IN THE DISTRICT COURT OF APPEAL
FOURTH DISTRICT OF FLORIDA

CITY OF WEST PALM BEACH,

Appellant,

v.

THE SCHOOL BOARD OF PALM BEACH COUNTY,

Appellee.

Case No. 4D18-183

L.T. Case No. 2013-CA-010144

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

AMICUS CURIAE BRIEF OF FLORIDA STORMWATER ASSOCIATION, FLORIDA LEAGUE OF CITIES, CITY OF GAINESVILLE, AND CITY OF TAMPA IN SUPPORT OF APPELLANT CITY OF WEST PALM BEACH

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INTRODUCTION

The simple question in this case is whether the Palm Beach County School Board must pay its stormwater utility bill, just as it must pay its bills for other utility services such as water, sewer, and electricity. The simple answer is "yes."

This brief is in two parts. In part I, Amici join with Appellant, the City of West Palm Beach, in refuting the School Board's argument that sovereign immunity protects the School Board from paying its bills. We agree that the City should be able to collect stormwater fees, and, importantly, should be able to sue for those past due fees if the School Board takes the service, but refuses to pay.

In Part II we address the School Board's remarkable argument that it may demand stormwater services even when it has no intention of paying for them. Regardless of how this Court ultimately decides the sovereign immunity issue, the Court's opinion should make clear that the government does not have the right to demand and take services for free. Thus, the City may take steps to ensure payment for its services going forward, such as demanding a contract in which a government user agrees to pay for those services, before the City can be forced to provide that service to a government user. In short, we ask this Court to make clear that sovereign immunity is, at most, a shield protecting against a collection for past due fees. It does not serve as a sword compelling a city to provide stormwater service for free.

STATEMENT OF IDENTITY AND INTEREST OF AMICUS CURIAE

The Florida Stormwater Association ("FSA") is a not-for-profit Florida corporation organized in 1993. Its 319 members include city and county governments, consulting and engineering firms, academic institutions, and various special districts having an interest in Florida stormwater management and finance. FSA's city and county members discharge stormwater to Florida surface waters and have a duty, regulated by the state and federal government, to ensure that this discharge does not harm Florida's water resources. Most of FSA's municipal members have established stormwater utilities, and all its members have an interest in the equitable funding of stormwater and water quality improvement programs, and the protection of local communities from the dangers of flooding.

The Florida League of Cities, Inc. (the "League") is a voluntary statewide organization whose membership consists of more than 400 municipalities and other units of local government rendering municipal services in the State of Florida. Under its charter, it works for the general improvement of municipal government and its efficient administration, and to represent its members before various legislative, executive, and judicial branches of government on issues pertaining to their general and fiscal welfare. Many of its member municipalities have established stormwater utilities as a means of financing and implementing stormwater management programs that are vital to protecting Florida's water

resources and providing flood protection. Thus, this appeal will have a direct impact on the effective administration of municipal government in Florida.

The Cities of Gainesville and Tampa, like the Appellant, City of West Palm Beach, each operate a stormwater utility and collect fees from the users of the utility. Both are facing similar disputes from school boards and other governmental entities over the payment and collection of stormwater fees. The opinion in this case will have a direct impact on those pending disputes. Moreover, Gainesville was a participant in the trilogy of Gainesville stormwater cases that will be cited by all the parties in this case. As an active litigant in these cases Gainesville can provide this Court with a unique perspective on that litigation which the parties cannot provide.

The issues presented by this case are of great interest to all four amici and the cities and counties and other governmental units that they represent. Governmental stormwater customers are watching this case with great interest. Many have stopped paying their stormwater bills or are threatening to do so. Thus, the decision will have a significant revenue impact on stormwater utilities around the state. It will also have an impact on other stormwater customers. If the government does not pay for the services it uses, the other residential and commercial taxpayers and users will have to pay the bill.

SUMMARY OF THE ARGUMENT

Sovereign immunity does not protect the School Board from an action to collect past due stormwater fees. The Florida Supreme Court has already ruled that stormwater fees are valid user fees and that sovereigns who use stormwater services, like any other user, can be charged for using those services.

The Court's ruling is consistent with the statutory framework which makes clear that sovereigns are required to pay for stormwater services. Section 403.031(17), Fla. Stat. (2018), states that all "beneficiaries" of stormwater services can be charged. Here, the School Board has conceded that it is a beneficiary of the City's stormwater services. Florida courts have held that similar statutes constitute the clear expression necessary to find a waiver of sovereign immunity. The School Board's authority to the contrary is unconvincing and wrongly decided.

Regardless of how this Court rules on the issue of sovereign immunity as it relates to the City's collection action for past due fees, it should confine its ruling to the question of past due fees. The Court's opinion should not suggest that the School Board has the right to demand future stormwater services without paying for them or that the City does not have the right to ensure that its customers agree to pay for those services before they are provided. Even if the City may not collect its past due fees, nothing in Florida law suggests that the City can be compelled to provide this service for free going forward.

ARGUMENT

Standard of Review

We agree with Appellant that the *de novo* standard of review applies.

