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2017 Legislature

1
2 An act relating to the South Florida Regional
3 Transportation Authority; creating s. 343.545, F.S.;
4 defining terms; authorizing the South Florida Regional
5 Transportation Authority, in conjunction with the
6 operation of a certain commuter rail service, to have
7 the power to assume specified indemnification and
8 insurance obligations, subject to certain
9 requirements; amending s. 341.302, F.S.; authorizing
10 the Department of Transportation to agree to assume
11 certain indemnification and insurance obligations
12 under certain circumstances; amending s. 343.52, F.S.;
13 defining the term "department"; amending s. 343.53,
14 F.S.; conforming a cross-reference; amending s.
15 343.54, F.S.; prohibiting the authority from entering
16 into certain contracts or agreements without
17 department approval of the authority's expenditures;
18 amending s. 343.58, F.S.; providing that certain funds
19 provided to the authority constitute state financial
20 assistance; requiring a written agreement for
21 provision of such funds; authorizing the department to
22 advance a certain amount of funds under certain
23 circumstances; providing an effective date.

24
25 Be It Enacted by the Legislature of the State of Florida:

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

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

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

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

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

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

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

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

(c) "AAF rail corridor invitee" means any rail corridor invitee who is an AAF intercity rail passenger or is otherwise present on the rail corridor at the request of, pursuant to a contract with, or otherwise for the purpose of doing business with or at the behest of AAF, including persons who are vendors

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51 or employees of vendors at the MiamiCentral station or any other
52 station that AAF may construct on the rail corridor. The term
53 does not include patrons at any station, except those patrons
54 who are also AAF's intercity rail passengers; commercial or
55 residential tenants of the developments in and around the
56 stations or their invitees; or any third parties performing work
57 at a station or in the rail corridor, such as employees and
58 invitees of PI or related entities, utilities, and fiber optic
59 companies, or invitees or employees of the department or any
60 county or municipality.

61 (d) "Commuter rail passenger" means any person, ticketed
62 or unticketed, using the commuter rail service on the rail
63 corridor:

64 1. On board trains, locomotives, rail cars, or rail
65 equipment employed in commuter rail service or entraining
66 thereon and detraining therefrom;

67 2. On or about the rail corridor for any purpose related
68 to the commuter rail service, including parking or purchasing
69 tickets therefor and coming to, waiting for, and leaving from
70 locomotives, rail cars, or rail equipment; or

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

73 (e) "Commuter rail service" means the operation of the
74 authority's trains transporting passengers and making frequent
75 stops within urban areas and their immediate suburbs along the

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76 | rail corridor for the purpose of passengers entraining and
77 | detraining, and including the nonrevenue movement of trains for
78 | storage or maintenance. The term does not include the operation
79 | of trains by AAF transporting passengers in intercity passenger
80 | rail service between passenger rail stations established by AAF
81 | at Miami-Dade, Fort Lauderdale, West Palm Beach, or future
82 | stations but shall include the provision of non-SFRTA commuter
83 | rail service by AAF or a third party designated by AAF,
84 | including SFRTA.

85 | (f) "Florida East Coast Railway" or "FECR" means Florida
86 | East Coast Railway, LLC, or its successors and assigns.

87 | (g) "FECR rail corridor invitee" means any rail corridor
88 | invitee who is present on the rail corridor at the request of,
89 | pursuant to a contract with, or otherwise for the purpose of
90 | doing business with or at the behest of FECR. The term does not
91 | include patrons at any station; commercial or residential
92 | tenants of the developments in and around the stations or their
93 | invitees; or any third parties performing work at a station or
94 | in the rail corridor, such as employees and invitees of PI or
95 | related entities, utilities, and fiber optic companies or
96 | others, or invitees or employees of the department or any county
97 | or municipality.

98 | (h) "Freight rail service" means any and all uses and
99 | purposes that are related to or ancillary to current and future
100 | freight rail operations on, along, over, under, and across the

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101 rail corridor, including operating trains, rail cars, business
 102 cars, locomotives, hi-rail vehicles, and other rail equipment
 103 for the movement of freight in overhead and local service;
 104 interchanging rail cars with other freight railroads; providing
 105 pickups, setoffs, transloading services, or storage in transit;
 106 and any and all other activities that are ancillary or related
 107 to the transportation of freight on or along the rail corridor.

