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Proposed Committee Substitute by the Committee on Appropriations
(Appropriations Subcommittee on Transportation, Tourism, and
Economic Development)

A bill to be entitled

An act relating to the South Florida Regional
Transportation Authority; creating s. 343.545, F.S.;
defining terms; authorizing the South Florida Regional
Transportation Authority, in conjunction with the
operation of a certain commuter rail service, to have
the power to assume specified indemnification and
insurance obligations, subject to certain
requirements; amending s. 343.52, F.S.; defining the
term "department"; amending s. 343.53, F.S.;
conforming a cross-reference; amending s. 343.54,
F.S.; prohibiting the South Florida Regional
Transportation Authority from entering into,
extending, or renewing certain contracts or agreements
without the Department of Transportation's approval of
the authority's expenditures; amending s. 343.58,
F.S.; providing that certain funds constitute state
financial assistance for specified purposes; requiring
that certain funds be paid pursuant to a written
agreement between the department and the authority;
providing certain required terms for the written
agreement between the department and the authority;
authorizing the department to advance the authority
certain funding, subject to certain requirements;
requiring the authority to promptly provide the
department with any additional documentation or



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27 information required by the department for its
28 evaluation of the proposed uses of certain state
29 funds; amending s. 341.302, F.S.; authorizing the
30 department to agree to assume certain indemnification
31 and insurance obligations under certain circumstances;
32 providing an effective date.

33
34 Be It Enacted by the Legislature of the State of Florida:

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

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

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

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

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

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

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

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

55 (c) "AAF rail corridor invitee" means any rail corridor



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

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

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

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

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

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



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85 rail corridor for the purpose of passengers entraining and
86 detraining, and including the nonrevenue movement of trains for
87 storage or maintenance. The term does not include the operation
88 of trains by AAF transporting passengers in intercity passenger
89 rail service between passenger rail stations established by AAF
90 at Miami-Dade, Fort Lauderdale, West Palm Beach, or future
91 stations, but shall include the provision of non-SFRTA commuter
92 rail service by AAF or a third party designated by AAF,
93 including SFRTA.

94 (f) "Existing IRIS crossing" means the existing, at-grade
95 railroad crossing between the SFRC and the rail corridor located
96 in Miami-Dade County.

97 (g) "Florida East Coast Railway" or "FECR" means Florida
98 East Coast Railway, LLC, or its successors and assigns.

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

110 (i) "Freight rail service" means any and all uses and
111 purposes that are ancillary or related to current and future
112 freight rail operations on, along, over, under, and across the
113 rail corridor, including operating trains, rail cars, business



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114 cars, locomotives, hi-rail vehicles, and other rail equipment
115 for the movement of freight in overhead and local service;
116 interchanging rail cars with other freight railroads; providing
117 pickups, setoffs, transloading services, or storage in transit;
118 and any and all other activities that are ancillary or related
119 to the transportation of freight on or along the rail corridor.

120 (j) "Intercity passenger rail service" means all passenger
121 service on the rail corridor other than commuter rail service
122 and is characterized by trains making less frequent stops along
123 the rail corridor than the commuter rail service does.

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

130 (l) "Limited covered accident" means:

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

141 2. A collision directly between the trains, locomotives,
142 rail cars, or rail equipment of SFRTA and AAF only, if the



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143 collision is caused by or arising from the willful misconduct of
144 AAF or its subsidiaries, agents, licensees, employees, officers,
145 or directors, as adjudicated pursuant to a final and
146 unappealable court order, or if punitive damages or exemplary
147 damages are awarded due to the conduct of AAF or its
148 subsidiaries, agents, licensees, employees, officers, or
149 directors, as adjudicated pursuant to a final and unappealable
150 court order.

151 (m) "MiamiCentral" means the primary All Aboard Florida
152 station located in downtown Miami, which includes exclusive
153 areas used by the authority for commuter rail service.

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

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

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

164 (o) "Non-SFRTA commuter rail service operator" means the
165 operator of any non-SFRTA commuter rail service.

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



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172 (q) "Passenger easement" means a permanent, perpetual, and
173 exclusive easement on, along, over, under, or across the rail
174 corridor for commuter rail service.

175 (r) "PI" means FDG Flagler Station II, LLC, which has an
176 easement on the rail corridor for nonrail uses.

