IN THE DISTRICT COURT OF APPEAL
FOURTH DISTRICT, STATE OF FLORIDA

CASE NO.: 4D12-4325
LOWER TRIBUNAL CASE NO.: 502011CA017953AO

SHERYL STECKLER, in her official capacity as Inspector General of Palm Beach County, Florida
Appellant,

v.

TOWN OF GULF STREAM, et al.
Appellees.

ON APPEAL FROM THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

ANSWER BRIEF OF APPELLEE MUNICIPALITIES, TOWN OF GULF STREAM, ET AL.

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PREFACE

This appeal concerns an Order denying the Appellant Inspector General's Motion to Intervene in the Trial Court proceedings, which was entered on November 16, 2012, by Circuit Judge Catherine M. Brunson. Appellee Municipalities Town of Gulf Stream, et al., were the Plaintiffs in the Trial Court proceedings. Appellee Palm Beach County was the Defendant in the Trial Court proceedings. Appellee Sharon R. Bock, in her Official Capacity as the Clerk & Comptroller of Palm Beach County, Florida, was an Intervenor in the Trial Court proceedings.

References to the Appellant's Appendix are designated by "App. [volume number] [page number(s)]".

References to the Appellant's Initial Brief are designated by "IB [page number(s)]".

Circuit Judge Catherine M. Brunson will be referred to as the "Trial Court."

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STATEMENT OF THE CASE AND FACTS

This appeal arises from the Trial Court's Order denying the Appellant Inspector General's motion to intervene in the underlying declaratory judgment action. The underlying action relates to whether Palm Beach County (the "County") can impose mandatory charges on the Municipalities to fund the countywide Office of Inspector General (the "Office of Inspector General" or "IG Program"). The Municipalities contend that such charges are unlawful taxes and interfere with their home rule power to control their own budgets.

Because the Inspector General's ("IG") Statement of the Facts includes facts that are not pertinent to this appeal or are not supported by the record, and because there are other facts in the record that will be helpful to this Court in resolving this matter, the Municipalities present their own statement of the facts as follows:

A. The Creation of the Countywide Office of Inspector General.

In November of 2010, the voters of Palm Beach County approved a referendum put forward by the Palm Beach County Board of County Commissioners (the "BCC") to amend the County Charter and create a countywide Office of Inspector General. (App. 1, pp. 12-15). A countywide program means that it applies in both the unincorporated areas of the County and in the 38 municipalities within the County. (App. 1, p. 9). On May 17, 2011, the BCC passed Ordinance No. 2011-009, which implemented the countywide IG Program

(the "Implementing Ordinance"). (App. 1, pp. 16-18). Under this Ordinance, the IG is the head of the IG Program. See Section 2-422, Implementing Ordinance (App. 1, p. 60).

B. The Funding Mechanism for the IG Program.

Unlike the County's other countywide programs that were created by Charter amendments in the past, the County decided to bill the Municipalities for costs associated with the IG Program. (App. 1, pp. 9, 12-18). Section 2-429 of the Implementing Ordinance outlines this specific funding system for the IG Program. (App. 1, pp. 66-67). Of particular importance to these proceedings is Section 2-429(7), which provides:

> (7) The office of the clerk and comptroller shall invoice the county and each municipality one-fourth of the proportionate share as adjusted on October 10, January 10, April 10 and July 10 of each year. **Payment shall be submitted to the board and due no later than thirty (30) days from the date of the invoice.** Upon receipt, all funds shall be placed in the Office of Inspector General, Palm Beach County, Florida Special Revenue Fund. **In the event payment is not timely received, the county or any municipality in compliance with this section may pursue any available legal remedy.**

(emphasis added) (App. 1, pp. 67).

