

1 A bill to be entitled
2 An act relating to the South Florida Regional
3 Transportation Authority; creating s. 343.545, F.S.;
4 defining terms; authorizing the South Florida Regional
5 Transportation Authority, in conjunction with the
6 operation of a certain commuter rail service, to have
7 the power to assume specified indemnification and
8 insurance obligations, subject to certain
9 requirements; amending s. 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

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) "Authority" or "SFRTA" means the South Florida
62 Regional Transportation Authority.

63 (e) "Commuter rail passenger" means any person, ticketed
64 or unticketed, using the commuter rail service on the rail
65 corridor:

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

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

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

75 (f) "Commuter rail service" means the operation of the

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

87 (g) "Existing IRIS crossing" means the existing, at-grade
88 railroad crossing between the SFRC and the rail corridor located
89 in Miami-Dade County.

90 (h) "Florida East Coast Railway" or "FECR" means Florida
91 East Coast Railway, LLC, or its successors and assigns.

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

101 others, or invitees or employees of the department or any county
102 or municipality.

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

113 (k) "Intercity passenger rail service" means all passenger
114 service on the rail corridor other than commuter rail service
115 and is characterized by trains making less frequent stops along
116 the rail corridor than the commuter rail service makes.

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

123 (m) "Limited covered accident" means:

124 1. A collision directly between the trains, locomotives,
125 rail cars, or rail equipment of SFRTA and FECR only, where the

126 collision is caused by or arising from the willful misconduct of
127 FECR or its subsidiaries, agents, licensees, employees,
128 officers, or directors, as adjudicated pursuant to a final and
129 unappealable court order, or if punitive damages or exemplary
130 damages are awarded due to the conduct of FECR or its
131 subsidiaries, agents, licensees, employees, officers, or
132 directors, as adjudicated pursuant to a final and unappealable
133 court order; or

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

144 (n) "MiamiCentral" means the primary All Aboard Florida
145 station located in downtown Miami, which includes exclusive
146 areas used by the authority for commuter rail service.

147 (o) "Non-SFRTA commuter rail service" means AAF's
148 operation, or an AAF third-party designee's operation, of trains
149 in any commuter rail service on the rail corridor which is not
150 SFRTA's commuter rail service. The term does not include:

151 1. Any service operated by the authority between the
152 MiamiCentral station and any stations in Miami-Dade County,
153 Broward County, Palm Beach County, or points north on the FECR
154 rail corridor; and

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

157 (p) "Non-SFRTA commuter rail service operator" means the
158 operator of any non-SFRTA commuter rail service.

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

165 (r) "Passenger easement" means a permanent, perpetual, and
166 exclusive easement on, along, over, under, or across the rail
167 corridor for commuter rail service.

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

170 (t) "Rail corridor" means the portion of a linear
171 contiguous strip of real property which is used for rail service
172 and owned by FECR or owned or controlled by AAF. The term
173 applies only when the authority has, by contract, assumed the
174 obligation to forever protect, defend, indemnify, and hold
175 harmless FECR, AAF, or their successors, in accordance with

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

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

- 189 1. Present at the behest of an AAF, an SFRTA, an FECR, or
190 the non-SFRTA commuter rail service operator for any purpose;
191 2. Otherwise entitled to be on or about the rail corridor;
192 or
193 3. Meeting, assisting, or in the company of a person
194 described in subparagraph 1. or subparagraph 2.

195 (v) "SFRC" means South Florida Rail Corridor.

196 (w) "SFRTA rail corridor invitee" means any rail corridor
197 invitee who is SFRTA's commuter rail passenger or is otherwise
198 present on the rail corridor at the request of, pursuant to a
199 contract with, for the purpose of doing business with, or at the
200 behest of SFRTA. The term does not include patrons at any

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

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

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

219 1. Except as specifically provided in this paragraph, the
220 authority shall protect, defend, indemnify, and hold harmless
221 FECR and its officers, agents, employees, successors, and
222 assigns from and against any liability, cost, and expense,
223 including, but not limited to, SFRTA's commuter rail passengers
224 and rail corridor invitees in, on, or about the rail corridor,
225 regardless of whether the loss, damage, destruction, injury, or

226 death giving rise to any such liability, cost, or expense is
227 caused in whole or in part, and to whatever nature or degree, by
228 the fault, failure, negligence, misconduct, nonfeasance, or
229 misfeasance of FECR or its officers, agents, employees,
230 successors, and assigns;

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

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

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

251 this paragraph.

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

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

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

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

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

272 g. For the purposes of this paragraph:

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

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

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

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

301 equal responsibility as to third parties outside the rail
302 corridor who incur loss, injury, or damage as a result of the
303 incident.

