A bill to be entitled

An act relating to claims against the government; amending s. 768.28, F.S.; increasing the statutory limits on the liability of the state and its agencies and subdivisions for tort claims; revising exceptions relating to instituting actions on tort claims against the state or one of its agencies or subdivisions; revising the period after which the failure of certain entities to make a final disposition of a claim shall be deemed a final denial of the claim for certain purposes; revising the statute of limitations for tort claims against the state or one of its agencies or subdivisions and exceptions thereto; deleting obsolete language; making technical changes; providing applicability; amending ss. 29.0081, 39.8297, 343.811, and 944.713, F.S.; conforming cross references; conforming provisions to changes made by the act; reenacting ss. 45.061(5), 95.11(6)(f), 110.504(4), 111.071(1)(a), 125.01015(2)(b), 163.01(3)(h) and (15)(k), 190.043, 213.015(13), 252.51, 252.89, 252.944, 260.0125(2), 284.31, 284.38, 322.13(1)(b), 337.19(1), 341.302(17), 343.811(3), 351.03(4)(c), 373.1395(6), 375.251(3)(a), 381.0056(9), 393.075(3), 394.9085(7), 395.1055(10)(g), 403.706(17)(c), 409.175(15)(b), 409.993(1), (2)(a), and (3)(a), 420.504(8), 455.221(3), 455.32(5), 456.009(3), 456.076(15)(a), 471.038(3), 472.006(11)(b), 497.167(7), 513.118(2), 548.046(1), 556.106(8), 589.19(4)(e), 627.7491(3) and (4), 723.0611(2)(c), 760.11(5), 766.1115(4), 766.112(2), 768.1355(3), 768.1382(7), 768.295(4), 946.5026, 946.514(3), 961.06(8), 984.09(3), 1002.33(12)(h), 1002.333(6)(b), 1002.34(17), 1002.37(2), 1002.55(3)(l), 1002.83(10), 1002.88(1)(p), 1006.24(1), and 1006.261(2)(b), F.S., relating to offers of settlement; limitations other than for the recovery of real property; volunteer benefits; payment of judgments or settlements against certain public officers or employees; office of the sheriff; the Florida Interlocal Cooperation Act of 1969; suits against community development districts; taxpayer rights; liability; tort liability; tort liability; limitation on liability of private landowners whose property is designated as part of the statewide system of greenways and trails; scope and types of coverages; effect of waiver of sovereign immunity; driver license examiners; suits by and against the Department of Transportation; rail program; power to assume indemnification and insurance obligations; railroad-highway grade-crossing warning signs and signals; limitation on liability of a water management district with respect to areas made available to the public for recreational purposes without charge; limitation on liability of persons making available to the public certain areas for recreational purposes without charge; school health services program; general liability coverage; behavioral provider liability; rules and enforcement; local government solid waste responsibilities; licensure of family foster homes, residential child-caring agencies, and child-placing agencies; lead agencies and subcontractor liability; the Florida Housing Finance Corporation; legal and investigative services; the Management Privatization Act; legal and investigative services; impaired practitioner programs; the Florida Engineers Management Corporation; the Department of Agriculture and Consumer Services; administrative matters; conduct on premises and refusal of service; physician's attendance at match; liability of the member operator, excavator, and system; creation of certain state forests, naming of certain state forests, and the Operation Outdoor Freedom Program; official law enforcement vehicles and motor vehicle insurance requirements; the Florida Mobile Home Relocation Corporation; administrative and civil remedies and construction; health care providers and creation of agency relationship with governmental contractors; comparative fault; the Florida Volunteer Protection Act; streetlights, security lights, and other similar illumination and limitation on liability; Strategic Lawsuits Against Public Participation (SLAPP) prohibited; sovereign immunity in tort actions; liability of corporation for inmate injuries; compensation for wrongful incarceration; punishment for contempt of court and alternative sanctions; charter schools; persistently low-performing schools; charter technical career centers; the Florida Virtual School; school-year prekindergarten program delivered by private prekindergarten providers; early learning coalitions; school readiness program provider standards and eligibility to deliver the school readiness program; tort liability and liability insurance; and use of school buses for public purposes, respectively, to incorporate changes made to s. 768.28, F.S., in references thereto; providing an effective date.

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

Section 1. Section 768.28, Florida Statutes, is amended to read:

768.28 Waiver of sovereign immunity in tort actions; recovery limits; civil liability for damages caused during a riot; limitation on attorney fees; statute of limitations; exclusions; indemnification; risk management programs.—

(1) In accordance with s. 13, Art. X of the State Constitution, the state, for itself and for its agencies or subdivisions, hereby waives sovereign immunity for liability for torts, but only to the extent specified in this section ~~act~~. Actions at law against the state or any of its agencies or subdivisions to recover damages in tort for money damages against the state or its agencies or subdivisions for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the agency or subdivision while acting within the scope of the employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant, in accordance with the general laws of this state, may be prosecuted subject to the limitations specified in this section ~~act~~. Any authorized ~~such~~ action may be brought in the county where the property in litigation is located or, if the affected agency or subdivision has an office in the ~~such~~ county for the transaction of its customary business, where the cause of action accrued. However, an ~~any~~ ~~such~~ action against a state university board of trustees must

~~shall~~ be brought in the county in which that university's main campus is located or in the county in which the cause of action accrued if the university maintains ~~therein~~ a substantial presence for the transaction of its customary business in that county.

(2) As used in this act, "state agencies or subdivisions" include the executive departments, the Legislature, the judicial branch (including public defenders), and the independent establishments of the state, including state university boards of trustees; counties and municipalities; and corporations primarily acting as instrumentalities or agencies of the state, counties, or municipalities, including the Florida Space Authority.

(3) Except for a municipality and the Florida Space Authority, the affected agency or subdivision may, at its discretion, request the assistance of the Department of Financial Services in the consideration, adjustment, and settlement of any claim under this section ~~act~~.

(4) Subject to the provisions of this section, any state agency or subdivision may ~~shall have the right to~~ appeal any award, compromise, settlement, or determination to the court of appropriate jurisdiction.

(5)(a) The state and its agencies and subdivisions are ~~shall be~~ liable for tort claims in the same manner and to the same extent as a private individual under like circumstances, but liability may ~~shall~~ not include punitive damages or interest for the period before judgment. ~~Neither~~ The state and ~~nor~~ its agencies or subdivisions are not ~~shall be~~ liable to pay a claim or a judgment by any one person which exceeds the sum of $350,000 ~~$200,000~~ or any claim or judgment, or portions of a claim or judgment ~~thereof~~, which, when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceeds the sum of $500,000 ~~$300,000~~. However, a judgment or judgments may be claimed and rendered in excess of these amounts and may be settled and paid pursuant to this section ~~act~~ up to $350,000 ~~$200,000~~ or $500,000. Any ~~$300,000, as the case may be; and that~~ portion of the judgment that exceeds these amounts may be reported to the Legislature, but may be paid in part or in whole only by further act of the Legislature.

(b) Notwithstanding the limited waiver of sovereign immunity in paragraph (a) ~~provided herein~~, the state or an agency or subdivision of the state ~~thereof~~ may agree, within the limits of insurance coverage provided, to settle a claim made or a judgment rendered against it without further action by the Legislature, but the state or agency or subdivision of the state may ~~thereof shall~~ not be deemed to have waived any defense of sovereign immunity or to have increased the limits of its liability as a result of its obtaining insurance coverage for tortious acts in excess of the $350,000 ~~$200,000~~ or $500,000

~~$300,000~~ waiver in paragraph (a) ~~provided above~~.

(c) The limitations of liability ~~set forth~~ in this subsection ~~shall~~ apply to the state and its agencies and subdivisions whether or not the state or its agencies or subdivisions possessed sovereign immunity before July 1, 1974.

(d) ~~(b)~~ A municipality has a duty to allow the municipal law enforcement agency to respond appropriately to protect persons and property during a riot or an unlawful assembly based on the availability of adequate equipment to its municipal law enforcement officers and relevant state and federal laws. If the governing body of a municipality or a person authorized by the governing body of the municipality breaches that duty, the municipality is civilly liable for any damages, including damages arising from personal injury, wrongful death, or property damages proximately caused by the municipality's breach of duty. The sovereign immunity recovery limits in paragraph (a) do not apply to an action under this paragraph.

(6)(a) An action may not be instituted on a claim against the state or one of its agencies or subdivisions unless the claimant presents the claim in writing to the appropriate agency, and also, except as to any claim against a municipality, county, or the Florida Space Authority, presents the ~~such~~ claim in writing to the Department of Financial Services, within 18 months ~~3 years~~ after the ~~such~~ claim accrues and the Department of Financial Services or the appropriate agency denies the claim in writing; except that, if:

1. The ~~Such~~ claim is for contribution pursuant to s. 768.31, it must be ~~so~~ presented within 6 months after the judgment against the tortfeasor seeking contribution has become final by lapse of time for appeal or after appellate review or, if there is no final ~~such~~ judgment, within 6 months after the tortfeasor seeking contribution has either discharged the common liability by payment or agreed, while the action is pending against her or him, to discharge the common liability; or

2. The ~~Such~~ action arises from a violation of s. 794.011 involving a victim who was younger than 16 years of age at the time of the act, the claimant may present the claim in writing at any time. This subparagraph applies to any action other than an action that would have been time barred on or before October 1, 2026 ~~is for wrongful death, the claimant must present the claim in writing to the Department of Financial Services within 2 years after the claim accrues~~.

(b) For purposes of this section, the requirements of notice to the agency and denial of the claim pursuant to paragraph (a) are conditions precedent to maintaining an action but may ~~shall~~ not be deemed to be elements of the cause of action and do ~~shall~~ not affect the date on which the cause of action accrues.

(c) The claimant shall also provide to the agency the claimant's date and place of birth and social security number if the claimant is an individual, or a federal identification number if the claimant is not an individual. The claimant shall also state the case style, tribunal, the nature and amount of all adjudicated penalties, fines, fees, victim restitution fund, and other judgments in excess of $200, whether imposed by a civil, criminal, or administrative tribunal, owed by the claimant to the state, its agency, officer or subdivision. If there exists no prior adjudicated unpaid claim in excess of $200, the claimant shall so state.

(d) For purposes of this section, complete, accurate, and timely compliance with the requirements of paragraph (c) must ~~shall~~ occur before ~~prior to~~ settlement payment, close of discovery, or commencement of trial, whichever is earlier ~~sooner~~; provided the ability to plead setoff is not precluded by the delay. This setoff applies ~~shall apply~~ only against that part of the settlement or judgment payable to the claimant, minus claimant's reasonable attorney ~~attorney's~~ fees and costs. Incomplete or inaccurate disclosure of unpaid adjudicated claims due the state, or~~,~~ its agency, officer, or subdivision, may be excused by the court upon a showing by the preponderance of the evidence of the claimant's lack of knowledge of an adjudicated claim and reasonable inquiry by, or on behalf of, the claimant to obtain the information from public records. Unless the appropriate agency had actual notice of the information required to be disclosed by paragraph (c) in time to assert a setoff, an unexcused failure to disclose shall, upon hearing and order of court, cause the claimant to be liable for double the original undisclosed judgment and, upon further motion, the court shall enter judgment for the agency in that amount. Except as provided otherwise in this subsection, the failure of the Department of Financial Services or the appropriate agency to make final disposition of a claim within 4 ~~6~~ months after it is filed shall be deemed a final denial of the claim for purposes of this section. For purposes of this subsection, in medical malpractice actions and in wrongful death actions, the failure of the Department of Financial Services or the appropriate agency to make final disposition of a claim within 90 days after it is filed shall be deemed a final denial of the claim. The statute of limitations ~~for medical malpractice actions and wrongful death actions~~ is tolled as to all prospective defendants for the period of time taken by the Department of Financial Services or the appropriate agency to deny the claim. ~~The provisions of~~ This subsection does ~~do~~ not apply to ~~such~~ claims that ~~as~~ may be asserted by counterclaim pursuant to s. 768.14.

(7) In actions brought pursuant to this section, process must ~~shall~~ be served upon the head of the agency concerned and also, except as to a defendant municipality, county, or the Florida Space Authority, upon the Department of Financial Services. ~~; and~~ The department or the agency served has ~~concerned shall have~~ 30 days within which to file responsive pleadings

~~plead thereto~~.

(8) An ~~No~~ attorney may not charge, demand, receive, or collect, for services rendered, fees in excess of 25 percent of any funds recovered as a result of judgment or settlement.

(9)(a) An officer, employee, or agent of the state or of any of its subdivisions may not be held personally liable in tort or named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of her or his employment or function, unless the ~~such~~ officer, employee, or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. However, the ~~such~~ officer, employee, or agent shall be considered an adverse witness in a tort action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of her or his employment or function. The exclusive remedy for injury or damage suffered as a result of an act, event, or omission of an officer, employee, or agent of the state or any of its subdivisions or constitutional officers is by action against the governmental entity, or the head of such entity in her or his official capacity, or the constitutional officer of which the officer, employee, or agent is an employee, unless the ~~such~~ act or omission was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The state or its subdivisions are not liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of her or his employment or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

(b) As used in this subsection, the term:

1. "Employee" includes any volunteer firefighter.

