

By the Committees on Appropriations; and Transportation; and
Senator Galvano

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1 A bill to be entitled
2 An act relating to the South Florida Regional
3 Transportation Authority; creating s. 343.545, F.S.;
4 defining terms; authorizing the South Florida Regional
5 Transportation Authority, in conjunction with the
6 operation of a certain commuter rail service, to have
7 the power to assume specified indemnification and
8 insurance obligations, subject to certain
9 requirements; amending s. 343.52, F.S.; defining the
10 term "department"; amending s. 343.53, F.S.;
11 conforming a cross-reference; amending s. 343.54,
12 F.S.; prohibiting the South Florida Regional
13 Transportation Authority from entering into,
14 extending, or renewing certain contracts or agreements
15 without the Department of Transportation's approval of
16 the authority's expenditures; amending s. 343.58,
17 F.S.; providing that certain funds constitute state
18 financial assistance for specified purposes; requiring
19 that certain funds be paid pursuant to a written
20 agreement between the department and the authority;
21 providing certain required terms for the written
22 agreement between the department and the authority;
23 authorizing the department to advance the authority
24 certain funding, subject to certain requirements;
25 requiring the authority to promptly provide the
26 department with any additional documentation or
27 information required by the department for its
28 evaluation of the proposed uses of certain state
29 funds; amending s. 341.302, F.S.; authorizing the

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30 department to agree to assume certain indemnification
31 and insurance obligations under certain circumstances;
32 providing an effective date.
33

34 Be It Enacted by the Legislature of the State of Florida:

35
36 Section 1. Section 343.545, Florida Statutes, is created to
37 read:

38 343.545 Power to assume indemnification and insurance
39 obligations; definitions.—

40 (1) As used in this section, the term:

41 (a) "All Aboard Florida" or "AAF" means All Aboard Florida
42 Operations, LLC, or its successors and assigns.

43 (b) "AAF intercity rail passenger" means any person,
44 ticketed or unticketed, using the AAF intercity passenger rail
45 service on the rail corridor:

46 1. On board trains, locomotives, rail cars, or rail
47 equipment employed in AAF intercity passenger rail service or
48 entraining thereon and detraining therefrom;

49 2. On or about the rail corridor for any purpose related to
50 the AAF intercity passenger rail service, including parking or
51 purchasing tickets therefor and coming to, waiting for, and
52 leaving from locomotives, rail cars, or rail equipment; or

53 3. Meeting, assisting, or in the company of any person
54 described in subparagraph 1. or subparagraph 2.

55 (c) "AAF rail corridor invitee" means any rail corridor
56 invitee who is an AAF intercity rail passenger or is otherwise
57 present on the rail corridor at the request of, pursuant to a
58 contract with, or otherwise for the purpose of doing business

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59 with or at the behest of AAF, including persons who are vendors
60 or employees of vendors at the MiamiCentral station or any other
61 station that AAF may construct on the rail corridor. The term
62 does not include patrons at any station, except those patrons
63 who are also AAF's intercity rail passengers; commercial or
64 residential tenants of the developments in and around the
65 stations or their invitees; or any third parties performing work
66 at a station or in the rail corridor, such as employees and
67 invitees of PI or related entities, utilities, and fiber optic
68 companies, or invitees or employees of the department or any
69 county or municipality.

70 (d) "Commuter rail passenger" means any person, ticketed or
71 unticketed, using the commuter rail service on the rail
72 corridor:

73 1. On board trains, locomotives, rail cars, or rail
74 equipment employed in commuter rail service or entraining
75 thereon and detraining therefrom;

76 2. On or about the rail corridor for any purpose related to
77 the commuter rail service, including parking or purchasing
78 tickets therefor and coming to, waiting for, and leaving from
79 locomotives, rail cars, or rail equipment; or

80 3. Meeting, assisting, or in the company of any person
81 described in subparagraph 1. or subparagraph 2.

