



Administrative Report

H.13., File # 25-0502

Meeting Date: 4/15/2025

To: MAYOR AND CITY COUNCIL

From: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

TITLE

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

EXECUTIVE SUMMARY

The proposed sixth amendment to the Amended BeachLife License Agreement with Sanford Ventures, Inc. (Producer) includes seven primary changes that would apply to the May 2-4, 2025 Festival as well as the October 2025 Festival. Final drafting of the amended terms is expected to continue through the afternoon of April 15. The contract amendment will be provided at the City Council meeting.

BACKGROUND

On December 19, 2017, the Redondo Beach City Council approved an Agreement for the Special Event Services and Revocable License for the Use of Real Property at the waterfront for the production of the BeachLife (Music) Festival. On September 4, 2018, the City Council approved the Amended and Restated Agreement for Special Event Services and Revocable License for the Use of Real Property (Amended Agreement) to generally amend the term of the Agreement and to allow for bi-annual festivals (twice per year). The Amended Agreement serves as the overall binding ten-year agreement between the City and the Producer.

Since 2021, the City has entered into five temporary amendments with the Producer to account for increased public safety costs and to accommodate other modifications to the event. The proposed Sixth Amendment to the Amended and Restated Agreement for Special Event Services and Revocable License for Use of the Real Property (Sixth Amendment) includes seven primary changes that would apply to the May 2-4, 2025 Festival and the October 2025 Festival. The proposed changes are generally as follows:

1. Setting the ending time for amplified sound from 9:00 P.M. on Friday and Saturday to 10:30 P.M. and from 8:00 P.M. on Sunday to 9:00 P.M.
2. Increasing the Facility Use Fee from \$27,795 per Festival to \$180,000 for the two festivals in

2025

3. Increasing the reimbursement cap to the City for municipal services and safety costs to \$85,000 per Festival
4. Providing the Producer the option to purchase up to seven additional load-in (set up) days for an additional \$1,000 per day
5. Providing the Producer the option to purchase Premium Minutes to extend the amplified sound at a rate of \$2,500 for every 5 minutes (up to 15 minutes) and \$15,000 for every five minutes after the first 15 minutes. Premium minutes are 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 or 9:30 p.m. on Sunday
6. Defining the Festival premises to include the Seaside Lagoon Facility, the northern half of the marina surface parking lot, the old Joe's Crab Shack site, and use of up to 200 parking stalls within the parking structure accessed off of Torrance Boulevard for employee parking
7. Providing the Producer the option for the second Festival in October to occur either over one weekend, utilizing all of the premises as defined above, or through a series of smaller events, over three consecutive weekends, but limited to the Seaside Lagoon facility only

If approved, the term of the Sixth Amendment would run from April 15, 2025 to December 31, 2025. All other provisions of the Agreement would remain unchanged and in full force and effect.

COORDINATION

The Waterfront and Economic Development Department collaborated with the City Manager's Office on this report. The City Attorney's Office prepared the draft amendment.

FISCAL IMPACT

The proposed Sixth Amendment requires payment to the City of a Facility Use Fee of \$180,000 for both Festivals. The Producer also has the option to purchase premium amplified sound minutes and up to seven additional load-in days which, if utilized, would result in up to an additional \$59,500 per festival. The above revenue from the event is split between the Harbor Uplands Fund and the Harbor Tidelands Fund. The \$85,000 reimbursement for related City public safety, public works, and inspection costs would accrue to the City's General Fund.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Existing Underlying Agreement - Special Event Services and Revocable License for the Use of Real Property, September 4, 2018