

By Senator Artiles

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1 A bill to be entitled
 2 An act relating to the South Florida Regional
 3 Transportation Authority; creating s. 343.545, F.S.;
 4 defining terms; authorizing the South Florida Regional
 5 Transportation Authority, in conjunction with the
 6 operation of a certain commuter rail service, to have
 7 the power to assume specified indemnification and
 8 insurance obligations, subject to certain
 9 requirements; amending s. 343.58, F.S.; requiring the
 10 Department of Transportation to transfer specified
 11 amounts annually from the State Transportation Trust
 12 Fund to the authority; requiring that the transfer be
 13 made through quarterly payments commencing at the
 14 start of each fiscal year; prohibiting state funds
 15 provided to the authority under this section from
 16 being considered state financial assistance subject to
 17 specified provisions; amending s. 341.302, F.S.;
 18 authorizing the department to agree to assume certain
 19 indemnification and insurance obligations under
 20 certain circumstances; providing an effective date.

21
 22 Be It Enacted by the Legislature of the State of Florida:

23
 24 Section 1. Section 343.545, Florida Statutes, is created to
 25 read:

26 343.545 Power to assume indemnification and insurance
 27 obligations; definitions.—

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

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

31 (b) "AAF intercity rail passenger" means any person,
 32 ticketed or unticketed, using the AAF intercity passenger rail

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33 service on the rail corridor:

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

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

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

43 (c) "AAF rail corridor invitee" means any rail corridor
44 invitee who is an AAF intercity rail passenger or is otherwise
45 present on the rail corridor at the request of, pursuant to a
46 contract with, or otherwise for the purpose of doing business
47 with or at the behest of AAF, including persons who are vendors
48 or employees of vendors at the MiamiCentral station or any other
49 station that AAF may construct on the rail corridor. The term
50 does not include patrons at any station, except those patrons
51 who are also AAF's intercity rail passengers; commercial or
52 residential tenants of the developments in and around the
53 stations or their invitees; or any third parties performing work
54 at a station or in the rail corridor, such as employees and
55 invitees of PI or related entities, utilities, and fiber optic
56 companies, or invitees or employees of the department or any
57 county or municipality.

58 (d) "Commuter rail passenger" means any person, ticketed or
59 unticketed, using the commuter rail service on the rail
60 corridor:

61 1. On board trains, locomotives, rail cars, or rail

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62 equipment employed in commuter rail service or entraining
63 thereon and detraining therefrom;

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

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

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

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

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

87 (h) "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

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

112 (k) "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 (l) "Limited covered accident" means:

119 1. A collision directly between the trains, locomotives,

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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
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 (m) "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 (n) "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

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149 rail corridor; and

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

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

154 (p) "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 (q) "Passenger easement" means a permanent, perpetual, and
161 exclusive easement on, along, over, under, or across the rail
162 corridor for commuter rail service.

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

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

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178 used for the purposes of construction, operation, or maintenance
179 of a railroad that provides rail service.

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

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

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

187 or

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

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

191 (v) "South Florida Regional Transportation Authority" or
192 "SFRTA" means the authority.

193 (w) "SFRTA rail corridor invitee" means any rail corridor
194 invitee who is SFRTA's commuter rail passenger or is otherwise
195 present on the rail corridor at the request of, pursuant to a
196 contract with, for the purpose of doing business with, or at the
197 behest of SFRTA. The term does not include patrons at any
198 station, except those patrons who are also SFRTA's commuter rail
199 passengers; any person present on the rail corridor who is a
200 patron of the non-SFRTA commuter rail service or is meeting or
201 assisting a person who is a patron of the non-SFRTA commuter
202 rail service; commercial or residential tenants of the
203 developments in and around the stations or their invitees; or
204 any third parties performing work at a station or in the rail
205 corridor, such as employees and invitees of PI or related
206 entities, utilities, and fiber optic companies or others, or

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207 invitees or employees of the department or any county or
208 municipality.

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

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

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

228 2. Except as specifically provided in this paragraph, the
229 authority shall protect, defend, indemnify, and hold harmless
230 AAF and its officers, agents, employees, successors, and assigns
231 from and against any liability, cost, and expense, including,
232 but not limited to, SFRTA commuter rail passengers and SFRTA
233 rail corridor invitees in, on, or about the rail corridor,
234 regardless of whether the loss, damage, destruction, injury, or
235 death giving rise to any such liability, cost, or expense is

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236 caused in whole or in part, and to whatever nature or degree, by
237 the fault, failure, negligence, misconduct, nonfeasance, or
238 misfeasance of AAF or its officers, agents, employees,
239 successors, and assigns; or

240 3. The assumption of liability by the authority may not in
241 any instance exceed the following parameters of allocation of
242 risk:

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

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

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

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

264 f. When an incident occurs with only AAF's train involved,

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265 including incidents with trespassers or at at-grade crossings,
266 AAF shall be solely responsible for any loss, injury, or damage,
267 except for SFRTA's commuter rail passengers, SFRTA employees,
268 and SFRTA rail corridor invitees.

269 g. For the purposes of this paragraph:

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

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

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

289 (B) SFRTA and AAF. SFRTA and AAF shall share responsibility
290 equally as to third parties outside the rail corridor who incur
291 loss, injury, or damage as a result of any incident involving
292 both an SFRTA train and AAF's train and the allocation as
293 between SFRTA and AAF, regardless of whether the other train is

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294 treated as an SFRTA train, shall remain one-half each as to
295 third parties outside the rail corridor who incur loss, injury,
296 or damage as a result of the incident. The involvement of any
297 other train shall not alter the sharing of equal responsibility
298 as to third parties outside the rail corridor who incur loss,
299 injury, or damage as a result of the incident.