C. The Invoices to the Municipalities for the IG Program.

In October of 2011, the County, through the Clerk & Comptroller for Palm Beach County (the "Clerk & Comptroller"), sent bills to all 38 municipalities within the County demanding payment for costs associated with the County's IG

Program. (App. 1, p. 18). The invoices were sent pursuant to Section 2-429(7) of the Implementing Ordinance. (App. 1, p. 67). Both the Ordinance and the bills indicate that payment was to be made to the County, not to the Office of Inspector General. (App. 1, p. 67; App. 3, pp. 396-399).

D. The Municipalities' Legal Challenge to the Invoices.

On November 14, 2011, the Municipalities filed suit against the County for declaratory relief arguing that the County's efforts to charge them for the County IG Program were unlawful. See Town of Gulfstream et al. v. Palm Beach County, Case No. 502011CA017953, Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County. (App. 1, pp. 7-83). The Municipalities' Complaint alleged that the charges for the County's IG Program constituted an unlawful tax (Count I); constituted a double tax on municipal residents (Count II);[1] were in conflict with the County Charter (Count III);[2] and were in conflict with the Municipalities' constitutional and statutory home rule powers to maintain control

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[1] Count II of the Municipalities' Complaint alleges that municipal taxpayers are required to pay for the IG Program twice. They pay for it once through their county ad valorem taxes, which are paid in the same amounts as taxpayers residing in the unincorporated areas of the County. They also pay for the Program a second time with their municipal ad valorem taxes by way of the County's invoices to the Municipalities. (App. 1; pp. 21-23; App. 3, pp. 332, 355-356).

[2] The IG claims the Municipalities allege in Count III that the Implementing Ordinance gives the IG "too much funding." (IB 4(c) and 20). This is not true. Count III alleges that the funding mechanism contained in the Implementing Ordinance is inconsistent with the funding requirements contained in the County's Charter. (App. 1, pp. 23-25).

over their own budgets (Count IV). (App. 1, pp. 7-83). The Municipalities' lawsuit focused solely on whether they were required to contribute funding to the County's IG Program. (App. 1, p. 8). The Municipalities' Complaint expressly stated that it did not challenge the creation of the Office of Inspector General, its continued existence, or the ability of the IG to conduct her activities. (App. 1, p. 8). The County thereafter filed Counterclaims demanding payment from the Municipalities. (App. 2, pp. 291-306).

On December 1, 2011, the Clerk & Comptroller was permitted to intervene in the case for the sole purpose of seeking direction from the Trial Court as to what her Office's obligations were under the Ordinance given the legal challenge from the Municipalities. (App. 1, pp. 98, 126-129).

On December 21, 2011, the Trial Court entered an Agreed Order staying the litigation until the parties completed the mandatory inter-governmental dispute resolution process outlined in Chapter 164 of the Florida Statutes. (App. 1, pp. 156-160, 166-168). The last step in this dispute resolution process was mediation, which was completed on May 18, 2012, and resulted in an impasse. (App. 1, pp. 172-173). On June 19, 2012, the Trial Court entered an Order lifting the stay on the litigation. (App. 2, pp. 232-236).

E. The IG's Motion to Intervene in the Trial Court Proceedings.

On June 7, 2012, before the stay of the litigation was lifted, the IG filed a Motion to Intervene seeking "full party" status and to not be bound by the subordinated and limited rights of intervenors. (App. 2, pp. 180-221). In the Motion, the IG requested that she be allowed to move to dismiss the Municipalities' Complaint and seek mandamus relief in order to compel them to pay the County's invoices. (App. 2, pp. 187, 211-221). In her Motion, the IG also requested that she be allowed to move to dismiss the Clerk & Comptroller's Amended Complaint in Intervention, Crossclaim, and Counterclaim for Declaratory Relief and Other Relief, and seek mandamus relief against the Clerk & Comptroller to force her to send invoices to the Municipalities. (App. 2, pp. 187, pp. 191-210).

