonable consideration to requests by LESSEE for extensions of any time deadlines imposed under this Lease, provided that the overall feasibility of the objectives of this Lease is not in jeopardy.
- 24. <u>INVALIDITY</u>: The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.
- 25. **WARRANTY OF AUTHORITY**: If LESSEE is a corporation, the person executing this Lease on behalf of LESSEE hereby covenants and warrants that LESSEE is a duly authorized and existing corporation and that, the person executing this Lease is duly authorized to execute this Lease on behalf of the corporation.
- 26. **TIME IS OF THE ESSENCE:** Time is of the essence of each term and provision of this Lease.
- 27. **EXHIBITS AND ADDENDUMS**: In the event of any conflict between this Lease and any Exhibit attached hereto, the provisions of this Lease shall prevail and control.
- 28. **DISCLOSURE OF ADA NON-COMPLIANCE:** The Porter Vallejo Mansion does not comply with many provisions of the Americans with Disabilities Act (ADA) due to its historic designation with the National Historic Registry. It is a three story building with no elevator. The stairwells are narrow with turns; have handrails only on one side that do not extend one foot past the edge of the stairs at upper and lower landings. Stair risers are tall and tread depths are minimal making it difficult for elderly or disabled individuals to safely reach the 2<sup>nd</sup> and 3<sup>rd</sup> floors. The stairs creak, squeak and yield under weight. The downstairs bathrooms have only 51" of clearance for wheel chair turns while the ADA standard is 60". There are impediments to wheel chair passage with differences in the travelled way as high as 3 inches. These are just a few of the ADA deficiencies. LESSEE is encouraged to scrutinize the Premises' access and egress paths to be certain this historical building

will meet its needs and those of clients it seeks to serve. Pursuant to California Civil Code Section 1938 (a), LESSOR represents that the Premises has not undergone inspection by a Certified Access Specialist (CASp). LESSOR's statement regarding disability access and CASp report is attached hereto as **Exhibit C** and incorporated by this reference.

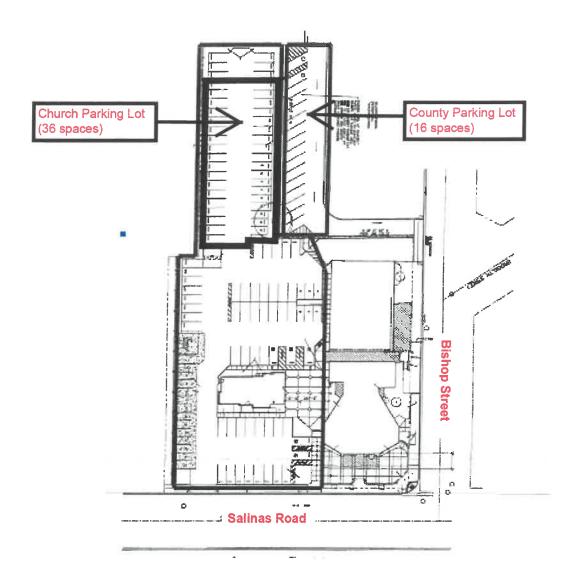
- 29. **DISCLOSURE OF INTERIOR ENVIRONMENT**: There is only one source of heat that is routed to four outlets on the first floor and controlled by one thermostat. There are no heat sources for rooms on the second and third floors except for heat rising up through the stairwells from the first floor. <u>LESSOR makes no representation as to the suitability of the leased Premises and common areas to conduct pre-school services to migrant students and English Language Development services.</u>
- 30. **DISCLOSURE OF LEAD PAINT:** The Premises, and the building in which the Premises is a part of, may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. LESSEE acknowledges receipt of the Environmental Protection Agency (EPA) Fact Sheet on lead poisoning prevention attached hereto as **EXHIBIT D** and made a part of this Lease by this reference.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Lease as of the last date opposite the respective signatures below.