82 (e) "Commuter rail service" means the operation of the
83 authority's trains transporting passengers and making frequent
84 stops within urban areas and their immediate suburbs along the
85 rail corridor for the purpose of passengers entraining and
86 detraining, and including the nonrevenue movement of trains for
87 storage or maintenance. The term does not include the operation

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88 of trains by AAF transporting passengers in intercity passenger
89 rail service between passenger rail stations established by AAF
90 at Miami-Dade, Fort Lauderdale, West Palm Beach, or future
91 stations, but shall include the provision of non-SFRTA commuter
92 rail service by AAF or a third party designated by AAF,
93 including SFRTA.

94 (f) "Florida East Coast Railway" or "FECR" means Florida
95 East Coast Railway, LLC, or its successors and assigns.

96 (g) "FECR rail corridor invitee" means any rail corridor
97 invitee who is present on the rail corridor at the request of,
98 pursuant to a contract with, or otherwise for the purpose of
99 doing business with or at the behest of FECR. The term does not
100 include patrons at any station; commercial or residential
101 tenants of the developments in and around the stations or their
102 invitees; or any third parties performing work at a station or
103 in the rail corridor, such as employees and invitees of PI or
104 related entities, utilities, and fiber optic companies or
105 others, or invitees or employees of the department or any county
106 or municipality.

107 (h) "Freight rail service" means any and all uses and
108 purposes that are ancillary or related to current and future
109 freight rail operations on, along, over, under, and across the
110 rail corridor, including operating trains, rail cars, business
111 cars, locomotives, hi-rail vehicles, and other rail equipment
112 for the movement of freight in overhead and local service;
113 interchanging rail cars with other freight railroads; providing
114 pickups, setoffs, transloading services, or storage in transit;
115 and any and all other activities that are ancillary or related
116 to the transportation of freight on or along the rail corridor.

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117 (i) "Intercity passenger rail service" means all passenger
118 service on the rail corridor other than commuter rail service
119 and is characterized by trains making less frequent stops along
120 the rail corridor than the commuter rail service makes.

121 (j) "Joint infrastructure" means any portion or segment of
122 the rail corridor which does not contain tracks or
123 infrastructure designated for the exclusive use of the
124 authority, AAF, or FECR and portions of the MiamiCentral station
125 used by both AAF and SFRTA, including, but not limited to,
126 stairs, elevators, and escalators.

127 (k) "Limited covered accident" means:

128 1. A collision directly between the trains, locomotives,
129 rail cars, or rail equipment of SFRTA and FECR only, where the
130 collision is caused by or arising from the willful misconduct of
131 FECR or its subsidiaries, agents, licensees, employees,
132 officers, or directors, as adjudicated pursuant to a final and
133 unappealable court order, or if punitive damages or exemplary
134 damages are awarded due to the conduct of FECR or its
135 subsidiaries, agents, licensees, employees, officers, or
136 directors, as adjudicated pursuant to a final and unappealable
137 court order; or

138 2. A collision directly between the trains, locomotives,
139 rail cars, or rail equipment of SFRTA and AAF only, if the
140 collision is caused by or arising from the willful misconduct of
141 AAF or its subsidiaries, agents, licensees, employees, officers,
142 or directors, as adjudicated pursuant to a final and
143 unappealable court order, or if punitive damages or exemplary
144 damages are awarded due to the conduct of AAF or its
145 subsidiaries, agents, licensees, employees, officers, or

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146 directors, as adjudicated pursuant to a final and unappealable
147 court order.

148 (l) "MiamiCentral" means the primary All Aboard Florida
149 station located in downtown Miami, which includes exclusive
150 areas used by the authority for commuter rail service.

151 (m) "Non-SFRTA commuter rail service" means AAF's
152 operation, or an AAF third-party designee's operation, of trains
153 in any commuter rail service on the rail corridor which is not
154 SFRTA's commuter rail service. The term does not include:

155 1. Any service operated by the authority between the
156 MiamiCentral station and any stations in Miami-Dade County,
157 Broward County, Palm Beach County, or points north on the FECR
158 rail corridor; and

159 2. SFRTA's commuter rail service on the South Florida Rail
160 Corridor owned by the department.

