

**EXHIBIT G**

**MANAGEMENT AND OPERATION AGREEMENT**

**THIS MANAGEMENT AND OPERATON AGREEMENT** (this “**AGREEMENT**”), is an exhibit to the Second Amendment to the Partnership Agreement between the CITY OF SARASOTA, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as “CITY,” and THE BAY PARK CONSERVANCY, INC., a Florida not-for-profit corporation, hereinafter referred to as “BPC” made and entered into on ~~Jan-19~~ \_\_\_\_\_, 2026.

**WITNESSETH:**

WHEREAS, CITY is the fee simple 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) and on the north by properties owned by Florida Power and Light Co., and International Barter Exchange, and includes a 15,441 square foot parcel having a street address of 1055 Boulevard of the Arts (collectively, the Property”); and

WHEREAS, following a disciplined, open and transparent process, CITY approved a Master Plan (the “Master Plan”) to develop and transform the Property into an iconic public city park to be known as “The Bay” park; and

Whereas, CITY and BPC have, in accordance with the Master Plan, entered into a Partnership Agreement dated April 24, 2019, as amended by (a) that certain First Amendment to Partnership Agreement dated October 21, 2019 and (b) that certain Second Amendment to Partnership Agreement dated January 3, 2022 (collectively, the “Partnership Agreement”), which said Partnership Agreement incorporated the Bay Park Implementation Agreement (the “Implementation Agreement”) between CITY and BPC dated July 21, 2022; and

WHEREAS, BPC has, for more than 5 years, operated as the exclusive design, planning development, co-funding, and operating partner of the CITY with respect to the Master Plan pursuant to the terms and conditions in the Partnership Agreement and the Implementation Agreement, and The Bay park and has established credibility and trust as a dependable partner committed to creating, building, and operating a public park that is financially feasible, operationally responsible, and environmentally sustainable; and

WHEREAS, CITY and BPC have demonstrated a track record of partnership under both the Partnership Agreement and the Implementation Agreement; and

WHEREAS, pursuant to Section 4 of the Second Amendment to Partnership Agreement BPC undertook to evaluate the future use and management of all existing CITY-owned and operated or leased buildings located within The Bay Park (excluding, however, the Van Wezel Performing Arts Hall and the Beatrice Friedman Symphony Center for as long as the Sarasota Orchestra occupies the building); and

WHEREAS, CITY has determined that (a) BPC should be allowed to use and manage certain tracts of land (and the improvements located thereon) within the Property for program purposes from time to time and in order to raise funds to support the municipal purposes and

general responsibilities of BPC arising out of the Partnership Agreement; and (b) the public health, safety and welfare of the citizens of and the visitors to the CITY will be served by allowing the BPC to use and manage said tracts of land and the improvements located thereon for program purposes, as contemplated by the Partnership Agreement and the Implementation Agreement; and

WHEREAS, in furtherance of the primary purposes of the Partnership Agreement and Implementation Agreement, which is to ensure that The Bay Park is developed, implemented, operated and managed in a cost-effective, efficient and high-quality manner, CITY and BPC desire to enter into this Agreement; and

NOW THEREFORE, in consideration of the forgoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency 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. Management Areas. In addition to the rights and responsibilities heretofore granted to, and assumed by, BPC under the Partnership Agreement and Implementation Agreement, CITY hereby grants to BPC the right to manage, operate, maintain, program and rent CITY-owned tracts of land located within the Property, together with all buildings and improvements which may be now or hereafter located on said tracts, which such tracts shall include but not be limited to, the following (each a "Management Area", and collectively, "Management Areas") for the benefit of The Bay Park guests, the public, the community, BPC and CITY:

(i) **The Blue Pagoda Management Area** means those certain tracts of property with a post office address of 655 N. Tamiami Trail, Sarasota, Florida 34236, as more particularly referred to by the Sarasota County Property Appraiser's Office as Parcel ID No. 200901004. The Blue Pagoda Management Area consists of that portion of said Parcel ID No. 209901004 as described in the legal description and shown in the parcel sketch, each of which are attached hereto and incorporated by referenced herein as Exhibit "A". The Blue Pagoda Management Area includes approximately 9,221 square feet of real property with an approximate 3,800 square foot building thereon, including the surrounding landscaped areas. The Blue Pagoda Management Area also includes all existing improvements thereon, as well as all future improvements and renovations.