APPROVED AS TO FORM & LEGALITY: (Office of the County Counsel-Risk Management) Leslie J. Girard, Acting County Counsel-Risk Manager		
By:		
Marina Pantchenko		
Title: Deputy County Counsel		
Date:		

District)	(Pajaro	valley	Unified School
By:			
Title:			
Date:			

### EXHIBIT A COUNTY AND CHURCH PARKING LOTS



## EXHIBIT B SUMMARY OF SERVICES AND UTILITIES

The following is a summary of services and utilities responsibilities of LESSOR and LESSEE for the proposed use of the Premises:

9——————————————————————————————————————	N/A	LESSOR	LESSEE
Provide adequate paper supplies, dispensers, and waste and recycling containers for the tenants Premises		X	
Provide adequate custodial service for interior of the Premises (dust, waste removal, recycling removal, vacuum, mop and general cleaning)		x	
Provide adequate custodial service for exterior of the Premises and common areas		X	
Professionally clean interior Premises' carpets, rugs, tile and linoleum flooring as deemed necessary		X	
Professionally clean existing drapes, blinds, and window shades as deemed necessary		X	
Professionally clean interior windows as deemed necessary		X	
Professionally clean exterior windows as deemed necessary		X	
Provide adequate pest control for the interior of the Premises			
Provide adequate pest control for exterior of Premises		X	
Provide adequate landscape maintenance and gardening (including			
landscape irrigation system and associated water supply and service)		X	
Provide adequate parking lot area sweeping		X	
Provide adequate refuse, rubbish, garbage, and recyclable (paper, plastic, and aluminum) disposal and pick up service of interior Premises.		X	
Provide adequate fire sprinkler systems testing		X	
Provide adequate fire alarm systems monitoring		X	
Provide adequate intrusion/security alarm systems monitoring of interior Premises		X	
Provide adequate patrolled security guard service	X		
Provide adequate heating, ventilation & air conditioning (HVAC) systems filter replacements, unit inspections and unit lubrications		X	
Provide adequate servicing of uninterrupted power source (UPS)	X		
Provide adequate servicing of power back up generator (excludes any power back up generator provided by LESSEE)	X		
Provide adequate gas utility service		X	
Provide adequate electric utility service		X	
Provide adequate water utility service		X	
Provide adequate telephone and data service (including connection charges)			X
OTHER:			

# EXHIBIT C <u>LESSOR'S STATEMENT REGARGING DISABILITY ACCESS</u> & CERTIFIED ACCESS SPECIALIST INSPECTION (CASp) REPORT

Pursuant to California Civil Code Section 1938 (a), LESSOR represents that the Premises [ ] has [X] has not undergone inspection by a Certified Access Specialist (CASp).

Pursuant to California Civil Code Section 1938 (b), if the Premises has undergone inspection by a CASp, and to the best of LESSOR's knowledge, there have been no modifications or alterations completed or commenced between the date of the inspection and the date of execution of the Lease Agreement which have impacted the subject premises' compliance with construction related accessibility standards, LESSOR shall provide, prior to execution of the Lease Agreement, a copy of any report prepared by the CASp with an agreement from LESSEE that information in the report shall remain confidential, except as necessary for the LESSEE to complete repairs and corrections of violations of construction related accessibility standards that the LESSEE agrees to make.

Pursuant to California Civil Code Section 1938 (c),making any repairs or modifications necessary to correct violations of construction related accessibility standards that are noted in a CASp report is presumed to be the responsibility of the LESSOR, unless otherwise mutually agreed upon by LESSOR and LESSEE. LESSEE shall have the opportunity to review any CASp report prior to execution of the Lease. If the report is not provided to the LESSEE at least 48 hours prior to execution of the Lease Agreement, LESSEE shall have the right to rescind the Lease, based upon the information contained in the report, for 72 hours after execution of the Lease Agreement.

Pursuant to California Civil Code Section 1938 (d), if the Premises have been issued an inspection report by a CASp, as described in paragraph (1) of subdivision (a) of Section 55.53, indicating that it meets applicable standards, as defined in paragraph (4) of subdivision (a) of Section 55.52, LESSOR shall provide a copy of the current disability access inspection certificate and any inspection report to LESSEE not already provided pursuant to subdivision (b) within seven (7) days of the date of the execution of the Lease Agreement.