161 (n) "Non-SFRTA commuter rail service operator" means the
162 operator of any non-SFRTA commuter rail service.

163 (o) "Other train" means a train that is not SFRTA's train,
164 FECR's train, AAF's train, a train of a non-SFRTA commuter rail
165 service operator, or a train of any other operator of intercity
166 rail passenger service and must be treated as a train of the
167 entity that made the initial request for the train to operate on
168 the rail corridor.

169 (p) "PI" means FDG Flagler Station II, LLC, which has an
170 easement on the rail corridor for nonrail uses.

171 (q) "Rail corridor" means the portion of a linear
172 contiguous strip of real property which is used for rail service
173 and owned by FECR or owned or controlled by AAF. The term
174 applies only when the authority has, by contract, assumed the

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175 obligation to forever protect, defend, indemnify, and hold
176 harmless FECR, AAF, or their successors, in accordance with
177 subsection (2), and acquired an easement interest, a lease, a
178 right to operate, or a right of access. The term includes
179 structures essential to railroad operations, including the land,
180 structures, improvements, rights-of-way, easements, rail lines,
181 rail beds, guideway structures, switches, yards, parking
182 facilities, power relays, switching houses, rail stations, any
183 ancillary development, and any other facilities or equipment
184 used for the purposes of construction, operation, or maintenance
185 of a railroad that provides rail service.

186 (r) "Rail corridor invitee" means any person who is on or
187 about the rail corridor in which the AAF, SFRTA, or non-SFRTA
188 commuter rail service operator has an easement interest, a
189 lease, a right to operate, or a right of access and who is:

190 1. Present at the behest of an AAF, an SFRTA, an FECR, or
191 the non-SFRTA commuter rail service operator for any purpose;

192 2. Otherwise entitled to be on or about the rail corridor;

193 or

194 3. Meeting, assisting, or in the company of a person
195 described in subparagraph 1. or subparagraph 2.

196 (s) "SFRTA" means the South Florida Regional Transportation
197 Authority.

198 (t) "SFRTA rail corridor invitee" means any rail corridor
199 invitee who is SFRTA's commuter rail passenger or is otherwise
200 present on the rail corridor at the request of, pursuant to a
201 contract with, for the purpose of doing business with, or at the
202 behest of SFRTA. The term does not include patrons at any
203 station, except those patrons who are also SFRTA's commuter rail

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204 passengers; any person present on the rail corridor who is a
205 patron of the non-SFRTA commuter rail service or is meeting or
206 assisting a person who is a patron of the non-SFRTA commuter
207 rail service; commercial or residential tenants of the
208 developments in and around the stations or their invitees; or
209 any third parties performing work at a station or in the rail
210 corridor, such as employees and invitees of PI or related
211 entities, utilities, and fiber optic companies or others or
212 invitees or employees of the department or any county or
213 municipality.

214 (2) The authority, in conjunction with the operation of a
215 commuter rail service on a rail corridor, has the power to
216 assume the following obligations:

217 (a) To indemnify AAF and FECR in accordance with the terms
218 specified in this paragraph for so long as AAF and FECR or their
219 successors in interest agree to indemnify the authority in
220 accordance with the terms specified in this paragraph.

221 1. Except as specifically provided in this paragraph, the
222 authority shall protect, defend, indemnify, and hold harmless
223 FECR, its officers, agents, employees, successors, and assigns
224 from and against any liability, cost, and expense, including,
225 but not limited to, SFRTA's commuter rail passengers and rail
226 corridor invitees in, on, or about the rail corridor, regardless
227 of whether the loss, damage, destruction, injury, or death
228 giving rise to any such liability, cost, or expense is caused in
229 whole or in part, and to whatever nature or degree, by the
230 fault, failure, negligence, misconduct, nonfeasance, or
231 misfeasance of FECR or its officers, agents, employees,
232 successors, and assigns;