(ii) **The Chidsey Library Management Area** means those certain tracts of property with a post office of 701 N. Tamiami Trail, Sarasota, Florida 34236, as more particularly identified by the Sarasota County Property Appraiser's Office as a portion of Parcel ID No. 2009010002. The Chidsey Library Management Area consists of that portion of said Parcel ID No. 2009010002 outlined in yellow in the aerial photograph attached hereto and incorporated herein as Exhibit "B". The Chidsey Library Management Area includes approximately 6,000 square feet of building space and the surrounding

landscaped areas. The Chidsey Library Management Area also includes all existing improvements thereon, as well as all future improvements and renovations.

(iii) **The Municipal Auditorium and Bayfront Community Center Management Area** means those certain tracts of property with a post office address of 801, 803 and 809 N. Tamiami Trail, Sarasota, Florida 34236, as more particularly identified by the Sarasota County Property Appraiser's Office as a portion of Parcel ID No. 2009010002. The Municipal Auditorium and Bayfront Community Center Management Area consists of that portion of said Parcel ID No. 2009010002 as described in the aerial photograph attached hereto and incorporated herein as Exhibit "C". The Municipal Auditorium and Bayfront Community Center Management Area includes approximately 10,000 square feet of building space for the Municipal Auditorium and approximately 3,400 square feet of building space for the Bayfront Community Center and the surrounding landscaped areas. The Municipal Auditorium and Bayfront Community Center Management Area also includes all existing improvements thereon, as well as all future improvements and renovations.

(iv) **The Sarasota Garden Club Management Area** means those certain tracts of real property with an address of 1131 6th Street as more particularly identified by the Sarasota County Property Appraiser's Office as Parcel ID No. 2009010005. The Sarasota Garden Club Management Area includes all of Parcel ID No. 2009010005, together with that certain area of encroachment as shown and described in (a) the legal description attached hereto as Exhibit "D" (b) the sketch attached hereto as Exhibit "D-1" and (c) the aerial photograph attached hereto and incorporated herein as Exhibit D-2. The Sarasota Garden Club Management Area includes approximately 4,000 square feet of building space and the surrounding landscaped area. The Sarasota Garden Club Management Area also includes all existing improvements thereon as well as all future improvements and renovations.

(v) **Other Management Areas.** Such other CITY-owned tracts of land as designated by the CITY from time to time in writing to the BPC.

3. Historical Documents and Equipment for all Management Areas. All historical documents, books and records and equipment for any and all buildings which are included in the Management Areas of BPC will remain within the buildings after transfer of the maintenance and leasing obligations from the CITY to BPC.

4. Term: The term of this Agreement shall commence on October 1, 2025 and shall expire at 11:59 p.m. on January 2, 2037. This Agreement can be renewed for two (2) fifteen-year renewal periods upon the same terms and conditions as set forth herein. Notwithstanding the forgoing, the right to renew or terminate this Agreement shall be subject to, and governed by, the provisions of Paragraphs 15, 16 and 17 of the Second Amendment to Partnership Agreement.

5. Management Fee/Utilities: CITY shall not charge BPC any fee for the rights herein granted to BPC. BPC will be financially responsible for all utilities which service the Management

Areas, including but not limited to water, gas, heat, light, power, sewer, Internet, telephone service and other public utilities of any kind furnished to the Management Areas. The faithful performance by BPC of the terms, conditions and covenants contained herein shall be deemed to be valuable additional consideration of for the approval and execution of this Agreement by City.