2. "Officer, employee, or agent" includes, but is not limited to, any health care provider when providing services pursuant to s. 766.1115; any nonprofit independent college or university located and chartered in this state which owns or operates an accredited medical school, and its employees or agents, when providing patient services pursuant to paragraph (10)(f); any public defender or her or his employee or agent, including an assistant public defender or an investigator; and any member of a Child Protection Team, as defined in s. 39.01, or any member of a threat management team, as described in s. 1006.07(7), when carrying out her or his duties as a team member under the control, direction, and supervision of the state or any of its agencies or subdivisions.

(c) For purposes of the waiver of sovereign immunity only, a member of the Florida National Guard is not acting within the scope of state employment when performing duty under the provisions of Title 10 or Title 32 of the United States Code or other applicable federal law; and ~~neither~~ the state or ~~nor~~ any individual may not be named in any action under this chapter arising from the performance of such federal duty.

(d) The employing agency of a law enforcement officer as defined in s. 943.10 is not liable for injury, death, or property damage effected or caused by a person fleeing from a law enforcement officer in a motor vehicle if:

1. The pursuit is conducted in a manner that does not involve conduct by the officer which is so reckless or wanting in care as to constitute disregard of human life, human rights, safety, or the property of another;

2. At the time the law enforcement officer initiates the pursuit, the officer reasonably believes that the person fleeing has committed a forcible felony as defined in s. 776.08; and

3. The pursuit is conducted by the officer pursuant to a written policy governing high-speed pursuit adopted by the employing agency. The policy must contain specific procedures concerning the proper method to initiate and terminate high-speed pursuit. The law enforcement officer must have received instructional training from the employing agency on the written policy governing high-speed pursuit.

(10)(a) Health care providers or vendors, or any of their employees or agents, that have contractually agreed to act as agents of the Department of Corrections to provide health care services to inmates of the state correctional system shall be considered agents of the State of Florida, Department of Corrections, for the purposes of this section, while acting within the scope of and pursuant to guidelines established in their contracts ~~said contract~~ or by rule. The contracts must ~~shall~~ provide for the indemnification of the state by the agent for any liabilities incurred up to the limits set out in this chapter.

(b) This subsection may ~~shall~~ not be construed as designating persons providing contracted health care services to inmates as employees or agents of the state for the purposes of chapter 440.

(c) For purposes of this section, regional poison control centers created in accordance with s. 395.1027 and coordinated and supervised under the Division of Children's Medical Services Prevention and Intervention of the Department of Health, or any of their employees or agents, shall be considered agents of the State of Florida, Department of Health. Any contracts with poison control centers must provide, to the extent permitted by law, for the indemnification of the state by the agency for any liabilities incurred up to the limits set out in this chapter.

(d) For the purposes of this section, operators, dispatchers, and providers of security for rail services and rail facility maintenance providers in the South Florida Rail Corridor, or any of their employees or agents, performing ~~such~~ services under contract with and on behalf of the South Florida

Regional Transportation Authority or the Department of Transportation shall be considered agents of the state while acting within the scope of and pursuant to guidelines established in their contracts ~~said contract~~ or by rule.

(e) For purposes of this section, a professional firm that provides monitoring and inspection services of the work required for state roadway, bridge, or other transportation facility construction projects, or any employee of a firm performing those ~~such~~ services, is considered an agent of the Department of Transportation while acting within the scope of the firm's contract with the Department of Transportation to ensure that the project is constructed in conformity with the project's plans, specifications, and contract provisions. This paragraph applies to a professional firm that is in direct contract with the Department of Transportation, as well as any professional firm providing monitoring and inspection services as a consultant to the professional firm that is in direct contract with the Department of Transportation. Any contract with a professional firm must, to the extent permitted by law, provide for the indemnification of the Department of Transportation for any liability, including reasonable attorney fees, incurred up to the limits set out in this chapter to the extent caused by the negligence of the firm or its employees. This paragraph may not be construed as designating persons who provide monitoring and inspection services as employees or agents of the state for purposes of chapter 440. This paragraph is not applicable to the professional firm or its employees if involved in an accident while operating a motor vehicle. This paragraph is not applicable to a firm engaged by the Department of Transportation for the design or construction of a state roadway, bridge, or other transportation facility construction project or to its employees, agents, or subcontractors.

(f) For purposes of this section, any nonprofit independent college or university located and chartered in this state which owns or operates an accredited medical school, or any of its employees or agents, and which has agreed in an affiliation agreement or other contract to provide, or permit its employees or agents to provide, patient services as agents of a teaching hospital, is considered an agent of the teaching hospital while acting within the scope of and pursuant to guidelines established in the affiliation agreement or other contract. To the extent allowed by law, the contract must provide for the indemnification of the teaching hospital, up to the limits set out in this chapter, by the agent for any liability incurred which was caused by the negligence of the college or university or its employees or agents. The contract must also provide that those limited portions of the college, university, or medical school which are directly providing services pursuant to the contract and which are considered an agent of the teaching hospital for purposes of this section are deemed to be acting on behalf of a public agency as defined in s. 119.011(2).

1. For purposes of this paragraph, the term:

a. "Employee or agent" means an officer, employee, agent, or servant of a nonprofit independent college or university located and chartered in this state which owns or operates an accredited medical school, including, but not limited to, the faculty of the medical school, any health care practitioner or licensee as defined in s. 456.001 for which the college or university is vicariously liable, and the staff or administrators of the medical school.

b. "Patient services" means:

(I) Comprehensive health care services as defined in s. 641.19, including any related administrative service, provided to patients in a teaching hospital;

(II) Training and supervision of interns, residents, and fellows providing patient services in a teaching hospital; or

(III) Training and supervision of medical students in a teaching hospital.

c. "Teaching hospital" means a teaching hospital as defined in s. 408.07 which is owned or operated by the state, a county or municipality, a public health trust, a special taxing district, a governmental entity having health care responsibilities, or a not-for-profit entity that operates such facility as an agent of the state, or a political subdivision of the state, under a lease or other contract.

2. The teaching hospital or the medical school, or its employees or agents, must provide notice to each patient, or the patient's legal representative, that the college or university that owns or operates the medical school and the employees or agents of that college or university are acting as agents of the teaching hospital and that the exclusive remedy for injury or damage suffered as the result of any act or omission of the teaching hospital, the college or university that owns or operates the medical school, or the employees or agents of the college or university, while acting within the scope of duties pursuant to the affiliation agreement or other contract with a teaching hospital, is by commencement of an action pursuant to the provisions of this section. This notice requirement may be met by posting the notice in a place conspicuous to all persons.

3. This paragraph does not designate any employee providing contracted patient services in a teaching hospital as an employee or agent of the state for purposes of chapter 440.

(g) For the purposes of this section, the executive director of the Board of Nursing, when serving as the state administrator of the Nurse Licensure Compact pursuant to s. 464.0095, and any administrator, officer, executive director, employee, or representative of the Interstate Commission of Nurse Licensure Compact Administrators, when acting within the scope of their employment, duties, or responsibilities in this state, are considered agents of the state. The commission shall pay any claims or judgments pursuant to this section and may maintain insurance coverage to pay any such claims or judgments.

(h) For purposes of this section, the individual appointed under s. 491.004(8) as the state's delegate on the Counseling Compact Commission, when serving in that capacity pursuant to s. 491.017, and any administrator, officer, executive director, employee, or representative of the commission, when acting within the scope of his or her employment, duties, or responsibilities in this state, is considered an agent of the state. The commission shall pay any claims or judgments pursuant to this section and may maintain insurance coverage to pay those ~~any such~~ claims or judgments.

(i) For purposes of this section, the individual appointed under s. 490.004(7) as the state's commissioner on the Psychology Interjurisdictional Compact Commission, when serving in that capacity pursuant to s. 490.0075, and any administrator, officer, executive director, employee, or representative of the Psychology Interjurisdictional Compact Commission, when acting within the scope of his or her employment, duties, or responsibilities in this state, is considered an agent of the state. The commission shall pay any claims or judgments pursuant to this section and may maintain insurance coverage to pay those ~~any such~~ claims or judgments.

(j) For purposes of this section, the representative appointed from the Board of Medicine and the representative appointed from the Board of Osteopathic Medicine, when serving as commissioners of the Interstate Medical Licensure Compact Commission pursuant to s. 456.4501, and any administrator, officer, executive director, employee, or representative of the Interstate Medical Licensure Compact Commission, when acting within the scope of their employment, duties, or responsibilities in this state, are considered agents of the state. The commission shall pay any claims or judgments pursuant to this section and may maintain insurance coverage to pay those ~~any such~~ claims or judgments.

(k) For purposes of this section, the individuals appointed under s. 468.1135(4) as the state's delegates on the Audiology and Speech-Language Pathology Interstate Compact Commission, when serving in that capacity pursuant to s. 468.1335, and any administrator, officer, executive director, employee, or representative of the commission, when acting within the scope of his or her employment, duties, or responsibilities in this state, is considered an agent of the state. The commission shall pay any claims or judgments pursuant to this section and may maintain insurance coverage to pay those ~~any such~~ claims or judgments.

(l) For purposes of this section, the individual appointed under s. 486.023(5) as the state's delegate on the Physical Therapy Compact Commission, when serving in that capacity pursuant to s. 486.112, and any administrator, officer, executive director, employee, or representative of the Physical Therapy Compact Commission, when acting within the scope of his or her employment, duties, or responsibilities in this state, is considered an agent of the state. The commission shall pay any claims or judgments pursuant to this section and may maintain insurance coverage to pay those ~~any such~~ claims or judgments.

(11)(a) Providers or vendors, or any of their employees or agents, that have contractually agreed to act on behalf of the state as agents of the Department of Juvenile Justice to provide services to children in need of services, families in need of services, or juvenile offenders are, solely with respect to such services, agents of the state for purposes of this section while acting within the scope of and pursuant to guidelines established in the contract or by rule. A contract must provide for the indemnification of the state by the agent for any liabilities incurred up to the limits set out in this chapter.

(b) This subsection does not designate a person who provides contracted services to juvenile offenders as an employee or agent of the state for purposes of chapter 440.

(12)(a) A health care practitioner, as defined in s. 456.001(4), who has contractually agreed to act as an agent of a state university board of trustees to provide medical services to a student athlete for participation in or as a result of intercollegiate athletics, to include team practices, training, and competitions, shall be considered an agent of the respective state university board of trustees, for the purposes of this section, while acting within the scope of and pursuant to guidelines established in that contract. The contracts must ~~shall~~ provide for the indemnification of the state by the agent for any liabilities incurred up to the limits set out in this chapter.

(b) This subsection may ~~shall~~ not be construed as designating persons providing contracted health care services to athletes as employees or agents of a state university board of trustees for the purposes of chapter 440.

(13) Laws allowing the state or its agencies or subdivisions to buy insurance are still in force and effect and are not restricted in any way by the terms of this section ~~act~~.

(14) A ~~Every~~ claim against the state or one of its agencies or subdivisions for damages for a negligent or wrongful act or omission pursuant to this section is ~~shall be forever~~ barred unless the civil action is commenced by filing a complaint in the court of appropriate jurisdiction:

(a) Within 2 years for an action founded on negligence.

(b) Within the limitations provided in s. 768.31(4) for an action for contribution.

(c) Within the limitations provided in s. 95.11(5) for an action for damages arising from medical malpractice or wrongful death.

(d) At any time for an action arising from an act constituting a violation of s. 794.011 involving a victim who was under the age of 16 years at the time of the act. This paragraph applies to any such action other than an action that would have been time barred on or before October 1, 2026.

(e) Within 4 years for any other action not specified in this subsection ~~4 years~~ after the ~~such~~ claim accrues~~; except that an action for contribution must be commenced within the limitations provided in s. 768.31(4), and an action for damages arising from medical malpractice or wrongful death must be commenced within the limitations for such actions in s. 95.11(5)~~.

(15) An ~~No~~ action may not be brought against the state or any of its agencies or subdivisions by anyone who unlawfully participates in a riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of the ~~such~~ riot, unlawful assembly, public demonstration, mob violence, or civil disobedience. ~~Nothing in~~ This subsection does not ~~act shall~~ abridge traditional immunities pertaining to statements made in court.

(16)(a) The state and its agencies and subdivisions are authorized to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment, and claims bill that ~~which~~

they may be liable to pay pursuant to this section. Agencies or subdivisions, and sheriffs, that are subject to homogeneous risks may purchase insurance jointly or may join together as self-insurers to provide other means of protection against tort claims, any charter provisions or laws to the contrary notwithstanding.

(b) Claims files maintained by any risk management program administered by the state, its agencies, and its subdivisions are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution until termination of all litigation and settlement of all claims arising out of the same incident, although portions of the claims files may remain exempt, as otherwise provided by law. Claims files records may be released to other governmental agencies upon written request and demonstration of need. Any~~; such~~ records held by the receiving agency remain confidential and exempt as provided ~~for~~ in this paragraph.

(c) Portions of meetings and proceedings conducted pursuant to any risk management program administered by the state, its agencies, or its subdivisions, which relate solely to the evaluation of claims filed with the risk management program or which relate solely to offers of compromise of claims filed with the risk management program are exempt from the provisions of s. 286.011 and s. 24(b), Art. I of the State Constitution. Until termination of all litigation and settlement of all claims arising out of the same incident, persons privy to discussions pertinent to the evaluation of a filed claim are ~~shall~~ not ~~be~~ subject to subpoena in any administrative or civil proceeding with regard to the content of those discussions.

(d) Minutes of the meetings and proceedings of any risk management program administered by the state, its agencies, or its subdivisions, which relate solely to the evaluation of claims filed with the risk management program or which relate solely to offers of compromise of claims filed with the risk management program are exempt from ~~the provisions of~~ s. 119.07(1) and s. 24(a), Art. I of the State Constitution until termination of all litigation and settlement of all claims arising out of the same incident.