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233 2. Except as specifically provided in this paragraph, the
234 authority shall protect, defend, indemnify, and hold harmless
235 AAF and its officers, agents, employees, successors, and assigns
236 from and against any liability, cost, and expense, including,
237 but not limited to, SFRTA commuter rail passengers and SFRTA
238 rail corridor invitees in, on, or about the rail corridor,
239 regardless of whether the loss, damage, destruction, injury, or
240 death giving rise to any such liability, cost, or expense is
241 caused in whole or in part, and to whatever nature or degree, by
242 the fault, failure, negligence, misconduct, nonfeasance, or
243 misfeasance of AAF or its officers, agents, employees,
244 successors, and assigns; or

245 3. The assumption of liability by the authority may not in
246 any instance exceed the following parameters of allocation of
247 risk:

248 a. The authority shall be solely responsible for any loss,
249 injury, or damage to SFRTA commuter rail passengers, or to SFRTA
250 rail corridor invitees or trespassers, other than passengers or
251 invitees of the non-SFRTA commuter rail service, regardless of
252 circumstances or cause, subject to the terms and provisions of
253 this paragraph.

254 b. FECR shall, with respect to a limited covered accident,
255 protect, defend, and indemnify SFRTA for the amount of the self-
256 insurance retention account.

257 c. AAF shall, with respect to a limited covered accident,
258 protect, defend, and indemnify SFRTA for the amount of the self-
259 insurance retention account.

260 d. When only one train is involved in an incident,
261 including incidents with trespassers or at at-grade crossings,

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262 the authority shall be solely responsible for any loss, injury,
263 or damage if the train is an SFRTA train.

264 e. When an incident occurs with only FECR's train involved,
265 including incidents with trespassers or at at-grade crossings,
266 FECR shall be solely responsible for any loss, injury, or
267 damage, except for SFRTA's commuter rail passengers, SFRTA
268 employees, and SFRTA rail corridor invitees.

269 f. When an incident occurs with only AAF's train involved,
270 including incidents with trespassers or at at-grade crossings,
271 AAF shall be solely responsible for any loss, injury, or damage,
272 except for SFRTA's commuter rail passengers, SFRTA employees,
273 and SFRTA rail corridor invitees.

274 g. For the purposes of this paragraph:

275 (I) An "other train" shall be treated as the train of the
276 entity that made the initial request for the train to operate on
277 the rail corridor.

278 (II) In an incident involving any other train that is not
279 an SFRTA train, the other train shall be treated as an SFRTA
280 train solely for purposes of any allocation of liability
281 between:

282 (A) SFRTA and FECR. SFRTA and FECR shall share
283 responsibility equally as to third parties outside the rail
284 corridor who incur loss, injury, or damage as a result of any
285 incident involving both SFRTA's train and FECR's train and the
286 allocation as between SFRTA and FECR, regardless of whether the
287 other train is treated as an SFRTA train, shall remain one-half
288 each as to third parties outside the rail corridor who incur
289 loss, injury, or damage as a result of the incident. The
290 involvement of any other train shall not alter the sharing of

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291 equal responsibility as to third parties outside the rail
292 corridor who incur loss, injury, or damage as a result of the
293 incident.

294 (B) SFRTA and AAF. SFRTA and AAF shall share responsibility
295 equally as to third parties outside the rail corridor who incur
296 loss, injury, or damage as a result of any incident involving
297 both an SFRTA train and AAF's train and the allocation as
298 between SFRTA and AAF, regardless of whether the other train is
299 treated as an SFRTA train, shall remain one-half each as to
300 third parties outside the rail corridor who incur loss, injury,
301 or damage as a result of the incident. The involvement of any
302 other train shall not alter the sharing of equal responsibility
303 as to third parties outside the rail corridor who incur loss,
304 injury, or damage as a result of the incident.

305 h. When more than one train is involved in an incident:

306 (I) If only an SFRTA train and a FECR train, or only an
307 other train that is an SFRTA train by definition and a FECR
308 train, are involved in an incident, SFRTA shall be responsible
309 for its property, all SFRTA's commuter rail passengers, SFRTA
310 employees, and SFRTA rail corridor invitees. FECR shall be
311 responsible for its property and all of its employees and FECR
312 rail corridor invitees. SFRTA and FECR shall each share one-half
313 responsibility as to the joint infrastructure and rail corridor
314 invitees who are not SFRTA rail corridor invitees or FECR rail
315 corridor invitees, including, but not limited to, trespassers or
316 third parties outside the rail corridor who incur loss, injury,
317 or damage as a result of the incident.