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

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

317 (II) If only an SFRTA train and an AAF train, or only an
318 other train that is by definition an SFRTA train and an AAF
319 train, are involved in an incident, SFRTA shall be responsible
320 for its property and all SFRTA's commuter rail passengers, SFRTA
321 employees, and SFRTA rail corridor invitees. AAF shall be
322 responsible for its property and all of its employees, AAF's
323 intercity rail passengers, and AAF rail corridor invitees. SFRTA
324 and AAF shall each share one-half responsibility as to the joint
325 infrastructure and rail corridor invitees who are not SFRTA rail

326 corridor invitees or AAF rail corridor invitees, including, but
327 not limited to, trespassers or third parties outside the rail
328 corridor who incur loss, injury, or damage as a result of the
329 incident.

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

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

349 (V) If an SFRTA train, an FECR train, and any other train
350 are involved in an incident, the allocation of liability among

351 SFRTA, FECR, and the other train shall be one-third each as to
352 third parties outside the rail corridor who incur loss, injury,
353 or damage as a result of the incident.

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

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

362 Regardless of whether SFRTA maintains the insurance coverage
363 required pursuant to paragraph (b) to cover the indemnification
364 obligations of this paragraph, SFRTA shall remain responsible
365 for the indemnification obligations set forth in this paragraph
366 up to the insurance coverage limit.

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

373 (b) To purchase railroad liability insurance of \$295
374 million per occurrence, which amount shall be adjusted in
375 accordance with applicable law up to the insurance coverage

376 limit, with a \$5 million self-insurance retention account that
377 shall be composed of and defined as the "SFRTA insurance
378 program." The SFRTA insurance program may, at SFRTA's sole
379 discretion, cover the obligations described in this section or
380 any other service operated by SFRTA on a rail corridor. Because
381 the self-insurance retention account is a part of the SFRTA
382 insurance program, all definitions, terms, conditions,
383 restrictions, exclusions, obligations, and duties included in
384 any and all of the policies of insurance procured by SFRTA for
385 the SFRTA insurance program shall apply to the self-insurance
386 retention account and its application to claims against the
387 applicable insureds. SFRTA shall name FECR and AAF as insureds
388 on any policies it procures pursuant to this section at no cost
389 to AAF and FECR and ensure that all policies shall have a waiver
390 of exclusion for punitive damages and coverage for claims made
391 pursuant to the Federal Employers Liability Act, 45 U.S.C. ss.
392 51 et seq. Such policies must also include terrorism coverage,
393 pollution coverage, including, but not limited to, coverage
394 applicable in the event of a railroad accident, a derailment, or
395 an overturn, and evacuation expense coverage.

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

398 341.302 Rail program; duties and responsibilities of the
399 department.—The department, in conjunction with other
400 governmental entities, including the rail enterprise and the

401 private sector, shall develop and implement a rail program of
402 statewide application designed to ensure the proper maintenance,
403 safety, revitalization, and expansion of the rail system to
404 assure its continued and increased availability to respond to
405 statewide mobility needs. Within the resources provided pursuant
406 to chapter 216, and as authorized under federal law, the
407 department shall:

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

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

418
419 Neither the assumption by contract to protect, defend,
420 indemnify, and hold harmless; the purchase of insurance; nor the
421 establishment of a self-insurance retention fund shall be deemed
422 to be a waiver of any defense of sovereign immunity for torts
423 nor deemed to increase the limits of the department's or the
424 governmental entity's liability for torts as provided in s.
425 768.28. The requirements of s. 287.022(1) shall not apply to the

426 purchase of any insurance under this subsection. The provisions
 427 of this subsection shall apply and inure fully as to any other
 428 governmental entity providing commuter rail service and
 429 constructing, operating, maintaining, or managing a rail
 430 corridor on publicly owned right-of-way under contract by the
 431 governmental entity with the department or a governmental entity
 432 designated by the department. Notwithstanding any law to the
 433 contrary, procurement for the construction, operation,
 434 maintenance, and management of any rail corridor described in
 435 this subsection, whether by the department, a governmental
 436 entity under contract with the department, or a governmental
 437 entity designated by the department, shall be pursuant to s.
 438 287.057 and shall include, but not be limited to, criteria for
 439 the consideration of qualifications, technical aspects of the
 440 proposal, and price. Further, any such contract for design-build
 441 shall be procured pursuant to the criteria in s. 337.11(7).

442 Section 3. Section 343.52, Florida Statutes, is amended to
 443 read:

444 343.52 Definitions.—As used in this part, the term:

445 (1)~~(3)~~ "Area served" means Miami-Dade, Broward, and Palm
 446 Beach Counties. However, this area may be expanded by mutual
 447 consent of the authority and the board of county commissioners
 448 of Monroe County. The authority may not expand into any
 449 additional counties without the department's prior written
 450 approval.

