

Memorandum



Date: April 8, 2008

To: Honorable Chairman Bruno A. Barreiro and Members,
Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Baseball Stadium Agreement Status Report – Amended Version

Supplement to Agenda
Item No. 16B2 - Amended

This report was amended at the April 8, 2008, Board meeting to change the language in the third bullet of the Police Off-Duty Section as follows: "For Community Events, as defined in Section 7.03 of the BSA, both the City and the County are each entitled to use the Baseball Stadium 8 times per year. For these events, the City and the County may provide off-duty police services using their own forces inside and outside the Baseball Stadium Site."

At the February 21, 2008, Board of County Commissioners meeting, the Board approved the Baseball Stadium Agreement (BSA) between Miami-Dade County, the City of Miami, and the Florida Marlins. At that meeting, directives were given by the Board requiring subsequent negotiation and/or follow-up on various issues. Specifically, the Board directed that the results of negotiations on the issues of off-duty public safety services staffing for the new baseball stadium and a Labor Peace Agreement between the Team and the labor union(s) representing concessionaire workers be presented for your consideration.

Public Safety Services Staffing

Meetings/discussions have occurred between the City and County police and fire unions' leadership as well as between the City and County Mayors and Managers on the issue of public safety services staffing at the future baseball stadium site. It is clear from these discussions that union leadership on both sides is passionate for their membership regarding off-duty staffing at the ballpark. Union leadership has not been able to reach a middle ground on this matter. Therefore, the City and the County administrations have outlined, and agreed to, some general terms that will serve as the basic framework for the distribution of off-duty public safety services for the baseball stadium and surrounding area. We believe that these general terms represent a fair and equitable solution to an issue that is equally important to both the City and the County. These general terms will be incorporated into the Management Agreement that is required to be approved by this Board prior to July 1, 2008. While both the City and County administration feel this is a very fair compromise, we are open to adjusting these terms if the respective unions are able to mutually agree to another approach, using the terms below as a starting point.

Given that the BSA has been executed and that we are moving ahead with the deliverables required in the BSA, it is extremely important to bring closure to this issue and ensure both the County and City Commission are supportive of these general terms. While the County has not incurred out-of-pocket expenses to date, both the City, via production of site surveys, title work, Phase I and Phase II environmental testing, Re-Plat process, etc., and the Team, via design expenses and outside legal counsel, are incurring expenses on this project daily. This report seeks to affirm the support of the Board on this issue prior to a vote on the Management Agreement and other definitive agreements in June. This will provide greater comfort to all parties in moving forward and continuing negotiations on the definitive agreements.

Police Off-Duty Staffing

- Miami-Dade Police Department will provide off-duty staffing within the Baseball Stadium Site for all baseball events. As defined in the Baseball Stadium Agreement, the term

“Baseball Stadium Site” consists of an area within a perimeter approximately 100 feet beyond the drip line of the baseball stadium footprint that will be conveyed to the County by the City. The City of Miami will be responsible for off-duty staffing of all other areas of the Orange Bowl site, which may include parking garages, retail and/or commercial development, and a future soccer stadium. The City of Miami will also be responsible for providing off-duty staffing adequate to secure the surrounding jurisdictional neighborhoods, streets, etc. for increased activity expected due to baseball events. For each baseball event, a joint command structure will be established between the City and the County to ensure cross-coordination between the respective Police Departments.

- City and County police personnel will be paid at the same rates for off-duty work.
- For Community Events, as defined in Section 7.03 of the BSA, both the City and the County are each entitled to use the Baseball Stadium 8 times per year. For these events, the City and the County may provide off-duty police services using their own forces inside and outside the Baseball Stadium Site.
- For Other Events, defined in the BSA as professional or amateur sporting events or exhibitions; concerts; and general audience, family or other targeted audience shows, performances or exhibitions held at the Baseball Stadium, off-duty staffing will be handled the same as for baseball events.

Fire Rescue Off-Duty Staffing

- The City and the County will jointly provide Fire Rescue off-duty staffing within the Baseball Stadium Site. For each event, staffing within the Baseball Stadium site will consist of at least one City and one County Fire Watch unit. Fire Rescue units shall be provided equally from the City and County (one each, two each, etc., depending on the demand for off-duty fire rescue service). This may consist of first aid stations, roving firefighters, etc., as necessary for the event. A joint command structure, with a designee from each Fire Rescue Department to act as the lead for each baseball event, will be established. The lead from each Fire Department will be in charge of cross-coordination of issues between the entities. City protocols and radio systems will be used, with specific details to be formalized in a stadium-specific protocol jointly written by the City and the County.
- City and County fire rescue personnel will be paid at the same rates for off-duty work.
- For Community Events, as defined in Section 7.03 of the Baseball Stadium Agreement, both the City and the County are each entitled to use the Baseball Stadium 8 times per year. As all costs for Community Events are to be borne by the user, both the City and the County may elect to use their own Fire Department, within the baseball stadium site, for Community Events.
- For Other Events, as described above, off-duty staffing will be handled the same as for baseball events.

Labor Peace Agreement

The Team has met with representatives from Unite Here regarding their desire for a Labor Peace Agreement. Both sides have met in good faith and shared their respective interests and concerns. The two sides have agreed to schedule follow-up meeting(s) in the coming weeks to see whether there are terms of a Labor Peace Agreement that can work for both parties. It is my intention to convene the next meeting between the parties to help mediate the negotiations and attempt to resolve this issue prior to the execution of the Management Agreement.