318 (II) If only an SFRTA train and an AAF train, or only an
319 other train that is by definition an SFRTA train and an AAF

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320 train, are involved in an incident, SFRTA shall be responsible
321 for its property, all SFRTA's commuter rail passengers, SFRTA
322 employees, and SFRTA rail corridor invitees. AAF shall be
323 responsible for its property and all of its employees, AAF's
324 intercity rail passengers, and AAF rail corridor invitees. SFRTA
325 and AAF shall each share one-half responsibility as to the joint
326 infrastructure and rail corridor invitees who are not SFRTA rail
327 corridor invitees or AAF rail corridor invitees, including, but
328 not limited to, trespassers or third parties outside the rail
329 corridor who incur loss, injury, or damage as a result of the
330 incident.

331 (III) If a FECR train, an SFRTA train, and an AAF train are
332 involved in an incident, SFRTA shall be responsible for its
333 property, all SFRTA's commuter rail passengers, SFRTA employees,
334 and SFRTA rail corridor invitees. AAF shall be responsible for
335 its property and all of its employees, AAF's intercity rail
336 passengers, and AAF rail corridor invitees. FECR shall be
337 responsible for its property and all of its employees and FECR
338 rail corridor invitees. SFRTA, FECR, and AAF shall each share
339 one-third responsibility as to the joint infrastructure and rail
340 corridor invitees who are not SFRTA rail corridor invitees, AAF
341 rail corridor invitees, or FECR rail corridor invitees,
342 including, but not limited to, trespassers or third parties
343 outside the rail corridor who incur loss, injury, or damage as a
344 result of the incident.

345 (IV) If an SFRTA train, a FECR train, and an AAF train are
346 involved in an incident, the allocation of liability among
347 SFRTA, FECR, and AAF shall be one-third each as to third parties
348 outside the rail corridor who incur loss, injury, or damage as a

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349 result of the incident.

350 (V) If an SFRTA train, a FECR train, and any other train
351 are involved in an incident, the allocation of liability among
352 SFRTA, FECR, and the other train shall be one-third each as to
353 third parties outside the rail corridor who incur loss, injury,
354 or damage as a result of the incident.

355 (VI) If an SFRTA train, an AAF train, and any other train
356 are involved in an incident, the allocation of liability among
357 SFRTA, AAF, and the other train shall be one-third each as to
358 third parties outside the rail corridor who incur loss, injury,
359 or damage as a result of the incident.

360 i. Notwithstanding anything to the contrary set forth in
361 this paragraph, SFRTA is not obligated to indemnify FECR and AAF
362 for any amount in excess of the insurance coverage limit.
363 Whether or not SFRTA maintains the insurance coverage required
364 pursuant to paragraph (b) to cover the indemnification
365 obligations of this paragraph, SFRTA shall remain responsible
366 for the indemnification obligations set forth in this paragraph
367 up to the insurance coverage limit.

368 j. If the non-SFRTA commuter rail service is provided by an
369 entity under contract with AAF, SFRTA may elect, at its sole
370 discretion, to provide the same insurance coverage and to
371 indemnify and hold harmless any non-SFRTA commuter rail service
372 operator to the same extent that it provides such insurance or
373 indemnification to AAF pursuant to this section.

