

By Senator Rodriguez

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1 A bill to be entitled
2 An act relating to indemnification of commuter rail
3 transportation providers; creating part III of ch.
4 343, F.S., entitled "Coastal Link Commuter Rail
5 Service Act"; creating s. 343.711, F.S.; providing a
6 short title; creating s. 343.712, F.S.; defining
7 terms; authorizing an agency to assume the obligation
8 to protect, defend, indemnify, and hold harmless
9 certain entities from and against certain liabilities,
10 costs, and expenses in certain circumstances;
11 prohibiting such assumption of liability from
12 exceeding certain parameters of allocation of risk;
13 requiring that a contractual duty to protect, defend,
14 indemnify, and hold harmless certain entities with
15 respect to claims by rail passengers include a
16 specific limitation on the amount of such duty;
17 requiring the adjustment of such amount in certain
18 circumstances; providing that an employee of an
19 operator is not a coastal link corridor invitee of
20 such operator in certain circumstances; specifying the
21 circumstances under which certain passengers are
22 coastal link corridor invitees of certain operators;
23 requiring that the allocation of liability between
24 certain agencies be allocated as agreed and limited by
25 certain provisions; authorizing an agency to purchase
26 liability insurance up to a specified amount;
27 requiring the adjustment of such amount in certain
28 circumstances; authorizing an agency to establish a
29 self-insurance retention fund for a specified purpose;

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30 providing construction; providing requirements for
31 such fund; providing an effective date.

32
33 Be It Enacted by the Legislature of the State of Florida:

34
35 Section 1. Part III of chapter 343, Florida Statutes,
36 consisting of ss. 343.711 and 343.712, Florida Statutes, is
37 created and entitled "Coastal Link Commuter Rail Service Act."

38 Section 2. Section 343.711, Florida Statutes, is created to
39 read:

40 343.711 Short title.—This part may be cited as the "Coastal
41 Link Commuter Rail Service Act."

42 Section 3. Section 343.712, Florida Statutes, is created to
43 read:

44 343.712 Power to assume indemnification and insurance
45 obligations; definitions.—

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

47 (a) "Agency" means any state agency, county, municipality,
48 district, authority, or other separate unit of government
49 created or established by law which has entered into an
50 agreement with Brightline which authorizes the agency, or a
51 third party selected by the agency, to operate commuter rail
52 service on the coastal link corridor.

53 (b) "Authority" means the South Florida Regional
54 Transportation Authority.

55 (c) "Brightline" means Brightline Trains Florida LLC, or
56 its successors or assigns, or any affiliate that is a party to
57 an agreement with an agency in connection with the coastal link
58 corridor. For purposes of its status as indemnitee under

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59 paragraph (2)(b), the term includes Florida East Coast Dispatch,
60 LLC, or its successors or assigns.

61 (d) "Brightline station" means any intercity passenger rail
62 service station owned and operated by Brightline in the cities
63 of Miami, Fort Lauderdale, Boca Raton, or West Palm Beach or
64 near Aventura, as well as any future station developed by
65 Brightline in connection with its intercity passenger rail
66 service.

67 (e) "Coastal link corridor" means the rail transit system,
68 including the intercity passenger rail service stations and
69 vehicle maintenance facilities, located on or adjacent to a
70 Brightline or Florida East Coast Railway corridor in Miami-Dade
71 County, Broward County, or Palm Beach County. The term includes
72 structures essential to railroad operations, including the land,
73 structures, improvements, rights-of-way, easements, rail lines,
74 rail beds, guideway structures, switches, yards, parking
75 facilities, power relays, switching houses, rail stations,
76 ancillary developments, and any other facilities or equipment
77 used for the purposes of construction, operation, or maintenance
78 of a railroad that provides rail service.

79 (f) "Coastal link corridor invitee" means any person who is
80 on or about the coastal link corridor and who is a passenger or
81 is otherwise present on the coastal link corridor at the request
82 of, pursuant to a contract with, or otherwise for the purpose of
83 doing business with or at the behest of, an operator. The term
84 does not include patrons at any station, except those patrons
85 who are also the operator's passengers; commercial or
86 residential tenants at any station or the developments in and
87 around the stations, or their invitees; or third parties

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88 performing work at a station or in the coastal link corridor,
89 including any utilities or fiber optic companies.