I. Sovereign immunity does not insulate the School Board from paying its stormwater bill.

The Florida Legislature requires local governments to establish stormwater management programs to prevent flooding and ensure that stormwater runoff does not pollute local lakes, rivers, and streams. § 403.0891(4), Fla. Stat. (2018); § 187.201(7) and (12), Fla. Stat. (2018). Such stormwater systems are complex and expensive to build and operate. As the School Board admits, the City's system includes 14.8 miles of canals, 9,850 manholes, and 210 miles of storm sewers. (R144). To keep the system running, as the School Board again concedes, these systems must be maintained and repaired on a regular basis. (R144).

To fund these important services, the Legislature has authorized local governments to create "stormwater utilities" and charge "stormwater utility fees" to fund these utilities. § 403.0891, § 403.0893, Fla. Stat. (2018). Such stormwater utilities are "operated as a typical utility which bills services regularly, similar to water and wastewater services." § 403.031(17). Cities may then charge the cost of stormwater management to the "beneficiaries" of the system based on their proportionate use of the system. § 403.031(17).

There is no dispute that the School Board is a beneficiary of the system in

that it receives important benefits from discharging its stormwater into the City's stormwater system. *See City of Gainesville v. State, Dept. of Transp*., 778 So. 2d 519 (Fla. 2001) (*Gainesville I*) ("the management and treatment of stormwater runoff confers a benefit of the owner of the land").[1] In its amended complaint, the School Board conceded that, if the City did not accept into its system the School Board's stormwater discharge from Palm Beach County's Schools, its schools would flood and would be forced to close. (R149-50).

Significantly, it is the School Board's choice to use the City's stormwater services. If the School Board does not wish to pay a stormwater fee, it can choose, as can any other resident or business in the city, to store and process its own stormwater discharge by building its own retention and percolation systems. The School Board, however, has chosen to use the City's stormwater system instead of retaining, treating, and managing its own stormwater.

Which brings us back to the simple question. Does the School Board, a beneficiary of the system within the meaning of section 403.031(17), have the right to take the City's services, stop paying its bills, and then claim sovereign immunity when the City attempts to collect? Or to put it another way, can the School Board shift its fair share of the costs of the system to all the other users?

As a threshold matter, there is no question that stormwater utility fees are

[1] *Gainesville I* was the first of a trio of cases between Gainesville and the DOT in a long running dispute over the payment of stormwater fees.

user fees, just like water, sewer, or electric fees, that can be charged to all users, including governmental users. The Florida Supreme Court settled this central question in *City of Gainesville v. State*, 863 So. 2d 138 (Fla. 2003) (*Gainesville II*). Gainesville was issuing bonds to finance the construction and operation of its stormwater system and had filed a bond validation proceeding to resolve any disputes about its authority to charge stormwater fees. The Florida Department of Transportation (the "DOT") challenged the validation asking the Court to rule that governmental entities, such as the DOT, had no obligation to pay stormwater fees. It was important to resolve this issue because Gainesville was dependent upon its stormwater revenue (including the DOT's share) to repay the bonds. The purpose of the bond validation was to determine whether Gainesville's charges were valid (thus, assuring the bondholders of the financial safety of the bonds). *Id*. at 141.

The Supreme Court rejected the DOT's argument and held that the stormwater utility fee was a valid user fee that could be charged to all users, including the state. *Id*. at 144. According to the Court, as a user fee, "the fee is valid and the State and DOT, *as beneficiaries of the system*, can be charged." *Id*. (emphasis supplied). The Court validated the bonds holding that the proposed revenues, including the revenues from the DOT, were valid. In reaching this conclusion, the Court cited a long line of cases holding that state entities, like all other users of a service, must pay valid user fees. *Id*. at 145-46. Thus, just as the

DOT must pay for electric and water, it must pay its stormwater bill. *Id.*

In the face of this precedent, the School Board is reduced to this implausible argument: even though the Florida Supreme Court has held that stormwater fees are valid user fees and that cities can charge governmental users just like any other user, the City is prohibited from collecting those fees, when the School Board refuses to pay. But this argument flies in the face of *Gainesville II.* The purpose of a bond validation is to determine the validity of the income stream to repay the bonds. It defies the very purpose of the bond validation itself to hold that a City can charge a user fee to the government but not collect it. What comfort does this provide the bondholder dependent upon that revenue stream for the safety of its investment? Indeed, the bond validation statute addresses this point directly, stating that all issues concerning the revenue stream are settled, "including any remedies provided for their collection." § 75.09, Fla. Stat.

This conclusion is buttressed by the stormwater constitutional and statutory framework, which clearly demonstrates a waiver of sovereign immunity. Under the Constitution, a city has all governmental powers necessary to enable it to perform its municipal functions, and it may exercise that power except as otherwise provided by law. Article VIII, Section 2, Fla. Const. No law insulates the School Board from the City's stormwater powers. To the contrary, the Legislature has authorized cities to create stormwater utilities and charge

stormwater fees. § 403.0893(1). The Legislature has mandated that the stormwater utility be "operated as a typical utility which bills services regularly, similar to water and wastewater services." § 403.031(17). The costs of the stormwater program are to be charged to the "beneficiaries" of the system based on their relative use. § 403.031(17).

