WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202207017

Originating Department:	Parks & Recreation			
Division/Program: (i.e. Dept. Division and Program)	M&O / Parks			
Contract or Grant Administrator:	Christ Thomsen			
Contractor's / Agency Name:	Jarek Olivetti & Roxanne Martin			
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes O No O If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:				
Does contract require Council Approval? Yes O No O Already approved? Council Approved Date:	If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)			
Is this a grant agreement? Yes O No O If yes, grantor agency contract	t number(s): CFDA#:			
Is this contract grant funded? Yes O No O If yes, Whatcom County grant contract number(s):				
Is this contract the result of a RFP or Bid process?	Contract			
Yes O No O If yes, RFP and Bid number(s):	Cost Center:			
Is this agreement excluded from E-Verify? No O Yes	If no, include Attachment D Contractor Declaration form.			
If YES, indicate exclusion(s) below: ☐ Professional services agreement for certified/licensed professional. ☐ Goods and services provided due to an emergency ☐ Contract work is for less than \$100,000. ☐ Contract for Commercial off the shelf items (COTS). ☐ Contract work is for less than 120 days. ☐ Work related subcontract less than \$25,000. ☐ Public Works - Local Agency/Federally Funded FHWA. Contract Amount: (sum of original contract amount and any prior amendments): \$ 1709 / per month This Amendment Amount: \$ 1709 / per month Total Amended Amount: \$ 1709 / per month Total Amended Amount: \$ 1709 / per month Total Amended Amount: \$ 1709 / per month Summary of Scope: Summary of Scope:				
This is a one-year residential lease agreement between Whatcom County and Jarek Olivetti & Roxanne Martin to reside at 677 North Lake Samish Road, Bellingham, for monthly rent of \$1709.00. Transitions to month-to-month after one year. Expiration Date: 6/30/2023				
Contract Routing: 1. Prepared by: Shannon Batdorf	Date: 6/30/2022			
2. Attorney signoff: Brandon Waldron 2. Attorney signoff: Brandon Waldron 3. AS Finance reviewed: M Caldwell 4. IT reviewed (if IT related): 5. Contractor signed: 6. Submitted to Exec.: 7. Council approved (if necessary): (ABZ02Z-4/5) 8. Executive signed: Date: 7/1/2022 Date: 7/18/22 Date: 7-19-22 Date: 8-9-22 Date: 8-/0-22				
9. Original to Council:	Date: 8-1/-22			

COUNTY ORIGINAL

RESIDENTIAL LEASE AGREEMENT Whatcom County



THIS AGREEMENT, dated as of *June 29, 2022*, is made and entered into between WHATCOM COUNTY (PARKS AND RECREATION DEPARTMENT), a municipal corporation in the State of Washington, hereinafter referred to as "Landlord", and *Jarek Olivetti and Roxanne Martin*, hereinafter referred to as "Tenant".

In consideration of the covenants and agreements hereinafter set forth, Landlord does hereby lease to Tenant those certain premises situated at 677 North Lake Samish Road, Bellingham, Washington 98226 located within Samish Park, hereinafter referred to as "Premises." The premises are described as an unfurnished two-bedroom/one-bathroom home on Lake Samish with small yard and storage structure. See Addendum A for illustration of property and lease boundary.

This agreement is for a term of one (1) year commencing on *June 29*, 2022 and ending on *June 30*, 2023 upon the following terms and conditions. Upon expiration of one (1) year from commencement date, this lease agreement reverts to a month-to-month lease agreement. In the event a month-to-month lease results, rent shall be at a rate agreed to by Landlord and Tenant; all other terms and conditions of this lease agreement shall remain in full force and effect. The County may require an additional one year lease for continued occupancy.

OCCUPANCY SHALL BE LIMITED to the following persons (adults and children).

<u>Jarek D. Olivetti and Roxunne L. Martin.</u> Note: Landlord/agent must approve sublet of premises, or overnight visitors staying more than 7 consecutive days or a total of over twenty (20) days in any 12-month period. Provision for pets/animals: *No pets or animals allowed*.