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

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

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

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323 not limited to, trespassers or third parties outside the rail
324 corridor who incur loss, injury, or damage as a result of the
325 incident.

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

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

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

350 (VI) If an SFRTA train, an AAF train, and any other train
351 are involved in an incident, the allocation of liability among

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

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

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

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

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

392 Section 2. Subsection (4) of section 343.58, Florida
393 Statutes, is amended to read:

394 343.58 County funding for the South Florida Regional
395 Transportation Authority.—

396 (4) Notwithstanding any other provision of law to the
397 contrary and effective July 1, 2010, until as provided in
398 paragraph (d), the department shall transfer annually from the
399 State Transportation Trust Fund to the South Florida Regional
400 Transportation Authority, in quarterly payments commencing at
401 the start of each fiscal year, the amounts specified in
402 subparagraph (a)1. or subparagraph (a)2.

403 (a)1. If the authority becomes responsible for maintaining
404 and dispatching the South Florida Rail Corridor:

405 a. \$15 million from the State Transportation Trust Fund to
406 the South Florida Regional Transportation Authority for
407 operations, maintenance, and dispatch; and

408 b. An amount no less than the work program commitments
409 equal to \$27.1 million for fiscal year 2010-2011, as of July 1,

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410 2009, for operating assistance to the authority and corridor
411 track maintenance and contract maintenance for the South Florida
412 Rail Corridor.

413 2. If the authority does not become responsible for
414 maintaining and dispatching the South Florida Rail Corridor:

415 a. \$13.3 million from the State Transportation Trust Fund
416 to the South Florida Regional Transportation Authority for
417 operations; and

418 b. An amount no less than the work program commitments
419 equal to \$17.3 million for fiscal year 2010-2011, as of July 1,
420 2009, for operating assistance to the authority.

421 (b) Funding required by this subsection may not be provided
422 from the funds dedicated to the Florida Rail Enterprise pursuant
423 to s. 201.15(4) (a)4.

424 (c)1. Funds provided to the authority by the department
425 under this subsection may not be committed by the authority
426 without the approval of the department, which may not be
427 unreasonably withheld. At least 90 days before advertising any
428 procurement or renewing any existing contract that will rely on
429 state funds for payment, the authority shall notify the
430 department of the proposed procurement or renewal and the
431 proposed terms thereof. If the department, within 60 days after
432 receipt of notice, objects in writing to the proposed
433 procurement or renewal, specifying its reasons for objection,
434 the authority may not proceed with the proposed procurement or
435 renewal. Failure of the department to object in writing within
436 60 days after notice shall be deemed consent. This requirement
437 does not impair or cause the authority to cancel contracts that
438 exist as of June 30, 2012.

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439 2. To enable the department to evaluate the authority's
440 proposed uses of state funds, the authority shall annually
441 provide the department with its proposed budget for the
442 following authority fiscal year and shall provide the department
443 with any additional documentation or information required by the
444 department for its evaluation of the proposed uses of the state
445 funds.

446 3. State funds provided to the authority pursuant to this
447 subsection beginning July 1, 2010, and thereafter may not be
448 considered state financial assistance subject to s. 215.97 or s.
449 215.971.

450 (d) Funding required by this subsection shall cease upon
451 commencement of an alternate dedicated local funding source
452 sufficient for the authority to meet its responsibilities for
453 operating, maintaining, and dispatching the South Florida Rail
454 Corridor. The authority and the department shall cooperate in
455 the effort to identify and implement such an alternate dedicated
456 local funding source before July 1, 2019. Upon commencement of
457 the alternate dedicated local funding source, the department
458 shall convey to the authority a perpetual commuter rail easement
459 in the South Florida Rail Corridor and all of the department's
460 right, title, and interest in rolling stock, equipment, tracks,
461 and other personal property owned and used by the department for
462 the operation and maintenance of the commuter rail operations in
463 the South Florida Rail Corridor.

464 Section 3. Paragraph (d) is added to subsection (17) of
465 section 341.302, Florida Statutes, to read:

466 341.302 Rail program; duties and responsibilities of the
467 department.—The department, in conjunction with other

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468 governmental entities, including the rail enterprise and the
469 private sector, shall develop and implement a rail program of
470 statewide application designed to ensure the proper maintenance,
471 safety, revitalization, and expansion of the rail system to
472 assure its continued and increased availability to respond to
473 statewide mobility needs. Within the resources provided pursuant
474 to chapter 216, and as authorized under federal law, the
475 department shall:

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

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

486
487 Neither the assumption by contract to protect, defend,
488 indemnify, and hold harmless; the purchase of insurance; nor the
489 establishment of a self-insurance retention fund shall be deemed
490 to be a waiver of any defense of sovereign immunity for torts
491 nor deemed to increase the limits of the department's or the
492 governmental entity's liability for torts as provided in s.
493 768.28. The requirements of s. 287.022(1) shall not apply to the
494 purchase of any insurance under this subsection. The provisions
495 of this subsection shall apply and inure fully as to any other
496 governmental entity providing commuter rail service and

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497 constructing, operating, maintaining, or managing a rail
498 corridor on publicly owned right-of-way under contract by the
499 governmental entity with the department or a governmental entity
500 designated by the department. Notwithstanding any law to the
501 contrary, procurement for the construction, operation,
502 maintenance, and management of any rail corridor described in
503 this subsection, whether by the department, a governmental
504 entity under contract with the department, or a governmental
505 entity designated by the department, shall be pursuant to s.
506 287.057 and shall include, but not be limited to, criteria for
507 the consideration of qualifications, technical aspects of the
508 proposal, and price. Further, any such contract for design-build
509 shall be procured pursuant to the criteria in s. 337.11(7).

510 Section 4. This act shall take effect July 1, 2017.