(17) ~~This section, as amended by chapter 81-317, Laws of Florida, shall apply only to causes of actions which accrue on or after October 1, 1981.~~

~~(18)~~ A ~~No~~ provision of this section, or of any other section of the Florida Statutes, whether read separately or in conjunction with any other provision, may not ~~shall~~ be construed to waive the immunity of the state or any of its agencies from suit in federal court, as that ~~such~~ immunity is guaranteed by the Eleventh Amendment to the Constitution of the United States, unless the ~~such~~ waiver is explicitly and definitely stated to be a waiver of the immunity of the state and its agencies from suit in federal court. This subsection may ~~shall~~ not be construed to mean that the state has at any time previously waived, by implication, its immunity, or that of any of its agencies, from suit in federal court through any statute in existence before ~~prior to~~ June 24, 1984.

(18) ~~(19)~~ ~~Neither~~ The state or an ~~nor any~~ agency or subdivision of the state does not waive ~~waives~~ any defense of sovereign immunity, or increase ~~increases~~ the limits of its liability, upon entering into a contract ~~contractual relationship~~ with another agency or subdivision of the state. The ~~Such a~~ contract may ~~must~~ not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence. This does not preclude a party from requiring a nongovernmental entity to provide ~~such~~ indemnification or insurance. The restrictions of this subsection do not prohibit ~~prevent~~ a regional water supply authority from indemnifying and assuming the liabilities of its member governments for obligations arising from past acts or omissions at or with property acquired from a member government by the authority and arising from the acts or omissions of the authority in performing activities contemplated by an interlocal agreement. The ~~Such~~ indemnification may not be considered to increase or otherwise waive the limits of liability to third-party claimants established by this section.

(19) ~~(20)~~ Every municipality, and any of its agencies

~~agency thereof~~, may ~~is authorized to undertake to~~ indemnify those employees who ~~that~~ are exposed to personal liability pursuant to the Clean Air Act Amendments of 1990, 42 U.S.C.A. ss. 7401 et seq., and all rules and regulations adopted to implement that act, for acts performed within the course and scope of their employment with the municipality or its agency, including, but not limited to, indemnification pertaining to the holding, transfer, or disposition of allowances allocated to the municipality's or its agency's electric generating units, and the monitoring, submission, certification, and compliance with permits, permit applications, records, compliance plans, and reports for those units, when those ~~such~~ acts are performed within the course and scope of their employment with the municipality or its agency. The authority to indemnify under this section covers every act by an employee which is ~~when such act~~ is performed within the course and scope of her or his employment with the municipality or its agency, but does not cover any act of willful misconduct or any intentional or knowing violation of any law by the employee. The authority to indemnify under this section includes, but is not limited to, the authority to pay any fine and provide legal representation in any action.

Section 2. This act applies to causes of action that accrue on or after October 1, 2026.

Section 3. Paragraph (b) of subsection (2) of section

29.0081, Florida Statutes, is amended to read:

29.0081 County funding of additional court personnel.—

(2) The agreement shall, at a minimum, provide that:

(b) The personnel whose employment is funded under the agreement are hired, supervised, managed, and fired by personnel of the judicial circuit. The county shall be considered the employer for purposes of s. 440.10 and chapter 443. Employees funded by the county under this section and other county employees may be aggregated for purposes of a flexible benefits plan pursuant to s. 125 of the Internal Revenue Code of 1986. The judicial circuit shall supervise the personnel whose employment is funded under the agreement; be responsible for compliance with all requirements of federal and state employment laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, Title I of the Americans with Disabilities Act, 42 U.S.C. s. 1983, the Family Medical Leave Act, the Fair Labor Standards Act, chapters 447 and 760, and ss. 112.3187, 440.105, and 440.205; and fully indemnify the county from any liability under such laws, as authorized by s. 768.28(18) ~~s. 768.28(19)~~, to the extent such liability is the result of the acts or omissions of the judicial circuit or its agents or employees.

Section 4. Paragraph (b) of subsection (2) of section 39.8297, Florida Statutes, is amended to read:

39.8297 County funding for guardian ad litem employees.—

(2) The agreement, at a minimum, must provide that:

(b) The persons who are employed will be hired, supervised, managed, and terminated by the executive director of the Statewide Guardian ad Litem Office. The statewide office is responsible for compliance with all requirements of federal and state employment laws, and shall fully indemnify the county from any liability under such laws, as authorized by s. 768.28(18) ~~s. 768.28(19)~~, to the extent such liability is the result of the acts or omissions of the Statewide Guardian ad Litem Office or its agents or employees.

Section 5. Paragraph (a) of subsection (3) of section 343.811, Florida Statutes, is amended to read:

343.811 Power to assume indemnification and insurance obligations.—

(3) ASSUMPTION OF OBLIGATIONS; PURCHASE OF INSURANCE.—In conjunction with the development or operation of a commuter rail service on the Coastal Link corridor, an agency may:

(a) Assume obligations pursuant to the following:

1.a. The agency may assume the obligation by contract to protect, defend, indemnify, and hold harmless FECR and its officers, agents, and employees from and against:

(I) Any liability, cost, and expense, including, but not limited to, the agency's passengers and other rail corridor invitees in, on, or about the Coastal Link corridor, regardless of whether the loss, damage, destruction, injury, or death giving rise to any such liability, cost, or expense is caused in whole or in part, and to whatever nature or degree, by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of such freight rail operator, its successors, or its officers, agents, and employees, or any other person or persons whomsoever.

(II) Any loss, injury, or damage incurred by other rail corridor invitees up to the amount of the self-insurance retention amount with respect to limited covered accidents caused by the agency.

b. The agency may assume the obligation by contract to protect, defend, indemnify, and hold harmless Brightline and its officers, agents, and employees from and against:

(I) Any liability, cost, and expense, including, but not limited to, the agency's passengers and rail corridor invitees in the Coastal Link corridor, regardless of whether the loss, damage, destruction, injury, or death giving rise to any such liability, cost, or expense is caused in whole or in part, and to whatever nature or degree, by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of Brightline, its successors, or its officers, agents, and employees, or any other person or persons whomsoever.

(II) Any loss, injury, or damage incurred by other rail corridor invitees up to the amount of the self-insurance retention amount with respect to limited covered accidents caused by the agency.

2. The assumption of liability of the agency by contract pursuant to sub-subparagraph 1.a. or sub-subparagraph 1.b. may not in any instance exceed the following parameters of allocation of risk:

a. The agency may be solely responsible for any loss, injury, or damage to the agency's passengers, or rail corridor invitees, third parties, or trespassers, regardless of circumstances or cause, subject to sub-subparagraph b. and subparagraphs 3., 4., and 5.

b.(I) In the event of a limited covered accident caused by FECR, the authority of an agency to protect, defend, and indemnify FECR for all liability, cost, and expense, including punitive or exemplary damages, in excess of the self-insurance retention amount exists only if FECR agrees, with respect to such limited covered accident caused by FECR, to protect, defend, and indemnify the agency for the amount of the self-insurance retention amount.

(II) In the event of a limited covered accident caused by Brightline, the authority of an agency to protect, defend, and indemnify Brightline for all liability, cost, and expense, including punitive or exemplary damages, in excess of the self-insurance retention amount exists only if Brightline agrees, with respect to such limited covered accident, to protect, defend, and indemnify the agency for the amount of the self-insurance retention amount.

3. When only one train is involved in an incident and:

a. The train is an agency's train, including an incident with trespassers or at-grade crossings, the agency may be solely responsible for any loss, injury, or damage.

b. The train is FECR's train, including an incident with trespassers or at-grade crossings, FECR is solely responsible for any loss, injury, or damage, except for the agency's passengers and other rail corridor invitees, which are the responsibility of the agency, and Brightline's passengers and other rail corridor invitees, which are the responsibility of Brightline.

c. The train is Brightline's train, including an incident with trespassers or at-grade crossings, Brightline is solely responsible for any loss, injury, or damage, except for the agency's passengers or rail corridor invitees, which are the responsibility of the agency, and FECR's rail corridor invitees, which are the responsibility of FECR.

4. When an incident involves more than one operator, each operator is responsible for:

a. Its property; passengers; employees, excluding employees who are, at the time of the incident, rail corridor invitees of another operator; and other rail corridor invitees.

b. Its proportionate share of any loss or damage to the joint infrastructure.

c. Its proportionate share of any loss, injury, or damage to:

(I) Rail corridor invitees who are not rail corridor invitees of operators, provided that the agency shall always be responsible for its passengers and its rail corridor invitees regardless of whether the agency was involved in the incident.

(II) Trespassers or third parties outside the Coastal Link corridor as a result of the incident.

5. Any such contractual duty to protect, defend, indemnify, and hold harmless FECR or Brightline with respect to claims by rail passengers shall expressly include a specific cap on the amount of the contractual duty, which amount may not exceed $323 million per occurrence and shall be adjusted so that the per-occurrence insurance requirement is equal to the aggregate allowable awards to all rail passengers, against all defendants, for all claims, including claims for punitive damages, arising from a single accident or incident in accordance with 49 U.S.C. s. 28103, or any successor provision, without prior legislative approval.

6. Notwithstanding any provision of this section to the contrary, the liabilities of the agency to the state or any other agency shall be as set forth in an agreement among such entities and limited by s. 768.28(18) ~~s. 768.28(19)~~.

Neither the assumption by contract to protect, defend, indemnify, and hold harmless; the purchase of insurance; nor the establishment of a self-insurance retention fund shall be deemed to be a waiver of any defense of sovereign immunity for tort claims or deemed to increase the limits of the agency's liability for tort claims as provided in s. 768.28.

Section 6. Subsection (2) of section 944.713, Florida Statutes, is amended to read:

944.713 Insurance against liability.—

(2) The contract shall provide for indemnification of the state by the private vendor for any liabilities incurred up to the limits provided under s. 768.28(5). The contract shall provide that the private vendor, or the insurer of the private vendor, is liable to pay any claim or judgment for any one person which does not exceed the <u>applicable maximum amount provided in s. 768.28(5)</u> ~~sum of $100,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments arising out of the same incident or occurrence, does not exceed the sum of $200,000~~. In addition, the contractor must agree to defend, hold harmless, and indemnify the department against any and all actions, claims, damages and losses, including costs and attorney's fees.

Section 7. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (5) of section 45.061, Florida Statutes, is reenacted to read:

45.061 Offers of settlement.—

(5) Sanctions authorized under this section may be imposed notwithstanding any limitation on recovery of costs or expenses which may be provided by contract or in other provisions of Florida law. This section shall not be construed to waive the limits of sovereign immunity set forth in s. 768.28.

Section 8. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (f) of subsection (6) of section 95.11, Florida Statutes, is reenacted to read:

95.11 Limitations other than for the recovery of real property.—Actions other than for recovery of real property shall be commenced as follows:

(6) WITHIN ONE YEAR.—

(f) Except for actions described in subsection (9), or a petition challenging a criminal conviction, all petitions; extraordinary writs; tort actions, including those under s. 768.28(14); or other actions which concern any condition of confinement of a prisoner filed by or on behalf of a prisoner as defined in s. 57.085. Any petition, writ, or action brought under this paragraph must be commenced within 1 year after the time the incident, conduct, or conditions occurred or within 1 year after the time the incident, conduct, or conditions were discovered, or should have been discovered.

Section 9. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (4) of section 110.504, Florida Statutes, is reenacted to read:

110.504 Volunteer benefits.—

(4) Volunteers shall be covered by state liability protection in accordance with the definition of a volunteer and the provisions of s. 768.28.

Section 10. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (a) of subsection (1) of section 111.071, Florida Statutes, is reenacted to read:

111.071 Payment of judgments or settlements against certain public officers or employees.—

(1) Any county, municipality, political subdivision, or agency of the state which has been excluded from participation in the Insurance Risk Management Trust Fund is authorized to expend available funds to pay:

(a) Any final judgment, including damages, costs, and attorney's fees, arising from a complaint for damages or injury suffered as a result of any act or omission of action of any officer, employee, or agent in a civil or civil rights lawsuit described in s. 111.07. If the civil action arises under s. 768.28 as a tort claim, the limitations and provisions of s. 768.28 governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. s. 1983, or similar federal statutes, payments for the full amount of the judgment may be made unless the officer, employee, or agent has been determined in the final judgment to have caused the harm intentionally.

Section 11. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (b) of subsection (2) of section 125.01015, Florida Statutes, is reenacted to read:

125.01015 Office of the sheriff.—

(2) To ensure the successful transfer of the exclusive policing responsibility and authority to the sheriff in a county, as defined in s. 125.011(1), the board of county commissioners shall:

(b) After the election of the sheriff is certified:

1. Provide funding for all of the necessary staff and office space for the sheriff-elect to establish an independent office of the sheriff, so that the office may effectively operate and perform all of the functions required by general law when the sheriff-elect takes office.

2. Provide funding for the sheriff-elect to select any necessary insurances not provided by the county through the interlocal agreement required under sub-subparagraph 6.d. to allow the sheriff to effectively operate and perform all of the functions required by general law when he or she takes office.

3. Provide funding for the sheriff-elect to establish bank

and other accounts, as necessary, in his or her official capacity as sheriff, so that such accounts become operational when he or she takes office.