Number of vehicles, make, model and license plate(s): Two vehicles: Chevy, Sonic, AYA 3214;

BMW, 740iL, AWG 7754

RV/Boats and license plate: Not applicable

- RENT: Rent is joint and several with all adult tenants. Tenant shall pay monthly rent of \$1,709
 (\$1,514.53 rent and \$194.47 leasehold tax of 12.84%), in advance on or before the first day of each month to Landlord or to such other person(s) as Landlord from time to time designates in writing.
- 3. UTILITIES: paid by landlord (checked): __ electric, __ gas, X_ water, X_sewer, X_ garbage, __X__ (other) N/A. Tenant must pay all other utilities; failure to promptly call in for service may result in a \$35 charge. See Addendum B for a list of utility providers if applicable. Upon vacating the premises, Tenant is responsible for filling the propane tank. If this does not occur Landlord will deduct the cost to fill the tank form the Tenant's Damage, Cleaning and Security Deposit.
- 4. SECURITY/Damage Deposit: Tenant shall pay a security/damage deposit in the amount of \$1,709.00. Of this deposit, none shall be retained by Landlord as an automatic non-refundable cleaning fee. Upon termination of this tenancy, all or a portion of the remainder of this deposit may be retained by Landlord, and any refund to the Tenant is conditioned as follows:
 - a. Tenant shall have fully performed the obligations hereunder and those set forth in the 1973 Residential Landlord-Tenant Act as amended, or as subsequently amended, specifically including payment of rent. Landlord shall be permitted to retain any portion of this deposit necessary to cover rent not paid by Tenant.
 - b. Tenant shall have occupied the premises for a minimum of six months or longer.

- c. Tenant shall have returned to Landlord all keys provided during the tenancy. A charge of \$10.00 will be assessed for each key not returned by Tenant.
- d. Tenant shall have cleaned and restored premises to its original condition at commencement of this tenancy, except for normal wear and tear resulting from ordinary use. Cleaning shall include thorough commercial cleaning of all carpets.
- e. Tenant shall have remedied or repaired to Landlord's satisfaction any damage to premises or furnishings.
- f. Unpaid utilities which are billed to the County.
- g. Within twenty-one (21) days after termination of tenancy and vacation of the premises, Landlord will give Tenant a written statement of the basis for retaining any or all of the deposit together with the payment of any refund due.

Any refundable pre-paid rent shall first apply to final balances due landlord not covered by security fee. Refund checks void if not cashed or deposited within 90 days. For tenant-responsible damages or neglect during tenancy, costs may be deducted anytime from the security fee following 10-day written notice to cure, with 30-day deadline for tenant to replenish fee.

- 5. **TENANT AGREES AND UNDERSTANDS**: That any of said security /damage deposit may not be applied by the tenant toward rent at any time. Any security fee refund or shortage, as per itemized statement (or estimate), shall be processed between 2 and 21 days following rental agreement termination and vacation of premises. The security deposit is held in trust per RCW 59.18.270 at Key bank.
- 6. **DELIVERY OF RENT AND NOTICES:** All due on the first day of each monthly rental period, it is the responsibility of the tenant to mail/deliver rent payment (cash, check, money order/cashier check, at landlord/agent option; checks should be made payable to Whatcom County Parks and Recreation) to the following address or location: Parks Operations Manager, Whatcom County Parks & Recreation, 3373 Mt. Baker Highway, Bellingham WA 98226. Landlord/agent will not be responsible for any lost or missing cash payments not personally handed to landlord/agent. If by commencement date, tenant fails to call/show up, get keys, and pay all move-in money due, landlord/agent may immediately terminate agreement with no refunds.
- 7. LATE/NSF/DEFAULT RENT: Any rent due not paid by the 5th day of the monthly rental period is subject to a \$75.00 late fee charge. Late fees assessed concurrent with rent due shall be considered rent as due. NSF checks shall be assessed \$30.00 each. If tenant defaults in rent payment, is absent from the premises without notice, and there is reason or cause to believe tenant is terminating occupancy, the premises will be considered abandoned, entitling landlord or agent to post notice, take immediate possession, change locks, and store of any remaining items in a manner and time required by law.
- 8. **NOTICES:** Tenant shall give the landlord or agent at least 20 days' written notice *prior to the end of the rental* period of intention to vacate the premises. (Shorter notices, or notices other than for the end of the period, require approval of landlord.) Landlord or agent may also give 20-day no-cause notice to tenant to terminate tenancy. Tenant shall, at the expiration of either and all notices, surrender the premises and keys to the landlord or agent in accordance with this agreement.
 - a. Maintenance & Showing: Except in the case of emergency or if it is impracticable to do so, following 48 hour landlord/agent notice, tenant shall allow access to unit at reasonable times. Tenant failure to so