On October 24, 2012, the Trial Court conducted a hearing on the IG's Motion to Intervene. (App. 3, pp. 400-401). The hearing focused on whether the IG had the capacity or standing to intervene on the issue of funding; and if intervention was allowed, whether the IG could intervene as a "full party" and seek dismissal of the Municipalities' Complaint and mandamus relief to compel them to pay the County's invoices. (App. 2, pp. 237-264; App. 3, pp. 413-422; App. 5). On November 16, 2012, the Trial Court entered an Order denying the IG's Motion. (App. 3, pp. 423-424). This appeal followed. (App. 3, pp. 437-443).

F. The Municipalities' Motion for Partial Summary Judgment on the Funding Issue.

On November 29, 2012, the Trial Court conducted a three hour hearing on the Municipalities' Motion for Partial Summary Judgment to address whether the County's invoices to the Municipalities were unlawful. (App. 3, pp. 327-399). The Trial Court did not rule on the Municipalities' Motion before the IG filed her appeal regarding intervention.

G. The IG's New Petition for Writ of Mandamus.

On December 14, 2012, the IG filed a new Petition for Writ of Mandamus in this Court seeking to compel the Municipalities to pay their invoices for the IG Program "during the pendency of this litigation; including obligations past due and obligations yet to be due."[3] See Case No. 4D12-4421.

[3] The Municipalities oppose the IG's new Petition for Writ of Mandamus on similar grounds to those argued against the IG's Motion to Intervene (i.e. the IG lacks the capacity to sue and standing to sue on the issue of funding for the IG Program). See Municipalities' Response to the Order to Show Cause filed in Case No. 4D12-4421.

SUMMARY OF THE ARGUMENT

In this appeal, the IG contends that she should be permitted to intervene in the underlying action because she is a "necessary party" and most directly affected by the funding dispute. (IB 10, 11, 21, 22, 28). The IG's argument is fatally flawed—the IG can never be a party to a lawsuit involving funding for the County IG Program. The Office of Inspector General has no capacity to sue or standing to sue on this issue either in its own name or on behalf of the County. The IG's position that she has such authority conflicts with the express provisions of the Implementing Ordinance.

The IG also seeks to inject new issues into the pending action that were not raised or challenged by any party to that action. This is improper under the well-established laws of intervention. The IG also seeks "super-intervenor status" with the right to move to dismiss the Municipalities' Complaint and to seek mandamus relief against them. This too disregards the well-established laws of intervention.

For these reasons, the Trial Court did not abuse its discretion in denying the IG's Motion to Intervene. The Trial Court's Order should be affirmed.

ARGUMENT

I. ADOPTION OF COUNTY'S ANSWER BRIEF ON SPECIFIC ISSUES.

The County's Answer Brief correctly addresses the standard of review for this case, which is an abuse of discretion standard. The County's Answer Brief also addresses the IG's lack of capacity to sue and standing to sue on the issue of funding for the IG Program. The Municipalities wholly support and incorporate by reference the County's legal arguments on these issues. The Municipalities also add the following points:

II. THE TRIAL COURT PROPERLY DETERMINED THAT THE IG IS NOT ENTITLED TO INTERVENE IN THIS ACTION.

A. The Trial Court Did Not Abuse Its Discretion In Denying the IG's Intervention Given That She Does Not Have the Capacity to Sue or Be Sued In Her Own Name Or on Behalf of the County On the Very Specific Issue of Funding.

The Trial Court did not abuse its discretion when it denied the IG's Motion to Intervene. Regardless of whether the Office of Inspector General is a legally separate entity from the County with the capacity to sue or be sued in its own name, or is simply a County department or division, the outcome is the same. The IG cannot sue or be sued on the issue of funding for her Office or compel the Municipalities to pay invoices from the County.