6. Use of Management Areas: The Management Areas may be used by BPC during the term hereof for office space, programming space, rental space, activities and events, operations and storage and other uses currently provided by the Blue Pagoda, Chidsey Library Building, Bayfront Community Center, Sarasota Garden Club, the Municipal Auditorium (including the three (3) civic green lawns North of the Auditorium), current road “Plaza de Santo Domingo” which is becoming a civic town square, and/or other civic spaces, as well as such other uses as may be permitted by the Sarasota City Code. BPC may rent out any portion of the Management Areas as a community space so as to raise funds, which will be used by BPC for the municipal purposes and responsibilities of BPC arising out of the Partnership Agreement. BPC may rent out any portion of the Management Areas to individuals and to for- and not-for-profit organizations for community, park, public and private events such as weddings, receptions, graduations, fundraisers, concerts, conferences, meetings, trade shows, markets, The Bay park programming, and the like, including any and all current uses permitted by City ordinance or City Parks & Recreation policies. All uses of the Management Areas, such as programming space, rental space, events, activities and operation must be managed, rented and utilized in accordance with the City’s ordinances and policies. When BPC rents out a Management Area to a third party, BPC covenants to assure that the third party entity will, at its own expense, obtain and file with BPC at least fourteen (14) days prior to use of the specific Management Area, a Certificate of Insurance which establishes that the insurance required herein has been provided. The third person or entity using said Management Area must obtain general liability insurance with a minimum of One Million Dollars (\$1,000,000.00) per incident and Two Million Dollars (\$2,000,000.00) aggregate, or a combined single limit of Two Million Dollars (\$2,000,000.00). Additionally, if alcohol is to be served, a minimum One Million Dollar (\$1,000,000.00) in liquor liability insurance must be provided. All such insurance must name CITY and BPC as additional insureds and certificate holders. All such insurance must be in effect for a minimum period of time which encompasses the date of the third party’s use of the Management Area, including the time necessary to set up and remove any improvements used by the third party within the Management Area. The Certificate of Insurance must establish that the policies of insurance will not be cancelled prior to the third party’s use of the Management Area without a minimum of ten (10) days advance written notice to CITY and BPC.

7. Use Restrictions: BPC acknowledges that its use of the Management Areas shall be subject to the restrictions set forth herein. BPC covenants to establish and keep rental rates for use of the Management Areas by third parties benchmarked with rates charged for comparable facilities/ venues within Sarasota and Manatee Counties. Notwithstanding the foregoing, rental rates shall be sufficient to fully cover all of BPC’s costs and provide a source of revenue for operations and maintenance of The Bay Park and the buildings and improvements located thereon. Notwithstanding the Partnership Agreement and/or Implementation Agreement, which may include terms to the contrary, the CITY and BPC acknowledge the City shall retain responsibility

for the processing and approval of Special Event Permits pursuant to the City of Sarasota Code - Special Event Permits Chapter 29.6 for Special Events that require a right-of-ways closure or request the use of city services above and beyond the ordinance everyday use. The BPC will be responsible for managing and operating any programming and events not categorized as needing a city issues Special Event Permit in accordance with this Agreement, the Partnership Agreement and/or the Implementation Agreement. . BPC must replace any damaged improvements at BPC's expense at any time during the term of this Agreement. At the expiration of the term of this Agreement, BPC shall return the Management Areas (as the same may have been permitted to be modified by CITY) to CITY in its original condition, reasonable wear and tear excepted.

8. Payment of Taxes: BPC shall promptly pay and discharge, as they become due, all ad valorem taxes and any special assessments that may be levied by any governmental authority against all or any part of the Management Areas. Should the State of Florida determine that this Agreement or the activities of BPC are subject to sales tax, BPC shall be solely responsible for remitting to the State of Florida said tax, to include delinquent amounts claimed due, penalties and interest, if any. BPC shall be solely responsible for applying for any available exemption from the payment of said taxes and obtaining same.

9. Deposit: BPC shall not be responsible for providing any security deposit as a condition precedent to BPC's use of the Management Areas.

10. Property Right: BPC acknowledges that CITY has not granted BPC a property right of any nature whatsoever by entering into this Agreement.

11. Compliance with Applicable Law: BPC covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules relating to the use of the Management Areas. BPC covenants it will conduct no activity or provide any service that is unlawful or offensive.