4. Unless otherwise transferable based on existing surety bonds for the sheriff's deputies, provide funding for and facilitate procurement of the required surety bonds for deputy sheriffs pursuant to s. 30.09, so that such bonds are in place when the sheriff-elect takes office.

5. Prepare and deliver to the office of the sheriff all documents, property, and other items listed in subsection (4).

6. Notwithstanding any provision to the contrary, for a term commencing on January 7, 2025, and ending on or after September 30, 2028, provide the sheriff-elect taking office with, and require the sheriff-elect taking office to use, not less than the substantially and materially same support services, facilities, office space, and information technology infrastructure provided to county offices or departments performing the duties to be performed by the sheriff-elect upon taking office in the 1-year period before he or she takes office.

a. As used in this subparagraph, the term "support services" includes:

(I) Property and facilities, and the management and maintenance for such property and facilities.

(II) Communications infrastructure, including telephone and Internet connectivity.

(III) Risk management, including processing, adjusting, and payment of all claims and demands, including those made under s. 768.28. The county shall provide the sheriff with all required general liability, property, and other insurance coverage through its self-insurance program, a self-insurance risk pool, or commercial insurance. If the county provides insurance through a self-insurance program, the county must also provide the sheriff with commercial stop-loss coverage in an amount and with a self-insured retention agreed upon by the sheriff and the county.

(IV) Legal representation and advice through the office of the county attorney for all claims, demands, and causes of action brought against the sheriff, his or her deputies, or other personnel in their official and individual capacities, while acting in their official and individual capacities, including any required outside counsel due to conflicts of interest. This sub-sub-subparagraph does not prohibit the sheriff from employing or retaining his or her own legal representation as he or she deems necessary.

(V) Purchasing and procurement services using procedures under the laws and ordinances applicable to the county for purchases requiring competitive procurement.

(VI) Budget and fiscal software and budget development services.

(VII) Human resource services, including, but not limited to, facilitation of the hiring process, including employee applicant screening and employee applicant background checks, and employee benefit administration. The county may provide human resource services to the sheriff. However, the sheriff is the employer of his or her employees, and the sheriff retains full and complete control and authority over the hiring of his or her employees and the terms and conditions of employment, including employee discipline and termination of employment. The provision of human resource services by the county to the sheriff does not create a joint-employer relationship. The sheriff's employees shall remain members of the county's health insurance and workers' compensation plans for at least the term set forth in this subparagraph.

(VIII) Fleet management, including procurement of all vehicles and other mobile assets such as boats and aircraft, and all vehicle repair and maintenance.

b. As used in this subparagraph, the term "information technology infrastructure" includes:

(I) All hardware, including computers.

(II) Budget and fiscal software, including payroll and purchasing software.

(III) Computer-aided dispatch.

c. Under a cost allocation plan agreed to by the county and the sheriff, the sheriff shall pay the county for such support services and information technology infrastructure from his or her general fund budget, except for any support services and information technology infrastructure costs that general law otherwise and expressly requires the county to fund outside the sheriff's budget.

d. To satisfy compliance with this subsection and to establish the office of the sheriff in a manner that minimizes unnecessary financial expenditures, the county and the sheriff shall execute an interlocal agreement addressing the requirements of this subsection and other expenditures, including an appropriate phase-in period for identification of the sheriff's assets with the sheriff's markings to minimize the cost to taxpayers. The interlocal agreement shall have a term that ends no earlier than September 30, 2028, and may be amended, renewed, extended, or newly adopted at any time following the expiration or termination of the agreement. After the initial period ending no earlier than September 30, 2028, an interlocal agreement may be entered into between the county and the sheriff which provides for the same or different requirements as set forth in this subsection.

Section 12. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in references thereto, paragraph (h) of subsection (3) and paragraph (k) of subsection (15) of section 163.01, Florida Statutes, are reenacted to read:

163.01 Florida Interlocal Cooperation Act of 1969.—

(3) As used in this section:

(h) "Local government liability pool" means a reciprocal insurer as defined in s. 629.011 or any self-insurance program created pursuant to s. 768.28(16), formed and controlled by counties or municipalities of this state to provide liability insurance coverage for counties, municipalities, or other public agencies of this state, which pool may contract with other parties for the purpose of providing claims administration, processing, accounting, and other administrative facilities.

(15) Notwithstanding any other provision of this section or of any other law except s. 361.14, any public agency of this state which is an electric utility, or any separate legal entity created pursuant to the provisions of this section, the membership of which consists only of electric utilities, and which exercises or proposes to exercise the powers granted by part II of chapter 361, the Joint Power Act, may exercise any or all of the following powers:

(k) The limitations on waiver in the provisions of s. 768.28 or any other law to the contrary notwithstanding, the Legislature, in accordance with s. 13, Art. X of the State Constitution, hereby declares that any such legal entity or any public agency of this state that participates in any electric project waives its sovereign immunity to:

1. All other persons participating therein; and

2. Any person in any manner contracting with a legal entity of which any such public agency is a member, with relation to:

a. Ownership, operation, or any other activity set forth in sub-subparagraph (b)2.d. with relation to any electric project; or

b. The supplying or purchasing of services, output, capacity, energy, or any combination thereof.

Section 13. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, section 190.043, Florida Statutes, is reenacted to read:

190.043 Suits against the district.—Any suit or action brought or maintained against the district for damages arising out of tort, including, without limitation, any claim arising upon account of an act causing an injury or loss of property, personal injury, or death, shall be subject to the limitations provided in s. 768.28.

Section 14. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (13) of section 213.015, Florida Statutes, is reenacted to read:

213.015 Taxpayer rights.—There is created a Florida Taxpayer's Bill of Rights to guarantee that the rights, privacy, and property of Florida taxpayers are adequately safeguarded and protected during tax assessment, collection, and enforcement processes administered under the revenue laws of this state. The Taxpayer's Bill of Rights compiles, in one document, brief but comprehensive statements which explain, in simple, nontechnical terms, the rights and obligations of the Department of Revenue and taxpayers. Section 192.0105 provides additional rights afforded to payors of property taxes and assessments. The rights afforded taxpayers to ensure that their privacy and property are safeguarded and protected during tax assessment and collection are available only insofar as they are implemented in other parts of the Florida Statutes or rules of the Department of Revenue. The rights so guaranteed Florida taxpayers in the Florida Statutes and the departmental rules are:

(13) The right to an action at law within the limitations of s. 768.28, relating to sovereign immunity, to recover damages against the state or the Department of Revenue for injury caused by the wrongful or negligent act or omission of a department officer or employee (see s. 768.28).

Section 15. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, section 252.51, Florida Statutes, is reenacted to read:

252.51 Liability.—Any person or organization, public or private, owning or controlling real estate or other premises who voluntarily and without compensation, other than payment or reimbursement of costs and expenses, grants a license or privilege or otherwise permits the designation by the local emergency management agency or use of the whole or any part of such real estate or premises for the purpose of sheltering persons during an actual, impending, mock, or practice emergency, together with her or his successor in interest, if any, shall not be liable for the death of, or injury to, any person on or about such real estate or premises during the actual, impending, mock, or practice emergency, or for loss of, or damage to, the property of such person, solely by reason or as a result of such license, privilege, designation, or use, unless the gross negligence or the willful and wanton misconduct of such person owning or controlling such real estate or premises or her or his successor in interest is the proximate cause of such death, injury, loss, or damage occurring during such sheltering period. Any such person or organization who provides such shelter space for compensation shall be deemed to be an instrumentality of the state or its applicable agency or subdivision for the purposes of s. 768.28.

Section 16. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, section 252.89, Florida Statutes, is reenacted to read:

252.89 Tort liability.—The commission and the committees shall be state agencies, and the members of the commission and committees shall be officers, employees, or agents of the state for the purposes of s. 768.28.

Section 17. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, section 252.944, Florida Statutes, is reenacted to read:

252.944 Tort liability.—The commission and the committees are state agencies, and the members of the commission and committees are officers, employees, or agents of the state for the purpose of s. 768.28.

Section 18. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (2) of section 260.0125, Florida Statutes, is reenacted to read:

260.0125 Limitation on liability of private landowners whose property is designated as part of the statewide system of greenways and trails.—

(2) Any private landowner who consents to designation of his or her land as part of the statewide system of greenways and trails pursuant to s. 260.016(2)(d) without compensation shall be considered a volunteer, as defined in s. 110.501, and shall be covered by state liability protection pursuant to s. 768.28, including s. 768.28(9).

Section 19. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a

reference thereto, section 284.31, Florida Statutes, is reenacted to read:

284.31 Scope and types of coverages; separate accounts.—The Insurance Risk Management Trust Fund must, unless specifically excluded by the Department of Financial Services, cover all departments of the State of Florida and their employees, agents, and volunteers and must provide separate accounts for workers' compensation, general liability, fleet automotive liability, federal civil rights actions under 42 U.S.C. s. 1983 or similar federal statutes, state agency firefighter cancer benefits payable under s. 112.1816(2), and court-awarded attorney fees in other proceedings against the state except for such awards in eminent domain or for inverse condemnation or for awards by the Public Employees Relations Commission. Unless specifically excluded by the Department of Financial Services, the Insurance Risk Management Trust Fund must provide fleet automotive liability coverage to motor vehicles titled to the state, or to any department of the state, when such motor vehicles are used by community transportation coordinators performing, under contract to the appropriate department of the state, services for the transportation disadvantaged under part I of chapter 427. Such fleet automotive liability coverage is primary and is subject to s. 768.28 and parts II and III of chapter 284, and applicable rules adopted thereunder, and the terms and conditions of the certificate of coverage issued by the Department of Financial Services.

Section 20. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in references thereto, section 284.38, Florida Statutes, is reenacted to read:

284.38 Waiver of sovereign immunity; effect.—The insurance programs developed herein shall provide limits as established by the provisions of s. 768.28 if a tort claim. The limits provided in s. 768.28 shall not apply to a civil rights action arising under 42 U.S.C. s. 1983 or similar federal statute. Payment of a pending or future claim or judgment arising under any of said statutes may be made upon this act becoming a law, unless the officer, employee, or agent has been determined in the final judgment to have caused the harm intentionally; however, the fund is authorized to pay all other court-ordered attorney's fees as provided under s. 284.31.

Section 21. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (b) of subsection (1) of section 322.13, Florida Statutes, is reenacted to read:

322.13 Driver license examiners.—

(1)

(b) Those persons serving as driver license examiners are not liable for actions taken within the scope of their employment or designation, except as provided by s. 768.28.

Section 22. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (1) of section 337.19, Florida Statutes, is reenacted to read:

337.19 Suits by and against department; limitation of actions; forum.—

(1) Suits at law and in equity may be brought and maintained by and against the department on any contract claim arising from breach of an express provision or an implied covenant of a written agreement or a written directive issued by the department pursuant to the written agreement. In any such suit, the department and the contractor shall have all of the same rights and obligations as a private person under a like contract except that no liability may be based on an oral modification of either the written contract or written directive. Nothing herein shall be construed to waive the sovereign immunity of the state and its political subdivisions from equitable claims and equitable remedies. Notwithstanding anything to the contrary contained in this section, no employee or agent of the department may be held personally liable to an extent greater than that pursuant to s. 768.28 provided that no suit sounding in tort shall be maintained against the department.

Section 23. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a

reference thereto, subsection (17) of section 341.302, Florida Statutes, is reenacted to read:

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

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

(a) Assume obligations pursuant to the following:

1.a. The department may assume the obligation by contract to forever protect, defend, indemnify, and hold harmless the freight rail operator, or its successors, from whom the department has acquired a real property interest in the rail corridor, and that freight rail operator's officers, agents, and employees, from and against any liability, cost, and expense, including, but not limited to, commuter rail passengers and rail corridor invitees in the rail corridor, regardless of whether the loss, damage, destruction, injury, or death giving rise to any such liability, cost, or expense is caused in whole or in part, and to whatever nature or degree, by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of such freight rail operator, its successors, or its officers, agents, and employees, or any other person or persons whomsoever; or

b. The department may assume the obligation by contract to forever protect, defend, indemnify, and hold harmless National Railroad Passenger Corporation, or its successors, and officers, agents, and employees of National Railroad Passenger Corporation, from and against any liability, cost, and expense, including, but not limited to, commuter rail passengers and rail corridor invitees in the rail corridor, regardless of whether the loss, damage, destruction, injury, or death giving rise to any such liability, cost, or expense is caused in whole or in part, and to whatever nature or degree, by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of National Railroad Passenger Corporation, its successors, or its officers, agents, and employees, or any other person or persons whomsoever.

2. The assumption of liability of the department by contract pursuant to sub-subparagraph 1.a. or sub-subparagraph 1.b. may not in any instance exceed the following parameters of allocation of risk:

a. The department may be solely responsible for any loss, injury, or damage to commuter rail passengers, or rail corridor invitees, or trespassers, regardless of circumstances or cause, subject to sub-subparagraph b. and subparagraphs 3., 4., 5., and 6.

b.(I) In the event of a limited covered accident, the authority of the department to protect, defend, and indemnify the freight operator for all liability, cost, and expense, including punitive or exemplary damages, in excess of the deductible or self-insurance retention fund established under paragraph (b) and actually in force at the time of the limited covered accident exists only if the freight operator agrees, with respect to the limited covered accident, to protect, defend, and indemnify the department for the amount of the deductible or self-insurance retention fund established under paragraph (b) and actually in force at the time of the limited covered accident.