- honor access is cause to assess tenant for any service cancellation costs, and \$100 per RCW 59.18.150(5).
- 9. SIGNS/ACCESS: Landlord/agent may enter yard and place/maintain business signs/postings (e.g. rent, lease, sale) on the premises as deemed necessary for business operations. Additionally, landlord or agent may enter the tenant's premises for purposes of: (1) inspection; (2) cleaning, repairs or alterations; (3) other services; or (4) showing premises; provided, access is at reasonable times with proper notice (no notice required for emergency, end/term or abandonment). Tenant notice to vacate, or request for service or repairs, shall constitute tenant-approved notice of respective access by landlord or agent (in absence of tenant objection).
- 10. **PUBLIC SAFETY:** Dwelling is equipped with <u>three</u> battery-operated smoke/heat detectors, and <u>three</u> Carbon Monoxide (CO) alarms in working order. Maintenance of smoke detection devices and CO alarms, including the replacement of batteries when needed, shall be the responsibility of the tenant, who shall maintain the devices as specified by the manufacturer. Tenant is responsible to maintain the devices in working order and conduct a monthly check to determine that the devices are in working order. Tenant(s) failure to comply includes a \$200 fine per RCW 43.44.110(4). If any device is later found inoperable, landlord may charge tenant \$50 compliance fee/each. The tenant(s) must immediately notify the County if the tenant is unable to repair or determine if the smoke alarms or CO alarms are operable.
- 11. OPERABLE FIRE EXTINGUISHERS ARE LOCATED IN THE FOLLOWING LOCATION(S):

 <u>Kitchen.</u> The tenant is required to check the fire extinguisher(s) monthly to determine if they are fully charged.

 The tenant(s) must immediately notify the County if there is not a full charge or there is a need for repair or replacement.
- 12. **CHANGE IN TERMS OR RENT:** effective anytime upon written approval of all affected parties, <u>or upon 30</u> days written notice by landlord/agent effective at the end of the corresponding rental month. All other provisions shall remain intact.
- 13. INSURANCE/REPAIRS: Tenant is not insured under Landlord's insurance (Landlord/agent is not responsible for damaged/missing tenant property). Tenants should obtain insurance on their personal property to include theft, vandalism, pests, accident, storm, cold or heat, mold, flood, water, and electrical damages, as a minimum. (Landlord/agent not responsible for damaged/missing tenant property.) Landlord/agent will promptly respond to tenant written requested repairs, but will not be monetarily responsible for: (1) tenant disruptions or inconveniences during habitable periods of repair, drying, scheduling or bidding of same; (2) tenant/guest injuries incurred in or around obvious areas of maintenance, repair, or construction; nor (3) housing or other costs incurred by tenant during good-faith periods of landlord repairs or other activities.
- 14. **ATTORNEY'S FEES:** In the event suit shall be brought regarding the performance of the terms and provisions of this Agreement or because of a breach of any of Tenant's obligations, then Tenant agrees to pay to Landlord reasonable attorney's fees as authorized by RCW Chapter 59.18. Attorney's fees as required and/or allowed by law will apply equally to both tenant and landlord.
- 15. **PREMISES USE:** Tenant shall not use said or neighboring premises for any illegal purpose, or for any other purpose than that of a residence. No excessive traffic or visitors (e.g. more than 3-4 drive-ups or walk-ins per day) without landlord/agent approval. Tenant shall not allow entry of anyone in violation of court protection

orders. Tenant to conform to all covenants, codes, statutes, ordinances; and landlord/agent rules regarding occupancy. Absolutely no unlawful drugs, excessive drinking, public disturbances, verbal abuse, spiteful threats, unauthorized pets/firearms/smoking on premises. Violations are cause for eviction.

- 16. **OPERATION, MAINTENANCE, STORAGE, ALTERATIONS TO PREMISES:** On a *continuing* basis, tenant agrees to:
 - a. Keep premises in a clean, neat, and sanitary condition; no parking, storage or accumulation of debris
 on lawn or yard;
 - b. *Dispose of* all rubbish, garbage, and waste in a clean and sanitary manner--at reasonable intervals--and assume all costs of extermination and fumigation for infestation caused by tenant; not feed straying pets or animals; not temporarily host pets;
 - c. *Properly ventilate and operate* all electrical, gas, heating, plumbing, septic, facilities, fixtures, doors, windows, locks, and
 - d. No portable kerosene/gas/incense burning; keep hot water tank at 120 degree maximum; all burning candles must be kept in a non-flammable container; all candles must be extinguished if tenant leaves the residence; no excessive odorous chemicals/sprays/vapors; restrict toilets to biological waste and tissue paper; keep drains clear;
 - e. No BBQs or open fires in units or under eaves, canopies, balcony over-heads, in public areas, or under building structures or covers; (Note: Carbon monoxide (CO) is a very poisonous combustion gas that cannot be seen or smelled, and can afflict or kill!)
 - f. Pay for, replace or repair in a landlord-approved manner, all items (including doors, windows, locks, smoke/heat/CO alarms) damaged or made inoperable during occupancy; correct or repair plumbing and fixtures clogged or broken by misuse or neglect; and where applicable, use due precaution against freezing or stoppage of water pipes in and around the premises;
 - g. Report all plumbing/roof/water leaks, and all mold, code and other hazardous conditions to landlord/agent within 48 hours to avoid charges for inspections, presumptive damages, and increased utility fees caused by lack of timely reporting to landlord;
 - h. Not deface, damage, impair, or remove any property, facilities, equipment, and appliances; not install TV/radio antennas, decorations, signs, postings, nor other equipment without landlord/agent approval except as authorized under FCC regulations; For any installations, landlord/agent may assess an added refundable \$250 security fee to cover removal costs;
 - Not grow medically-approved or other marijuana in or around the premises; Limit supply for own medical purposes per RCW 69.51A.040; Not smoke/vaporize same anywhere inside premises, nor in any unauthorized outside areas;
 - j. Not make unauthorized alterations, climb ladders/roofs, paint/wallpaper, change fixtures/locks, or run dangerous equipment; any alteration must be pre-approved in writing by the Parks Operations Manager or their designee.
 - k. Not store non-operating vehicles, nor boats, RV's, motor cycles, trailers, firearms, equipment, tools, hazardous materials, liquids, paints, fuels/oils, chemicals, waste or non-using items on premises without landlord/agent approval; no waterbeds;