The Implementing Ordinance is very clear on this point. Section 2-429(7) expressly provides that if a municipality does not pay the County's invoices for the IG

Program, then the only entities that can sue are the County or any municipality that has paid. (App. 1, p. 67). The Ordinance does not list the IG as one of the parties that can sue a municipality for non-payment. When an ordinance expressly provides the manner of doing things, it cannot be done another way. See e.g., Bush v. Holmes, 919 So. 2d 392, 408 (Fla. 2006) (general principle of statutory construction is "expressio unius est exclusio alterius" or "the expression of one thing implies the exclusion of another"); Thayer v. State, 335 So. 2d 815, 817 (Fla. 1976) (same).

The IG cites to certain sections of the Implementing Ordinance as proof she has been delegated the authority to sue on funding issues and to compel payment of County invoices. (IB 14). For example, the IG cites to Section 2-423(3) of the Implementing Ordinance. (App. 1, pp. 61-62). This Section, however, does not even mention funding. Instead, it only discusses the process the IG must follow to obtain administrative subpoenas in circuit court to compel document production or witness testimony. Section 2-423(3), by its plain terms, is intended to facilitate and assist the IG in her audits and investigations. This Section in no way states that the IG can go to court and sue Municipalities over funding for her Office or compel them to pay County invoices. The IG's interpretation of Section 2-423(3) to give herself broad powers to sue on these issues distorts its plain meaning and cannot prevail. Florida Dep't of Revenue v. Florida Mun. Power Agency, 789 So.

2d 320, 323 (Fla. 2001) (rules of statutory construction require that statutes be interpreted as they are written and be given their plain and obvious meaning).

The IG also cites to Section 2-423(7) and Section 2-431 of the Implementing Ordinance as giving her the authority to sue the Municipalities over funding and to compel payment of the County's invoices. (App. 1, pp. 62, 69). These Sections do not mention funding or state that the IG can sue a Municipality over funding or a County invoice. Moreover, the IG's interpretation of these Sections directly contradicts Section 2-429(7)'s express provision that only the County and a paying municipality can sue to enforce the funding provisions of the Implementing Ordinance. (App. 1, pp. 61-62). The IG's interpretation would render Section 2-429(7)'s enforcement terms meaningless. Such an interpretation should not be adopted. See State v. Goode, 830 So. 2d 817, 824 (Fla. 2002) (interpretation should not render provision meaningless); see also Allied Fid. Ins. Co. v. State, 415 So. 2d 109, 110-111 (Fla. 3d DCA 1982) ("[I]t is ... an axiom of statutory construction that an interpretation of a statute which relates to an unreasonable or ridiculous conclusion or a result obviously not designed by the Legislature will not be adopted."). Even if this Court finds Section 2-429(7) to be in conflict with Section 2-423(7) and Section 2-431, the more specific provision of Section 2-429(7), which excludes the IG from suing a Municipality over funding, should control. Murray v. Mariner Health, 994 So. 2d 1051, 1061 (Fla. 2008) ("A rule of statutory construction

which is relevant in this construction is that where two statutory provisions are in conflict, the specific provision controls the general provision.").

The IG argues that not allowing her to intervene somehow "[d]isregards the expressed will of the voters for an independent IG ...." (IB 26). This is an exaggeration. The IG has no more powers and authority than those given to her by the Implementing Ordinance. Section 2-429(7) expressly excludes the IG from suing a Municipality over funding and the payment of County invoices. (App. 1, pp. 61-62). Therefore, the Trial Court did not abuse its discretion in denying the IG's Motion to Intervene.

B. The Trial Court Did Not Abuse Its Discretion In Denying the IG's Intervention Given That She Seeks to Inject Complex New Issues into the Pending Action.