90 (g) "Coastal link corridor limited covered accident" means
91 a collision directly between the trains, locomotives, rail cars,
92 or rail equipment of more than one operator on the coastal link
93 corridor, where the collision is caused by or arising from the
94 willful misconduct of one of the operators, as adjudicated
95 pursuant to a final and unappealable court order, or, if
96 punitive damages or exemplary damages are awarded due to the
97 conduct of such operator, as adjudicated pursuant to a final and
98 unappealable court order.

99 (h) "Commuter rail service" means the operation of an
100 agency's trains transporting passengers and making frequent
101 stops within urban areas and their immediate suburbs along the
102 coastal link corridor for the purpose of passenger boarding and
103 alighting, and the nonrevenue movement of passenger trains for
104 storage, maintenance, or repairs. The term does not include the
105 operation of trains by Brightline at Brightline stations in
106 connection with Brightline's intercity passenger rail service.

107 (i) "Florida East Coast Railway" or "FECR" means Florida
108 East Coast Railway, LLC, or its successors and assigns. For
109 purposes of its status as indemnitee under paragraph (2)(a), the
110 term includes Florida East Coast Dispatch, LLC, or its
111 successors or assigns.

112 (j) "Intercity passenger rail service" means all passenger
113 service on the rail corridor or coastal link corridor, as
114 applicable, other than commuter rail service which is
115 characterized by trains making less frequent stops along the
116 rail corridor than are made by the commuter rail service.

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117 (k) "Joint infrastructure" means any portion or segment of
118 the coastal link corridor, except that the term does not include
119 tracks or infrastructure designated for the exclusive use of an
120 agency, the authority, Brightline, or FECR or portions of any
121 Brightline station used by Brightline, the authority, or an
122 agency, as applicable, including, but not limited to, pedestrian
123 bridges, stairs, elevators, and escalators.

124 (l) "Operator" means Brightline, including any passenger
125 rail operators that access the coastal link corridor pursuant to
126 a contract with Brightline, other than an agency; FECR,
127 including Amtrak or any freight rail operators that access the
128 coastal link corridor pursuant to a contract with FECR; the
129 authority, with respect to its operations contemplated under s.
130 343.545; or an agency.

131 (m) "Passenger" means, with respect to intercity passenger
132 rail service or commuter rail service, any person, ticketed or
133 unticketed, using the intercity passenger rail service or
134 commuter rail service on the coastal link corridor:

135 1. On board trains, locomotives, rail cars, or rail
136 equipment employed in such intercity passenger rail service or
137 commuter rail service, or boarding or alighting therefrom;

138 2. On or about the coastal link corridor for any purpose
139 related to such intercity passenger rail service or commuter
140 rail service, including parking or purchasing tickets therefor
141 and coming to, waiting for, and leaving from locomotives, rail
142 cars, or rail equipment; or

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

145 (n) "Proportionate share" means, with respect to any loss,

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146 injury, or damage for which operators share responsibility
147 pursuant to this section, a percentage in proportion to the
148 number of operators involved in the relevant incident. When one
149 or more agencies are jointly operating a commuter rail service,
150 such agencies are considered a single operator for purposes of
151 computing and assessing the proportionate share of such loss,
152 injury, or damage.

153 (o) "Self-insurance retention amount" means an amount equal
154 to \$5 million.

155 (2) (a) An agency, in conjunction with the development or
156 operation of a commuter rail service on the coastal link
157 corridor, may assume the obligation by contract to protect,
158 defend, indemnify, and hold harmless, subject to the limitations
159 set forth in paragraph (b):

160 1. FECR and its officers, agents, employees, and successors
161 and assigns from and against:

162 a. Any liability, cost, and expense, regardless of whether
163 the loss, damage, destruction, injury, or death giving rise to
164 such liability, cost, or expense is caused in whole or in part
165 by the fault, failure, negligence, misconduct, nonfeasance, or
166 misfeasance of FECR, its successors and assigns, or its
167 officers, agents, and employees, or any other person; and

168 b. Any loss, injury, or damage incurred by FECR, or
169 allocated to FECR under subparagraph (b)6., up to an amount of
170 \$5 million with respect to coastal link corridor limited covered
171 accidents caused by an agency.