(II) In the event of a limited covered accident, the authority of the department to protect, defend, and indemnify National Railroad Passenger Corporation for all liability, cost, and expense, including punitive or exemplary damages, in excess of the deductible or self-insurance retention fund established under paragraph (b) and actually in force at the time of the limited covered accident exists only if National Railroad Passenger Corporation agrees, with respect to the limited covered accident, to protect, defend, and indemnify the department for the amount of the deductible or self-insurance retention fund established under paragraph (b) and actually in force at the time of the limited covered accident.

3. When only one train is involved in an incident, the department may be solely responsible for any loss, injury, or damage if the train is a department train or other train pursuant to subparagraph 4., but only if:

a. When an incident occurs with only a freight train involved, including incidents with trespassers or at grade crossings, the freight rail operator is solely responsible for any loss, injury, or damage, except for commuter rail passengers and rail corridor invitees; or

b. When an incident occurs with only a National Railroad Passenger Corporation train involved, including incidents with trespassers or at grade crossings, National Railroad Passenger Corporation is solely responsible for any loss, injury, or damage, except for commuter rail passengers and rail corridor invitees.

4. For the purposes of this subsection:

a. Any train involved in an incident that is neither the department's train nor the freight rail operator's train, hereinafter referred to in this subsection as an "other train," may be treated as a department train, solely for purposes of any allocation of liability between the department and the freight rail operator only, but only if the department and the freight rail operator share responsibility equally as to third parties outside the rail corridor who incur loss, injury, or damage as a result of any incident involving both a department train and a freight rail operator train, and the allocation as between the department and the freight rail operator, regardless of whether the other train is treated as a department train, shall remain one-half each as to third parties outside the rail corridor who incur loss, injury, or damage as a result of the incident. The involvement of any other train shall not alter the sharing of equal responsibility as to third parties outside the rail corridor who incur loss, injury, or damage as a result of the incident; or

b. Any train involved in an incident that is neither the department's train nor the National Railroad Passenger Corporation's train, hereinafter referred to in this subsection as an "other train," may be treated as a department train, solely for purposes of any allocation of liability between the department and National Railroad Passenger Corporation only, but only if the department and National Railroad Passenger Corporation share responsibility equally as to third parties outside the rail corridor who incur loss, injury, or damage as a result of any incident involving both a department train and a National Railroad Passenger Corporation train, and the allocation as between the department and National Railroad Passenger Corporation, regardless of whether the other train is treated as a department train, shall remain one-half each as to third parties outside the rail corridor who incur loss, injury, or damage as a result of the incident. The involvement of any other train shall not alter the sharing of equal responsibility as to third parties outside the rail corridor who incur loss, injury, or damage as a result of the incident.

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

a.(I) If only a department train and freight rail operator's train, or only an other train as described in sub-subparagraph 4.a. and a freight rail operator's train, are involved in an incident, the department may be responsible for its property and all of its people, all commuter rail passengers, and rail corridor invitees, but only if the freight rail operator is responsible for its property and all of its people, and the department and the freight rail operator each share one-half responsibility as to trespassers or third parties outside the rail corridor who incur loss, injury, or damage as a result of the incident; or

(II) If only a department train and a National Railroad Passenger Corporation train, or only an other train as described in sub-subparagraph 4.b. and a National Railroad Passenger Corporation train, are involved in an incident, the department may be responsible for its property and all of its people, all commuter rail passengers, and rail corridor invitees, but only if National Railroad Passenger Corporation is responsible for its property and all of its people, all National Railroad

Passenger Corporation's rail passengers, and the department and National Railroad Passenger Corporation each share one-half responsibility as to trespassers or third parties outside the rail corridor who incur loss, injury, or damage as a result of the incident.

b.(I) If a department train, a freight rail operator train, and any other train are involved in an incident, the allocation of liability between the department and the freight rail operator, regardless of whether the other train is treated as a department train, shall remain one-half each as to third parties outside the rail corridor who incur loss, injury, or damage as a result of the incident; the involvement of any other train shall not alter the sharing of equal responsibility as to third parties outside the rail corridor who incur loss, injury, or damage as a result of the incident; and, if the owner, operator, or insurer of the other train makes any payment to injured third parties outside the rail corridor who incur loss, injury, or damage as a result of the incident, the allocation of credit between the department and the freight rail operator as to such payment shall not in any case reduce the freight rail operator's third-party-sharing allocation of one-half under this paragraph to less than one-third of the total third party liability; or

(II) If a department train, a National Railroad Passenger Corporation train, and any other train are involved in an incident, the allocation of liability between the department and National Railroad Passenger Corporation, regardless of whether the other train is treated as a department train, shall remain one-half each as to third parties outside the rail corridor who incur loss, injury, or damage as a result of the incident; the involvement of any other train shall not alter the sharing of equal responsibility as to third parties outside the rail corridor who incur loss, injury, or damage as a result of the incident; and, if the owner, operator, or insurer of the other train makes any payment to injured third parties outside the rail corridor who incur loss, injury, or damage as a result of the incident, the allocation of credit between the department and National Railroad Passenger Corporation as to such payment shall not in any case reduce National Railroad Passenger Corporation's third-party-sharing allocation of one-half under this sub-subparagraph to less than one-third of the total third party liability.

6. Any such contractual duty to protect, defend, indemnify, and hold harmless such a freight rail operator or National Railroad Passenger Corporation shall expressly include a specific cap on the amount of the contractual duty, which amount shall not exceed $200 million without prior legislative approval, and the department to purchase liability insurance and establish a self-insurance retention fund in the amount of the specific cap established under this subparagraph, provided that:

a. No such contractual duty shall in any case be effective nor otherwise extend the department's liability in scope and effect beyond the contractual liability insurance and self-insurance retention fund required pursuant to this paragraph; and

b.(I) The freight rail operator's compensation to the department for future use of the department's rail corridor shall include a monetary contribution to the cost of such liability coverage for the sole benefit of the freight rail operator.

(II) National Railroad Passenger Corporation's compensation to the department for future use of the department's rail corridor shall include a monetary contribution to the cost of such liability coverage for the sole benefit of National Railroad Passenger Corporation.

(b) Purchase liability insurance, which amount shall not exceed $200 million, and establish a self-insurance retention fund for the purpose of paying the deductible limit established in the insurance policies it may obtain, including coverage for the department, any freight rail operator as described in paragraph (a), National Railroad Passenger Corporation, commuter rail service providers, governmental entities, or any ancillary development, which self-insurance retention fund or deductible shall not exceed $10 million. The insureds shall pay a reasonable monetary contribution to the cost of such liability coverage for the sole benefit of the insured. Such insurance and self-insurance retention fund may provide coverage for all damages, including, but not limited to, compensatory, special, and exemplary, and be maintained to provide an adequate fund to cover claims and liabilities for loss, injury, or damage arising out of or connected with the ownership, operation, maintenance, and management of a rail corridor.

(c) Incur expenses for the purchase of advertisements, marketing, and promotional items.

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

Neither the assumption by contract to protect, defend, indemnify, and hold harmless; the purchase of insurance; nor the establishment of a self-insurance retention fund shall be deemed to be a waiver of any defense of sovereign immunity for torts nor deemed to increase the limits of the department's or the governmental entity's liability for torts as provided in s. 768.28. The requirements of s. 287.022(1) shall not apply to the purchase of any insurance under this subsection. The provisions of this subsection shall apply and inure fully as to any other governmental entity providing commuter rail service and constructing, operating, maintaining, or managing a rail corridor on publicly owned right-of-way under contract by the governmental entity with the department or a governmental entity designated by the department. Notwithstanding any law to the contrary, procurement for the construction, operation, maintenance, and management of any rail corridor described in this subsection, whether by the department, a governmental entity under contract with the department, or a governmental entity designated by the department, shall be pursuant to s. 287.057 and shall include, but not be limited to, criteria for the consideration of qualifications, technical aspects of the proposal, and price. Further, any such contract for design-build shall be procured pursuant to the criteria in s. 337.11(7).

Section 24. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (3) of section 343.811, Florida Statutes, is reenacted to read:

343.811 Power to assume indemnification and insurance obligations.—

(3) ASSUMPTION OF OBLIGATIONS; PURCHASE OF INSURANCE.—In conjunction with the development or operation of a commuter rail service on the Coastal Link corridor, an agency may:

(a) Assume obligations pursuant to the following:

1.a. The agency may assume the obligation by contract to protect, defend, indemnify, and hold harmless FECR and its officers, agents, and employees from and against:

(I) Any liability, cost, and expense, including, but not limited to, the agency's passengers and other rail corridor invitees in, on, or about the Coastal Link corridor, regardless of whether the loss, damage, destruction, injury, or death giving rise to any such liability, cost, or expense is caused in whole or in part, and to whatever nature or degree, by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of such freight rail operator, its successors, or its officers, agents, and employees, or any other person or persons whomsoever.

(II) Any loss, injury, or damage incurred by other rail corridor invitees up to the amount of the self-insurance retention amount with respect to limited covered accidents caused by the agency.

b. The agency may assume the obligation by contract to protect, defend, indemnify, and hold harmless Brightline and its officers, agents, and employees from and against:

(I) Any liability, cost, and expense, including, but not limited to, the agency's passengers and rail corridor invitees in the Coastal Link corridor, regardless of whether the loss, damage, destruction, injury, or death giving rise to any such liability, cost, or expense is caused in whole or in part, and to whatever nature or degree, by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of Brightline, its successors, or its officers, agents, and employees, or any other person or persons whomsoever.

(II) Any loss, injury, or damage incurred by other rail corridor invitees up to the amount of the self-insurance retention amount with respect to limited covered accidents caused by the agency.

2. The assumption of liability of the agency by contract pursuant to sub-subparagraph 1.a. or sub-subparagraph 1.b. may not in any instance exceed the following parameters of allocation of risk:

a. The agency may be solely responsible for any loss, injury, or damage to the agency's passengers, or rail corridor invitees, third parties, or trespassers, regardless of circumstances or cause, subject to sub-subparagraph b. and subparagraphs 3., 4., and 5.

b.(I) In the event of a limited covered accident caused by FECR, the authority of an agency to protect, defend, and indemnify FECR for all liability, cost, and expense, including punitive or exemplary damages, in excess of the self-insurance retention amount exists only if FECR agrees, with respect to such limited covered accident caused by FECR, to protect, defend, and indemnify the agency for the amount of the self-insurance retention amount.

(II) In the event of a limited covered accident caused by Brightline, the authority of an agency to protect, defend, and indemnify Brightline for all liability, cost, and expense, including punitive or exemplary damages, in excess of the self-insurance retention amount exists only if Brightline agrees, with respect to such limited covered accident, to protect, defend, and indemnify the agency for the amount of the self-insurance retention amount.

3. When only one train is involved in an incident and:

a. The train is an agency's train, including an incident with trespassers or at-grade crossings, the agency may be solely responsible for any loss, injury, or damage.

b. The train is FECR's train, including an incident with trespassers or at-grade crossings, FECR is solely responsible for any loss, injury, or damage, except for the agency's passengers and other rail corridor invitees, which are the responsibility of the agency, and Brightline's passengers and other rail corridor invitees, which are the responsibility of Brightline.

c. The train is Brightline's train, including an incident with trespassers or at-grade crossings, Brightline is solely responsible for any loss, injury, or damage, except for the agency's passengers or rail corridor invitees, which are the responsibility of the agency, and FECR's rail corridor invitees, which are the responsibility of FECR.

4. When an incident involves more than one operator, each operator is responsible for:

a. Its property; passengers; employees, excluding employees who are, at the time of the incident, rail corridor invitees of another operator; and other rail corridor invitees.

b. Its proportionate share of any loss or damage to the joint infrastructure.

c. Its proportionate share of any loss, injury, or damage to:

(I) Rail corridor invitees who are not rail corridor invitees of operators, provided that the agency shall always be responsible for its passengers and its rail corridor invitees regardless of whether the agency was involved in the incident.

(II) Trespassers or third parties outside the Coastal Link corridor as a result of the incident.

5. Any such contractual duty to protect, defend, indemnify, and hold harmless FECR or Brightline with respect to claims by rail passengers shall expressly include a specific cap on the amount of the contractual duty, which amount may not exceed $323 million per occurrence and shall be adjusted so that the per-occurrence insurance requirement is equal to the aggregate allowable awards to all rail passengers, against all defendants, for all claims, including claims for punitive damages, arising from a single accident or incident in accordance with 49 U.S.C. s. 28103, or any successor provision,

without prior legislative approval.

6. Notwithstanding any provision of this section to the contrary, the liabilities of the agency to the state or any other agency shall be as set forth in an agreement among such entities and limited by s. 768.28(19).

(b) Purchase liability insurance, which amount may not exceed $323 million per occurrence, which amount shall be adjusted so that the per-occurrence insurance requirement is equal to the aggregate allowable awards to all rail passengers, against all defendants, for all claims, including claims for punitive damages, arising from a single accident or incident in accordance with 49 U.S.C. s. 28103, or any successor provision, and establish a self-insurance retention fund for the purpose of paying the deductible limit established in the insurance policies it may obtain, including coverage for a county agency, any freight rail operator as described in paragraph (a), Brightline, commuter rail service providers, governmental entities, or any ancillary development, which self-insurance retention fund or deductible shall not exceed the self-insurance retention amount.

1. Such insurance and self-insurance retention fund may provide coverage for all damages, including, but not limited to, compensatory, special, and exemplary, and be maintained to provide an adequate fund to cover claims and liabilities for loss, injury, or damage arising out of or connected with the

ownership, operation, maintenance, and management of the Coastal Link corridor.