This lawsuit involves whether the County can lawfully require the Municipalities to pay for a countywide program created by the County through an amendment to its County Charter. (App. 1, pp. 8, 169-171). Specifically, the Municipalities seek declaratory relief as to whether the County's charges to them for the IG Program are unlawful taxes, are a form of double taxation, are unauthorized by the County Charter, or infringe on their municipal home rule powers to control their own budgets and spending. (App. 1, pp. 7-83; App. 3, pp. 329-399).[4]

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[4] The IG believes this case is solely about her. (IB 11). This case in reality involves issues much bigger than the IG Program. This case goes to whether the County can use a referendum process to force Municipalities to pay for any County

Although this case involves a dispute regarding the funding mechanism for a countywide program, the IG seeks to inject new issues into the litigation regarding her "independence" from the County, her capacity to sue and be sued, and the scope of her functions, authorities and powers. For example, the IG's Motion to Intervene outlines how she is not an agency of the County, but is "independent" from the County "in all material respects" and therefore, should be permitted to intervene in the underlying action. (App. 2, pp. 181-183). The IG further argues in her Motion that she has the authority to file her own lawsuit against the Municipalities on the issue of funding. (App. 2, p. 186). The problem with the IG's statements is that the underlying declaratory action does not challenge the IG's independence to conduct her audits or investigations, her capacity to file lawsuits, or the exercise of her functions, authorities and powers. (App. 1, pp. 7-83).

As part of her Motion to Intervene, the IG also sought to file a Motion to Dismiss the Municipalities' Complaint and a "Crossclaim" against them for mandamus relief. (App. 2, p. 187). The Crossclaim asked the Trial Court to compel

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program it chooses. If that question is answered in the affirmative, then the Municipalities have alleged they will face a devastating impact to their budgets. The Municipalities contend that the legal effect of such action will infringe on the exclusive budgetary authority granted to them in Chapter 166, Fla. Stat., to determine how the taxes they collect will be distributed amongst their respective municipal programs. See e.g., Fla. Stat. § 166.241. Taken to its extreme, the County's authority to compel municipalities to fund its countywide programs would render municipal governments superfluous to county governments. (App. 1, pp. 25-28; App. 3, pp. 350-353).

the Municipalities to pay the County's invoices. (App. 2, pp. 215-221). Both the Motion to Dismiss and the request for mandamus relief sought to inject new issues into the litigation regarding the IG's "independence" from the County, her capacity to file lawsuits, whether the Municipalities had a ministerial duty to pay the County's invoices, and whether the Municipalities had standing to challenge the County's Implementing Ordinance. (App. 2, pp. 211-214; 216-221). These issues are not raised in any of the pleadings filed by the County, the Municipalities or the Clerk in the Trial Court proceedings.[5]

Florida courts have long held that "[a] trial court does not abuse its discretion when it denies intervention because the would-be intervenor seeks to inject new issues into the pending action." Allstate Ins. Co. v. Johnson, 483 So. 2d 524, 525 (Fla. 5th DCA 1986)[6] (citing Riviera Club v. Belle Mead Dev. Corp., 194 So. 783, 784 (Fla. 1939) (trial court correctly denied tenant's motion to intervene inasmuch as it sought to raise new matters or issues not embodied in the original suit)); Oster

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[5] The IG's argument that the Municipalities have a ministerial duty to pay the County's invoices and therefore, have no standing to challenge the County's Implementing Ordinance, is without merit. Municipal governing bodies have the constitutional "home rule" authority to decide what programs to appropriate monies toward. See Ch. 166, Fla. Stat.; (App. 3, pp. 350-353). These budgetary decisions are entirely discretionary, not ministerial. See Municipalities' Response to Order to Show Case in Case No. 4D12-4421.

[6] The IG attempts to distinguish the Allstate case on grounds that Allstate was denied intervention because it had no real interest in the outcome of the case and/or its interests could be protected in a subsequent legal action. (IB 29). The plain language of that case says no such thing. Allstate was denied intervention because it sought to inject new issues into the pending action. 483 So. 2d at 524.

v. Cay Constr. Co., 204 So. 2d 539, 541-42 (Fla. 4th DCA 1967) (same). Courts should avoid constitutional and other legal questions not critical to the resolution of the dispute before it. State v. Mozo, 655 So. 2d 1115, 1117 (Fla. 1995); State v. Williams, 584 So. 2d 1119, 1121 (Fla. 5th DCA 1991).