451 (2)~~(1)~~ "Authority" means the South Florida Regional
 452 Transportation Authority.

453 (3)~~(2)~~ "Board" means the governing body of the authority.

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

455 (5)~~(7)~~ "Feeder transit services" means a transit system
 456 that transports passengers to or from stations within or across
 457 counties.

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

459 (7)~~(5)~~ "Transit facilities" means property, avenues of
 460 access, equipment, or buildings built and installed in Miami-
 461 Dade, Broward, and Palm Beach Counties which are required to
 462 support a transit system.

463 (8)~~(4)~~ "Transit system" means a system used for the
 464 transportation of people and goods by means of, without
 465 limitation, a street railway, an elevated railway having a fixed
 466 guideway, a commuter railroad, a subway, motor vehicles, or
 467 motor buses, and includes a complete system of tracks, stations,
 468 and rolling stock necessary to effectuate passenger service to
 469 or from the surrounding regional municipalities.

470 Section 4. Paragraph (d) of subsection (2) of section
 471 343.53, Florida Statutes, is amended to read:

472 343.53 South Florida Regional Transportation Authority.—

473 (2) The governing board of the authority shall consist of
 474 10 voting members, as follows:

475 (d) If the authority's service area is expanded pursuant

476 to s. 343.54(6) ~~343.54(5)~~, the county containing the new service
477 area shall have two members appointed to the board as follows:

478 1. The county commission of the county shall elect a
479 commissioner as that commission's representative on the board.
480 The commissioner must be a member of the county commission when
481 elected and for the full extent of his or her term.

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

485 Section 5. Subsections (4) and (5) of section 343.54,
486 Florida Statutes, are renumbered as subsections (5) and (6),
487 respectively, and a new subsection (4) is added to that section
488 to read:

489 343.54 Powers and duties.—

490 (4) Notwithstanding any other provision of this part, the
491 authority may not enter into, extend, or renew any contract or
492 other agreement that may be funded, in whole or in part, with
493 funds provided by the department without the prior review and
494 written approval by the department of the authority's proposed
495 expenditures.

496 Section 6. Paragraph (c) of subsection (4) of section
497 343.58, Florida Statutes, is amended to read:

498 343.58 County funding for the South Florida Regional
499 Transportation Authority.—

500 (4) Notwithstanding any other provision of law to the

501 contrary and effective July 1, 2010, until as provided in
502 paragraph (d), the department shall transfer annually from the
503 State Transportation Trust Fund to the South Florida Regional
504 Transportation Authority the amounts specified in subparagraph
505 (a)1. or subparagraph (a)2.

506 (c)1. Funds provided to the authority by the department
507 under this subsection constitute state financial assistance
508 provided to a nonstate entity to carry out a state project
509 subject to ss. 215.97 and 215.971. The department shall provide
510 the funds in accordance with the terms of a written agreement to
511 be entered into between the authority and the department, which
512 shall provide for department review, approval, and audit of
513 authority expenditure of such funds and shall include such other
514 provisions as are required by applicable law. The department is
515 specifically authorized to agree to advance the authority 25
516 percent of the total funds provided under this subsection for a
517 state fiscal year at the beginning of each state fiscal year,
518 with monthly payments over the fiscal year on a reimbursement
519 basis as supported by invoices and such additional documentation
520 and information as the department may reasonably require and a
521 reconciliation of the advance against remaining invoices in the
522 last quarter of the fiscal year ~~may not be committed by the~~
523 ~~authority without the approval of the department, which may not~~
524 ~~be unreasonably withheld. At least 90 days before advertising~~
525 ~~any procurement or renewing any existing contract that will rely~~

526 | ~~on state funds for payment, the authority shall notify the~~
527 | ~~department of the proposed procurement or renewal and the~~
528 | ~~proposed terms thereof. If the department, within 60 days after~~
529 | ~~receipt of notice, objects in writing to the proposed~~
530 | ~~procurement or renewal, specifying its reasons for objection,~~
531 | ~~the authority may not proceed with the proposed procurement or~~
532 | ~~renewal. Failure of the department to object in writing within~~
533 | ~~60 days after notice shall be deemed consent. This requirement~~
534 | ~~does not impair or cause the authority to cancel contracts that~~
535 | ~~exist as of June 30, 2012.~~

536 | 2. To enable the department to evaluate the authority's
537 | proposed uses of state funds, the authority shall annually
538 | provide the department with its proposed budget for the
539 | following authority fiscal year and shall promptly provide the
540 | department with any additional documentation or information
541 | required by the department for its evaluation of the proposed
542 | uses of the state funds.

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