

## EXHIBIT C

### The Bay Park Implementation Agreement

This Implementation Agreement ("IA") is an exhibit to the Second Amendment to the Partnership Agreement between the City of Sarasota, a political subdivision of the State of Florida ("City") and The Bay Park Conservancy, Inc. ("BPC") dated the 21<sup>st</sup> day of July, 2022.

**WHEREAS**, City is a municipal corporation of the State of Florida; and

**WHEREAS**, City is the owner of a parcel of real property approximately fifty three (53) acres in size which is bounded on the west by the waters of Sarasota Bay, on the east by N. Tamiami Trail (U.S. 41), on the south by Boulevard of the Arts and on the north by properties owned by Florida Power & Light Co. and International Barter Exchange, and includes the 15,441 SF parcel having a street address of 1000 Boulevard of the Arts added as a part of the Second Amendment to the Partnership Agreement on October 21, 2019 ("Site"); and,

**WHEREAS**, the City agreed to the formation of a planning committee, the Sarasota Bayfront Planning Organization ("SBPO") in July 2016 to recommend a Master Plan for development of the site; and,

**WHEREAS**, the City approved the Master Plan ("Approved Master Plan") on September 6, 2018; and,

**WHEREAS**, the SBPO subsequently became the BPC; and,

**WHEREAS**, the City Commission approved a Partnership Agreement ("PA") between the City and the BPC on April 24, 2019; and,

**WHEREAS**, the City Commission approved a Site Plan for the first 10-acre phase of the Site on March 8, 2021; and,

**WHEREAS**, the City Commission approved the "Second Amendment to Partnership Agreement between the City of Sarasota and the Bay Park Conservancy" on November 15, 2021 and said Second Amendment was executed by both parties and dated January 3, 2022; and is hereafter referred to as the "November 15, 2021 Partnership Agreement"; and,

**WHEREAS**, as part of the Approved Master Plan and the Partnership Agreement, it was contemplated that there would be an agreement relating to implementation of activities and programming for the park as it is developed;

**WHEREAS**, this Implementation Agreement is the above referenced agreement relating to implementation of activities and programming and this Implementation Agreement also relates to the park management and maintenance responsibilities of the BPC; and,

**WHEREAS**, this Implementation Agreement, executed on behalf of the City by the City Manager, is intended to supercede and replace the original Implementation Agreement appended as Exhibit C to the November 15, 2021 Partnership Agreement; and,

**WHEREAS**, the City Manager is authorized to execute this Implementation Agreement on behalf of the City pursuant to section 2-5(3)p of the City Code.

**NOW THEREFORE**, in consideration of the foregoing and of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

2. Purpose of Agreement. The primary purpose of this IA is to provide for the governance and joint management of the completed Bay Park by the City and its exclusive agent, The Bay Park Conservancy (BPC) as indicated in the PA. The BPC shall function as the City's agent within The Bay Park for management, operations and maintenance purposes. This IA applies to the first phase on the Site, as well as all subsequent phases on the site, including the entire 53-acre park. This IA is intended to be an integral part of the ongoing PA.

3. Scope. This IA addresses the management, operations and maintenance subjects identified and addressed in the original Partnership Agreement signed on April 24, 2019 by Mayor Liz Alpert and BPC Board Chair Cathy Layton.

4. Guiding Principles. The IA affirms and enables the six guiding principles agreed to by the City, BPC and stakeholders in The Bay Park as included in the PA. The guiding principles enable:

- a. The conservation of city land for a public park;
- b. Environmental restoration, enhancement, and sustainability of land and water;
- c. Open, free and welcoming access;



- d. 360-degree connectivity;
- e. An enlivened, activated and programmed public destination; and
- f. A financially and operationally sustainable park conservancy and public park.

5. Initial management and operations. Attachment 1 shows the park area the BPC will be responsible for managing and operating beginning in October 2022. For clarity, this area includes Phase 1 as approved in the Implementation Agreement as well as those areas already improved by BPC as of the time this Agreement is entered into. The Site Plan for the current development of Phase 1 was approved by the City Commission on March 8, 2021. The natural shoreline was completed by the City in the fall of 2019. The Fountain Garden was completed by the BPC in January 2020. The Blue Pagoda walkway and Municipal Auditorium lawn were completed by the BPC in the Summer of 2021. The North Tamiami Trail landscaping and the Boulevard of the Arts entry walkway by the Fountain Garden and Sarasota Garden Club will be completed by Summer 2022. Further additions to The Bay Park may be added at the discretion of the City or the BPC working in partnership to create an enjoyable experience for all park visitors.

6. Policies, Procedures and Regulations. This IA establishes that the City and its management agent BPC will, at all times, in The Bay Park, comply with all City ordinances, City Parks and Recreation policies and regulations, and City Special Events policies and procedures as they relate to the management and operations of a public park in the City of Sarasota. For example, the following sections from the Sarasota Code of Ordinances: 1) Chapter 22 Parks and Recreation governing Public Parks, 2) Chapters 22.2 and 29.6 governing Special Event permits, and 3) Chapter 20 governing Sound regulations, shall be complied with in the management and operations of The Bay Park. The IA includes the necessary operational policies to enable compliant and effective BPC management of The Bay Park. Neither the City, nor the BPC, nor The Bay Park user community shall be required to comply with any ordinances, policies or procedures that do not apply to other public parks in the City.