The IG's "independence" and her ability to bring lawsuits on all matters have no relevance to whether the funding mechanism is legal. Moreover, these issues and the issues regarding whether the Municipalities have a ministerial duty to pay the County's invoices or have standing to challenge the County's Implementing Ordinance were not embodied in the original suit. These new issues are outside the scope of the underlying litigation and the Trial Court was correct in rejecting the IG's attempt to raise them in intervention.

The IG contends that litigation on her extraneous issues will not delay the underlying case. (IB 30). This is incorrect. The IG's insistence on litigating these extraneous issues has already caused delays. On November 29, 2012, the Trial Court conducted a three hour hearing on the Municipalities' Motion for Partial Summary Judgment to address whether the funding mechanism was unlawful. The Trial Court's ruling could have resolved this issue, and possibly the entire case. The IG, however, appealed the order denying her intervention before the Trial Court could rule on the Municipalities' Motion. Consequently, no ruling has been issued. While the Municipalities acknowledge the IG's desire to file an appeal, she

cannot argue that her doing so has not caused delays in the progress or resolution of the underlying case.

For these reasons, the Trial Court did not abuse its discretion in denying the IG's Motion to Intervene.

C. The Trial Court Did Not Abuse Its Discretion In Denying the IG's Intervention Given That She Seeks Super-Intervenor Status.

Florida courts have consistently held that an intervenor must accept the pleadings of the case as he finds them unless otherwise ordered by the court in its discretion. Riviera Club, 194 So. at 784; Oster, 204 So. 2d at 542. This rule is formalized in Florida Civil Procedure Rule 1.230 as follows:

> [I]ntervention shall be in subordination to, and in recognition of, the propriety of the main proceeding, unless otherwise ordered by the court in its discretion.

In Williams v. Nussbaum, the court identified two limitations on intervention: (1) intervention ordinarily is in "subordination to and in recognition of the propriety of the main proceeding" and (2) "one who intervenes in a pending action ordinarily must come into the case as it exists and conform to the pleadings as he finds them or that he must take the case as he finds it." 419 So. 2d 715, 717 n. 1 (Fla. 1st DCA 1982); see also Arsali v. Chase Home Finance, LLC, 79 So. 3d

845, 847 (Fla. 4th DCA 2012); Omni Nat's Bank v. Georgia Banking Company, 951 So. 2d 1006, 1007 (Fla. 3d DCA 2007).[7]

The Williams Court explained that the secondary limitation on an intervenor; i.e, that the intervenor "take the case as he finds it," means that the intervenor "cannot avail himself or urge mere irregularities in the proceeding which the original parties have expressly or impliedly waived, or of defenses which are personal to them." 419 So. 2d at 717. Florida courts also have held that intervenors cannot challenge "the propriety of the main proceedings or the sufficiency of its pleadings." Florida Gas Co. v. Am. Emp'rs Ins. Co., 218 So. 2d 197, 198 (Fla. 3d DCA 1969). Nor can they "object to pleadings or process ... submitted to without objection." Singletary v. Mann, 24 So. 2d 718, 722 (Fla. 1946); accord National Wildlife Fed'n, Inc. v. Glisson, 531 So. 2d 996, 998 (Fla. 1st DCA 1988) ("An intervenor must accept the record and pleadings as he finds them and cannot raise new issues, although he may argue the issues as they apply to him as a party."). See also Omni Nat'l Bank, 951 So. 2d at 1007 (intervenor is not permitted to contest the plaintiff's claim).

