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CLERK, CIRCUIT & COUNTY CTS
MIAMI-DADE COUNTY, FLA
#1

Operational Directive (OD) 10-24C

Last Amended: July 14, 2010

Effective: May 28, 2015

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

PURPOSE: To amend Operational Directive No. 10 – 24 C (OD No. 10-24C) describing the required use of 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. Section 25-1.1(30); 25-1.2(c); and 25-4.1(f) of the Code of Miami-Dade County that authorizes Miami-Dade Aviation Department (MDAD) to issue an Operational Directive (OD) to:
 - 1) Confirm the Operational Date of the RCC;
 - 2) Confirm the prohibition of rental car courtesy van operations on the upper and lower vehicular drives of Miami International Airport (MIA) as of the Operational Date;
 - 3) 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
 - 4) Set forth the fees to be paid by such Non-PRCCs for their use of the RCC.

This OD No. 10-24C, as amended, will set forth various subjects authorized by Ordinance No. 00-87 to be covered in an OD. MDAD reserves the right to issue additional ODs or amendments to this OD No. 10-24C 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 MIA Mover train linking 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: Refers to the "Rental Car Concession Agreement and Facility Agreement for Operation of a Nonexclusive Rental Car Concession at Miami International Airport and Lease of Premises in the Consolidated Rental Car Center 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 Center upon its completion.
- B. Customer: 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 Concession Agreement or at a Fixed Base Operator as defined below.
- C. Customer Facility Charge (CFC): The charge authorized and established pursuant to Ordinance No. 00-87 as amended in the amount imposed by the County to be collected by the PRCCs from their Customers in accordance with the requirements of the Concession 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. The CFC shall be limited to the amount of the CFC then currently established by the County, and shall not include concession fees payable under the Agreement, or any contingent rent imposed on the PRCCs by the County pursuant to the terms and conditions of Article 9 of the Concession Agreement.
- D. Fixed Base Operator (FBO): A commercial aviation business which is granted the right by MIA to operate on airport property to provide aeronautical services such as fueling, hangar rental, tie-down and parking of aircraft, and other services such as but not limited to aircraft maintenance, crew facilities, passenger waiting areas, and car rentals (to the extent permitted in the FBO Agreement). PRCCs that contract with an FBO passenger, crew member, or customer are subject to CFCs on all FBO transactions as well as payment to MDAD of the Percentage Concession Fee.
- E. Mandated Fee: Refers to the requirement under this OD that all PRCCs under the Concession Agreement applicable to MIA must impose both the CFC and the applicable concession fee percentage upon each customer of the PRCC.
- F. Participating Rental Car Companies (PRCCs): 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 RCC.
- G. Transaction Day: A twenty-four (24) hour period or fraction thereof for which a rental car customer is charged a rental fee for a vehicle.

III. POLICY:

The Aviation Director determined that the Rental Car Center was deemed operational as of Tuesday, July 13, 2010 (the "Operational Date"). As of 12:01 AM on July 13, 2010, all rental car companies operating at Miami International Airport including PRCCs and Non-PRCCs, 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 (i) the Rental Car Center located at 3900 N.W. 25th Street and (ii) for FBO customers, the then-operating FBO on airport property.

IV. PROCEDURES:

A. Requirement to use the MIA Mover to Access the RCC:

As of 12:01 AM on July 13, 2010, all rental car companies operating at MIA, including PRCCs and Non-PRCCs, shall direct their customers, their baggage, and other users of the RCC desiring to access the Terminal Building to make use of the MIA Mover train that operates between the RCC and the MIA Terminal Building. This form of transportation between the Terminal Building and the RCC is mandatory. No PRCC or Non-PRCC shall access its MIA customers at any airport location other than the RCC, or at an FBO.