- Maintain reasonable peace and quiet with other tenants/neighbors and pay for any caused damages
 therein; no fireworks; No disturbing TV's, sound systems, musical instruments, or other disturbing
 activities; No fireworks of any kind.
- 17. MOLD/LEAD PAINT: X Copy of State-approved mold information hand-out is provided per RCW 59.18.060(12). For pre-1978 housing, X a federal-approved pamphlet on lead poison prevention is also provided. BEWARE: Touching, breathing or eating lead paint chips/construction dust can be hazardous to people...especially children!
- 18. YARD/OUTSIDE PREMISES: Where applicable (y/n) <u>Yes</u>, tenant agrees to mow, water, weed, and maintain grounds in good condition (subject to any landlord specifics); and to keep own driveways, walks, porches, and garages clean and clear of obstructions, and pay costs of any used utility. Failure to comply following notice will result in charges to tenant for necessary remedy. Landlord/agent may reasonably enter yard/buildings without notice to service common areas and outside yard/structures. No trampolines, swimming pools, swing or climbing sets, or other such "attractive nuisances" without written approval of landlord/agent. Unauthorized parking, storage, or accumulation of waste may be assessed up to \$10.00 per day per violation.
- 19. **FURNISHINGS PROVIDED:** Included (if checked) are <u>X</u> stove, <u>X</u> refrigerator, <u>drapes</u>, shades, curtains, <u>X</u> blinds, <u>X</u> smoke/CO alarms, and also the following: <u>N/A</u>
- 20. CONDITION REPORT UP-DATE: Tenant to complete and return any/all condition report up-dates by 30 days of move in.
- 21. **DELIVERY OF POSSESSION:** If for any reason landlord or agent fails to deliver possession of these premises at the start of this agreement, rent shall be abated until tenant possession. All other aspects of this agreement shall remain in full force. In no event shall landlord or agent be liable for damages caused by failure to deliver possession of the premises. If possession is not given tenant within 7 days of the start date, tenant may terminate this agreement with full refund by giving written notice.
- 22. **EVICTION PURSUANT TO WRIT OF RESTITUTION:** Tenant(s) HEREBY OBJECTS to the storage of their personal property. Tenant(s) understand this will result in their property being placed on the nearest public right-of-way.
- 23. RECEIPT OF MONEY PAID: 1. Tenant has paid \$\sum_{1,709.00}\$ in \$\frac{Check}{Check}\$ for security/damage deposit.
 2. Tenant has paid \$\sum_{113.93}\$ in \$\frac{Check}{Check}\$ for rent covering period \$\sum_{1une} 29, 2022\$ through \$\sum_{1une} 30, 2022\$.
 In addition: Not applicable.
- 24. **TENANT'S DEFAULT AND LANDLORD'S RE-ENTRY:** The occurrence of any of the following constitutes a material default and breach of this agreement:
 - a. Failure to pay rent.
 - b. Failure to observe and perform any other required provisions of this agreement.
 - c. Failure to obtain Landlord approval for a sublet of premises, or Landlord approval for over-night visitors staying more than 7 consecutive days or a total of over twenty (20) days in any 12-month period
 - d. Committing waste, maintaining a nuisance, being declared a sex-offender or convicted of a crime; tenants and or guests which cause law enforcement contact as a result of a violation of the law which results in an arrest.