108 (i) "Intercity passenger rail service" means all passenger
 109 service on the rail corridor other than commuter rail service
 110 and is characterized by trains making less frequent stops along
 111 the rail corridor than the commuter rail service makes.

112 (j) "Joint infrastructure" means any portion or segment of
 113 the rail corridor which does not contain tracks or
 114 infrastructure designated for the exclusive use of the
 115 authority, AAF, or FECR and portions of the MiamiCentral station
 116 used by both AAF and SFRTA, including, but not limited to,
 117 stairs, elevators, and escalators.

118 (k) "Limited covered accident" means:

119 1. A collision directly between the trains, locomotives,
 120 rail cars, or rail equipment of SFRTA and FECR only, where the
 121 collision is caused by or arising from the willful misconduct of
 122 FECR or its subsidiaries, agents, licensees, employees,
 123 officers, or directors, as adjudicated pursuant to a final and
 124 unappealable court order, or if punitive damages or exemplary
 125 damages are awarded due to the conduct of FECR or its

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126 subsidiaries, agents, licensees, employees, officers, or
 127 directors, as adjudicated pursuant to a final and unappealable
 128 court order; or

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

139 (1) "MiamiCentral" means the primary All Aboard Florida
 140 station located in downtown Miami, which includes exclusive
 141 areas used by the authority for commuter rail service.

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

146 1. Any service operated by the authority between the
 147 MiamiCentral station and any stations in Miami-Dade County,
 148 Broward County, Palm Beach County, or points north on the FECR
 149 rail corridor; and

150 2. SFRTA's commuter rail service on the South Florida Rail

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151 Corridor owned by the department.

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

154 (o) "Other train" means a train that is not SFRTA's train,
155 FECR's train, AAF's train, a train of a non-SFRTA commuter rail
156 service operator, or a train of any other operator of intercity
157 rail passenger service and must be treated as a train of the
158 entity that made the initial request for the train to operate on
159 the rail corridor.

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

162 (q) "Rail corridor" means the portion of a linear
163 contiguous strip of real property which is used for rail service
164 and owned by FECR or owned or controlled by AAF. The term
165 applies only when the authority has, by contract, assumed the
166 obligation to forever protect, defend, indemnify, and hold
167 harmless FECR, AAF, or their successors, in accordance with
168 subsection (2), and acquired an easement interest, a lease, a
169 right to operate, or a right of access. The term includes
170 structures essential to railroad operations, including the land,
171 structures, improvements, rights-of-way, easements, rail lines,
172 rail beds, guideway structures, switches, yards, parking
173 facilities, power relays, switching houses, rail stations, any
174 ancillary development, and any other facilities or equipment
175 used for the purposes of construction, operation, or maintenance

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176 | of a railroad that provides rail service.

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

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

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

184 | or

185 | 3. Meeting, assisting, or in the company of a person
 186 | described in subparagraph 1. or subparagraph 2.

187 | (s) "SFRTA" means the South Florida Regional
 188 | Transportation Authority.

189 | (t) "SFRTA rail corridor invitee" means any rail corridor
 190 | invitee who is SFRTA's commuter rail passenger or is otherwise
 191 | present on the rail corridor at the request of, pursuant to a
 192 | contract with, for the purpose of doing business with, or at the
 193 | behest of SFRTA. The term does not include patrons at any
 194 | station, except those patrons who are also SFRTA's commuter rail
 195 | passengers; any person present on the rail corridor who is a
 196 | patron of the non-SFRTA commuter rail service or is meeting or
 197 | assisting a person who is a patron of the non-SFRTA commuter
 198 | rail service; commercial or residential tenants of the
 199 | developments in and around the stations or their invitees; or
 200 | any third parties performing work at a station or in the rail

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201 corridor, such as employees and invitees of PI or related
 202 entities, utilities, and fiber optic companies or others or
 203 invitees or employees of the department or any county or
 204 municipality.

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

208 (a) To indemnify AAF and FECR in accordance with the terms
 209 specified in this paragraph for so long as AAF and FECR or their
 210 successors in interest agree to indemnify the authority in
 211 accordance with the terms specified in this paragraph.

