



CLERK OF THE BOARD

2010 JUN 30 AM 9:46

CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

Miami Dade Aviation Department

P.O. Box 526624

Miami, FL 33152-6624

<http://www.miami-airport.com>

OPERATIONAL DIRECTIVE NO. 10 - 24 C

Effective: July 14, 2010

SUBJECT: RENTAL CAR ACTIVITIES AT MIAMI INTERNATIONAL AIRPORT; OPERATIONAL REQUIREMENTS FOR USE OF RENTAL CAR CENTER

PURPOSE: To describe the required use of the Rental Car Facility, sometimes referred to as the Rental Car Center (RCC) by Rental Car Companies at Miami International Airport.

I. AUTHORITY:

A. Ordinance No. 00-87 dated July 6, 2000.

B. Chapter 25 of the Miami-Dade County Code, Miami-Dade Aviation Department Rules and Regulations. Sections 25-1.1(30); 25-1.2(c); and 25-4.1(f) of the Code of Miami-Dade County authorizes Miami Dade Aviation Department (MDAD) to issue an Operational Directive to:

- (i) Confirm the Operational Date of the Rental Car Center (RCC);
- (ii) Confirm the prohibition of rental car courtesy van operations on the upper and Lower vehicular drives of MIA as of the Operational Date;
- (iii) Provide operational requirements for the temporary common shuttle vehicle operation between MIA's Terminal Building and the RCC;
- (iv) Confirm the operational requirements applicable to the use of and payment for the RCC and its facilities by participating rental car companies ("PRCCs") as well as all other non-participating rental car companies ("Non-PRCCs") that need to access the curbside of the RCC to pick up or drop off their customers; and
- (v) Set forth the fees to be paid by such Non-PRCCs for their use of the RCC.

MDAD reserves the right to issue additional ODs or an amendment to this OD 24C to cover other operational requirements for rental car companies at the RCC, such as, but not limited to, operational requirements relating to all rental car companies' use of the MIC-MIA People Mover train now under construction to link the Terminal Building directly to the RCC.

II. DEFINITIONS:

The definitions in the Agreement are incorporated herein by reference and are not limited to the definitions set forth in Section II of this Operational Directive (OD).

- A. **Concession Agreement** - means the "Rental Car Concession Agreement and Facility Lease Agreement for Operation of a Nonexclusive Rental Car Concession at Miami International Airport and Lease of Premises in the Consolidated Rental Car Facility at the Miami Intermodal Center," which all sixteen Participating Rental Car Companies have executed as a condition to their being permitted to operate within the Rental Car Facility upon its completion.
- B. **Customers** - means anyone who enters into a rental car transaction which originates or ends at the RCC, or anyone who enters into a rental car transaction [with a concessionaire] at any location within two miles of the RCC deemed by the County to be a competing location pursuant to Section 6.01(B) of the Agreement.
- C. **Customer Facility Charge or "CFC"** - means the customer facility charge authorized and established pursuant to Ordinance No. 00-87 as amended in the amount imposed by the County to be collected by the PRCC from their Customers in accordance with the requirements of the Agreement, assessed on a per Transaction Day basis for each rental car contract. Such charge shall be stated as a separate line item on the rental car contract, and shall be collected from the customer shall be limited to the amount of the CFC imposed on the customer by the County, and shall not include concession fees payable under the Agreement, or any contingent rent imposed on the PRCC by the County pursuant to the terms and conditions of Article 9 of the Agreement.
- D. **Mandated Fee** - shall refer to the requirement under this OD that all PRCC under the Agreement applicable to MIA must impose a CFC. For the purposes of this OD, mandated fees are called CFCs". "Opening Date" is July 13, 2010. Date on which the RCF is operational.
- E. **Participating Rental Car Companies (PRCCs)** - means the sixteen (16) rental car companies authorized by contract documents among such companies, Miami-Dade County, and the Florida Department of Transportation to provide rental car services within the RCF.
- F. **Transaction Day** - means a twenty-four (24) hour period or fraction thereof for which a rental car customer is charged rental for a vehicle.

III. POLICY:

The Aviation Director has determined that the Rental Car Facility shall be, and is deemed to be, operational as of Tuesday, July 13, 2010. As of 12:01 AM on July 13, 2010, all rental car companies operating at Miami International Airport are prohibited from operating on the lower and upper vehicular drives of MIA and from picking up and dropping off their customers at any airport facility or location other than the Rental Car Facility located on Central Boulevard immediately to the east of LeJeune Road (N.W. 42nd Avenue).