- e. Landlord may terminate tenancy prior to the end of the agreement if Tenant receives three notices for "3-day pay or vacate" or three notices for "10-day comply-or-vacate" within a 12-month period.
- 25. **LANDLORD'S DUTY:** Landlord agrees to keep the shared and common premises clean and fit for human habitation and to comply with all state and local laws regarding maintenance and repair of the premises, unless otherwise agreed to in this agreement.
- 26. **OTHER CONDITIONS:** This agreement also is subject to these other conditions:

a. Not Applicable

- 27. **NO WAIVER:** Failure of Landlord to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- 28. **HOLD HARMLESS:** Tenants shall indemnify and hold Landlord harmless from claims of loss or damage to real and personal property and of injury or death to persons caused by the acts or negligence or wrongful acts of Tenants, Tenants' family, guests, licensee or invitees. Tenants expressly releases Landlord from any and all liability for any loss or damage to property or effects arising out of water leakage, breaking in or theft, or other causes beyond the reasonable control of Landlord. There is no warrant that there will be no criminal acts or that Tenants will be free from the violent tendencies of third parties.
- 29. **JOINT AND SEVERAL LIABILITY:** It is understood and agreed that each party signing this Agreement as Tenant is liable for the full amount of rent provided herein. The obligation of Tenants is joint and several.
- 30. **SEVERABILITY:** The construction validity and effect of this Agreement shall be governed by the laws of the State of Washington. Any provision of this agreement prohibited by such laws shall be ineffective to the extent of such prohibition without invalidating the remaining provisions thereof.
- 31. **KEYS:** Two (2) keys will be provided at time of possession. Keys may not be duplicated or provided to other persons, nor locks replaced, without the permission of the Landlord.
- 32. **REPORT TO CREDIT/TENANT AGENCIES:** Tenants are hereby notified that a nonpayment, late payment or breach of any of the terms of this residential lease agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.
- 33. ADDENDA TO AGREEMENT: The following Exhibits are attached:
 - A. Residential Lease Boundary Diagram
 - B. Utilities Contacts List
 - C. Condition of premises to be signed by tenant(s) and County
 - D. Mold and mildew
 - E. Lead pamphlet

Tenants acknowledge that they have read this agreement and will abide by its terms and will comply with all rules and regulations adopted by Landlord.

TENANTS			
Land District Towns			
Jarek D. Olivetti, Tenant			
Phone(s): 402-730-7072			
Phone(s): 402-730-7072			
Email: jarekolivetti@gmail.com			
Der Rovin			
Roxanne L. Martin, Tenant			
Phone(s):402-880-8391			
Email:roxannel.martin@gmail.com			
STATE OF WASHINGTON)) ss. COUNTY OF WHATCOM)			
On this 29 day of June, 2022, before me personally appeared Jarek Olivetti Rexanno Markin to me known to be the individual(s) described in and who executed the with foregoing instrument, and acknowledges that they signed the same as their free and voluntary act and deed, fuses and purposes therein mentioned.	and and for the		
Given under my hand and official seal this 29 day of Juve, 2022.			
NOTARY PUBLIC in and for the State of Washington, reat Bellinghour My Commission expires: 4/27/2C	siding		

Executed as of the date first written above.

LANDLORD

WHATCOM COUNTY

Satpal Sidhu, Coun y Executive

STATE OF WASHINGTON)

) ss.

COUNTY OF WHATCOM)

On this 10th day of August, 2022, before me personally appeared Satpal Sidhu, to me known to be the County Executive of WHATCOM COUNTY and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Given under my hand and official seal this 10th day of August, 2022