7. Streamlined Process. The IA references City and City Parks and Recreation ordinances, policies, and procedures, but does not excerpt or repeat their provisions so that the IA is a manageable guide to The Bay Park operations that does not require an amendment or change every time a City ordinance, policy or procedure changes. The City has clear and well-established procedures and processes for interested citizens to recommend changes in City ordinances or policies. For example, the City's Noise Ordinance or the City's Special Events policies are addressed by the City outside of this IA.

8. Specific Practices. Clean, safe and well-maintained areas are best practices for well-managed and operated public parks.

9. Operations and Maintenance. As the owner of the park and all of the capital improvements and development, the City will provide The Bay Park the same frequency and level, quality and service of capital improvements and repairs, operations and maintenance of essential infrastructure as the City provides to comparable parks in its parks and recreation division, e.g., Bayfront Park.

As a long-term partner and management agent of the City, BPC will provide an enhanced level of capital improvements and repairs, operations and maintenance at The Bay Park over and above what's provided in other city parks. Specific examples include:

- a. BPC will design, develop, manage and operate enhanced interior roadways that connect to city streets and state highways to optimize the safe movement of visitors throughout the park. Park roadways will be wide enough to accommodate the different kinds of traffic flow in the park. Speed limits will be reduced to 15 mph. Wherever possible, bicycle and micro-mobility lanes will be provided. Ample pedestrian crosswalks will be provided with flashing lights and/or clear road markings and signage.
  - b. BPC will design, develop, manage and operate enhanced walkways and multi-use trails within the park. These will be as wide or wider than city park standards. They will be constructed of enhanced materials. They will be promptly repaired and well-maintained by the BPC.
  - c. BPC will provide an enhanced experience and MURT for bicyclists and micro-mobility by connecting the MURTs in the park with the Legacy and other major trails. BPC will provide a rest stop or station on the bike trail on North Tamiami Trail.
  - d. BPC will provide enhanced, safe and well-maintained infrastructure and services for boaters of all kinds... and safely separate the docks for power boats from the launch area for paddlers from the designated areas for fishing.
  - e. BPC will provide enhanced boardwalks, day docks and boat launches, all appropriately approved by the Army Corps of Engineers (ACOE) and/or other relevant government agencies.
  - f. BPC will provide ample recycling and solid waste trash receptacles, and frequent pick-up and service to enable a clean, safe well-maintained park experience.
  - g. BPC will provide enhanced lighting and security for park guest safety and well-being.
  - h. In close partnership, the City, Parks and Recreation and BPC will coordinate all building and grounds, roadways and walkway maintenance. To enable timely maintenance and repair, the partners will jointly conduct periodic co-inspections of The Bay Park. All maintenance and repairs performed by the BPC shall be accomplished to the satisfaction of the City's Director of Parks and Recreation.
- Hours of Operation: 5am-11pm. This is consistent with the City's recent approval of operating hours for all City parks.



*Note: Centennial Park hours are extended from 11pm to 5am for active boating and fishing uses.*

- Access and Connectivity: 360-degrees via walking, automobile, bicycle, boat, public transportation, ride share, et al. The main entrance to The Bay Park is at 10th street. Walking and biking access routes, parking lots, ride share drop-offs, etc. were all included in the March 2021 approved Phase 1 Site Plan and are available on The Bay Park website and social media and will be appropriately signed in the park.

*Note: Hours of operation, access and connectivity, etc. for Centennial Park and the current Public Boat Launch are addressed on the City's Parks and Recreation website.*

- Micro-mobility: The Bay Park will comply with City ordinances and regulations governing micro-mobility (e.g., bikes, e-bikes, scooters, et al) to ensure we achieve the right balance of access and safety for all park users.
- Public Restrooms: Public restrooms will be available in the Concession Pavilion in Phase 1 during appropriate park hours and in the Blue Pagoda during Visitor Center hours. The City will be responsible for daily, regular cleaning and service. The BPC will provide enhanced maintenance service for the restrooms in the Concession Pavilion and the Blue Pagoda Visitor's Center, as needed.

*Note: Public restrooms at the Centennial Park Public Boat Launch will continue to be managed by the City and open during indicated hours.*

- Trash (including Recycling) Pick Up: Trash pick up will be provided by the City throughout The Bay Park on a daily schedule. BPC will provide enhanced service as needed.
- Security: Security will be provided by the Sarasota Police Department (SPD) commensurate with coverage and patrols provided to the Bayfront Park. In consultation with SPD, BPC will be testing sophisticated audio and video security monitoring. In addition, BPC management, staff and volunteers will be in the park on a regular basis.
- Landscape Maintenance: Basic landscape maintenance will be provided Monday through Friday by the City. Enhanced maintenance will be provided by BPC. BPC will recruit and train park volunteers to provide some of these enhanced maintenance services.
- Capital and Maintenance of Essential Infrastructure (including but not limited to storm water, water and other utilities): Capital and maintenance of essential infrastructure will continue to be provided by the City, per the PA. Basic lighting will be provided by the

City, enhanced lighting by the BPC. Storm water drains and sewers will be maintained by the City, cleaning of the top of the storm water grates will be maintained by the BPC.