IV. PROCEDURES:

A. Use Interim Shuttle Bus Operation to Access the RCC

As of 12:01 AM on July 13, 2010, all rental car companies operating at Miami International Airport, including PRCCs and Non-PRCCs, shall direct their customers to make use of the interim Shuttle Bus Operation that will operate between the RCC and the Terminal Building at MIA, until such time as the MIC-MIA People Mover System is constructed and operational. The MIA interim Shuttle Bus Operation provided by the PRCCs or other approved provider of such shuttle bus services is hereby established as the exclusive means of transporting rental car company customers, their baggage, and other users of the RCC between the Terminal Building at MIA and the RCC. This mandatory form of transportation shall continue until the MIC-MIA Mover People Mover System train (the "MIC-MIA") is made available for this purpose. Shuttle Bus pick-up and drop-off points at both the Terminal Building and the RCC shall be clearly marked for the benefit of rental car company customers and RCC users, and MDAD in conjunction with the PRCCs may change such locations from time to time to assure the safe and efficient movement of passengers and users of the RCC. This mandatory use of the Interim Shuttle Bus Operation applies to both the PRCCs and the Non-PRCCs operating at MIA.

B. Customer Facility Charges to be Collected by PRCCs

Each PRCC shall continue to charge and collect the CFC from its customers in the amount and in the manner directed by MDAD from time to time. The CFC is adjustable from time to time by MDAD in the manner permitted or required by the contract documents applicable to the financing of the construction of the RCC and by applicable laws and regulations of the County. The CFC charges are currently determined to be the following, subject to change as permitted by the contract documents:

As of 12:01 A.M., July 13, 2010 \$4.60

As of 12:01 A.M. July 13, 2015 \$4.85

As of 12:01 A.M. July 13, 2020 \$5.10

C. Continuation of Fees for the Use of MIA

1. PRCCs

As provided in Section 10.02 of the Concession Agreement between each of the PRCCs and Miami-Dade County, each PRCC shall pay the County the greater of 9% of its gross revenues on a monthly basis (as such percentage fee may be adjusted under the Concession Agreement), or 1/12th of the Minimum Annual Guarantee then applicable to the PRCC. As provided in Section 10.03 of the Concession Agreement and the First Amendment to the Memorandum of Understanding among the County, FDOT, and the PRCCs, the identified Disadvantaged Business Enterprise ("DBE") companies shall pay the County on a monthly basis the greater of 4½% of its monthly gross revenues or 1/12th of the DBE company's MAG. Throughout the period of time that any PRCC uses the RCC, the PRCC shall pay to MDAD or other designated entity (i) all CFCs, (ii) the 9% (or 4/12% if applicable) concession fee, (iii) Contingent Rent (if any), and (iv) all fees and charges arising out of the service contracts involving, among any other applicable contracts, Interim Shuttle Bus Operations, Fuel Distribution Operations, and Operational and Maintenance Services for, about, and within the RCC.

2. Non-PRCCs

- (a) All Non-PRCCs operating at MIA shall be required to pay a fee (a) for the privilege of doing business at MIA and (b) for its use of the designated curbside area of the RCC or other area at the RCC where Non-PRCCs are required to access their passengers. The privilege fee shall continue to be the fee paid to MDAD by the Non-PRCC prior to the Operational Date, whether such fee was established under the Permit requirement of Operational Directive 24, any Settlement Agreement applicable to the Non-PRCC's use of MIA, or any other applicable provision of law. The provisions of OD 24 shall continue to apply to each Non-PRCC's use of the RCC, including the requirement of a Permit and the payment of the prescribed fee, except as may be otherwise provided herein or by the Settlement Agreement.

- (b) For its use of the designated curbside or other pick-up or drop-off areas at the RCC, the Non-PRCCs shall pay MDAD a one-time charge of \$4.60 for each rental car contract, regardless of the number of persons using the rental car or the number of days the rental car is used. MDAD reserves the right to amend this fee to whatever fee is already authorized by Section 25-4.1(f)(3)(e) of the Code.

3. Mandated RCC Fees

- (a) As authorized by Section 25-4.1(f)(6) of Code, the Aviation Director has determined that it is in the best interest of the Airport to require that the all CFCs, percentage-of-gross-revenue charges, and other charges payable to the County by a PRCC or Non-PRCC for the privilege of doing business at MIA should be mandated for rental car operations within or about the RCC.
- (b) Each PRCC and each Non-PRCC shall impose directly upon each customer the CFC and the percentage-of-gross-revenues charge or the then-applicable per-contract charge arising out of the transaction with such customer. Any PRCC and any Non-PRCC may increase the percentage privilege fee (but not the CFC or per-contract fee) that is mandated hereunder by an amount that brings about a "roll-up" of the applicable charge so as to enable the PRCC or Non-PRCC to collect from its customer, through the mandated fee, the amount the company must ultimately pay MDAD as their privilege fee for its use of MIA and the RCC.
- (c) The mandated fee must be stated as a separate charge on each customer's invoice or billing document.
- (d) In no event shall any PRCC or Non-PRCC represent to a rental car customer or any other party that the privilege fee being paid by the customer is a tax or anything other than a privilege fee.