NOTARY PUBLIC in and for the State of Washington, residing

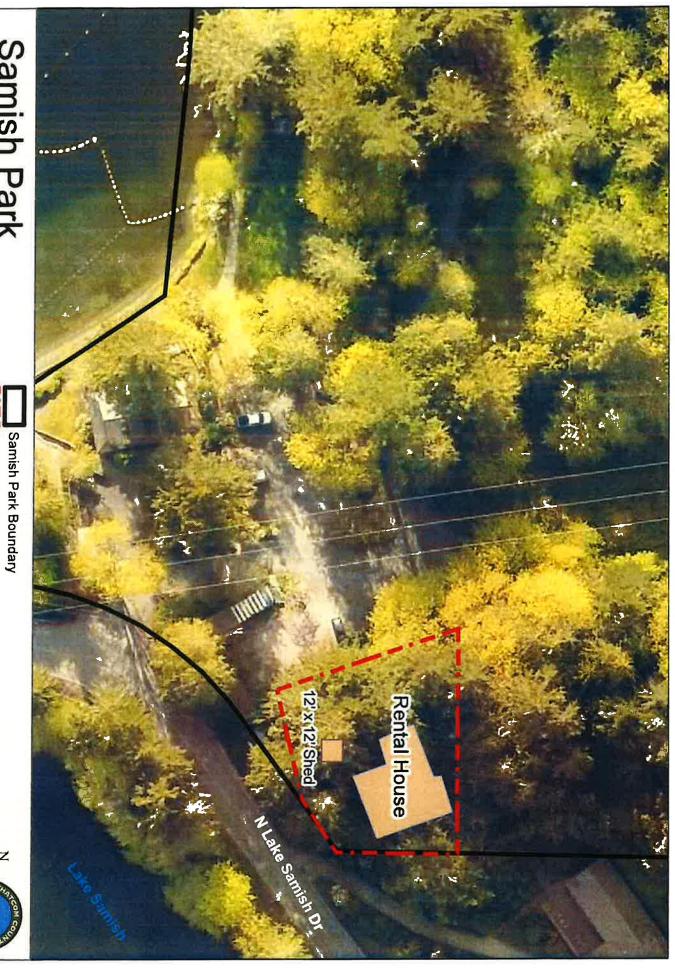
at Bellinghan
My Commission expires: 12-3(-)

WHATCOM COUNTY PARKS & RECREATION

Christ Thomsen, Interim Director

APPROVED AS TO FORM:

Deputy Prosecuting Attorney



Samish Park Rental Area

Rental Area Boundary

50

100 Feet

Buildings

Things to do for new renters

SAMISH RENTAL:

Puget Sound Energy for electricity Phone 1-888-225-5773

Whatcom Farmers for propane Phone 1-360-354-4595



Got Mold?

Frequently Asked Questions About Mold

What are molds?

Molds are tiny microscopic organisms that digest organic matter and reproduce by releasing spores. Molds are a type of fungi and there are over 100,000 species. In nature, mold helps decompose or break-down leaves, wood and other plant debris. Molds become a problem when they go where they are not wanted and digest materials such as our homes.

What makes molds grow in my home?

Mold enters your home as tiny spores. The spores need moisture to begin growing, digesting and destroying. Molds can grow on almost any surface, including; wood, ceiling tiles, wallpaper, paints, carpet, sheet rock, and insulation. The mold grows best when there is lots of moisture from a leaky roof, high humidity, or flood. There is no way to get rid of all molds and mold spores from your home. But you can control mold growth by keeping your home dry.

Can I be exposed to mold?

When molds are disturbed, they release spores into the air. You can be exposed by breathing air containing these mold spores. You can also be exposed through touching moldy items, eating moldy food or accidental hand to mouth contact.

Do molds affect my health?

Most molds do not harm healthy people. But people who have allergies or asthma may be more sensitive to molds. Sensitive people may experience skin rash, running nose, eye irritation, cough, nasal congestion, aggravation of asthma or difficulty breathing. People with an immune suppression or underlying lung disease, may be at increased risk for infections from molds.

A small number of molds produce toxins called mycotoxins. When people are exposed to high levels of mold mycotoxins they may suffer toxic effects, including fatigue, nausea, headaches, and irritation to the lungs and eyes. If you or your family members have health problems that you suspect are caused by exposure to mold, you should consult with your physician.

When is mold a problem?

You know you have mold when you smell the "musty" odor or see small black or white specks along your damp bathroom or basement walls. Some mold is hidden growing behind wall coverings or ceiling tiles. Even dry, dead mold can cause health problems, so always take precautions when you suspect mold.

Mold is often found in areas where water has damaged building materials and furniture from flooding or plumbing leaks. Mold can also be found growing along walls where warm moist air condenses on cooler wall surfaces, such as inside cold exterior walls, behind dressers, headboards, and in closets where articles are stored against walls. Mold often grows in rooms with both high water usage and humidity, such as kitchens, bathrooms, laundry rooms, and basements. If you notice mold or know of water damaged areas in your home, it is time to take action to control its growth.

When should I sample for mold?

You don't need to sample for mold because in most cases you can see or smell mold. Even a clean, dry house will have some mold spores, but not enough to cause health problems. If you smell mold it may be hidden behind wallpaper, in the walls or ceiling or under the carpet. If you suspect you have hidden mold be very careful when you investigate, protect yourself from exposure in the same manner as you would for a clean-up.



Can I control mold growth in my home?