2. Any self-insured retention account shall be a segregated account of the agency and shall be subject to the same conditions, restrictions, exclusions, obligations, and duties included in any and all of the policies of liability insurance purchased under this paragraph.

3. Unless otherwise specifically provided by general law, FECR and Brightline, and their respective officers, agents, and employees, are not officers, agents, employees, or subdivisions of the state and are not entitled to sovereign immunity.

Neither the assumption by contract to protect, defend, indemnify, and hold harmless; the purchase of insurance; nor the establishment of a self-insurance retention fund shall be deemed to be a waiver of any defense of sovereign immunity for tort claims or deemed to increase the limits of the agency's liability for tort claims as provided in s. 768.28.

Section 25. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (c) of subsection (4) of section 351.03, Florida Statutes, is reenacted to read:

351.03 Railroad-highway grade-crossing warning signs and signals; audible warnings; exercise of reasonable care; blocking highways, roads, and streets during darkness.—

(4)

(c) Nothing in this subsection shall be construed to nullify the liability provisions of s. 768.28.

Section 26. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (6) of section 373.1395, Florida Statutes, is reenacted to read:

373.1395 Limitation on liability of water management district with respect to areas made available to the public for recreational purposes without charge.—

(6) This section does not relieve any water management district of any liability that would otherwise exist for gross negligence or a deliberate, willful, or malicious injury to a person or property. This section does not create or increase the liability of any water management district or person beyond that which is authorized by s. 768.28.

Section 27. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (a) of subsection (3) of section 375.251, Florida Statutes, is reenacted to read:

375.251 Limitation on liability of persons making available to public certain areas for recreational purposes without charge.—

(3)(a) An owner of an area who enters into a written agreement concerning the area with a state agency for outdoor recreational purposes, where such agreement recognizes that the state agency is responsible for personal injury, loss, or damage resulting in whole or in part from the state agency's use of the area under the terms of the agreement subject to the limitations and conditions specified in s. 768.28, owes no duty of care to keep the area safe for entry or use by others, or to give warning to persons entering or going on the area of any hazardous conditions, structures, or activities thereon. An owner who enters into a written agreement concerning the area with a state agency for outdoor recreational purposes:

1. Is not presumed to extend any assurance that the area is safe for any purpose;

2. Does not incur any duty of care toward a person who goes on the area that is subject to the agreement; or

3. Is not liable or responsible for any injury to persons or property caused by the act or omission of a person who goes on the area that is subject to the agreement.

Section 28. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (9) of section 381.0056, Florida Statutes, is reenacted to read:

381.0056 School health services program.—

(9) Any health care entity that provides school health services under contract with the department pursuant to a school health services plan developed under this section, and as part

of a school nurse services public-private partnership, is deemed to be a corporation acting primarily as an instrumentality of the state solely for the purpose of limiting liability pursuant to s. 768.28(5). The limitations on tort actions contained in s. 768.28(5) shall apply to any action against the entity with respect to the provision of school health services, if the entity is acting within the scope of and pursuant to guidelines established in the contract or by rule of the department. The contract must require the entity, or the partnership on behalf of the entity, to obtain general liability insurance coverage, with any additional endorsement necessary to insure the entity for liability assumed by its contract with the department. The Legislature intends that insurance be purchased by entities, or by partnerships on behalf of the entity, to cover all liability claims, and under no circumstances shall the state or the department be responsible for payment of any claims or defense costs for claims brought against the entity or its subcontractor for services performed under the contract with the department. This subsection does not preclude consideration by the Legislature for payment by the state of any claims bill involving an entity contracting with the department pursuant to this section.

Section 29. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (3) of section 393.075, Florida

Statutes, is reenacted to read:

393.075 General liability coverage.—

(3) This section shall not be construed as designating or not designating that a person who owns or operates a foster care facility or group home facility as described in this section or any other person is an employee or agent of the state. Nothing in this section amends, expands, or supersedes the provisions of s. 768.28.

Section 30. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (7) of section 394.9085, Florida Statutes, is reenacted to read:

394.9085 Behavioral provider liability.—

(7) This section shall not be construed to waive sovereign immunity for any governmental unit or other entity protected by sovereign immunity. Section 768.28 shall continue to apply to all governmental units and such entities.

Section 31. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (g) of subsection (10) of section 395.1055, Florida Statutes, is reenacted to read:

395.1055 Rules and enforcement.—

(10) The agency shall establish a pediatric cardiac technical advisory panel, pursuant to s. 20.052, to develop procedures and standards for measuring outcomes of pediatric

cardiac catheterization programs and pediatric cardiovascular surgery programs.

(g) Panel members are agents of the state for purposes of s. 768.28 throughout the good faith performance of the duties assigned to them by the Secretary of Health Care Administration.

Section 32. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (c) of subsection (17) of section 403.706, Florida Statutes, is reenacted to read:

403.706 Local government solid waste responsibilities.—

(17) To effect the purposes of this part, counties and municipalities are authorized, in addition to other powers granted pursuant to this part:

(c) To waive sovereign immunity and immunity from suit in federal court by vote of the governing body of the county or municipality to the extent necessary to carry out the authority granted in paragraphs (a) and (b), notwithstanding the limitations prescribed in s. 768.28.

Section 33. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (b) of subsection (15) of section 409.175, Florida Statutes, is reenacted to read:

409.175 Licensure of family foster homes, residential child-caring agencies, and child-placing agencies; public records exemption.—

(15)

(b) This subsection may not be construed as designating or not designating that a person who owns or operates a family foster home as described in this subsection or any other person is an employee or agent of the state. Nothing in this subsection amends, expands, or supersedes the provisions of s. 768.28.

Section 34. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in references thereto, subsection (1), paragraph (a) of subsection (2), and paragraph (a) of subsection (3) of section 409.993, Florida Statutes, are reenacted to read:

409.993 Lead agencies and subcontractor liability.—

(1) FINDINGS.—

(a) The Legislature finds that the state has traditionally provided foster care services to children who are the responsibility of the state. As such, foster children have not had the right to recover for injuries beyond the limitations specified in s. 768.28. The Legislature has determined that foster care and related services should be outsourced pursuant to this section and that the provision of such services is of paramount importance to the state. The purpose of such outsourcing is to increase the level of safety, security, and stability of children who are or become the responsibility of the state. One of the components necessary to secure a safe and stable environment for such children is the requirement that private providers maintain liability insurance. As such, insurance needs to be available and remain available to nongovernmental foster care and related services providers without the resources of such providers being significantly reduced by the cost of maintaining such insurance.

(b) The Legislature further finds that, by requiring the following minimum levels of insurance, children in outsourced foster care and related services will gain increased protection and rights of recovery in the event of injury than currently provided in s. 768.28.

(2) LEAD AGENCY LIABILITY.—

(a) Other than an entity to which s. 768.28 applies, an eligible community-based care lead agency, or its employees or officers, except as otherwise provided in paragraph (b), shall, as a part of its contract, obtain a minimum of $1 million per occurrence with a policy period aggregate limit of $3 million in general liability insurance coverage. The lead agency must also require that staff who transport client children and families in their personal automobiles in order to carry out their job responsibilities obtain minimum bodily injury liability insurance in the amount of $100,000 per person per any one automobile accident, and subject to such limits for each person, $300,000 for all damages resulting from any one automobile accident, on their personal automobiles. In lieu of personal motor vehicle insurance, the lead agency's casualty, liability, or motor vehicle insurance carrier may provide nonowned automobile liability coverage. This insurance provides liability insurance for an automobile that the lead agency uses in connection with the lead agency's business but does not own, lease, rent, or borrow. This coverage includes an automobile owned by an employee of the lead agency or a member of the employee's household but only while the automobile is used in connection with the lead agency's business. The nonowned automobile coverage for the lead agency applies as excess coverage over any other collectible insurance. The personal automobile policy for the employee of the lead agency shall be primary insurance, and the nonowned automobile coverage of the lead agency acts as excess insurance to the primary insurance. The lead agency shall provide a minimum limit of $1 million in nonowned automobile coverage. In a tort action brought against such a lead agency or employee, net economic damages shall be limited to $2 million per liability claim and $200,000 per automobile claim, including, but not limited to, past and future medical expenses, wage loss, and loss of earning capacity, offset by any collateral source payment paid or payable. In any tort action brought against a lead agency, noneconomic damages shall be limited to $400,000 per claim. A claims bill may be brought on behalf of a claimant pursuant to s. 768.28 for any amount exceeding the limits specified in this paragraph. Any offset of collateral source payments made as of the date of the settlement or judgment shall be in accordance with s. 768.76. The lead agency is not liable in tort for the acts or omissions of its subcontractors or the officers, agents, or employees of its subcontractors.

(3) SUBCONTRACTOR LIABILITY.—

(a) A subcontractor of an eligible community-based care lead agency that is a direct provider of foster care and related services to children and families, and its employees or officers, except as otherwise provided in paragraph (c), must, as a part of its contract, obtain a minimum of $1 million per occurrence with a policy period aggregate limit of $3 million in general liability insurance coverage. The subcontractor of a lead agency must also require that staff who transport client children and families in their personal automobiles in order to carry out their job responsibilities obtain minimum bodily injury liability insurance in the amount of $100,000 per person in any one automobile accident, and subject to such limits for each person, $300,000 for all damages resulting from any one automobile accident, on their personal automobiles. In lieu of personal motor vehicle insurance, the subcontractor's casualty, liability, or motor vehicle insurance carrier may provide nonowned automobile liability coverage. This insurance provides liability insurance for automobiles that the subcontractor uses in connection with the subcontractor's business but does not own, lease, rent, or borrow. This coverage includes automobiles owned by the employees of the subcontractor or a member of the employee's household but only while the automobiles are used in connection with the subcontractor's business. The nonowned automobile coverage for the subcontractor applies as excess coverage over any other collectible insurance. The personal automobile policy for the employee of the subcontractor shall be primary insurance, and the nonowned automobile coverage of the subcontractor acts as excess insurance to the primary insurance. The subcontractor shall provide a minimum limit of $1 million in nonowned automobile coverage. In a tort action brought against such subcontractor or employee, net economic damages shall be limited to $2 million per liability claim and $200,000 per automobile claim, including, but not limited to, past and future medical expenses, wage loss, and loss of earning capacity, offset by any collateral source payment paid or payable. In a tort action brought against such subcontractor, noneconomic damages shall be limited to $400,000 per claim. A claims bill may be brought on behalf of a claimant pursuant to s. 768.28 for any amount exceeding the limits specified in this paragraph. Any offset of collateral source payments made as of the date of the settlement or judgment shall be in accordance with s. 768.76.

Section 35. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (8) of section 420.504, Florida Statutes, is reenacted to read:

420.504 Public corporation; creation, membership, terms, expenses.—

(8) The corporation is a corporation primarily acting as an instrumentality of the state, within the meaning of s. 768.28.

Section 36. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (3) of section 455.221, Florida Statutes, is reenacted to read:

455.221 Legal and investigative services.—

(3) Any person retained by the department under contract to review materials, make site visits, or provide expert testimony regarding any complaint or application filed with the department relating to a profession under the jurisdiction of the department shall be considered an agent of the department in determining the state insurance coverage and sovereign immunity protection applicability of ss. 284.31 and 768.28.

Section 37. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (5) of section 455.32, Florida Statutes, is reenacted to read:

455.32 Management Privatization Act.—

(5) Any such corporation may hire staff as necessary to carry out its functions. Such staff are not public employees for the purposes of chapter 110 or chapter 112, except that the

board of directors and the employees of the corporation are subject to the provisions of s. 112.061 and part III of chapter 112. The provisions of s. 768.28 apply to each such corporation, which is deemed to be a corporation primarily acting as an instrumentality of the state but which is not an agency within the meaning of s. 20.03(1).

Section 38. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (3) of section 456.009, Florida Statutes, is reenacted to read:

456.009 Legal and investigative services.—

(3) Any person retained by the department under contract to review materials, make site visits, or provide expert testimony regarding any complaint or application filed with the department relating to a profession under the jurisdiction of the department shall be considered an agent of the department in determining the state insurance coverage and sovereign immunity protection applicability of ss. 284.31 and 768.28.

Section 39. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (a) of subsection (15) of section 456.076, Florida Statutes, is reenacted to read:

456.076 Impaired practitioner programs.—

(15)(a) A consultant retained pursuant to this section and a consultant's directors, officers, employees, or agents shall be considered agents of the department for purposes of s. 768.28 while acting within the scope of the consultant's duties under the contract with the department.

Section 40. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (3) of section 471.038, Florida Statutes, is reenacted to read:

471.038 Florida Engineers Management Corporation.—

(3) The Florida Engineers Management Corporation is created to provide administrative, investigative, and prosecutorial services to the board in accordance with the provisions of chapter 455 and this chapter. The management corporation may hire staff as necessary to carry out its functions. Such staff are not public employees for the purposes of chapter 110 or chapter 112, except that the board of directors and the staff are subject to the provisions of s. 112.061. The provisions of s. 768.28 apply to the management corporation, which is deemed to be a corporation primarily acting as an instrumentality of the state, but which is not an agency within the meaning of s. 20.03(1). The management corporation shall:

(a) Be a Florida corporation not for profit, incorporated under the provisions of chapter 617.

(b) Provide administrative, investigative, and prosecutorial services to the board in accordance with the provisions of chapter 455, this chapter, and the contract required by this section.

(c) Receive, hold, and administer property and make only prudent expenditures directly related to the responsibilities of the board, and in accordance with the contract required by this section.