172 2. Brightline and its officers, agents, employees, and
173 successors and assigns from and against:

174 a. Any liability, cost, and expense, regardless of whether

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175 the loss, damage, destruction, injury, or death giving rise to
176 such liability, cost, or expense is caused in whole or in part
177 by the fault, failure, negligence, misconduct, nonfeasance, or
178 misfeasance of Brightline, its successors and assigns, or its
179 officers, agents, and employees, or any other person; and

180 b. Any loss, injury, or damage incurred by Brightline, or
181 allocated to Brightline under subparagraph (b)7., up to an
182 amount of \$5 million with respect to coastal link corridor
183 limited covered accidents caused by an agency.

184 (b) The assumption of liability of an agency by contract
185 pursuant to paragraph (a) may not exceed the following
186 parameters of allocation of risk:

187 1. An agency may assume sole responsibility for any
188 liability, loss, or expense to such agency's passengers, or
189 coastal link corridor invitees, third parties, or trespassers,
190 regardless of circumstance or cause, subject to this paragraph.

191 2. If a coastal link corridor limited covered accident is
192 caused by FECR or its officers, agents, employees, or successors
193 and assigns, an agency may not protect, defend, and indemnify
194 FECR for any liability, cost, or expense, including punitive or
195 exemplary damages, in excess of the self-insurance retention
196 amount unless FECR, or Brightline on FECR's behalf, agrees, with
197 respect to the coastal link corridor limited covered accident,
198 to protect, defend, and indemnify an agency for the self-
199 insurance retention amount.

200 3. If a coastal link corridor limited covered accident is
201 caused by Brightline or its officers, agents, employees, and
202 successors and assigns, an agency may not protect, defend, and
203 indemnify Brightline for any liability, cost, or expense,

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204 including punitive or exemplary damages, in excess of the self-
205 insurance retention amount unless Brightline agrees, with
206 respect to the coastal link corridor limited covered accident,
207 to protect, defend, and indemnify an agency for the amount of
208 the self-insurance retention amount.

209 4. When an incident occurs with only an agency train
210 involved, including an incident with a trespasser or an at-grade
211 crossing, an agency may agree to be solely responsible for any
212 loss, injury, or damage.

213 5. When an incident occurs with only an authority train
214 involved, including an incident with a trespasser or an at-grade
215 crossing, an agency is solely responsible for any loss of, or
216 injury or damage to, the agency's property, passengers, and
217 coastal link corridor invitees.

218 6. When an incident occurs with only an FECR train
219 involved, including an incident with a trespasser or an at-grade
220 crossing, FECR is solely responsible for any loss, injury, or
221 damage, except that:

222 a. An agency is responsible for any loss of, or injury or
223 damage to, the agency's passengers and coastal link corridor
224 invitees; and

225 b. Brightline is responsible for any loss of, or injury or
226 damage to, Brightline's passengers and coastal link corridor
227 invitees.

228 7. When an incident occurs with only a Brightline train
229 involved, including an incident with a trespasser or an at-grade
230 crossing, Brightline is solely responsible for any loss, injury,
231 or damage, except that:

232 a. An agency is responsible for any loss of, or injury or

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233 damage to, the agency's passengers and coastal link corridor
234 invitees; and

235 b. FECR is responsible for any loss of, or injury or damage
236 to, FECR's passengers and coastal link corridor invitees.

237 8. When an incident occurs involving two or more operators,
238 each operator is responsible for all of the following, subject
239 to the limits provided in paragraph (a):

240 a. Its own property.

241 b. Its own passengers; employees, excluding employees who
242 are, at the time of the incident, coastal link corridor invitees
243 of another operator; and other coastal link corridor invitees.

