

**AMENDMENT NUMBER TWO BETWEEN  
CITY OF COSTA MESA  
AND  
JIM JORDAN**

THIS AMENDMENT NUMBER TWO ("Amendment") is made and entered into this 14th day of February, 2014, by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Costa Mesa resident, JIM JORDAN ("Mr. Jordan").

**WITNESSETH:**

WHEREAS, on December 15, 2011, the City and Mr. Jordan entered into an agreement ("Agreement") to bring Mr. Jordan's annual "Christmas Snoopy Display" ("Display"), which has become a popular local holiday tradition, to City Hall for the enjoyment of the community; and

WHEREAS, Jim Jordan and City amended the Agreement on January 3rd, 2012, to set forth terms for storage arrangements; and

WHEREAS, Jim Jordan and the City now desire to amend the Agreement to clarify a new storage area and add provisions regarding storage arrangements for the Display.

NOW, THEREFORE, the parties agree as follows:

1. The City will allow Mr. Jordan to store the Display and all physical parts associated with the Display (together, the "Display Parts") at the City of Costa Mesa Fire Station Number 2, located at 800 Baker Street ("Storage Area"). The City will assume no liability for damage to or theft of the Display Parts while being stored in the Storage Area. The Display Parts will be allowed to be stored in the Storage Area until January 3, 2018, at which time both parties may discuss and agree upon future storage accommodations. Mr. Jordan will not use the Storage Area for storage of anything other than the Display Parts.
2. Mr. Jordan will be allowed access to the Storage Area Monday through Sunday between the hours of 9:00 am and 5:00 pm, unless such access interferes with the activities of the Fire Station as determined by the on-duty battalion chief. Mr. Jordan will contact the on-duty battalion chief at (714) 754-5204 a minimum of 24 hours in advance of any intended access to coordinate such access.
3. Any individuals assisting Mr. Jordan with the Display Parts in the Storage Area will park on the rear street and not in the fire station lot. Exceptions will be made for loading and unloading of material as directed by the on-duty battalion chief. No individual will assist Mr. Jordan with the Display Parts in the Storage Area until that individual has signed the appropriate waiver provided by the City.


4. No Fire Station Number 2 personnel, facilities, or tools/equipment are to be solicited for assistance, made available, or used by Mr. Jordan or individuals assisting Mr. Jordan at any time.
5. The Display Parts shall be stored in the storage shed located in the Storage Area at all times and any work on the Display shall be conducted within the Storage Area.
6. The parties contemplate future discussions regarding the transfer of ownership of the Display Parts from Mr. Jordan to the City. Mr. Jordan will retain ownership of the Display Parts unless otherwise agreed upon in writing between the parties.
7. Mr. Jordan will provide the City with any lock combination and/or keys securing the Storage Area or the Display Parts. City access will be limited to general maintenance of leaves to ensure safe drainage of storm water and/or access in case of emergency.
8. Mr. Jordan will be responsible for complying with National Pollutant Discharge Elimination System (NPDES) requirements. If a paint or hazardous material spill does occur, he will immediately inform the on-duty battalion chief.
9. Mr. Jordan shall comply with any laws, regulations or building codes affecting the storage, use and disposal of hazardous or flammable materials. All materials used for the maintenance/repair of the Display shall be stored in a legal manner inside the storage shed on the Storage Area. No outdoor storage is permitted.
10. The storage shed in the Storage Area shall be clearly placarded with appropriate warnings or other signage as required by the Fire Department and contain a functional fire extinguisher of the type most appropriate for the stored contents. The area shall be inspected and certified annually.
11. Noise generated by the maintenance, construction or repair of the displays shall be minimized to the greatest extent possible to reduce the impact on residential neighbors.
12. Any Display Parts being worked on shall be covered with tarps at all times when work is not actively in progress. Tarps shall be secured to prevent wind damage or loss.
13. Mr. Jordan shall provide an emergency contact phone number to the City. This number is currently 714.335.1067 and Mr. Jordan will update the City immediately if the emergency contact phone number is changed.
14. Except as provided in this Amendment, all terms of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed as of the date first above written.

CITY OF COSTA MESA,  
A municipal corporation



\_\_\_\_\_  
CEO, City of Costa Mesa



\_\_\_\_\_  
Jim Jordan, Costa Mesa Resident