- Sunset Boardwalk: The Army Corps of Engineers (ACOE) will review the design and plan for the Sunset Boardwalk over the next 18-24 months. With an ACOE-approved design and permits, the Sunset Boardwalk will be constructed within 12 months of permitting or as soon as practicable, and could open in late 2023/ early 2024. The Sunset Boardwalk is intended to provide access over Sarasota Bay and connect with the natural shoreline, Mangrove Bayou walkway and other walkways in the park. The boardwalk is not a dock or a pier for combustion engine motorized boats, and no motorized boats will be allowed to tie up to the boardwalk. No dogs or other pets (excluding service animals) will be allowed on the boardwalk. No micro-mobility devices (excluding mobility chairs/scooters for disabled persons) will be allowed on the boardwalk.
- Public Boat launch and surrounding docks: All public boat launch and surrounding dock areas will comply with applicable City codes.
- Programming and Activation: BPC will primarily be responsible for the activation and programming in The Bay Park. All activation and programming will comply with the City's ordinances and policies. BPC will coordinate calendars with other organizations and venues on the site. The Bay Park ongoing activities and programs will include, but not be limited to, arts/cultural/educational, fitness/health/recreation programs and other public park activities.
- Special Events: The City shall retain responsibility for the approval and conduct of Special Events, as defined in the City's Special Events policies and procedures and provided for in the PA. In the future, as the City and BPC gain experience with Special Events in The Bay Park, the City, at its discretion, may delegate approval and management responsibility to the BPC subject in compliance with applicable City regulations. The City will process Special Event applications for the BPC as it does for other City-sponsored events. The BPC will issue and approve normal park permits and permits for events not categorized as "Special Events" for The Bay Park in accordance with City Parks and Recreation policies.

*Note: There are currently only two city-approved Special Events at The Bay Park planned for 2022.*

- State of Emergency and Emergency Management: BPC will be responsible for preparing and securing The Bay Park site in accordance with policies and procedures employed by other city parks for emergency management.



- Traffic Management: City and the State of Florida will continue to manage city streets and state highways adjacent to the park. BPC will manage roadways within The Bay Park, coordinate and manage MURTs and walkways in the park, including safety measures, speed limits, et al.

10. City Requests. At the City's request, BPC will:

a. Review and approve any/ all food and beverage provider agreement(s) for The Bay Park.

b. Review and approve the renewal of, and any changes to, City leases in The Bay Park, including the Sarasota Garden Club and the Art Center Sarasota; but excluding the Sarasota Orchestra, the Van Wezel and the new Sarasota Performing Arts Center.

*Note: The Chidsey building owned by the City is unoccupied and in need of repair. Its future viability will need to be resolved to the satisfaction of both parties.*

c. Transition of the programming for the Bayfront Community Center and two of the three adjacent lawns to the north has been completed. The City and BPC will propose separately a plan for transitioning the programming for the Municipal Auditorium. The City will continue to provide capital improvements, maintenance and repair, utilities and other necessary support for the Municipal Auditorium building.

11. Provisions of the PA. All provisions of the PA, including those Alternative Dispute Resolution and Notice, are expressly adopted within Exhibit C of the Second Amendment to the Partnership Agreement between the City of Sarasota and The Bay Park Conservancy, Inc.

**IN WITNESS WHEREOF**, the City of Sarasota and The Bay Park Conservancy, Inc. have caused this Partnership Agreement to be executed, in duplicate, by their respective duty authorized officials on the dates set forth below.

DATED this 21 day of July, 2022 by the City of Sarasota, Florida.

DATED this 19<sup>th</sup> day of July, 2022 by The Bay Park Conservancy, Inc.

**CITY OF SARASOTA, FLORIDA**

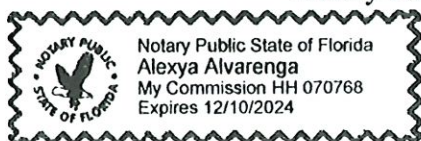
By:   
Marlon Brown, City Manager

**STATE OF FLORIDA  
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 21 day of JULY, 2022, by Marlon Brown, as City Manager of the City of Sarasota, Florida, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

By:   
Notary Public

Notary Seal:



**THE BAY PARK CONSERVANCY, INC.**

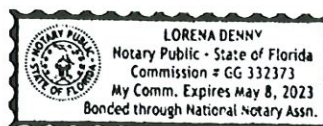
By:   
Cathy Layton, Chair, Board of Directors

**STATE OF FLORIDA  
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19<sup>th</sup> day of JULY, 2022, by Cathy Layton, as Chair, Board of Directors of The Bay Park Conservancy, Inc., a Florida not-for-profit corporation, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

By:   
Notary Public

Notary Seal:





**Bay Park**  
Planned Improvements - 2022  
MAY 6, 2022

