

Operating Agreement

- 35-year agreement between the City, County, and Marlins Stadium Operator, L.L.C. (Operator). It provides for the exclusive management and operation of the Stadium Premises by the Operator, with Miami-Dade County as the owner of the facility. Selection of the Operator requires a 2/3 affirmative vote of Board members present at the February 13 Special Meeting
- The Operator is responsible for all of the costs associated with managing and operating the stadium and also has all rights to stadium-generated revenues, including ticket sales, concessions, suite licenses, advertising, broadcast rights, naming rights, etc.
- As it relates to provision of off-duty Public Safety personnel at the stadium, a report was submitted to the Board in April outlining the agreed upon position of the County and City administration's on this issue. The language from that report, which provides for "curb-in" staffing by MDPD, and "curb-out" staffing by the City of Miami, for police services, and, joint provision of Fire Rescue off-duty services by both Fire Departments at the stadium, is incorporated into this Agreement.
- The County and City can use the stadium for amateur athletic, public service, or other non-profit events (Community Event Dates). The original agreement provided for a total of eight (8) days each for the County and City throughout the entire year. The final Agreement between the parties was improved and calls for unlimited use during non-baseball months, and a limit of four (4) events each (City and County) during regular baseball season.
- As part of its civic responsibility to promote and contribute to charitable, educational and community organizations, the Marlins will actively promote its Florida Marlins Community Foundation, maximize benefits for inner city youth programs, including rebuilding youth baseball infrastructure through Major League Baseball's various charities and programs.
- The Marlins will also focus on development of youth programs, request and encourage its players to make public appearances in support of education, youth sports, or other public service activities, and provide attractive and meaningful programs designed to make Major League Baseball games affordable for youth and the elderly in South Florida. This includes providing affordable seats for the youth and elderly and distributing at least 10,000 (Team agreed to increase from 5,000) regular season individual tickets on a complimentary basis each year to be distributed by the Team.
- The County and City will have access to a shared "community suite" designated for charity or public use. Each party can designate 40 games (increased from 27 games each in the BSA) for use of the suite. Food and beverages will only be provided by the Operator when the suite is being used by youth charities.
- Maintenance and repairs will be the sole responsibility and expense of the Operator, including responsibility for all costs associated with maintaining the stadium and its components, systems, and equipment in good, clean working order, and consistent with the maintenance and repair standards of Major League Baseball facilities.

- The Capital Reserve Fund will be established for the purpose of providing a dedicated funding source for replacement, repair, and related capital improvements to the major components, systems, and equipment of the Stadium Premises. Annual funding will be deposited into the Capital Reserve Fund by the Team (\$750,000), County (\$750,000), and City (\$250,000) for repair and replacement of major capital equipment and systems.
- The Marlins will be responsible for providing all insurance coverage, including commercial general liability, property insurance, workers compensation, umbrella, and automobile coverage's. They policies must be in line with that required and available in the South Florida insurance market. The County will work with the Team in the event of a named storm in order to secure FEMA coverage, if ever needed.
- Labor Peace Agreement – The Agreement includes language requiring that a Labor Peace Agreement be executed between any labor organization representing food and beverage concessions workers and the concessionaire for the stadium.