Pursuant to California Civil Code Section 1938 (e), if the Premises have not been issued a disability access inspection certificate, as described in subdivision (e) of Section 55.53, LESSOR shall state the following on the Lease Agreement:

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards understate law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

United States Environmental Protection Agency Prevention, Pesticides, and Toxic Substances (7404)

EPA-747-F-96-005 August 1996



## **FACT SHEET**

# **EPA Releases Final Rule to Ensure Safe Conduct of Lead- Based Paint Activities**

#### **ACTION**

In an expansion of its campaign to reduce the public's exposure to lead hazards, the U.S. Environmental Protection Agency is issuing new regulations to protect the public from the hazards of improperly conducted lead-based paint activities. The rule contains several key elements, including:

- Training and certification requirements to ensure the proficiency of contractors who offer to conduct lead-based paint inspection. risk assessment and abatement services in residences and day care centers:
- Accreditation requirements to ensure that training programs provide quality instruction in current and effective work practices:
- Work practice standards to ensure that leadbased paint activities are conducted safely. reliably and effectively: and
- Procedures for States and Tribes to apply to EPA for authorization to administer these elements at the State or Tribal level.

For States and Tribes that choose to apply to EPA for authorization, the final rule also provides a model state lead program that they can use to develop their programs. In States or Tribes that do not apply for EPA authorization to administer a program, EPA will proceed to establish a program based on the federal program elements contained in the rule.

#### BACKGROUND

To protect families from exposure to lead in paint, dust and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X. About three-quarters of the nation's housing stock built before 1978 (64 million homes) contains some lead-based paint. When properly maintained and managed, this paint poses little risk. If improperly managed, chips and dust from this paint can create a health hazard. Recent studies indicate that 1.7 million children have blood-lead levels above safe limits; the most common source of lead exposure in the U.S. is lead-based paint hazards.

Under Title X. EPA and other federal agencies are developing a national program and supporting policies to prevent and reduce lead-based paint exposures and hazards. EPA has undertaken several efforts primarily designed to improve the public's awareness/understanding of lead hazards. EPA also has supported the development of training centers to assist in ensuring that lead hazards are managed safely.

Today's rule builds on these efforts by ensuring the public that contractors claiming to know how to inspect, assess or remove lead-based paint, dust or soil are well qualified, trained and certified to conduct these activities.

Additionally the model state lead program contained in the rule will help ensure consistency in the training and certification requirements and work practice standards developed by States. Indian Tribes and U.S. Territories.

#### **BUILDINGS COVERED**

Contractors conducting lead-based paint activities in "target housing" and in "child-occupied facilities" will be required to obtain training, receive certification, and follow the standards contained in the rule. Target housing includes housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any one or more children age six years or under resides or is expected to reside in such housing for the elderly or persons with disabilities) or any zero-bedroom dwelling.

A child-occupied facility is a building, or a portion of a building, constructed prior to 1978, that is visited regularly by the same child, six years of age or under. Such facilities include, but are not limited to, day-care centers, preschools and kindergarten classrooms.

The new rule does not address work performed in public and commercial buildings, on steel structures, bridges, and other industrial facilities. EPA is currently evaluating the need to establish a training and certification program for individuals and firms working in these buildings.

#### **EFFECT ON STATES AND TRIBES**

This rule should have minimal impact on States and Tribes since the development of State and Tribal programs is voluntary. States and Tribes that choose to administer a lead training and certification program will be required to submit an application to receive EPA authorization. To assist States and Tribes that choose to develop and implement programs, the Agency provides program guidance and grants. Additionally, the final rule authorizes States and Tribes to establish fees to support their programs.

#### **EFFECTIVE DATES**

States may apply to EPA for approval to administer lead contractor training/certification programs of their own 60 days after promulgation of the rule.

In States that do not apply or receive EPA approval to run their own programs within two years following promulgation of the rule, the Agency will proceed to establish programs based on the federal training, certification, and accreditation requirements and work practice standards contained in the rule. While EPA's requirements will help ensure that certified lead professionals are available nationwide, the Agency does not require property owners to test, assess or abate lead-based paint, dust or soil.

#### **FURTHER INFORMATION**

- For a copy of the rule, supporting documents, fact sheets and other information about lead call the National Lead Information Clearinghouse (NLIC) at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired. You may also send your request by fax to (202) 659-1192 or by Internet E-mail to ehc@cais.com. Visit the NLIC on the Internet at http://www.nsc.org/nsc/ehc/ehc.html.
- The final rule and supporting documents, and other lead information also are available electronically, and may be accessed through the Internet.

#### **Electronic Access:**

Gopher: gopher.EPA.gov:70/11/Offices/PestPreventToxic/Toxic/lead pm

WWW: http://www.epa.gov/opptintr/lead

**Dial up:** (919) 558-0335

FTP: Ftp.epa.gov (To login, type "anonymous." Your password is your

Internet E-mail address.)