

BLUE FOLDER ITEM

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CITY COUNCIL MEETING APRIL 15, 2025

H.13. APPROVE THE SIXTH AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR SPECIAL EVENT SERVICES AND REVOCABLE LICENSE WITH SANFORD VENTURES, INC. FOR THE USE OF REAL PROPERTY FOR THE BEACHLIFE FESTIVAL AMENDING THE FACILITY USE FEE, OPERATING HOURS, AND REIMBURSEMENT OF MUNICIPAL EXPENSES ASSOCIATED WITH THE FESTIVAL FOR TWO EVENTS TO OCCUR DURING THE TERM APRIL 16, 2025 THROUGH DECEMBER 31, 2025

**CONTACT: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT
DIRECTOR**

- **Proposed Sixth Amendment to the Amended and Restated Agreement**

**SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR
SPECIAL EVENT SERVICES AND REVOCABLE LICENSE FOR THE USE OF REAL
PROPERTY**

This Sixth Amendment to Amended and Restated Agreement for Special Event Services and Revocable License for the Use of Real Property (“Sixth Amendment”) between the City of Redondo Beach, a Municipal Corporation (“City”) and Sanford Ventures Inc, a California corporation (“Producer”), collectives referred to as (“Parties”).

RECITALS

- A. City believes it is in the best interest of the community to foster public-private partnerships to provide for entertainment events at the Waterfront and the Seaside Lagoon.
- B. Producer desires to plan, coordinate, install, manage and supervise music centered multi-day special events (“Festival”) in accordance with the terms and conditions agreed upon by the Parties.
- C. Producer also intends to partner with Beachlife LLC and other legal entities for the purpose of financing, creating and managing the Festival. These partnerships shall not supersede the duties and responsibilities of Producer as per this agreement.
- D. City and Producer desire to cooperate in the creation and promotion of a live series of “signature lifestyle music festivals”.
- E. City desires to grant to Producer a revocable license for the nonexclusive use of the specified real property for the Festivals.
- F. On December 19, 2017, the parties entered into an agreement entitled, “Agreement for the Special Event Services and Revocable License for the Use of Real Property” (herein after referred to as the “Initial Agreement”).
- G. On September 4, 2018, the parties entered into an agreement entitled “Amended and Restated Agreement for Special Event Services and Revocable License for the use of Real Property” (herein after referred to as the “Amended Agreement”). The Amended Agreement terminated the Initial Agreement and the Amended Agreement became the controlling agreement between the Parties.
- H. On September 7, 2021, the parties entered into an agreement entitled “First Amendment to Amended and Restated Agreement for Special Event Services and Revocable License for the use of Real Property” (herein after referred to as the “First Amendment”). The First Amendment terminated February 2, 2022.

- I. On April 19, 2022, the parties entered into an agreement entitled “Second Amendment to Amended and Restated Agreement for Special Event Services and Revocable License for the use of Real Property” (herein after referred to as the “Second Amendment”). The Second Amendment terminated July 31, 2022.
- J. On September 6, 2022, the parties entered into an agreement entitled “Third Amendment to Amended and Restated Agreement for Special Event Services and Revocable License for the use of Real Property” (herein after referred to as the “Third Amendment”). The Third Amendment terminated December 31, 2022.
- K. On April 11, 2023, the parties entered into an agreement entitled “Fourth Amendment to Amended and Restated Agreement for Special Event Services and Revocable License for the use of Real Property” (herein after referred to as the “Fourth Amendment”). The Fourth Amendment terminated December 31, 2023.
- L. On April 9, 2024, the parties entered into an agreement entitled “Fifth Amendment to the Amended and Restated Agreement for Special Event Services and Revocable License for the use of Real Property” (herein after referred to as the “Fifth Amendment”). The Fifth Amendment terminated July 31, 2024.
- M. The Parties now desire to amend the Amended Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein and the mutual covenants and agreements herein contained, the parties hereto agree to the following amendments:

Section 1. Effective Term of this Sixth Amendment: The Effective Term of this Sixth Amendment shall facilitate two Festivals. The May Festival (“First Festival”) shall be for one weekend in May 2025 for up to three days in duration. Festival premises for the First Festival shall include use of the Seaside Lagoon facility, northern half of the marina surface parking lot, the old Joe’s Crab Shack site, and the parking structure accessed off of Torrance Boulevard (up to 200 stalls for employee parking), as depicted in Exhibit A.