12. Compliance with Americans with Disabilities Act: BPC shall have the sole responsibility to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et. seq.), as well as any other regulations, whether local, state or federal pertaining to persons with disabilities, relative to its use of the Management Areas. Notwithstanding the above, BPC shall not be required to make any structural changes to the Management Areas in order to comply with the ADA. Any such ADA required structural changes shall continue to be the responsibility of the City.

13. Insurance: CITY shall have in place, at all times during the term of this Agreement, the same amount and type of insurance as it carries on all other city parks. At all times during the term of this Agreement, BPC and any general contractors procured by BPC shall comply with Sections 10B and 10C of the Second Amendment to Partnership Agreement respectively entitled Insurance Requirements, "Applicable to BPC" and "Applicable to General Contractors." Notwithstanding the following, BPC shall reimburse CITY for the cost of CITY'S property and flood insurance applicable to the Management Areas. CITY'S property insurance coverage is from April 1 of each year through the following March 31. CITY will provide BPC an invoice in April

of each year during the term of the Partnership Agreement to cover the upcoming year insurance period commencing on April 1. BPC will have thirty (30) days from receipt of the invoice to reimburse CITY for same. After execution of this Agreement, the City will provide an invoice to BPC for the prorated share of the 2024-2025 coverage for the Management Areas that has not already been invoiced and paid by BPC.

14. Maintenance and Security: Security for The Bay Park will be provided by the Sarasota Police Department (SPD) commensurate with coverage and patrols provided to Bayfront Park, and CITY will provide such security as it customarily provides to Bayfront Park and/or to other parks within its jurisdiction. With respect to the Management Areas, BPC shall provide such additional security as it may deem reasonably necessary to protect people who are granted access to said Management Areas during BPC's use thereof, which such additional security may include the installation of security cameras. BPC shall ensure all security cameras installed in the Management Area by BPC are installed and operated in compliance with all applicable federal, state, county and municipal laws, ordinances, regulations and rules, including but not limited to Section 810.145 Fla. Statutes. BPC shall be responsible for any and all damages to the Management Areas resulting from The Bay park/BPC's use thereof. BPC shall notify the City Manager immediately in the event of any damages to persons or property which may occur within the Management Areas. BPC shall be responsible for maintenance of the Management Areas to include janitorial services. BPC shall be responsible for landscape maintenance around the Management Areas. BPC shall be responsible for routine day-to-day-maintenance and repairs to HVAC, plumbing, electrical systems within or servicing the Management Areas, as well as routine maintenance to the exterior and interior of the buildings. CITY shall be responsible for major structural items and/or items or appurtenances that become obsolete or no longer functional (e.g. roof or floor replacement, glass, door or window replacement, HVAC replacement, any utilities below the building foundation concrete slab, etc.). In the event any such major structural or appurtenance repairs impact BPC's ability to use the Management Areas during the construction or repair period, CITY and BPC covenant to work together to schedule the construction/repair period as conveniently as possible for each party through the process until repairs or construction is complete.

15. Future Improvements: BPC is allowed to make improvements to the Management Areas for projects with a total cost less than One Hundred Thousand Dollars (\$100,000.00) without obtaining approval of the City Manager. Improvements to the Management Areas with a cost of One Hundred Thousand Dollars (\$100,000.00) or more must be approved, in writing, in advance, by the City Manager. BPC shall comply with the applicable provisions of the City's Procurement Code or is authorized to use an alternative written process for procurement and competitive selection that was previously approved by the City pursuant to the Partnership Agreement. As to all future improvements within the Management Areas, BPC's contractor must provide to CITY a Certificate of Insurance additionally insuring CITY for the project with general liability insurance coverage of One Million Dollars (\$1,000,000.00) per incident - Two Million Dollars (\$2,000,000.00) aggregate, auto coverage of One Million Dollars (\$1,000,000.00) per incident and proof of Workers Compensation coverage. If any future improvements have a cost of Two

Hundred Thousand Dollars or more, BPC's contractor must provide a Payment and Performance Bond to both CITY and BPC in accordance with Section 255.05, Florida Statutes.