374 (b) To purchase railroad liability insurance of \$295
375 million per occurrence, which amount shall be adjusted in
376 accordance with applicable law up to the insurance coverage
377 limit, with a \$5 million self-insurance retention account that

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378 shall be composed of and defined as the "SFRTA insurance
379 program." The SFRTA insurance program may, at SFRTA's sole
380 discretion, cover the obligations described in this section or
381 any other service operated by SFRTA on a rail corridor. Because
382 the self-insurance retention account is a part of the SFRTA
383 insurance program, all definitions, terms, conditions,
384 restrictions, exclusions, obligations, and duties included in
385 any and all of the policies of insurance procured by SFRTA for
386 the SFRTA insurance program shall apply to the self-insurance
387 retention account and its application to claims against the
388 applicable insureds. SFRTA shall name FECR and AAF as insureds
389 on any policies it procures pursuant to this section at no cost
390 to AAF and FECR and ensure that all policies shall have a waiver
391 of exclusion for punitive damages and coverage for claims made
392 pursuant to the Federal Employers Liability Act, 45 U.S.C. s. 51
393 et seq. Such policies must also include terrorism coverage,
394 pollution coverage, including, but not limited to, coverage
395 applicable in the event of a railroad accident, a derailment, or
396 an overturn, and evacuation expense coverage.

397 Section 2. Section 343.52, Florida Statutes, is reordered
398 and amended to read:

399 343.52 Definitions.—As used in this part, the term:

400 (2)~~(1)~~ "Authority" means the South Florida Regional
401 Transportation Authority.

402 (3)~~(2)~~ "Board" means the governing body of the authority.

403 (1)~~(3)~~ "Area served" means Miami-Dade, Broward, and Palm
404 Beach Counties. However, this area may be expanded by mutual
405 consent of the authority and the board of county commissioners
406 of Monroe County. The authority may not expand into any

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407 additional counties without the department's prior written
408 approval.

409 (4) "Department" means the Department of Transportation.

410 (8)~~(4)~~ "Transit system" means a system used for the
411 transportation of people and goods by means of, without
412 limitation, a street railway, an elevated railway having a fixed
413 guideway, a commuter railroad, a subway, motor vehicles, or
414 motor buses, and includes a complete system of tracks, stations,
415 and rolling stock necessary to effectuate passenger service to
416 or from the surrounding regional municipalities.

417 (7)~~(5)~~ "Transit facilities" means property, avenues of
418 access, equipment, or buildings built and installed in Miami-
419 Dade, Broward, and Palm Beach Counties which are required to
420 support a transit system.

421 (6) "Member" means the individuals constituting the board.

422 (5)~~(7)~~ "Feeder transit services" means a transit system
423 that transports passengers to or from stations within or across
424 counties.

425 Section 3. Paragraph (d) of subsection (2) of section
426 343.53, Florida Statutes, is amended to read:

427 343.53 South Florida Regional Transportation Authority.—

428 (2) The governing board of the authority shall consist of
429 10 voting members, as follows:

430 (d) If the authority's service area is expanded pursuant to
431 s. 343.54(6) ~~s. 343.54(5)~~, the county containing the new service
432 area shall have two members appointed to the board as follows:

433 1. The county commission of the county shall elect a
434 commissioner as that commission's representative on the board.
435 The commissioner must be a member of the county commission when

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436 elected and for the full extent of his or her term.

437 2. The Governor shall appoint a citizen member to the board
438 who is not a member of the county commission but who is a
439 resident and a qualified elector of that county.

440 Section 4. Present subsections (4) and (5) of section
441 343.54, Florida Statutes, are renumbered as subsections (5) and
442 (6), respectively, and a new subsection (4) is added to that
443 section, to read:

444 343.54 Powers and duties.—

445 (4) Notwithstanding any other provision of this part, the
446 authority may not enter into, extend, or renew any contract or
447 other agreement that may be funded, in whole or in part, with
448 funds provided by the department without the prior review and
449 written approval by the department of the authority's proposed
450 expenditures.

451 Section 5. Paragraph (c) of subsection (4) of section
452 343.58, Florida Statutes, is amended to read:

453 343.58 County funding for the South Florida Regional
454 Transportation Authority.—

455 (4) Notwithstanding any other provision of law to the
456 contrary and effective July 1, 2010, until as provided in
457 paragraph (d), the department shall transfer annually from the
458 State Transportation Trust Fund to the South Florida Regional
459 Transportation Authority the amounts specified in subparagraph
460 (a)1. or subparagraph (a)2.