244 c. Its proportionate share of any loss or damage to the
245 joint infrastructure.

246 d. Its proportionate share of any loss of, or injury or
247 damage to, coastal link corridor invitees who are not coastal
248 link corridor invitees of such operator and trespassers or third
249 parties outside the coastal link corridor as a result of the
250 incident, provided that an agency is responsible for its
251 passengers and its coastal link corridor invitees regardless of
252 whether the agency was involved in the incident.

253 (c) The contractual duty, individually or jointly with
254 another agency to the extent such agencies are jointly operating
255 a commuter rail service, to protect, defend, indemnify, and hold
256 harmless Brightline or FECR with respect to claims by rail
257 passengers must expressly include a limitation on the amount of
258 the contractual duty, which may not exceed \$323 million per
259 occurrence. However, the amount must be adjusted so that the per
260 occurrence insurance requirement is equal to the aggregate
261 allowable awards to all rail passengers, against all defendants,

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262 for all claims, including claims for punitive damages, arising
263 from a single accident or incident in accordance with 49 U.S.C.
264 s. 28103, or any successor provision thereto, without prior
265 legislative approval on the part of the agency.

266 (d) An employee of an operator is not a coastal link
267 corridor invitee of such operator at any time the employee is a
268 passenger or is otherwise present on the coastal link corridor
269 at the request of, or pursuant to a contract with, or otherwise
270 for the purpose of doing business with or at the behest of,
271 another operator. A passenger transferring from the service of
272 one operator, an original operator, to another operator, a
273 connecting operator, is a coastal link corridor invitee of the
274 original operator until the passenger has left the original
275 operator's platform. Once the passenger leaves the original
276 operator's platform, the passenger is a coastal link corridor
277 invitee of the connecting operator.

278 (e) Notwithstanding any provision to the contrary in this
279 section, any allocation of liability between an agency and any
280 other agency of the state must be allocated as is agreed to by
281 such agencies and limited by s. 768.28(19). This paragraph does
282 not limit the authority of an agency to indemnify FECR or
283 Brightline pursuant to this section.

284 (f) An agency may purchase, either individually or jointly
285 when operating with another agency, liability insurance, at an
286 amount up to \$323 million per occurrence. However, the amount of
287 liability insurance must be adjusted so that the per occurrence
288 insurance requirement is equal to the aggregate allowable awards
289 to all rail passengers, against all defendants, for all claims,
290 including claims for punitive damages, arising from a single

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291 accident or incident in accordance with 49 U.S.C. s. 28103, or
292 any successor provision thereto. Additionally, an agency may
293 establish a self-insurance retention fund for the purpose of
294 paying the deductible limit established in the insurance
295 policies it obtains, including coverage for a county agency, a
296 freight rail operator, Brightline, commuter rail service
297 providers, governmental entities, or any ancillary development,
298 which self-insurance retention fund or deductible may not exceed
299 the self-insurance retention amount. Such insurance and self-
300 insurance retention fund may provide coverage for all damages,
301 including, but not limited to, compensatory, special, and
302 exemplary, and be maintained to provide an adequate fund to
303 cover claims and liabilities for loss, injury, or damage arising
304 out of or connected with the ownership, operation, maintenance,
305 and management of the coastal link corridor. Any self-insured
306 retention fund must be a segregated account of an agency and
307 subject to the same conditions, restrictions, exclusions,
308 obligations, and duties included in any of the policies of the
309 railroad liability insurance specified in this paragraph.

310 (g) The assumption by contract to protect, defend,
311 indemnify, and hold harmless; the purchase of insurance; or the
312 establishment of a self-insurance retention fund is not a waiver
313 of any defense of sovereign immunity for tort claims and does
314 not increase the limits of an agency's liability for tort claims
315 provided in s. 768.28.

316 (h) Unless otherwise specifically provided by law, FECR and
317 Brightline and their respective officers, agents, and employees
318 may not be construed to be officers, agents, employees, or
319 subdivisions of the state and are not entitled to sovereign

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320 immunity.

321 Section 4. This act shall take effect July 1, 2025.