16. Assignment: BPC shall not assign this Agreement nor allow any other persons or entities use of the Management Areas, except as may be contemplated/permitted by the Partnership Agreement, the Implementation Agreement or this Agreement or by another separate existing agreement (e.g., the collaborative, narrowly defined, limited use agreement between the BPC and the private membership Sarasota Garden Club organization to use the Sarasota Garden Club building on a limited, part-time basis.)

17. Default: BPC acknowledges that the terms, conditions, covenants and requirements on its part to be kept, as set forth herein, are material inducements to CITY entering into this Agreement. Should BPC fail to perform any term, condition, covenant or requirement on its part to be kept, the City Manager may declare a default by giving written notice thereof to BPC, specifying those acts or things, which have created a default in the terms of this Agreement. BPC shall not be deemed in default if BPC takes prompt steps to cure within seven (7) days of the date of the Notice of Default. If the default cannot be cured within fifteen (15) days, BPC shall give CITY notice of the steps necessary to cure the default with due diligence. BPC covenants to promptly complete such cures. If the default is failure to pay money, the minimum time allowed to cure the default shall be five (5) business days. Should the default remain upon expiration of the time granted to cure same, the City Manager may terminate this Agreement by written notice of termination, said notice specifying the time and date of termination. In the event of such default, which has not been cured, CITY may take possession of the Management Areas and shall have the right to remove all persons therefrom.

18. Right of Inspection: The City Manager shall have the right at all reasonable times during the term of this Agreement to enter the Management Areas for the purpose of inspecting same and ensuring that the services provided by BPC are in conformity with the purposes and intent of this Agreement.

19. Joint Venture: BPC and CITY warrant and represent that by the execution of this Agreement it not the intent of the parties that the use of the Management Areas be construed or deemed to represent a joint venture or undertaking between CITY and BPC.

20. Condition of Premises: The City warrants and represents that (i) it has no knowledge of any adverse or defective condition presently affecting the Management Areas and that (ii) it has fully disclosed in writing any such known adverse or defective condition to BPC. Within fifteen (15) days before the date of complete execution of this Agreement, CITY shall provide to BPC copies of any property inspection reports, structural engineering reports and any/all other documentation (e.g., architectural and as-built drawings, records of maintenance, repairs and improvements, operational manuals) as may be in the possession or control of CITY relating to any major repairs or renovations made to any Management area within the preceding five (5) years, together with any capital improvement budget forecasts or reports received by CITY relating to improvements or renovations recommended or contemplated to be made to any Management Area. BPC shall have the right to inspect, or cause to be inspected, the Management Areas and the

improvements located thereon. In the event that any such inspections shall reveal the existence of any structural substantial defects in the improvements or appurtenances located thereon, CITY shall, at its discretion, either: (i) make the necessary repairs or replacements prior to transferring control of the Management Area to BPC; (ii) retain control of the Management Area until such repairs or replacement are completed; (iii) authorize BPC/ BPC contractors to make necessary repairs, replacements, improvements at the CITY's expense; or (iv) terminate BPC's right to assume control of the Management Area.

21. Remedies Cumulative: All remedies hereinbefore and hereinafter conferred on CITY shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

22. Waiver: The failure of either party to take any action with respect to any breach of any term, covenant or condition contained herein, or any instances of default shall not be deemed a waiver of same and the subsequent acceptance of further performance hereunder shall not be deemed a waiver of any default or breach.

23. Notices: Notices required by or related to this Agreement shall be sent by United States registered or certified mail, return receipt requested, postage prepaid.