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

224 2. Except as specifically provided in this paragraph, the
 225 authority shall protect, defend, indemnify, and hold harmless

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226 AAF and its officers, agents, employees, successors, and assigns
 227 from and against any liability, cost, and expense, including,
 228 but not limited to, SFRTA commuter rail passengers and SFRTA
 229 rail corridor invitees in, on, or about the rail corridor,
 230 regardless of whether the loss, damage, destruction, injury, or
 231 death giving rise to any such liability, cost, or expense is
 232 caused in whole or in part, and to whatever nature or degree, by
 233 the fault, failure, negligence, misconduct, nonfeasance, or
 234 misfeasance of AAF or its officers, agents, employees,
 235 successors, and assigns; and

236 3. The assumption of liability by the authority may not in
 237 any instance exceed the following parameters of allocation of
 238 risk:

239 a. The authority shall be solely responsible for any loss,
 240 injury, or damage to SFRTA commuter rail passengers, or to SFRTA
 241 rail corridor invitees, or trespassers, other than passengers or
 242 invitees of the non-SFRTA commuter rail service, regardless of
 243 circumstances or cause, subject to the terms and provisions of
 244 this paragraph.

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

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

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251 d. When only one train is involved in an incident,
252 including incidents with trespassers or at at-grade crossings,
253 the authority shall be solely responsible for any loss, injury,
254 or damage if the train is an SFRTA train.

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

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

265 g. For the purposes of this paragraph:

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

269 (II) In an incident involving any other train that is not
270 an SFRTA train, the other train shall be treated as an SFRTA
271 train solely for purposes of any allocation of liability
272 between:

273 (A) SFRTA and FECR. SFRTA and FECR shall share
274 responsibility equally as to third parties outside the rail
275 corridor who incur loss, injury, or damage as a result of any

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276 incident involving both SFRTA's train and FECR's train, and the
277 allocation as between SFRTA and FECR, regardless of whether the
278 other train is treated as an SFRTA train, shall remain one-half
279 each as to third parties outside the rail corridor who incur
280 loss, injury, or damage as a result of the incident. The
281 involvement of any other train shall not alter the sharing of
282 equal responsibility as to third parties outside the rail
283 corridor who incur loss, injury, or damage as a result of the
284 incident.

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

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

298 (I) If only an SFRTA train and an FECR train, or only an
299 other train that is an SFRTA train by definition and an FECR
300 train, are involved in an incident, SFRTA shall be responsible

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301 for its property and all SFRTA's commuter rail passengers, SFRTA
 302 employees, and SFRTA rail corridor invitees. FECR shall be
 303 responsible for its property and all of its employees and FECR
 304 rail corridor invitees. SFRTA and FECR shall each share one-half
 305 responsibility as to the joint infrastructure and rail corridor
 306 invitees who are not SFRTA rail corridor invitees or FECR rail
 307 corridor invitees, including, but not limited to, trespassers or
 308 third parties outside the rail corridor who incur loss, injury,
 309 or damage as a result of the incident.

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

323 (III) If an FECR train, an SFRTA train, and an AAF train
 324 are involved in an incident, SFRTA shall be responsible for its
 325 property and all SFRTA's commuter rail passengers, SFRTA

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326 employees, and SFRTA rail corridor invitees. AAF shall be
327 responsible for its property and all of its employees, AAF's
328 intercity rail passengers, and AAF rail corridor invitees. FECR
329 shall be responsible for its property and all of its employees
330 and FECR rail corridor invitees. SFRTA, FECR, and AAF shall each
331 share one-third responsibility as to the joint infrastructure
332 and rail corridor invitees who are not SFRTA rail corridor
333 invitees, AAF rail corridor invitees, or FECR rail corridor
334 invitees, including, but not limited to, trespassers or third
335 parties outside the rail corridor who incur loss, injury, or
336 damage as a result of the incident.

337 (IV) If an SFRTA train, an FECR train, and an AAF train
338 are involved in an incident, the allocation of liability among
339 SFRTA, FECR, and AAF shall be one-third each as to third parties
340 outside the rail corridor who incur loss, injury, or damage as a
341 result of the incident.

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

347 (VI) If an SFRTA train, an AAF train, and any other train
348 are involved in an incident, the allocation of liability among
349 SFRTA, AAF, and the other train shall be one-third each as to
350 third parties outside the rail corridor who incur loss, injury,

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351 or damage as a result of the incident.

352 i. Notwithstanding anything to the contrary set forth in
353 this paragraph, SFRTA is not obligated to indemnify FECR and AAF
354 for any amount in excess of the insurance coverage limit.

355 Regardless of whether SFRTA maintains the insurance coverage
356 required pursuant to paragraph (b) to cover the indemnification
357 obligations of this paragraph, SFRTA shall remain responsible
358 for the indemnification obligations set forth in this paragraph
359 up to the insurance coverage limit.