177 (s) "Rail corridor" means the portion of a linear
178 contiguous strip of real property which is used for rail service
179 and owned by FECR or owned or controlled by AAF. The term
180 applies only when the authority has, by contract, assumed the
181 obligation to forever protect, defend, indemnify, and hold
182 harmless FECR, AAF, or their successors, in accordance with
183 subsection (2), and acquired an easement interest, a lease, a
184 right to operate, or a right of access. The term includes
185 structures essential to railroad operations, including the land,
186 structures, improvements, rights-of-way, easements, rail lines,
187 rail beds, guideway structures, switches, yards, parking
188 facilities, power relays, switching houses, rail stations, any
189 ancillary development, and any other facilities or equipment
190 used for the purposes of construction, operation, or maintenance
191 of a railroad that provides rail service.

192 (t) "Rail corridor invitee" means any person who is on or
193 about the rail corridor in which the AAF, SFRTA, or the non-
194 SFRTA commuter rail service operator has an easement interest, a
195 lease, a right to operate, or a right of access, and who is:

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

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

199 or

200 3. Meeting, assisting, or in the company of a person



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201 described in subparagraph 1. or subparagraph 2.

202 (u) "SFRC" means South Florida Rail Corridor.

203 (v) "South Florida Regional Transportation Authority" or
204 "SFRTA" means the authority.

205 (w) "SFRTA rail corridor invitee" means any rail corridor
206 invitee who is SFRTA's commuter rail passenger or is otherwise
207 present on the rail corridor at the request of, pursuant to a
208 contract with, for the purpose of doing business with, or at the
209 behest of SFRTA. The term does not include patrons at any
210 station, except those patrons who are also SFRTA's commuter rail
211 passengers; any person present on the rail corridor who is a
212 patron of the non-SFRTA commuter rail service or is meeting or
213 assisting a person who is a patron of the non-SFRTA commuter
214 rail service; commercial or residential tenants of the
215 developments in and around the stations or their invitees; or
216 any third parties performing work at a station or in the rail
217 corridor, such as employees and invitees of PI or related
218 entities, utilities, and fiber optic companies or others, or
219 invitees or employees of the department or any county or
220 municipality.

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

224 (a) To indemnify AAF and FECR in accordance with the terms
225 specified in this paragraph for so long as AAF and FECR or their
226 successors in interest agree to indemnify the authority in
227 accordance with the terms specified in this paragraph.

228 1. Except as specifically provided in this paragraph, the
229 authority shall protect, defend, indemnify, and hold harmless



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

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

252 3. The assumption of liability by the authority may not in
253 any instance exceed the following parameters of allocation of
254 risk:

255 a. The authority shall be solely responsible for any loss,
256 injury, or damage to SFRTA commuter rail passengers, or to SFRTA
257 rail corridor invitees or trespassers, other than passengers or
258 invitees of the non-SFRTA commuter rail service, regardless of



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259 circumstances or cause, subject to the terms and provisions of
260 this paragraph.

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

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

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

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

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

281 g. For the purposes of this paragraph:

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

285 (II) In an incident involving any other train that is not
286 an SFRTA train, the other train shall be treated as an SFRTA
287 train solely for purposes of any allocation of liability



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288 between:

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

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

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

313 (I) If only an SFRTA train and a FECR train, or only an
314 other train that is an SFRTA train by definition and a FECR
315 train, are involved in an incident, SFRTA shall be responsible
316 for its property, all SFRTA's commuter rail passengers, SFRTA



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317 employees, and SFRTA rail corridor invitees. FECR shall be
318 responsible for its property and all of its employees and FECR
319 rail corridor invitees. SFRTA and FECR shall each share one-half
320 responsibility as to the joint infrastructure and rail corridor
321 invitees who are not SFRTA rail corridor invitees or FECR rail
322 corridor invitees, including, but not limited to, trespassers or
323 third parties outside the rail corridor who incur loss, injury,
324 or damage as a result of the incident.

325 (II) If only an SFRTA train and an AAF train, or only an
326 other train that is by definition an SFRTA train and an AAF
327 train, are involved in an incident, SFRTA shall be responsible
328 for its property, all SFRTA's commuter rail passengers, SFRTA
329 employees, and SFRTA rail corridor invitees. AAF shall be
330 responsible for its property and all of its employees, AAF's
331 intercity rail passengers, and AAF rail corridor invitees. SFRTA
332 and AAF shall each share one-half responsibility as to the joint
333 infrastructure and rail corridor invitees who are not SFRTA rail
334 corridor invitees or AAF rail corridor invitees, including, but
335 not limited to, trespassers or third parties outside the rail
336 corridor who incur loss, injury, or damage as a result of the
337 incident.