Notices sent to *CITY* shall be sent to:

**City Manager  
City Hall  
1565 First Street  
Sarasota, Florida 34236**

Notices sent to *BPC* shall be sent to:

**CEO or COO  
The Bay Park Conservancy, Inc.  
701 N. Tamiami Trail  
Sarasota, Florida 34236**

24. Entire Agreement: This Agreement shall constitute the entire agreement between the parties with respect to the operation, management and/or maintenance of the Management Areas. This Agreement shall supersede and replace, in its entirety, any "Usage Permit" or other similar agreement heretofore entered into between CITY and BPC relating to the operation, management or maintenance of a Management Area. In the event that the CITY and BPC shall subsequently desire to extend this Agreement to one or more additional Management Areas, such expansion may be accomplished by the execution of an Addendum to this Agreement executed by both the CITY and BPC. Any Amendments to this Agreement shall be ineffective unless reduced to writing as a formal Amendment to this Agreement and executed by CITY and PERMITEE.

25. Attorney's Fees: Should it be necessary for either party to bring any action against the other alleging a breach of this Agreement or seeking to enforce any of the covenants, provisions or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing the prevailing party and said obligation shall apply to declaratory relief, if necessary, to interpret any of the terms hereof.

DATED on 01/19/26 by the City of Sarasota, Florida.

DATED on 11/20/25 by The Bay Park Conservancy, Inc.

**STAFF REVIEW**

**CITY OF SARASOTA, FLORIDA**

By: Jennifer J. Jorgensen

By: Debbie Trice  
Debbie Trice (Jan 19, 2026 21:03:11 EST)

Print Name: Debbie Trice

Title: Mayor

ATTEST:

*Shayla Griggs*

Shayla Griggs, City Auditor and Clerk

*Joe Polzak*

Joe Polzak (Jan 22, 2026 10:27:14 EST)

Joe Polzak, City Attorney

**THE BAY PARK CONSERVANCY, INC.**

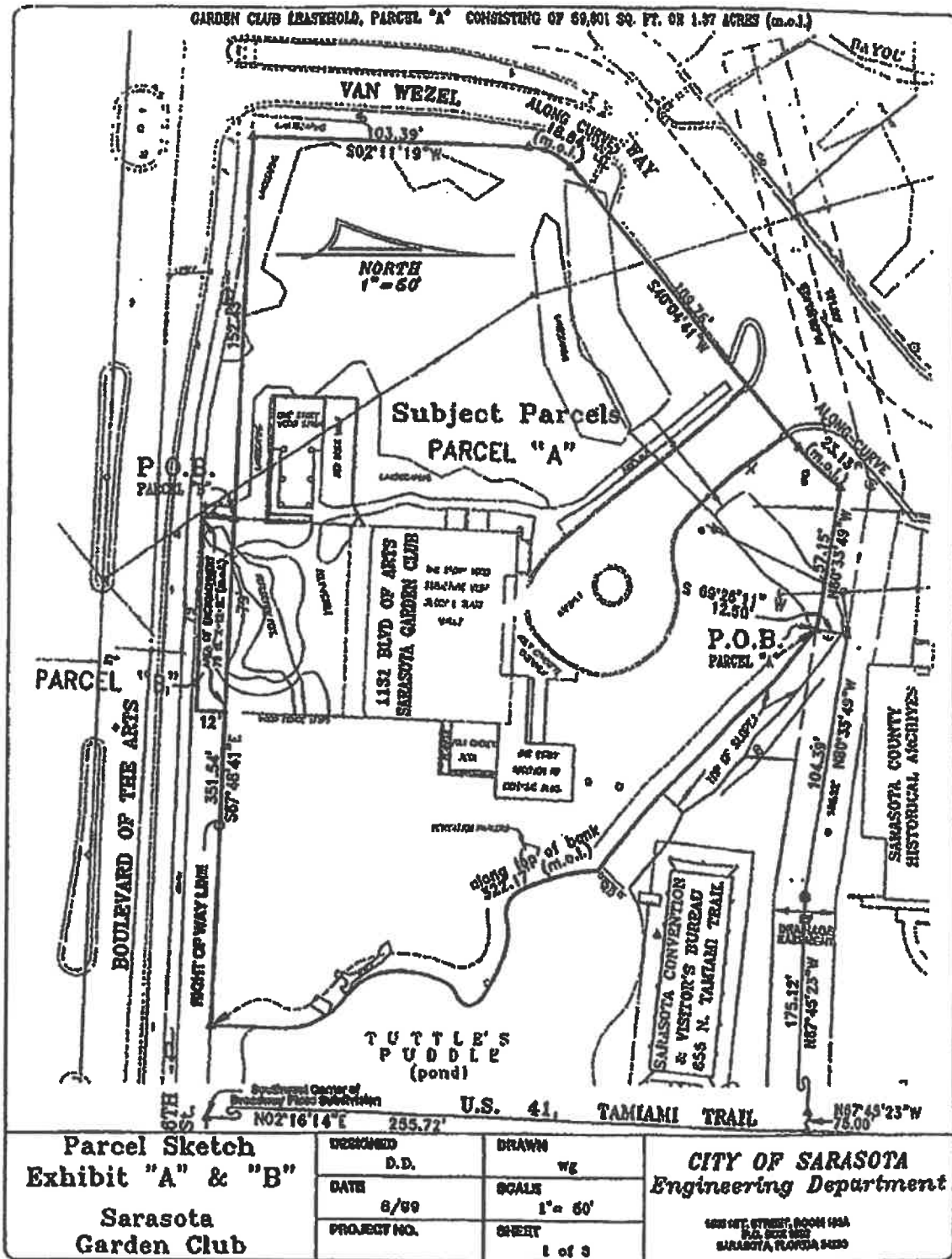
By: [Signature]

