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Miami Dade Aviation Department

P.O. Box 52664

Miami, FL 33152-6624

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

Operational Directive (OD) 13-02

Effective: 1/23/2013

SUBJECT: FEDERAL INSPECTION STATION (FIS) PASSENGER BAGGAGE HANDLING

PURPOSE: To establish the Miami-Dade Aviation Department's (MDAD) policy and criteria on baggage handling services provided within the Federal Inspection Stations at Miami International Airport.

I. AUTHORITY:

- A. Chapter 25 of the Miami-Dade County Code, Miami-Dade Aviation Department Rules and Regulations.
- B. Operational Directive 99-03, Miami-Dade Aviation Department Written Directive System.

II. DEFINITIONS:

- A. Consortium: An association of airlines with international air service collectively operating on a Concourse at Miami International Airport (MIA) at which a Federal Inspection Station is located, or on Concourses with access to a Federal Inspection Station.
- B. Federal Inspection Station (FIS): A facility at Commercial Airports where passengers entering the United States from foreign countries must be processed by federal customs and immigration officials before formally entering the United States. FIS facilities at MIA are located in the North Terminal (D), Central Terminal (E) and the South Terminal (J).

III. POLICY:

- A. Bag handling services in the areas leading to, and occurring within, the MIA FIS locations are extremely important for the efficient processing of incoming foreign passengers. MDAD will honor the right of an airline to engage in self-service of its incoming foreign bags to the MIA FIS facilities, but this right must be exercised solely through a consortium of international airlines on the concourse where the MIA FIS is located or on Concourses with access to the MIA FIS.
- B. The airlines making up the consortium must arrange among themselves for a third-party company to provide all bag handling services at, and in, the MIA FIS. At a minimum, such services must include (i) the supervision and control of all ground level tunnel areas leading to

the first carousel or belt, (ii) the off-loading of bags from bag carts onto the carousel or belt, (iii) the monitoring of the carousels in the MIA FIS to assure easy access to bags by foreign passengers, and (iv) the off-loading from the carousel or belt in the MIA FIS area of all bags not picked up by passengers and the relocation of such bags to an area designated by MDAD.

- C. If requested, MDAD may, at its discretion, allow one of the airlines of a consortium to provide the MIA FIS bag handling services itself on behalf of all airlines participating in the consortium, but only on the condition that, and only for so long as, the airline efficiently and fairly handles bags of all airlines in the consortium and allocates the costs to the consortium airlines in a fair and reasonable manner.
- D. If the airline consortium fails to provide the necessary bag handling services through a third-party service provider or through an airline member of the consortium, MDAD reserves the right to provide such services through a third-party service provider selected and paid for by MDAD, or through MDAD employees. In either case, MDAD will determine the method of allocating such costs to the airlines and the timing and method of the airlines' payment of such fees to MDAD.
- E. Airlines and service companies awarded the contract can elect to subcontract the FIS baggage handling services.
- F. Airlines with international passengers assigned to use a specific FIS must use the baggage handler awarded the contract for that FIS. As such, airlines cannot opt out of using the contracted baggage handler for that FIS.
- G. Billing and pricing may be based on arriving international seats of each airline using the FIS or such other objective criteria agreed to by the consortium of airlines using the FIS and the service contractor. MDAD will monitor all billing and pricing practices to assure that they are fair and reasonable.

IV. ENFORCEMENT:

If any airline or air carrier fails to comply with any applicable portion of this OD within a reasonable period of time, or has failed to diligently cure a violation within a stated period of time, MDAD may take appropriate action, including, but not limited to, terminating the lease agreement or the issuance of a Chapter 25 violation notice that may result in a monetary fine provided in Section 25-1.7.

V. EFFECTIVE DATE:

This OD shall become effective 15 days subsequent to its filing with the Clerk of the Circuit Court as Clerk of the County Commission. This OD shall remain in effect until revoked or modified.

VI. AMENDMENTS:

The Miami-Dade Aviation Department reserves the right to amend or cancel this OD at any time and from time to time. ODs currently in effect may be viewed at http://www.miami-airport.com/compliance_division.asp

VII. SEVERABILITY:

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

Approved By:



José Abreu, P.E., Aviation Director

Date:

12-27-12