360 j. If the non-SFRTA commuter rail service is provided by
361 an entity under contract with AAF, SFRTA may elect, at its sole
362 discretion, to provide the same insurance coverage and to
363 indemnify and hold harmless any non-SFRTA commuter rail service
364 operator to the same extent that it provides such insurance or
365 indemnification to AAF pursuant to this section.

366 (b) To purchase railroad liability insurance of \$295
367 million per occurrence, which amount shall be adjusted in
368 accordance with applicable law up to the insurance coverage
369 limit, with a \$5 million self-insurance retention account that
370 shall be composed of and defined as the "SFRTA insurance
371 program." The SFRTA insurance program may, at SFRTA's sole
372 discretion, cover the obligations described in this section or
373 any other service operated by SFRTA on a rail corridor. Because
374 the self-insurance retention account is a part of the SFRTA
375 insurance program, all definitions, terms, conditions,

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376 restrictions, exclusions, obligations, and duties included in
377 any and all of the policies of insurance procured by SFRTA for
378 the SFRTA insurance program shall apply to the self-insurance
379 retention account and its application to claims against the
380 applicable insureds. SFRTA shall name FECR and AAF as insureds
381 on any policies it procures pursuant to this section at no cost
382 to AAF and FECR and ensure that all policies shall have a waiver
383 of exclusion for punitive damages and coverage for claims made
384 pursuant to the Federal Employers Liability Act, 45 U.S.C. ss.
385 51 et seq. Such policies must also include terrorism coverage,
386 pollution coverage, including, but not limited to, coverage
387 applicable in the event of a railroad accident, a derailment, or
388 an overturn, and evacuation expense coverage.

389 Section 2. Paragraph (d) is added to subsection (17) of
390 section 341.302, Florida Statutes, to read:

391 341.302 Rail program; duties and responsibilities of the
392 department.—The department, in conjunction with other
393 governmental entities, including the rail enterprise and the
394 private sector, shall develop and implement a rail program of
395 statewide application designed to ensure the proper maintenance,
396 safety, revitalization, and expansion of the rail system to
397 assure its continued and increased availability to respond to
398 statewide mobility needs. Within the resources provided pursuant
399 to chapter 216, and as authorized under federal law, the
400 department shall:

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

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

411
412 Neither the assumption by contract to protect, defend,
413 indemnify, and hold harmless; the purchase of insurance; nor the
414 establishment of a self-insurance retention fund shall be deemed
415 to be a waiver of any defense of sovereign immunity for torts
416 nor deemed to increase the limits of the department's or the
417 governmental entity's liability for torts as provided in s.
418 768.28. The requirements of s. 287.022(1) shall not apply to the
419 purchase of any insurance under this subsection. The provisions
420 of this subsection shall apply and inure fully as to any other
421 governmental entity providing commuter rail service and
422 constructing, operating, maintaining, or managing a rail
423 corridor on publicly owned right-of-way under contract by the
424 governmental entity with the department or a governmental entity
425 designated by the department. Notwithstanding any law to the

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426 | contrary, procurement for the construction, operation,
 427 | maintenance, and management of any rail corridor described in
 428 | this subsection, whether by the department, a governmental
 429 | entity under contract with the department, or a governmental
 430 | entity designated by the department, shall be pursuant to s.
 431 | 287.057 and shall include, but not be limited to, criteria for
 432 | the consideration of qualifications, technical aspects of the
 433 | proposal, and price. Further, any such contract for design-build
 434 | shall be procured pursuant to the criteria in s. 337.11(7).

435 | Section 3. Section 343.52, Florida Statutes, is amended to
 436 | read:

437 | 343.52 Definitions.—As used in this part, the term:

438 | (1)~~(3)~~ "Area served" means Miami-Dade, Broward, and Palm
 439 | Beach Counties. However, this area may be expanded by mutual
 440 | consent of the authority and the board of county commissioners
 441 | of Monroe County. The authority may not expand into any
 442 | additional counties without the department's prior written
 443 | approval.

444 | (2)~~(1)~~ "Authority" means the South Florida Regional
 445 | Transportation Authority.

446 | (3)~~(2)~~ "Board" means the governing body of the authority.

447 | (4) "Department" means the Department of Transportation.

448 | (5)~~(7)~~ "Feeder transit services" means a transit system
 449 | that transports passengers to or from stations within or across
 450 | counties.