Producer shall have two options regarding the October Festival (“Second Festival”). The first option will be to hold the Second Festival for one weekend in October 2025 for up to three days within the same Festival premises utilized by the First Festival and outlined in Exhibit A; and the second option will be to hold the Second Festival for three consecutive weekends in October 2025 for up to three days each weekend but within a smaller premises footprint. If Producer chooses the second option, the Second Festival shall not utilize the surface parking lot in the footprint of the event.

Producer shall provide three months written notice to the City electing which option Producer selects for the Second Festival. Producer shall have the option to cancel the Second Festival provided Producer provides three months written notice to the City of the cancellation. In the event Producer provides three months prior written notice to the City of the cancellation of the Second Festival, Producer's obligation to pay the City a Facility Use Fee of \$80,000 under section 3(d) shall not apply. Producer's obligation to pay the City a Facility Use Fee of \$80,000 under section 3(d) for the Second Festival shall apply if three months prior written notice to the City is not provided.

The Effective Term shall commence on April 15, 2025 and terminate on December 31, 2025 ("Effective Term"). Thereafter, this Sixth Amendment shall be null and void. Producer's obligation to pay the City under section 4(g)(v) shall survive the termination of this Sixth Amendment.

Section 2: Section 3(d) Obligations of Producer.

(d) For the producer's use of the Premises the City shall receive a Facility Use Fee of \$100,000 for the First Festival and \$80,000 for the Second Festival. The Facility Use Fee is separate from and in addition to the reimbursement expenses described in Section 4. Producer shall remit the Facility Use Fee to the City within sixty days (60) upon receiving invoice for payment from the City. Producer recognizes that the City is actively working to replace the Portofino Pump Station within a small area of the marina parking lot, as depicted in Exhibit "A". In an effort to accommodate the Festival, City will ensure that no construction work for the pump station project will occur during the event, load-in, or load-out. City will secure the small construction site and clear any associated material stockpile area within the parking lot for Festival use.

Section 3: Section 3(h) Days and Hours of Festival Operation. The specific days and hours of operation for each Festival shall be coordinated with the City Manager and/or his designee (Waterfront & Economic Development Director). Notwithstanding the foregoing, the Festival shall be in operation no earlier to the public than 11:00 a.m., and ceasing all amplified sound no later than 10:30 p.m. on Friday and Saturday and 9:00 p.m. on Sunday. Producer shall retain the option to purchase Premium Minutes to extend the amplified sound at a rate of \$2,500 every 5 minutes (up to 15 minutes) and \$15,000 every five minutes after 15 minutes. Premium minutes shall be capped at 30 minutes for each night of the Festival. Therefore, in no circumstance shall amplified music extend beyond 11:00 p.m. on Friday and Saturday and 9:30 p.m. on Sunday. The purchase of Premium Minutes shall be paid to the City at the same time the Facility Use Fees and the Reimbursement amounts in Section 4 are paid. Building and production loading for each Festival will require up to fourteen (14) calendar days prior to Festival operations; production load-out will require seven calendar days, subject to City approval, coordination and scheduling. Producer shall retain the option for up to seven (7) additional load-in calendar days for an additional \$1,000 per additional calendar day paid to the City.