Yes you can. Dry out the house and fix any moisture problems in your home:

- · Stop water leaks, repair leaky roofs and plumbing. Keep water away from concrete slabs and basement walls.
- Open windows and doors to increase air flow in your home, especially along the inside of exterior walls. Use a fan if
 there are no windows available.
- Make sure that warm air flows into all areas of the home. Move large objects a few inches away from the inside of
 exterior walls to increase air circulation.
- Install and use exhaust fans in bathrooms, kitchens, and laundry rooms.
- · Ventilate and insulate attic and crawl spaces. Use heavy plastic to cover earth floors in crawl spaces.
- Clean and dry water damaged carpets, clothing, bedding, and upholstered furniture within 24 to 48 hours, or consider removing and replacing damaged furnishings.
- · Vacuum and clean your home regularly to remove mold spores.
- Check around your windows for signs of condensation and water droplets. Wipe them up right away so mold can't start to grow.

What can I use to clean up mold?

Clean up mold and take care of the problem by following the advice above to keep your home dry and keep mold out. Act fast! Mold damages your home as it grows. Clean it up as soon as possible.

Size the Moldy Area

Decide if you have a large or small area of mold. A small area is less then about ten square feet, or a patch three feet by three feet square. To clean a small area, follow the advice below. You may use a cotton face mask for protection. If you have a lot of mold damage (more then ten square feet) consider hiring a cleaning professional. If the moldy area has been contaminated by sewage or is in hidden places hire a professional. To find a professional, check under "Fire and Water Damage Restoration" in your Yellow Pages. If you decide to clean up on your own, follow the guidance below.

Use Protection

Wear goggles, gloves, and breathing protection while working in the area. For large consolidated areas of mold growth, you should wear an Occupational Safety and Health Administration (OSHA) approved particle mask.

Seal the Area

Seal off area from the rest of your home. Cover heat registers or ventilation ducts/grills. Open a window before you start to clean up.

Remove Items

Remove all your furnishings to a mold-free area. Clean the surrounding moldy area then follow cleaning directions below for the items you removed and the new space.

Bag Moldy Trash

Bag all moldy materials and tie off the top of the bag. Bring them outdoors and place in your garbage container right away.

Scrub Surfaces

Scrub hard surfaces:

- · First wash with a mild detergent solution, such as laundry detergent and warm water. Allow to dry.
- (Optional step) Then wipe with a solution of 1/4 cup bleach to one gallon of water. Wait 20 minutes and repeat. Wait another 20 minutes.
- Last apply a borate-based detergent solution and don't rinse. This will help prevent mold from growing again. A borate-based laundry or dish washer detergent has "borate" listed on the ingredients label.

Clean and Wash

Give the entire area a good cleaning, vacuum floors, and wash any exposed bedding or clothing.

Monitor

Check regularly to make sure mold has not returned to the clean-up area.



What cleans up moldy furniture?

How to clean you moldy furniture depends on how it reacts to water. See chart below:

Reaction to Water	Items	Recommendations
Doesn't absorb water and is washable.	Wood, metal, plastic, glass, and ceramics objects.	Wipe with a solution of lukewarm water and laundry detergent.
Absorbs water and is washable.	Clothes and bedding.	Wash in laundry.
Absorbs water but not washable.	Beds, sofas and other furniture.	These items may have to be discarded. Or, try to save by vacuuming well and allowing to air out. If there is no odor it may be okay. Mold can come back, so watch for any mold growth or mold related health problems. Discard the item if you suspect mold is growing inside or outside the item.

Should I paint over mold?

No. Don't paint or caulk over mold. The mold will grow under the paint and the paint will peel.

Must landlords tell tenants about mold?

Yes! In 2005, the Washington State legislature approved Senate Bill 5049 which requires landlords to notify their tenants about mold. See our resources landlords can use to comply with this mold notification requirement at www.doh.wa.gov/ehp/ts/iaq/renter.htm.

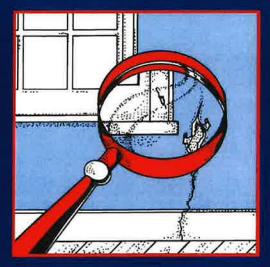
Who are my local contacts for more information about mold?

In Washington, you can contact your county health department (<u>www.doh.wa.gov/L.HJMap/L.HJMap.htm</u>) for more information about mold. If you live outside of Washington State, try contacting your county or state health department (<u>www.doh.wa.gov/Links/links2.htm#State</u>).

Need more mold information?

- CDC has frequently asked questions, identifying mold problems and cleanup, and workplace resources at www.cdc.gov/mold.
- EPA offers resources for homeowners, schools, and building managers at www.epa.gov/mold.
- Northwest Clean Air Agency "Mold in Your Home" videos are available in English and Spanish at www.nwcleanair.org/aqPrograms/indoorAir.htm.