(d) Be approved by the board, and the department, to operate for the benefit of the board and in the best interest of the state.

(e) Operate under a fiscal year that begins on July 1 of each year and ends on June 30 of the following year.

(f) Have a seven-member board of directors, five of whom are to be appointed by the board and must be registrants regulated by the board and two of whom are to be appointed by the secretary and must be laypersons not regulated by the board. All appointments shall be for 4-year terms. No member shall serve more than two consecutive terms. Failure to attend three consecutive meetings shall be deemed a resignation from the board, and the vacancy shall be filled by a new appointment.

(g) Select its officers in accordance with its bylaws. The members of the board of directors who were appointed by the board may be removed by the board.

(h) Select the president of the management corporation, who shall also serve as executive director to the board, subject to approval of the board.

(i) Use a portion of the interest derived from the management corporation account to offset the costs associated with the use of credit cards for payment of fees by applicants or licensees.

(j) Operate under a written contract with the department which is approved by the board. The contract must provide for, but is not limited to:

1. Submission by the management corporation of an annual budget that complies with board rules for approval by the board and the department.

2. Annual certification by the board and the department that the management corporation is complying with the terms of the contract in a manner consistent with the goals and purposes of the board and in the best interest of the state. This certification must be reported in the board's minutes. The contract must also provide for methods and mechanisms to resolve any situation in which the certification process determines noncompliance.

3. Funding of the management corporation through appropriations allocated to the regulation of professional engineers from the Professional Regulation Trust Fund.

4. The reversion to the board, or the state if the board ceases to exist, of moneys, records, data, and property held in trust by the management corporation for the benefit of the board, if the management corporation is no longer approved to

operate for the board or the board ceases to exist. All records and data in a computerized database shall be returned to the department in a form that is compatible with the computerized database of the department.

5. The securing and maintaining by the management corporation, during the term of the contract and for all acts performed during the term of the contract, of all liability insurance coverages in an amount to be approved by the board to defend, indemnify, and hold harmless the management corporation and its officers and employees, the department and its employees, and the state against all claims arising from state and federal laws. Such insurance coverage must be with insurers qualified and doing business in the state. The management corporation must provide proof of insurance to the department. The department and its employees and the state are exempt from and are not liable for any sum of money which represents a deductible, which sums shall be the sole responsibility of the management corporation. Violation of this subparagraph shall be grounds for terminating the contract.

6. Payment by the management corporation, out of its allocated budget, to the department of all costs of representation by the board counsel, including salary and benefits, travel, and any other compensation traditionally paid by the department to other board counsel.

7. Payment by the management corporation, out of its

allocated budget, to the department of all costs incurred by the management corporation or the board for the Division of Administrative Hearings of the Department of Management Services and any other cost for utilization of these state services.

8. Payment by the management corporation, out of its allocated budget, to the department of reasonable costs associated with the contract monitor.

(k) Provide for an annual financial audit of its financial accounts and records by an independent certified public accountant. The annual audit report shall include a management letter in accordance with s. 11.45 and a detailed supplemental schedule of expenditures for each expenditure category. The annual audit report must be submitted to the board, the department, and the Auditor General for review.

(l) Provide for persons not employed by the corporation who are charged with the responsibility of receiving and depositing fee and fine revenues to have a faithful performance bond in such an amount and according to such terms as shall be determined in the contract.

(m) Submit to the secretary, the board, and the Legislature, on or before October 1 of each year, a report on the status of the corporation which includes, but is not limited to, information concerning the programs and funds that have been transferred to the corporation. The report must include: the number of license applications received; the number approved and denied and the number of licenses issued; the number of examinations administered and the number of applicants who passed or failed the examination; the number of complaints received; the number determined to be legally sufficient; the number dismissed; the number determined to have probable cause; the number of administrative complaints issued and the status of the complaints; and the number and nature of disciplinary actions taken by the board.

(n) Develop and submit to the department, performance standards and measurable outcomes for the board to adopt by rule in order to facilitate efficient and cost-effective regulation.

Section 41. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (b) of subsection (11) of section 472.006, Florida Statutes, is reenacted to read:

472.006 Department; powers and duties.—The department shall:

(11) Provide legal counsel for the board by contracting with the Department of Legal Affairs, by retaining private counsel pursuant to s. 287.059, or by providing department staff counsel. The board shall periodically review and evaluate the services provided by its board counsel. Fees and costs of such counsel shall be paid from the General Inspection Trust Fund, subject to ss. 215.37 and 472.011. All contracts for independent legal counsel must provide for periodic review and evaluation by

the board and the department of services provided.

(b) Any person retained by the department under contract to review materials, make site visits, or provide expert testimony regarding any complaint or application filed with the department relating to the practice of surveying and mapping shall be considered an agent of the department in determining the state insurance coverage and sovereign immunity protection applicability of ss. 284.31 and 768.28.

Section 42. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (7) of section 497.167, Florida Statutes, is reenacted to read:

497.167 Administrative matters.—

(7) Any person retained by the department under contract to review materials, make site visits, or provide expert testimony regarding any complaint or application filed with the department, relating to regulation under this chapter, shall be considered an agent of the department in determining the state insurance coverage and sovereign immunity protection applicability of ss. 284.31 and 768.28.

Section 43. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (2) of section 513.118, Florida Statutes, is reenacted to read:

513.118 Conduct on premises; refusal of service.—

(2) The operator of a recreational vehicle park may request that a transient guest or visitor who violates subsection (1) leave the premises immediately. A person who refuses to leave the premises commits the offense of trespass as provided in s. 810.08, and the operator may call a law enforcement officer to have the person and his or her property removed under the supervision of the officer. A law enforcement officer is not liable for any claim involving the removal of the person or property from the recreational vehicle park under this section, except as provided in s. 768.28. If conditions do not allow for immediate removal of the person's property, he or she may arrange a reasonable time, not to exceed 48 hours, with the operator to come remove the property, accompanied by a law enforcement officer.

Section 44. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (1) of section 548.046, Florida Statutes, is reenacted to read:

548.046 Physician's attendance at match; examinations; cancellation of match.—

(1) The commission, or the commission representative, shall assign to each match at least one physician who shall observe the physical condition of the participants and advise the commissioner or commission representative in charge and the referee of the participants' conditions before, during, and

after the match. The commission shall establish a schedule of fees for the physician's services. The physician's fee shall be paid by the promoter of the match attended by the physician. The physician shall be considered an agent of the commission in determining the state insurance coverage and sovereign immunity protection applicability of ss. 284.31 and 768.28.

Section 45. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (8) of section 556.106, Florida Statutes, is reenacted to read:

556.106 Liability of the member operator, excavator, and system.—

(8) Any liability of the state, its agencies, or its subdivisions which arises out of this chapter is subject to the provisions of s. 768.28.

Section 46. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (e) of subsection (4) of section 589.19, Florida Statutes, is reenacted to read:

589.19 Creation of certain state forests; naming of certain state forests; Operation Outdoor Freedom Program.—

(4)

(e)1. A private landowner who provides land for designation and use as an Operation Outdoor Freedom Program hunting site shall have limited liability pursuant to s.

375.251.

2. A private landowner who consents to the designation and use of land as part of the Operation Outdoor Freedom Program without compensation shall be considered a volunteer, as defined in s. 110.501, and shall be covered by state liability protection pursuant to s. 768.28, including s. 768.28(9).

3. This subsection does not:

a. Relieve any person of liability that would otherwise exist for deliberate, willful, or malicious injury to persons or property.

b. Create or increase the liability of any person.

Section 47. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in references thereto, subsections (3) and (4) of section 627.7491, Florida Statutes, are reenacted to read:

627.7491 Official law enforcement vehicles; motor vehicle insurance requirements.—

(3) Any suit or action brought or maintained against an employing agency for damages arising out of tort pursuant to this section, including, without limitation, any claim arising upon account of an act causing loss of property, personal injury, or death, shall be subject to the limitations provided in s. 768.28(5).

(4) The requirements of this section may be met by any method authorized by s. 768.28(16).

Section 48. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (c) of subsection (2) of section 723.0611, Florida Statutes, is reenacted to read:

723.0611 Florida Mobile Home Relocation Corporation.—

(2)

(c) The corporation shall, for purposes of s. 768.28, be considered an agency of the state. Agents or employees of the corporation, members of the board of directors of the corporation, or representatives of the Division of Florida Condominiums, Timeshares, and Mobile Homes shall be considered officers, employees, or agents of the state, and actions against them and the corporation shall be governed by s. 768.28.

Section 49. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (5) of section 760.11, Florida Statutes, is reenacted to read:

760.11 Administrative and civil remedies; construction.—

(5) In any civil action brought under this section, the court may issue an order prohibiting the discriminatory practice and providing affirmative relief from the effects of the practice, including back pay. The court may also award compensatory damages, including, but not limited to, damages for mental anguish, loss of dignity, and any other intangible injuries, and punitive damages. The provisions of ss. 768.72 and

768.73 do not apply to this section. The judgment for the total amount of punitive damages awarded under this section to an aggrieved person shall not exceed $100,000. In any action or proceeding under this subsection, the court, in its discretion, may allow the prevailing party a reasonable attorney's fee as part of the costs. It is the intent of the Legislature that this provision for attorney's fees be interpreted in a manner consistent with federal case law involving a Title VII action. The right to trial by jury is preserved in any such private right of action in which the aggrieved person is seeking compensatory or punitive damages, and any party may demand a trial by jury. The commission's determination of reasonable cause is not admissible into evidence in any civil proceeding, including any hearing or trial, except to establish for the court the right to maintain the private right of action. A civil action brought under this section shall be commenced no later than 1 year after the date of determination of reasonable cause by the commission. The commencement of such action shall divest the commission of jurisdiction of the complaint, except that the commission may intervene in the civil action as a matter of right. Notwithstanding the above, the state and its agencies and subdivisions shall not be liable for punitive damages. The total amount of recovery against the state and its agencies and subdivisions shall not exceed the limitation as set forth in s. 768.28(5).

Section 50. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (4) of section 766.1115, Florida Statutes, is reenacted to read:

766.1115 Health care providers; creation of agency relationship with governmental contractors.—

(4) CONTRACT REQUIREMENTS.—A health care provider that executes a contract with a governmental contractor to deliver health care services on or after April 17, 1992, as an agent of the governmental contractor is an agent for purposes of s. 768.28(9), while acting within the scope of duties under the contract, if the contract complies with the requirements of this section and regardless of whether the individual treated is later found to be ineligible. A health care provider shall continue to be an agent for purposes of s. 768.28(9) for 30 days after a determination of ineligibility to allow for treatment until the individual transitions to treatment by another health care provider. A health care provider under contract with the state may not be named as a defendant in any action arising out of medical care or treatment provided on or after April 17, 1992, under contracts entered into under this section. The contract must provide that:

(a) The right of dismissal or termination of any health care provider delivering services under the contract is retained by the governmental contractor.

(b) The governmental contractor has access to the patient records of any health care provider delivering services under the contract.

(c) Adverse incidents and information on treatment outcomes must be reported by any health care provider to the governmental contractor if the incidents and information pertain to a patient treated under the contract. The health care provider shall submit the reports required by s. 395.0197. If an incident involves a professional licensed by the Department of Health or a facility licensed by the Agency for Health Care Administration, the governmental contractor shall submit such incident reports to the appropriate department or agency, which shall review each incident and determine whether it involves conduct by the licensee that is subject to disciplinary action. All patient medical records and any identifying information contained in adverse incident reports and treatment outcomes which are obtained by governmental entities under this paragraph are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

(d) Patient selection and initial referral must be made by the governmental contractor or the provider. Patients may not be transferred to the provider based on a violation of the antidumping provisions of the Omnibus Budget Reconciliation Act of 1989, the Omnibus Budget Reconciliation Act of 1990, or chapter 395.

(e) If emergency care is required, the patient need not be referred before receiving treatment, but must be referred within 48 hours after treatment is commenced or within 48 hours after the patient has the mental capacity to consent to treatment, whichever occurs later.

(f) The provider is subject to supervision and regular inspection by the governmental contractor.

(g) As an agent of the governmental contractor for purposes of s. 768.28(9), while acting within the scope of duties under the contract, a health care provider licensed under chapter 466 may allow a patient, or a parent or guardian of the patient, to voluntarily contribute a monetary amount to cover costs of dental laboratory work related to the services provided to the patient. This contribution may not exceed the actual cost of the dental laboratory charges.

A governmental contractor that is also a health care provider is not required to enter into a contract under this section with respect to the health care services delivered by its employees.

Section 51. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (2) of section 766.112, Florida Statutes, is reenacted to read:

766.112 Comparative fault.—

(2) In an action for damages for personal injury or

wrongful death arising out of medical negligence, whether in contract or tort, when an apportionment of damages pursuant to s. 768.81 is attributed to a board of trustees of a state university, the court shall enter judgment against the board of trustees on the basis of the board's percentage of fault and not on the basis of the doctrine of joint and several liability. The sole remedy available to a claimant to collect a judgment or settlement against a board of trustees, subject to the provisions of this subsection, shall be pursuant to s. 768.28.

Section 52. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (3) of section 768.1355, Florida Statutes, is reenacted to read:

768.1355 Florida Volunteer Protection Act.—

(3) Members of elected or appointed boards, councils, and commissions of the state, counties, municipalities, authorities, and special districts shall incur no civil liability and shall have immunity from suit as provided in s. 768.28 for acts or omissions by members relating to members' conduct of their official duties. It is the intent of the Legislature to encourage our best and brightest people to serve on elected and appointed boards, councils, and commissions.

