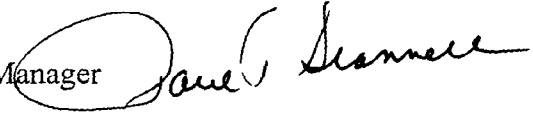


COUNTY OF SAN MATEO**County Manager's Office**

DATE: February 8, 2001
Agenda Date: February 27, 2001

TO: Honorable Board of Supervisors
FROM: Paul T. Scannell, Assistant County Manager 
SUBJECT: Third Amendment to Lease Agreement with Peninsula Humane Society for Lease of Land in San Mateo (Lease No 5024)

Recommendation

Adopt a Resolution authorizing the President of the Board of Supervisors to execute a Third Amendment to Lease Agreement with Peninsula Humane Society to establish allowable uses of the property at 12 Airport Boulevard, San Mateo

Background

The County entered into a Lease Agreement with the Peninsula Humane Society (PHS") in 1971 for land on Airport Boulevard in San Mateo PHS operates shelter and animal control services for the County from their facilities at this location The lease expires in 2050.

The Lease Agreement does not specify the allowable uses of the property other than operation of 'pound' services.

Discussion

The Third Amendment to Lease Agreement presented for your approval establishes the uses allowed under the Lease Agreement and will make these uses consistent with the uses specified in the contract for animal control and shelter services between the County and PHS These uses include field services, treatment services shelter/administration services.

The County Counsel's Office has reviewed and approved the Third Amendment.

Honorable Board of Supervisors
February 8, 2001
Page Two

Fiscal Impact

There is no payment from PHS or due PHS from the County for this Third Amendment of Lease Agreement

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cc/enc D Penny Bennett, Deputy County Counsel
cc Marcia Rames, Director, Environmental Services Agency
 Mary Burns, Director, Parks and Recreation
 Donna Spillane, Program Manager, Animal Control Services
 Lynda Green, Manager, Real Property Services

RESOLUTION NO _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF A THIRD AMENDMENT TO LEASE
AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
PENINSULA HUMANE SOCIETY FOR LEASE OF LAND AT
12 AIRPORT BOULEVARD, SAN MATEO, CALIFORNIA
(LEASE NO 5024)

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of
California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration
and acceptance a Third Amendment to Lease Agreement, reference to which is hereby made for
further particulars, whereby the County of San Mateo and Peninsula Humane Society agree to
the terms and conditions contained in said Third Amendment to Lease Agreement to establish
allowable uses of the leased premises at 12 Airport Boulevard, San Mateo, California; and

WHEREAS, this Board has been presented with a form of said Third Amendment and
said Board has examined and approved same as to both form and content and desires to enter into
same

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED

1 That the President of this Board of Supervisors be, and is hereby, authorized and
directed to execute said Third Amendment to Lease Agreement for and on behalf of the County
of San Mateo, and the Clerk of this Board shall attest to the signature thereto

2. That the Assistant County Manager is hereby authorized to accept or execute on behalf
of the County, any and all notices and documents in connection with this Third Amendment

* * * * *

**THIRD AMENDMENT TO LEASE AGREEMENT
PENINSULA HUMANE SOCIETY
LEASE NO. 5024**

This Third Amendment to Lease Agreement, dated for reference purposes only this ____ of _____, 2001, between the County of San Mateo, a political subdivision of the State of California (County) and the Peninsula Humane Society a California corporation (PHS) who mutually agree as follows

WHEREAS, County and PHS entered into a written Lease Agreement dated October 12, 1971 (the Lease) in which County leased to PHS, and PHS leased from County, certain premises located in the City of San Mateo containing approximately 8 766 acres, more or less, to carry out its animal control services for the County

WHEREAS, the Lease Agreement was amended by an Addendum to Lease Agreement dated August 17, 1976, to provide for modification of the area of the leased premises, grading of a portion of the premises by County and landscaping by County on its adjoining property to screen the PHS facilities

WHEREAS, the Lease Agreement was amended by the Second Amendment to Lease Agreement, signed by County on March 30, 1993 to provide that the type of signs allowed on the property be modified, the lease termination notice requirement be increased to three years and the consent of the parties required under the Lease Agreement shall not be unreasonably delayed or withheld

WHEREAS, the Lease Agreement does not set out allowable or permitted uses other than to establish that the facilities are to be used to carry out pound services for the County and all of its incorporated cities Section 3, IMPROVEMENTS, establishes that the improvements are to be used for an animal shelter and all services in connection therewith Section 18, TERMINATION discusses providing humane services and pound services Other than these three instances the allowable uses are not specified

NOW THEREFORE, IN CONSIDERATION OF THE SERVICES PROVIDED BY PHS, THE PARTIES AGREE AS FOLLOWS.

1 The following Section 21 shall be added to the Lease Agreement

Section 21 Allowable Uses

(a) The Premises shall be used by PHS to provide all the services required in the County/ Peninsula Humane Society Agreement for Animal Control and Shelter Facilities This agreement identifies three areas of services to be provided

- 1 Field services
- 11 Treatment services
- 111 Shelter/administration services

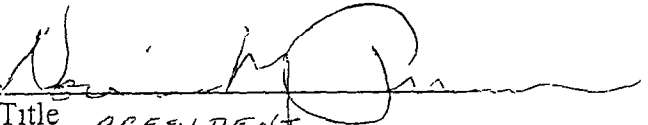
(b) Other allowable uses shall include

- 1 Any humane related services provided in connection with the prevention of cruelty to animals within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provisions of any subsequent United States Internal Revenue Law, and,
- 11 Exercising all of the powers and duties delegated to a society for the prevention of cruelty to animals under the laws of the State of California
- 3 Effectiveness of Lease and Amendments Except as set forth in this amendment, all other provisions of the lease, and previous amendments shall remain unchanged and in full force and effect

'PHS

PENINSULA HUMANE SOCIETY, A
CALIFORNIA CORPORATION

2 / 01
Date

By: 
Title PRESIDENT

County

Date

By _____
President, Board of Supervisors
COUNTY OF SAN MATEO

Resolution No _____

ATTEST

Clerk of said Board