461 (c)1. Funds provided to the authority by the department
462 under this subsection constitute state financial assistance
463 provided to a nonstate entity to carry out a state project
464 subject to the provisions of s. 215.97 and s. 215.971. The

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465 department shall provide the funds in accordance with the terms
466 of a written agreement to be entered into between the authority
467 and the department which shall provide for department review,
468 approval and audit of authority expenditure of such funds, and
469 shall include such other provisions as are required by
470 applicable law. The department is specifically authorized to
471 agree to advance the authority one-fourth of the total funding
472 provided under this subsection for a state fiscal year at the
473 beginning of each state fiscal year, with monthly payments over
474 the fiscal year on a reimbursement basis as supported by
475 invoices and such additional documentation and information as
476 the department may reasonably require, and a reconciliation of
477 the advance against remaining invoices in the last quarter of
478 the fiscal year may not be committed by the authority without
479 the approval of the department, which may not be unreasonably
480 withheld. At least 90 days before advertising any procurement or
481 renewing any existing contract that will rely on state funds for
482 payment, the authority shall notify the department of the
483 proposed procurement or renewal and the proposed terms thereof.
484 If the department, within 60 days after receipt of notice,
485 objects in writing to the proposed procurement or renewal,
486 specifying its reasons for objection, the authority may not
487 proceed with the proposed procurement or renewal. Failure of the
488 department to object in writing within 60 days after notice
489 shall be deemed consent. This requirement does not impair or
490 cause the authority to cancel contracts that exist as of June
491 30, 2012.

492 2. To enable the department to evaluate the authority's
493 proposed uses of state funds, the authority shall annually

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494 provide the department with its proposed budget for the
495 following authority fiscal year and shall promptly provide the
496 department with any additional documentation or information
497 required by the department for its evaluation of the proposed
498 uses of the state funds.

499 Section 6. Paragraph (d) is added to subsection (17) of
500 section 341.302, Florida Statutes, to read:

501 341.302 Rail program; duties and responsibilities of the
502 department.—The department, in conjunction with other
503 governmental entities, including the rail enterprise and the
504 private sector, shall develop and implement a rail program of
505 statewide application designed to ensure the proper maintenance,
506 safety, revitalization, and expansion of the rail system to
507 assure its continued and increased availability to respond to
508 statewide mobility needs. Within the resources provided pursuant
509 to chapter 216, and as authorized under federal law, the
510 department shall:

511 (17) In conjunction with the acquisition, ownership,
512 construction, operation, maintenance, and management of a rail
513 corridor, have the authority to:

514 (d) Without altering any of the rights granted to the
515 department under this section, agree to assume the obligations
516 to indemnify and insure, pursuant to s. 343.545, freight rail
517 service, intercity passenger rail service, and commuter rail
518 service on a department-owned rail corridor, whether ownership
519 is in fee or by easement, or on a rail corridor where the
520 department has the right to operate.

521
522 Neither the assumption by contract to protect, defend,

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523 indemnify, and hold harmless; the purchase of insurance; nor the
524 establishment of a self-insurance retention fund shall be deemed
525 to be a waiver of any defense of sovereign immunity for torts
526 nor deemed to increase the limits of the department's or the
527 governmental entity's liability for torts as provided in s.
528 768.28. The requirements of s. 287.022(1) shall not apply to the
529 purchase of any insurance under this subsection. The provisions
530 of this subsection shall apply and inure fully as to any other
531 governmental entity providing commuter rail service and
532 constructing, operating, maintaining, or managing a rail
533 corridor on publicly owned right-of-way under contract by the
534 governmental entity with the department or a governmental entity
535 designated by the department. Notwithstanding any law to the
536 contrary, procurement for the construction, operation,
537 maintenance, and management of any rail corridor described in
538 this subsection, whether by the department, a governmental
539 entity under contract with the department, or a governmental
540 entity designated by the department, shall be pursuant to s.
541 287.057 and shall include, but not be limited to, criteria for
542 the consideration of qualifications, technical aspects of the
543 proposal, and price. Further, any such contract for design-build
544 shall be procured pursuant to the criteria in s. 337.11(7).

545 Section 7. This act shall take effect July 1, 2017.