338 (III) If a FECR train, an SFRTA train, and an AAF train are
339 involved in an incident, SFRTA shall be responsible for its
340 property, all SFRTA's commuter rail passengers, SFRTA employees,
341 and SFRTA rail corridor invitees. AAF shall be responsible for
342 its property and all of its employees, AAF's intercity rail
343 passengers, and AAF rail corridor invitees. FECR shall be
344 responsible for its property and all of its employees and FECR
345 rail corridor invitees. SFRTA, FECR, and AAF shall each share



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346 one-third responsibility as to the joint infrastructure and rail
347 corridor invitees who are not SFRTA rail corridor invitees, AAF
348 rail corridor invitees, or FECR rail corridor invitees,
349 including, but not limited to, trespassers or third parties
350 outside the rail corridor who incur loss, injury, or damage as a
351 result of the incident.

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

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

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

367 i. Notwithstanding anything to the contrary set forth in
368 this paragraph, SFRTA is not obligated to indemnify FECR and AAF
369 for any amount in excess of the insurance coverage limit.
370 Whether or not SFRTA maintains the insurance coverage required
371 pursuant to paragraph (b) to cover the indemnification
372 obligations of this paragraph, SFRTA shall remain responsible
373 for the indemnification obligations set forth in this paragraph
374 up to the insurance coverage limit.



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375 j. If the non-SFRTA commuter rail service is provided by an
376 entity under contract with AAF, SFRTA may elect, at its sole
377 discretion, to provide the same insurance coverage and to
378 indemnify and hold harmless any non-SFRTA commuter rail service
379 operator to the same extent that it provides such insurance or
380 indemnification to AAF pursuant to this section.

381 (b) To purchase railroad liability insurance of \$295
382 million per occurrence, which amount shall be adjusted in
383 accordance with applicable law up to the insurance coverage
384 limit, with a \$5 million self-insurance retention account that
385 shall be composed of and defined as the "SFRTA insurance
386 program." The SFRTA insurance program may, at SFRTA's sole
387 discretion, cover the obligations described in this section or
388 any other service operated by SFRTA on a rail corridor. Because
389 the self-insurance retention account is a part of the SFRTA
390 insurance program, all definitions, terms, conditions,
391 restrictions, exclusions, obligations, and duties included in
392 any and all of the policies of insurance procured by SFRTA for
393 the SFRTA insurance program shall apply to the self-insurance
394 retention account and its application to claims against the
395 applicable insureds. SFRTA shall name FECR and AAF as insureds
396 on any policies it procures pursuant to this section at no cost
397 to AAF and FECR and ensure that all policies shall have a waiver
398 of exclusion for punitive damages and coverage for claims made
399 pursuant to the Federal Employers Liability Act, 45 U.S.C. s. 51
400 et seq. Such policies must also include terrorism coverage,
401 pollution coverage, including, but not limited to, coverage
402 applicable in the event of a railroad accident, a derailment, or
403 an overturn, and evacuation expense coverage.



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404 Section 2. Section 343.52, Florida Statutes, is reordered
405 and amended to read:

406 343.52 Definitions.—As used in this part, the term:

407 (2)~~(1)~~ "Authority" means the South Florida Regional
408 Transportation Authority.

409 (3)~~(2)~~ "Board" means the governing body of the authority.

410 (1)~~(3)~~ "Area served" means Miami-Dade, Broward, and Palm
411 Beach Counties. However, this area may be expanded by mutual
412 consent of the authority and the board of county commissioners
413 of Monroe County. The authority may not expand into any
414 additional counties without the department's prior written
415 approval.

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

417 (8)~~(4)~~ "Transit system" means a system used for the
418 transportation of people and goods by means of, without
419 limitation, a street railway, an elevated railway having a fixed
420 guideway, a commuter railroad, a subway, motor vehicles, or
421 motor buses, and includes a complete system of tracks, stations,
422 and rolling stock necessary to effectuate passenger service to
423 or from the surrounding regional municipalities.

424 (7)~~(5)~~ "Transit facilities" means property, avenues of
425 access, equipment, or buildings built and installed in Miami-
426 Dade, Broward, and Palm Beach Counties which are required to
427 support a transit system.

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

429 (5)~~(7)~~ "Feeder transit services" means a transit system
430 that transports passengers to or from stations within or across
431 counties.

432 Section 3. Paragraph (d) of subsection (2) of section



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433 343.53, Florida Statutes, is amended to read:

434 343.53 South Florida Regional Transportation Authority.—

435 (2) The governing board of the authority shall consist of
436 10 voting members, as follows:

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

440 1. The county commission of the county shall elect a
441 commissioner as that commission's representative on the board.
442 The commissioner must be a member of the county commission when
443 elected and for the full extent of his or her term.