Section 53. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (7) of section 768.1382, Florida

Statutes, is reenacted to read:

768.1382 Streetlights, security lights, and other similar illumination; limitation on liability.—

(7) In the event that there is any conflict between this section and s. 768.81, or any other section of the Florida Statutes, this section shall control. Further, nothing in this section shall impact or waive any provision of s. 768.28.

Section 54. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (4) of section 768.295, Florida Statutes, is reenacted to read:

768.295 Strategic Lawsuits Against Public Participation (SLAPP) prohibited.—

(4) A person or entity sued by a governmental entity or another person in violation of this section has a right to an expeditious resolution of a claim that the suit is in violation of this section. A person or entity may move the court for an order dismissing the action or granting final judgment in favor of that person or entity. The person or entity may file a motion for summary judgment, together with supplemental affidavits, seeking a determination that the claimant's or governmental entity's lawsuit has been brought in violation of this section. The claimant or governmental entity shall thereafter file a response and any supplemental affidavits. As soon as practicable, the court shall set a hearing on the motion, which

shall be held at the earliest possible time after the filing of the claimant's or governmental entity's response. The court may award, subject to the limitations in s. 768.28, the party sued by a governmental entity actual damages arising from a governmental entity's violation of this section. The court shall award the prevailing party reasonable attorney fees and costs incurred in connection with a claim that an action was filed in violation of this section.

Section 55. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, section 946.5026, Florida Statutes, is reenacted to read:

946.5026 Sovereign immunity in tort actions.—The provisions of s. 768.28 shall be applicable to the corporation established under this part, which is deemed to be a corporation primarily acting as an instrumentality of the state.

Section 56. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (3) of section 946.514, Florida Statutes, is reenacted to read:

946.514 Civil rights of inmates; inmates not state employees; liability of corporation for inmate injuries.—

(3) The corporation is liable for inmate injury to the extent specified in s. 768.28; however, the members of the board of directors are not individually liable to any inmate for any

injury sustained in any correctional work program operated by the corporation.

Section 57. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (8) of section 961.06, Florida Statutes, is reenacted to read:

961.06 Compensation for wrongful incarceration.—

(8) Any payment made under this act does not constitute a waiver of any defense of sovereign immunity or an increase in the limits of liability on behalf of the state or any person subject to s. 768.28 or any other law.

Section 58. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (3) of section 984.09, Florida Statutes, is reenacted to read:

984.09 Punishment for contempt of court; alternative sanctions.—

(3) ALTERNATIVE SANCTIONS.—Upon determining that a child has committed direct contempt of court or indirect contempt of a valid court order, the court may immediately request the circuit alternative sanctions coordinator to recommend the most appropriate available alternative sanction and shall order the child to perform up to 50 hours of community service or a similar alternative sanction, unless an alternative sanction is unavailable or inappropriate, or unless the child has failed to

comply with a prior alternative sanction. Alternative contempt sanctions may be provided by local industry or by any nonprofit organization or any public or private business or service entity that has entered into a contract with the department to act as an agent of the state to provide voluntary supervision of children on behalf of the state in exchange for the labor of children and limited immunity in accordance with s. 768.28(11).

Section 59. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (h) of subsection (12) of section 1002.33, Florida Statutes, is reenacted to read:

1002.33 Charter schools.—

(12) EMPLOYEES OF CHARTER SCHOOLS.—

(h) For the purposes of tort liability, the charter school, including its governing body and employees, shall be governed by s. 768.28. This paragraph does not include any for-profit entity contracted by the charter school or its governing body.

Section 60. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (b) of subsection (6) of section 1002.333, Florida Statutes, is reenacted to read:

1002.333 Persistently low-performing schools.—

(6) STATUTORY AUTHORITY.—

(b) For the purposes of tort liability, the hope operator, the school of hope, and its employees or agents shall be governed by s. 768.28. The sponsor shall not be liable for civil damages under state law for the employment actions or personal injury, property damage, or death resulting from an act or omission of a hope operator, the school of hope, or its employees or agents. This paragraph does not include any for-profit entity contracted by the charter school or its governing body.

Section 61. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (17) of section 1002.34, Florida Statutes, is reenacted to read:

1002.34 Charter technical career centers.—

(17) IMMUNITY.—For the purposes of tort liability, the governing body and employees of a center are governed by s. 768.28.

Section 62. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (2) of section 1002.37, Florida Statutes, is reenacted to read:

1002.37 The Florida Virtual School.—

(2) The Florida Virtual School shall be governed by a board of trustees comprised of seven members appointed by the Governor to 4-year staggered terms. The board of trustees shall be a public agency entitled to sovereign immunity pursuant to s.

768.28, and board members shall be public officers who shall bear fiduciary responsibility for the Florida Virtual School. The board of trustees shall have the following powers and duties:

(a)1. The board of trustees shall meet at least 4 times each year, upon the call of the chair, or at the request of a majority of the membership.

2. The fiscal year for the Florida Virtual School shall be the state fiscal year as provided in s. 216.011(1)(q).

(b) The board of trustees shall be responsible for the Florida Virtual School's development of a state-of-the-art technology-based education delivery system that is cost-effective, educationally sound, marketable, and capable of sustaining a self-sufficient delivery system through the Florida Education Finance Program.

(c) The board of trustees shall aggressively seek avenues to generate revenue to support its future endeavors, and shall enter into agreements with distance learning providers. The board of trustees may acquire, enjoy, use, and dispose of patents, copyrights, and trademarks and any licenses and other rights or interests thereunder or therein. Ownership of all such patents, copyrights, trademarks, licenses, and rights or interests thereunder or therein shall vest in the state, with the board of trustees having full right of use and full right to retain the revenues derived therefrom. Any funds realized from patents, copyrights, trademarks, or licenses shall be considered internal funds as provided in s. 1011.07. Such funds shall be used to support the school's marketing and research and development activities in order to improve courseware and services to its students.

(d) The board of trustees shall be responsible for the administration and control of all local school funds derived from all activities or sources and shall prescribe the principles and procedures to be followed in administering these funds.

(e) The Florida Virtual School may accrue supplemental revenue from supplemental support organizations, which include, but are not limited to, alumni associations, foundations, parent-teacher associations, and booster associations. The governing body of each supplemental support organization shall recommend the expenditure of moneys collected by the organization for the benefit of the school. Such expenditures shall be contingent upon the review of the executive director. The executive director may override any proposed expenditure of the organization that would violate Florida law or breach sound educational management.

(f) In accordance with law and rules of the State Board of Education, the board of trustees shall administer and maintain personnel programs for all employees of the board of trustees and the Florida Virtual School. The board of trustees may adopt rules, policies, and procedures related to the appointment, employment, and removal of personnel.

1. The board of trustees shall determine the compensation, including salaries and fringe benefits, and other conditions of employment for such personnel.

2. The board of trustees may establish and maintain a personnel loan or exchange program by which persons employed by the board of trustees for the Florida Virtual School as academic administrative and instructional staff may be loaned to, or exchanged with persons employed in like capacities by, public agencies either within or without this state, or by private industry. With respect to public agency employees, the program authorized by this subparagraph shall be consistent with the requirements of part II of chapter 112. The salary and benefits of board of trustees personnel participating in the loan or exchange program shall be continued during the period of time they participate in a loan or exchange program, and such personnel shall be deemed to have no break in creditable or continuous service or employment during such time. The salary and benefits of persons participating in the personnel loan or exchange program who are employed by public agencies or private industry shall be paid by the originating employers of those participants, and such personnel shall be deemed to have no break in creditable or continuous service or employment during such time.

3. The employment of all Florida Virtual School academic administrative and instructional personnel shall be subject to rejection for cause by the board of trustees, and shall be subject to policies of the board of trustees relative to certification, tenure, leaves of absence, sabbaticals, remuneration, and such other conditions of employment as the board of trustees deems necessary and proper, not inconsistent with law.

4. Each person employed by the board of trustees in an academic administrative or instructional capacity with the Florida Virtual School shall be entitled to a contract as provided by rules of the board of trustees.

5. All employees except temporary, seasonal, and student employees may be state employees for the purpose of being eligible to participate in the Florida Retirement System and receive benefits. The classification and pay plan, including terminal leave and other benefits, and any amendments thereto, shall be subject to review and approval by the Department of Management Services and the Executive Office of the Governor prior to adoption.

(g) The board of trustees shall establish priorities for admission of students in accordance with paragraph (1)(b).

(h) The board of trustees shall establish and distribute to all school districts and high schools in the state procedures for enrollment of students in courses offered by the Florida

Virtual School.

(i) The board of trustees shall establish criteria defining the elements of an approved franchise. The board of trustees may enter into franchise agreements with Florida district school boards and may establish the terms and conditions governing such agreements. The board of trustees shall establish the performance and accountability measures and report the performance of each school district franchise to the Commissioner of Education.

(j) The board of trustees shall submit to the State Board of Education both forecasted and actual enrollments and credit completions for the Florida Virtual School, according to procedures established by the State Board of Education. At a minimum, such procedures must include the number of public, private, and home education students served by program and by county of residence.

(k) The board of trustees shall provide for the content and custody of student and employee personnel records. Student records shall be subject to the provisions of s. 1002.22. Employee records shall be subject to the provisions of s. 1012.31.

(l) The financial records and accounts of the Florida Virtual School shall be maintained under the direction of the board of trustees and under rules adopted by the State Board of Education for the uniform system of financial records and accounts for the schools of the state.

The Governor shall designate the initial chair of the board of trustees to serve a term of 4 years. Members of the board of trustees shall serve without compensation, but may be reimbursed for per diem and travel expenses pursuant to s. 112.061. The board of trustees shall be a body corporate with all the powers of a body corporate and such authority as is needed for the proper operation and improvement of the Florida Virtual School. The board of trustees is specifically authorized to adopt rules, policies, and procedures, consistent with law and rules of the State Board of Education related to governance, personnel, budget and finance, administration, programs, curriculum and instruction, travel and purchasing, technology, students, contracts and grants, and property as necessary for optimal, efficient operation of the Florida Virtual School. Tangible personal property owned by the board of trustees shall be subject to the provisions of chapter 273.

Section 63. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (l) of subsection (3) of section 1002.55, Florida Statutes, is reenacted to read:

1002.55 School-year prekindergarten program delivered by private prekindergarten providers.—

(3) To be eligible to deliver the prekindergarten program,

a private prekindergarten provider must meet each of the following requirements:

(l) Notwithstanding paragraph (j), for a private prekindergarten provider that is a state agency or a subdivision thereof, as defined in s. 768.28(2), the provider must agree to notify the coalition of any additional liability coverage maintained by the provider in addition to that otherwise established under s. 768.28. The provider shall indemnify the coalition to the extent permitted by s. 768.28. Notwithstanding paragraph (j), for a child development program that is accredited by a national accrediting body and operates on a military installation that is certified by the United States Department of Defense, the provider may demonstrate liability coverage by affirming that it is subject to the Federal Tort Claims Act, 28 U.S.C. ss. 2671 et seq.

Section 64. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (10) of section 1002.83, Florida Statutes, is reenacted to read:

1002.83 Early learning coalitions.—

(10) For purposes of tort liability, each member or employee of an early learning coalition shall be governed by s. 768.28.

Section 65. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a

reference thereto, paragraph (p) of subsection (1) of section 1002.88, Florida Statutes, is reenacted to read:

1002.88 School readiness program provider standards; eligibility to deliver the school readiness program.—

(1) To be eligible to deliver the school readiness program, a school readiness program provider must:

(p) Notwithstanding paragraph (m), for a provider that is a state agency or a subdivision thereof, as defined in s. 768.28(2), agree to notify the coalition of any additional liability coverage maintained by the provider in addition to that otherwise established under s. 768.28. The provider shall indemnify the coalition to the extent permitted by s. 768.28. Notwithstanding paragraph (m), for a child development program that is accredited by a national accrediting body and operates on a military installation that is certified by the United States Department of Defense, the provider may demonstrate liability coverage by affirming that it is subject to the Federal Tort Claims Act, 28 U.S.C. ss. 2671 et seq.

Section 66. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (1) of section 1006.24, Florida Statutes, is reenacted to read:

1006.24 Tort liability; liability insurance.—

(1) Each district school board shall be liable for tort claims arising out of any incident or occurrence involving a

school bus or other motor vehicle owned, maintained, operated, or used by the district school board to transport persons, to the same extent and in the same manner as the state or any of its agencies or subdivisions is liable for tort claims under s. 768.28, except that the total liability to persons being transported for all claims or judgments of such persons arising out of the same incident or occurrence shall not exceed an amount equal to $5,000 multiplied by the rated seating capacity of the school bus or other vehicle, as determined by rules of the State Board of Education, or $100,000, whichever is greater. The provisions of s. 768.28 apply to all claims or actions brought against district school boards, as authorized in this subsection.

Section 67. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (b) of subsection (2) of section 1006.261, Florida Statutes, is reenacted to read:

1006.261 Use of school buses for public purposes.—

(2)

(b) For purposes of liability for negligence, state agencies or subdivisions as defined in s. 768.28(2) shall be covered by s. 768.28. Every other corporation or organization shall provide liability insurance coverage in the minimum amounts of $100,000 on any claim or judgment and $200,000 on all claims and judgments arising from the same incident or occurrence.

Section 68. This act shall take effect October 1, 2026.