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[7] The IG argues that Omni supports her intervention because the appellate court in that case reversed the trial court and allowed Omni to intervene. (IB 28). A review of the Omni decision, however, shows that it does not support the IG. Omni was allowed to intervene because it "accepted the pleadings as they existed and did not attempt to raise any new or competing claims in the litigation." 951 So. 2d at 1007. The IG is trying to do the exact opposite here, which should not be permitted.

Despite these well-established rules on intervention, the IG requested that she be allowed to intervene with full party status or "super-intervenor" status equivalent to that of the County and the Municipalities in this case.[8] (App. 5, p. 14, ll. 8-10; App. 2, p. 187). The IG also requested that as a full party, she be allowed to seek mandamus relief against the Municipalities to compel them to pay the County's invoices, and move to dismiss the Municipalities' Complaint even though the County had answered it. (App. 1, pp. 130-143; App. 2, pp. 187, 286-306; App. 3, pp. 410-412). The IG also requested that as a full party, she be allowed to seek mandamus relief against the Clerk & Comptroller and move to dismiss the Clerk & Comptroller's Amended Complaint in Intervention, Crossclaim, and Counterclaim for Declaratory Relief and Other Relief even though it had been answered by the Municipalities and the County. (App. 2, pp. 187, 268-276, 279-285; App. 3, pp. 410-412). The IG argued that she was entitled to full party status because, in her opinion, the County's pleadings did not adequately defend her "interests." (App. 2, pp. 186-187).

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[8] It must be noted that the Clerk & Comptroller, an elected Constitutional Officer, was permitted to intervene in the case. (App. 1, pp. 126-129). The Clerk & Comptroller followed the proscribed rules of intervention. The Clerk & Comptroller did not request "full party" status. Contra (IB 30). She did not contest the Municipalities' claims or the County's defenses and counterclaims. She took the case as she found it and only requested a declaration as to what her obligations were under the Implementing Ordinance given the legal challenge from the Municipalities. (App. 1, pp. 84-125, 144-155).

The IG not only challenged the propriety of the proceedings, but also challenged the sufficiency of the pleadings filed by the Municipalities, the County, and the Clerk & Comptroller. These actions are contrary to the long-standing law of intervention. The Trial Court did not abuse its discretion in denying the IG's Motion to Intervene.

CONCLUSION

The Municipalities' Complaint for Declaratory Relief does not seek to overturn the creation the IG Program, interfere with its continued existence, or interfere with the IG's ability to perform her duties as set forth in the County Code. Instead, this action was brought to contest whether the County could create a countywide program and then charge the Municipalities for it. The IG's suggestion that the Municipalities have brought this lawsuit to intentionally harm her or punish her is wholly unsupported by the record. (IB 28). The Municipalities are simply trying to ensure that any public monies spent are spent for legal public purposes.

The Municipalities respectfully request that this Court affirm the Trial Court's Order denying the IG's Motion to Intervene.

CERTIFICATE OF COMPLIANCE

The League, by and through undersigned counsel, hereby certifies that this brief complies with Fla. R. App. P. 9.210(a)(2) and that this brief is prepared in Times New Roman 14-point font.

Kimberly L. Leathenbury
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email and U.S. Mail to: Robert B. Beitler, Esq., General Counsel for Office of the Inspector General, Palm Beach County, P. O. Box 16568, West Palm Beach, FL 33416; Leonard W. Berger, Esq., Assistant County Attorney, Palm Beach County Attorney's Office, 301 North Olive Avenue, Suite 601, West Palm Beach, FL 33401; Helene C. Hvizd, Esq., Assistant County Attorney, Palm Beach County Attorney's Office, 300 N. Dixie Highway, Suite 359, West Palm Beach, FL 33401; Nathan A. Adams, IV, Esq., Holland & Knight, LLP, Post Office Drawer 810, Tallahassee, FL 32302; and Larry A. Klein, Esq. and Martin Alexander, Esq., Holland & Knight, LLP, 222 Lakeview Avenue, Suite 1000, West Palm Beach, Florida 33401, this 28th day of January, 2013.

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