D. Use of RCC

Each PRCC and Non-PRCC shall use the RCC Center in the manner set forth in the Concession Agreement, the Memorandum of Understanding, OD 24, OD 24A, the Settlement Agreement, and this OD24C, as such documents may be applicable to the PRCC or Non-PRCC, and shall comply with all signage and restrictions applicable to the RCC.

V. REQUIREMENTS NOT TO SUPERSEDE CONCESSION AGREEMENTS:

Nothing in the foregoing requirements shall amend any provision of the Memorandum of Understanding or Concession Agreements applicable the PRCCs' operations within the RCC.

VI. AMENDMENTS TO OPERATIONAL DIRECTIVES:

A. Operational Directive 24:

Operational Directive 24, relating to "Ground Transportation Service Permits," as amended for hotel permittees in Resolution No. R-811-02, shall continue in full force and effect, until further notice from MDAD. All ground transportation service permittees under OD24 may continue to access the Terminal Building at MIA in the manner set forth in OD24, upon payment of the fees required thereunder and in full compliance with the terms and conditions of OD 24.

B. Operational Directive 24A:

Operational Directive 24A, relating to "Ground Transportation Service Permits for Off-Airport Car Rental Companies and Parking Lot Operators," is hereby amended to reflect that all Non-PRCCs shall continue to comply with OD24A's Permit and Permit Fee requirements, but that all Non-PRCCs' operations at MIA shall exclusively be conducted from the RCC as of the Operational Date and time. Non-PRCCs are prohibited as of the Operational Date and time from operating on the lower and upper vehicular drives of MIA in front of the Terminal Building or on the Landside Area and must engage in courtesy van or rental car drop off or pick up operations solely at the RCC.

C. Parking Lot Operators under Operational Directive 24A:

As reflected in the seventh paragraph of the Introduction to OD 24A, "the determination of whether off-airport parking lot operators will be permitted to use the the lower and upper vehicular drives of the Terminal Building upon completion of the RCC shall be made at or about the time of completion of the RCC." The County at this time has determined that parking lot operators may continue to access the Terminal Building on the lower and upper vehicular drives until further notice. All such access, and all such use of MIA, shall continue to be in accordance with the provisions of OD24A, including the Permit Fee requirements, until such OD24A is further amended.

D. Further Amendment to Operational Directive 24C:

The Aviation Department reserves the right to amend this OD24C at any time and from time to time, and notice of such amendment will be furnished to all affected parties who register with the Aviation Department. Any such amendment shall become effective 15 days subsequent to its being filed with the Clerk of the Circuit Court, as required by Sections 2-3 and 2-4 of the Count Code.

VII. SUNSET PROVISIONS:

This Operational Directive will be reviewed from time to time and amended as may be appropriate during the term of the PRCCs' Concession Agreement.

VIII. SEVERABILITY:

If any court of competent jurisdiction determines that any provision in this OD is illegal or void, the remainder of the OD shall continue in full force and effect.

IX. REVOCATION:

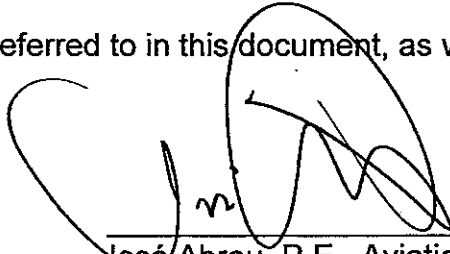
Operational Directive 24B, relating to "Mandated Contract Fees for On-Airport Rental Companies" during the Interim Period for rental car operations at MIA, is hereby revoked in its entirety as of the RCC's Operational Date and time set forth in III(A) above. The requirement for mandated fees, however, shall continue as provided in Section III(G) above.

X. EFFECTIVE DATE:

This OD shall become effective 15 days subsequent to its being filed with the Clerk of the Circuit Court as required by Sections 2-3 and 2-4 of the Code.

XI. CROSS REFERENCES:

See Ordinance #00-87 and any Resolutions referred to in this document, as well as Operational Directives No.24A and No. 24B.



José Abreu, P.E., Aviation Director

Date: 6-29-10