Protect Your Family From Lead In Your Home







United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

rederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- **FACT:** Lead exposure can harm young children and babies even before they are born.
- **FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- **FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

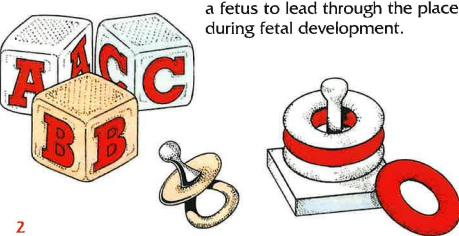
- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

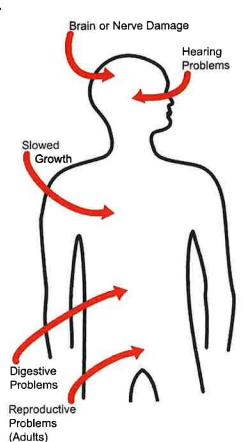
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has leadbased paint. Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead. To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot (µg/ft²) and higher for floors, including carpeted floors.
- \spadesuit 250 μ g/ft² and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas of bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

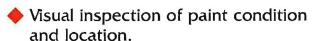
Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A paint inspection tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.



- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call 1-800-424-LEAD (5323) for a list of contacts in your area.

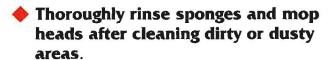
Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.



What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.



- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.







Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot (µg/ft²) for floors, including carpeted floors;
- \spadesuit 250 μ g/ft² for interior windows sills; and
- \spadesuit 400 μ g/ft² for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- ◆ Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.





- ◆ Drinking water. Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ The job. If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted toys and furniture.
- Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.
- Lead smelters or other industries that release lead into the air.
- Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.
- Folk remedies that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call 1-800-424-LEAD (424-5323) to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hotline

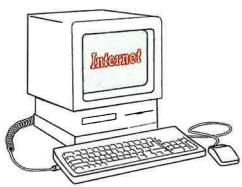
Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772, or visit CPSC's Web site at: www.cpsc.gov.



Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at 1-800-424-LEAD.



For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact U.S. EPA Region 1 Suite 1100 (CPT) One Congress Street Boston, MA 02114-2023 1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact U.S. EPA Region 2 2890 Woodbridge Avenue Building 209, Mail Stop 225 Edison, NJ 08837-3679 (732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact U.S. EPA Region 3 (3WC33) 1650 Arch Street Philadelphia, PA 19103 (215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact U.S. EPA Region 4 61 Forsyth Street, SW Atlanta, GA 30303 (404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact U.S. EPA Region 5 (DT-8J) 77 West Jackson Boulevard Chicago, IL 60604-3666 (312) 886-6003 **Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact U.S. EPA Region 6 1445 Ross Avenue, 12th Floor Dallas, TX 75202-2733 (214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact U.S. EPA Region 7 (ARTD-RALI) 901 N. 5th Street Kansas City, KS 66101 (913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact U.S. EPA Region 8 999 18th Street, Suite 500 Denver, CO 80202-2466 (303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact U.S. Region 9 75 Hawthorne Street San Francisco, CA 94105 (415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact U.S. EPA Region 10 Toxics Section WCM-128 1200 Sixth Avenue Seattle, WA 98101-1128 (206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission 201 Varick Street, Room 903 New York, NY 10014 (212) 620-4120

Central Regional Center

Consumer Product Safety Commission 230 South Dearborn Street, Room 2944 Chicago, IL 60604 (312) 353-8260

Western Regional Center

Consumer Product Safety Commission 1301 Clay Street, Suite 610-N Oakland, CA 94612 (510) 637-4050

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control 451 Seventh Street, SW, P-3206 Washington, DC 20410 (202) 755-1785

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U.S. EPA Washington DC 20460

U.S. CPSC Washington DC 20207 U.S. HUD Washington DC 20410 EPA747-K-99-001 June 2003

WHATCOM COUNTY Parks & Recreation 3373 Mount Baker Highway Bellingham, WA 98226-7500



Michael G. McFarlane, Director Christ Thomsen, Parks Operations Manager

MEMORANDUM

TO:

Satpal Sidhu, County Executive

FROM:

Christ Thomsen, Interim Director

DATE:

July 18, 2022

RE:

677 North Lake Samish Road, Residential Rental Lease

Enclosed find two copies of a residential rental lease for the rental house at 677 North Lake Samish Road.

Background & Purpose

The residential rental property is located within Samish Park. The enclosed is a one-year lease agreement for a rate of \$1,709 per month that changes to a month to month basis after the initial one-year period.

Funding Amount & Source

This lease agreement provides budgeted revenue to the general fund in the amount of \$1709/month.

Differences from Previous Contract

The current lease agreement increases the monthly rental amount from the previous tenancy to match current market values.

Should you have any questions or need additional information, please contact me at 5865.

Thank you.