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

452 (7)~~(5)~~ "Transit facilities" means property, avenues of
 453 access, equipment, or buildings built and installed in Miami-
 454 Dade, Broward, and Palm Beach Counties which are required to
 455 support a transit system.

456 (8)~~(4)~~ "Transit system" means a system used for the
 457 transportation of people and goods by means of, without
 458 limitation, a street railway, an elevated railway having a fixed
 459 guideway, a commuter railroad, a subway, motor vehicles, or
 460 motor buses, and includes a complete system of tracks, stations,
 461 and rolling stock necessary to effectuate passenger service to
 462 or from the surrounding regional municipalities.

463 Section 4. Paragraph (d) of subsection (2) of section
 464 343.53, Florida Statutes, is amended to read:

465 343.53 South Florida Regional Transportation Authority.—

466 (2) The governing board of the authority shall consist of
 467 10 voting members, as follows:

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

471 1. The county commission of the county shall elect a
 472 commissioner as that commission's representative on the board.
 473 The commissioner must be a member of the county commission when
 474 elected and for the full extent of his or her term.

475 2. The Governor shall appoint a citizen member to the

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476 board who is not a member of the county commission but who is a
 477 resident and a qualified elector of that county.

478 Section 5. Subsections (4) and (5) of section 343.54,
 479 Florida Statutes, are renumbered as subsections (5) and (6),
 480 respectively, and a new subsection (4) is added to that section
 481 to read:

482 343.54 Powers and duties.—

483 (4) Notwithstanding any other provision of this part, the
 484 authority may not enter into, extend, or renew any contract or
 485 other agreement that may be funded, in whole or in part, with
 486 funds provided by the department without the prior review and
 487 written approval by the department of the authority's proposed
 488 expenditures.

489 Section 6. Paragraph (c) of subsection (4) of section
 490 343.58, Florida Statutes, is amended to read:

491 343.58 County funding for the South Florida Regional
 492 Transportation Authority.—

493 (4) Notwithstanding any other provision of law to the
 494 contrary and effective July 1, 2010, until as provided in
 495 paragraph (d), the department shall transfer annually from the
 496 State Transportation Trust Fund to the South Florida Regional
 497 Transportation Authority the amounts specified in subparagraph
 498 (a)1. or subparagraph (a)2.

499 (c)1. Funds provided to the authority by the department
 500 under this subsection constitute state financial assistance

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501 provided to a nonstate entity to carry out a state project
502 subject to ss. 215.97 and 215.971. The department shall provide
503 the funds in accordance with the terms of a written agreement to
504 be entered into between the authority and the department, which
505 shall provide for department review, approval, and audit of
506 authority expenditure of such funds and shall include such other
507 provisions as are required by applicable law. The department is
508 specifically authorized to agree to advance the authority 25
509 percent of the total funds provided under this subsection for a
510 state fiscal year at the beginning of each state fiscal year,
511 with monthly payments over the fiscal year on a reimbursement
512 basis as supported by invoices and such additional documentation
513 and information as the department may reasonably require and a
514 reconciliation of the advance against remaining invoices in the
515 last quarter of the fiscal year ~~may not be committed by the~~
516 ~~authority without the approval of the department, which may not~~
517 ~~be unreasonably withheld. At least 90 days before advertising~~
518 ~~any procurement or renewing any existing contract that will rely~~
519 ~~on state funds for payment, the authority shall notify the~~
520 ~~department of the proposed procurement or renewal and the~~
521 ~~proposed terms thereof. If the department, within 60 days after~~
522 ~~receipt of notice, objects in writing to the proposed~~
523 ~~procurement or renewal, specifying its reasons for objection,~~
524 ~~the authority may not proceed with the proposed procurement or~~
525 ~~renewal. Failure of the department to object in writing within~~

ENROLLED

CS/CS/CS/HB 695

2017 Legislature

526 | ~~60 days after notice shall be deemed consent. This requirement~~
527 | ~~does not impair or cause the authority to cancel contracts that~~
528 | ~~exist as of June 30, 2012.~~

529 | 2. To enable the department to evaluate the authority's
530 | proposed uses of state funds, the authority shall annually
531 | provide the department with its proposed budget for the
532 | following authority fiscal year and shall promptly provide the
533 | department with any additional documentation or information
534 | required by the department for its evaluation of the proposed
535 | uses of the state funds.

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