Section 4: Section 4(g)(v) is replaced in its entirety as follows:

(v) The City shall provide Police and Fire Department support and additional municipal services as needed to the Festival based upon mutually agreeable parking, security, access, Festival buildings and structures and emergency response plans. The Producer shall reimburse the City for any municipal services provided up to a maximum of eighty-five thousand (\$85,000) dollars per Festival. The City shall provide an invoice and detailed report of dedicated municipal services provided for each Festival, and Producer shall remit the municipal services reimbursement amount to the City no later than sixty days (60) after receiving City invoice & report. Any municipal services provided by City in excess of the aforementioned reimbursements per Festival will not be entitled to reimbursement from Producer. City and Producer shall negotiate in good faith, and in advance of each Festival, to determine the necessary level of municipal services required for future Festivals and the commensurate reimbursement to City for said municipal support.

Section 5: Effect of Amendment.

Except to the extent the Amended Agreement is amended and modified by this Sixth Amendment for the Effective Term, the remaining terms and conditions of the Amended Agreement shall remain unmodified and in full force and effect. In the event of conflict between the terms and conditions of this Sixth Amendment and the terms and conditions of the Amended Agreement, the terms and conditions of this Sixth Amendment shall prevail and control during the Effective Term with the exception of Producer's obligation to pay City pursuant to section 4(g)(v), which survives. Thereafter, the terms and conditions of the Amended Agreement shall remain unmodified and in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California as of this 15th day of April, 2025.

CITY OF REDONDO BEACH

SANFORD VENTURES, LLC

James A. Light
Mayor

Allen Sanford
Manager

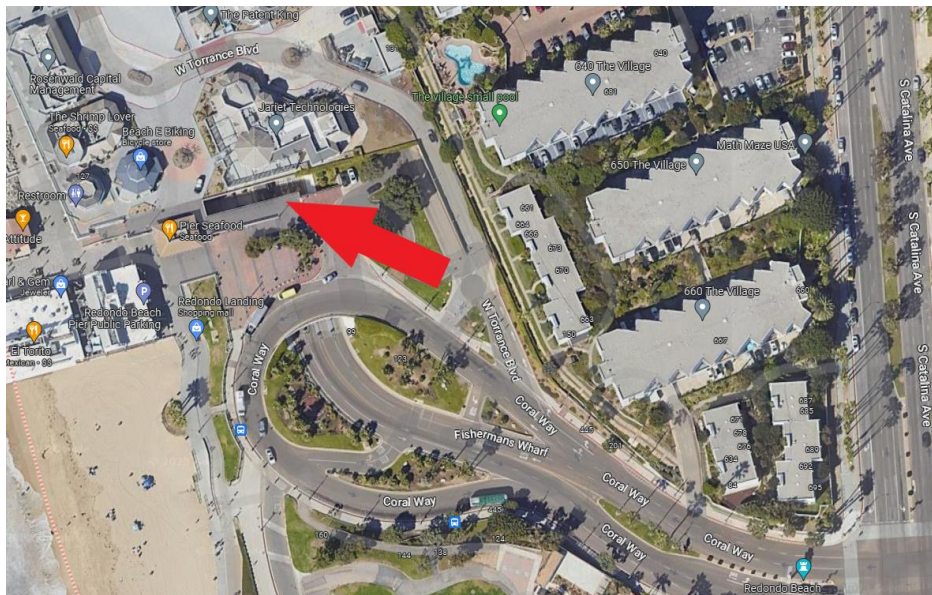
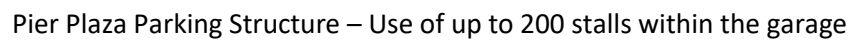
Approved as to Form:

Joy A. Ford
City Attorney

ATTEST:

Eleanor Manzano
City Clerk, CMC

Joe's Crab Shack site, Seaside Lagoon facility, and northern half of the marina surface parking lot



Portofino Pump Station Replacement Project - All areas of the parking lot will be free of any machinery or debris, and fencing, except for the concrete structure that has been built.