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

447 Section 4. Present subsections (4) and (5) of section
448 343.54, Florida Statutes, are renumbered as subsections (5) and
449 (6), respectively, and a new subsection (4) is added to that
450 section, to read:

451 343.54 Powers and duties.—

452 (4) Notwithstanding any other provision of this part, the
453 authority may not enter into, extend, or renew any contract or
454 other agreement that may be funded, in whole or in part, with
455 funds provided by the department without the prior review and
456 written approval by the department of the authority's proposed
457 expenditures.

458 Section 5. Paragraph (c) of subsection (4) of section
459 343.58, Florida Statutes, is amended to read:

460 343.58 County funding for the South Florida Regional
461 Transportation Authority.—



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462 (4) Notwithstanding any other provision of law to the
463 contrary and effective July 1, 2010, until as provided in
464 paragraph (d), the department shall transfer annually from the
465 State Transportation Trust Fund to the South Florida Regional
466 Transportation Authority the amounts specified in subparagraph
467 (a)1. or subparagraph (a)2.

468 (c)1. Funds provided to the authority by the department
469 under this subsection constitute state financial assistance
470 provided to a nonstate entity to carry out a state project
471 subject to the provisions of s. 215.97 and s. 215.971. The
472 department shall provide the funds in accordance with the terms
473 of a written agreement to be entered into between the authority
474 and the department which shall provide for department review,
475 approval and audit of authority expenditure of such funds, and
476 shall include such other provisions as are required by
477 applicable law. The department is specifically authorized to
478 agree to advance the authority one-fourth of the total funding
479 provided under this subsection for a state fiscal year at the
480 beginning of each state fiscal year, with monthly payments over
481 the fiscal year on a reimbursement basis as supported by
482 invoices and such additional documentation and information as
483 the department may reasonably require, and a reconciliation of
484 the advance against remaining invoices in the last quarter of
485 the fiscal year may not be committed by the authority without
486 the approval of the department, which may not be unreasonably
487 withheld. At least 90 days before advertising any procurement or
488 renewing any existing contract that will rely on state funds for
489 payment, the authority shall notify the department of the
490 proposed procurement or renewal and the proposed terms thereof.



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491 ~~If the department, within 60 days after receipt of notice,~~
492 ~~objects in writing to the proposed procurement or renewal,~~
493 ~~specifying its reasons for objection, the authority may not~~
494 ~~proceed with the proposed procurement or renewal. Failure of the~~
495 ~~department to object in writing within 60 days after notice~~
496 ~~shall be deemed consent. This requirement does not impair or~~
497 ~~cause the authority to cancel contracts that exist as of June~~
498 ~~30, 2012.~~

499 2. To enable the department to evaluate the authority's
500 proposed uses of state funds, the authority shall annually
501 provide the department with its proposed budget for the
502 following authority fiscal year and shall promptly provide the
503 department with any additional documentation or information
504 required by the department for its evaluation of the proposed
505 uses of the state funds.

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

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

518 (17) In conjunction with the acquisition, ownership,
519 construction, operation, maintenance, and management of a rail



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520 corridor, have the authority to:

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

528
529 Neither the assumption by contract to protect, defend,
530 indemnify, and hold harmless; the purchase of insurance; nor the
531 establishment of a self-insurance retention fund shall be deemed
532 to be a waiver of any defense of sovereign immunity for torts
533 nor deemed to increase the limits of the department's or the
534 governmental entity's liability for torts as provided in s.
535 768.28. The requirements of s. 287.022(1) shall not apply to the
536 purchase of any insurance under this subsection. The provisions
537 of this subsection shall apply and inure fully as to any other
538 governmental entity providing commuter rail service and
539 constructing, operating, maintaining, or managing a rail
540 corridor on publicly owned right-of-way under contract by the
541 governmental entity with the department or a governmental entity
542 designated by the department. Notwithstanding any law to the
543 contrary, procurement for the construction, operation,
544 maintenance, and management of any rail corridor described in
545 this subsection, whether by the department, a governmental
546 entity under contract with the department, or a governmental
547 entity designated by the department, shall be pursuant to s.
548 287.057 and shall include, but not be limited to, criteria for



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549 the consideration of qualifications, technical aspects of the
550 proposal, and price. Further, any such contract for design-build
551 shall be procured pursuant to the criteria in s. 337.11(7).

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