Print Name: AG. LAFLEY

Title: CEO BPC

Exhibit "C-1"

Sketch of Sarasota Garden Club Permit Area



**Exhibit "C"**

**Sarasota Garden Club**

**Description of occupied fraction of street Right—of Tay adjacent to Leasehold**

**Being within the N.E. 1/4 of Sec. 24, Twp. 36, Rng. 17 and more particularly described as follows:**

**Commencing at the southwest corner of Broadway Place, as recorded in Plat Book 2, Page 34 of the Public Record of Sarasota County, Florida, being the intersection of the North right-of-way line of 6th Street, (platted as 12th Street) and the east right-of-way line of U. S. Highway 41, (a.k.a. North Tamiami Trail and platted as Broadway); Thence N.02°18;14" E. along said East line of U.S. Highway 41, a distance of 255.72 feet; Thence N. 87°45'23 W. across said Highway 41, a distance of 75 feet along the centerline of a 25-foot wide Drainage Easement to the Westerly right-of-way of said. U.S. 41; Thence continue N. 87°45'23' W. along said centerline 175.12 feet; Thence N. 80°33'49" W., 104.39 feet,; Thence leaving said Easement Centerline S. 09°26'11" W 12.50 feet; Thence N. 80°33'49" W., 57.15 feet,; Thence along an irregular curve towards the Southwest, commence Southeasterly 23.13 feet, (D<sup>1</sup>.O.<sup>1</sup> ; Thence S. 40°04'41" W., 109.76 feet along the east side of Van Wezel Way to a point of curvature; Thence 18.84 feet, (m.o.1.) through said curve toward the Southwest; Thence S. 02°11'10" W., 103.39 feet to the Northerly Right-of-Way line of the Boulevard of the Arts,; Thence S. 87°45 41" E., 152.43 feet along said Right-of-way line to the "Point-of-Beginning"; Thence leaving said Right-of-Way line go South 12 fat,; Thence Southerly and parallel to afore said Right-of-Way line 79 feet; Thence North 12 feet to The Northerly Right-of-Way line of Boulevard of the Arts,; Thence West 79 feet , (m.o.1.) to the "Point of Beginning".**

**Parcel consisting of 948 S.F. or 0.0217 Acres, (m.o.1)**

**Subject to Easements of Record.**

**This description & sketch does not represent a field survey.**

**This description & sketch does not represent a field survey.**

**Parcel Description Exhibit "B"**

**Sarasota DAD MAMA City of Sarasota Engineering  
Garden Club**

**D.D. wg Department  
OATS MIA 10,7mpaOS 150A  
8/99 r- aumtatrgesioAsicao  
Project 110. 8101a 3t**

# Sarasota County Property Appraiser