B. Customer Facility Charges to be Collected by PRCCs:

Each PRCC shall continue to charge and collect the CFCs 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 per Transaction Day
As of 12:01 A.M. July 13, 2015	\$4.85 per Transaction Day
As of 12:01 A.M. July 13, 2020	\$5.10 per Transaction Day

C. Continuation of Fees for the Use of MIA:

1. For PRCCs: As provided in Section 10.02 of the Concession Agreement between each of the PRCCs and Miami-Dade County, each PRCC shall pay MDAD the following amounts:

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- a) Until immediately before 12:01 AM on October 1, 2015, each PRCC other than the PRCCs identified in paragraph (c) below shall pay MDAD on a monthly basis the greater of nine percent (9%) of its gross revenues (as such percentage fee may be adjusted under Section 10.03(B) of the Concession Agreement) or one twelfth (1/12th) of its Minimum Annual Guarantee (MAG) then applicable to the PRCC;
- b) Effective as of 12:01 AM on October 1, 2015, each PRCC other than the PRCCs identified in paragraph (c) shall pay MDAD on a monthly basis the greater of ten percent (10%) of its gross revenues (as such percentage fee may be adjusted under Section 10.3(B) of the Concession Agreement), or 1/12th of the Minimum Annual Guarantee (MAG) then applicable to the PRCC;
- c) Until immediately before 12:01 AM on October 1, 2015, each PRCC identified in the First Amendment to the Memorandum of Understanding (MOU) shall pay MDAD on a monthly basis the greater of four and one-half percent (4 ½%) of its gross revenues (as such percentage fee may be adjusted under the First Amendment) or one twelfth (1/12th) of the PRCC's MAG;
- d) Effective as of 12:01 AM on October 1, 2015, each PRCC identified in paragraph (c) above shall pay MDAD on a monthly basis the greater of five percent (5%) of its gross revenues (as such percentage fee may be adjusted under the First Amendment) or one twelfth (1/12th) of the PRCC'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 applicable percentage 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. For Non-PRCCs: 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 be the fee paid to MDAD by the Non-PRCC, whether such fee is established under the Permit requirement of Operational Directive 24A, any Settlement Agreement applicable to the Non-PRCC's use of MIA, or any other applicable provision of law.
3. Mandated Fees:
 - a) As authorized by Section 25-4.1(f)(6) of the Code, the Aviation Director has determined that it is in the best interest of the Airport to require that the CFCs and percentage-of-gross-revenue charges payable to the County by a PRCC for

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the privilege of doing business at MIA should be mandated for rental car operations within or about the RCC.

- b) Each 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 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 to collect from its customer, through the mandated fee, the amount the company must ultimately pay MDAD as its 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 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 No. 24A, the Settlement Agreement, a Permit, and this OD No. 10-24C, 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. APPLICABLE OPERATIONAL DIRECTIVES:

A. Operational Directive No. 90-24:

Operational Directive No. 90-24, 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 OD No. 90-24 may continue to access the Terminal Building at MIA in the manner

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set forth in OD No. 90-24, upon payment of the fees required thereunder and in full compliance with the terms and conditions of OD No. 90-24.

B. Operational Directive No. 24A:

Operational Directive No. 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 OD No. 24A'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 No. 24A:

As reflected in the seventh paragraph of the Introduction to OD No. 24A, "the determination of whether off-airport parking lot operators will be permitted to use 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 Aviation Department 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 OD No. 24A, including the Permit Fee requirements, until such OD No. 24A is further amended.

D. Further Amendment to Operational Directive No. 10-24C:

The Aviation Department reserves the right to amend this OD No. 10-24C 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 Code of Miami-Dade County.

VII. NO SUNSET PROVISION:

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

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VIII. SEVERABILITY:

If any court of competent jurisdiction determines that any provision in this OD No. 10-24C is illegal or void, the remainder of the OD shall continue in full force and effect.

IX. CONFIRMATION OF REVOCATION OF OD NO. 24B:

Operational Directive No. 24B, relating to "Mandated Contract Fees for On-Airport Rental Companies" during the Interim Period for rental car operations at MIA, remains revoked in its entirety as of the RCC's Operational Date and time set forth in Section III above. The requirement for mandated fees, however, shall continue as provided in Section IV(C)(3) 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.

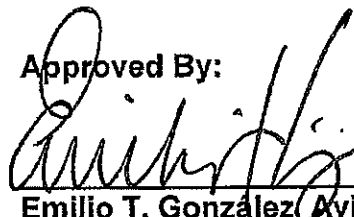
XI. CROSS REFERENCE:

See Ordinance No. 00-87 and any Resolutions referred to in this document, as well as Operational Directives No. 24A and 10-24C as amended herein.

Approved as to form
and legal sufficiency


Assistant County Attorney

Approved By:



Emilio T. Gonzalez, Aviation Director

Date: 5/11/15