In short, the City was authorized to establish a stormwater utility, operate it like any other utility, and to charge its beneficiaries a user fee. Moreover, these statutes were enacted against a backdrop of long-settled law that governmental users must pay user fees just like everyone else. This combination of statutory language and black letter law evinces a clear legislative intent that sovereigns who benefit from the system are to be treated the same as all other users. *See Barnett v. Dep't of Mgmt. Services*, 931 So. 2d 121, 132 (Fla. 1st DCA 2006) (it is assumed that the Legislature adopts the statute with an understanding of the legal context in which the statute will operate).

Florida Courts have reached similar conclusions in analogous contexts. For example, in one case, plaintiff sued a water management district to obtain an easement over the district's land. *South Florida Water Management District v. Layton*, 402 So. 2d 597 (Fla. 2d DCA 1981). Plaintiff relied on a statute requiring any "person" to give up a statutory easement over their property if the plaintiff had no other means of access to a landlocked parcel. The Second District held that

"person" should be defined to include the government and rejected the water district's sovereign immunity defense. The statutory intent to provide access to landlocked property and the use of the broad term "person" was enough to constitute waiver of sovereign immunity. *Id*. at 598-99.

Significantly, the court looked at the purpose of the statute in making its decision. The court held providing access to landlocked property was important, and the plain language of the statute should not be read to exclude the state from its operation by defining "person" to exclude the state. *Id*. at 598-99. The same reasoning applies here. There is simply no reason to read beneficiary in a way that includes all beneficiaries except state beneficiaries. *See also Klonis v. State of Florida, Department of Revenue*, 766 So. 2d 1186 (Fla. 1st DCA 2000) (statute that allowed suit against an "employer" was broad enough to allow suit against a sovereign); *Jones v. Brummer*, 766 So. 2d 1107 (Fla. 3d DCA 2000) (same).

Indeed, the First District reached an analogous conclusion in the context of stormwater utility regulation. *See Gainesville I*, 778 So. 2d at 529 n.5. Chapter 180 confirms the authority of municipalities to establish utility systems and to charge all "persons" who use the system. § 180.13(2), Fla. Stat. The First District defined "persons" to include government users. As the First District correctly reasoned, any other conclusion would suggest that government users could demand all their utilities (including water and electricity) for free. 778 So. 2d at 529 n.5.

These cases are strongly persuasive. If sovereigns must pay user fees, why shouldn't sovereigns be included within the definition of "beneficiaries" in Chapter 403? After all, a statute should be construed to give effect to the legislative intent. *Starr Tyme, Inc. v. Cohen*, 659 So. 2d 1064 (Fla. 1995) (give the statute its plain and ordinary meaning); *City of New Smyrna Beach v. Board of Trustees of the Internal Improvement Trust Fund*, 543 So. 2d 824 (Fla. 5th DCA 1989) (construe a statute to give effect to the legislative intent).

This interpretation is consistent with the strong public policy behind stormwater regulation. Preventing polluted stormwater runoff is a high priority, and users of stormwater systems should pay for that service. User fees are a primary incentive to encourage customers to conserve more and use less. There is only so much capacity in any stormwater system, and the lakes, rivers, and streams can only accept a finite amount of stormwater runoff. Far better is a system that encourages users to deal with their own stormwater, by reducing the amount of impervious area and retaining stormwater on site, allowing it to percolate back to the aquifer. What incentive would the DOT, a school board, or any other sovereign have to properly handle its stormwater if someone else is picking up the bill? Placing fees on the user connects the use with the incentive to conserve.

The School Board's authority is not persuasive.

The School Board cites two cases and a *per curiam* affirmance, all of which

are unpersuasive. First, the School Board relies on *Gainesville III*, the third in the trilogy of stormwater cases between Gainesville and DOT. *City of Gainesville v. State Dept. of Transp*., 920 So. 2d 53 (Fla. 1st DCA 2005). Gainesville, relying on the Supreme Court's holding in *Gainesville II* that governmental users were required to pay user fees, brought a collection action against the DOT to recover the past due stormwater fees that DOT had long been refusing to pay. Despite the holding in both *Gainesville I* and *II* that stormwater fees were user fees that could be charged to DOT, the First District inexplicably held that sovereign immunity prevented Gainesville from bringing an action to collect those past due fees in the absence of a written contract.

The First District's one-page opinion did not cite *Gainesville II*, which, as we noted above, ruled that the DOT could be charged and assuring the legality of those charges to Gainesville's bondholders. Thus, the First District made no attempt to explain why the statutory scheme was specific enough to allow the City to charge for stormwater services taken by the government, but was not specific enough to allow the City to collect those fees. Indeed, the First District did not even cite to section 403.031(17), which specifically allows municipalities to charge all beneficiaries of stormwater fees in proportion to their use.

The only nod to the statutory framework was a very brief discussion of chapter 180, which allows municipalities to operate utility systems. The panel

took no issue with *Gainesville I*'s conclusion that the city could charge "persons" for utility services under chapter 180 and that "persons" included the government. *See Gainesville I,* 778 So. 2d at 529 n.5. But the second panel then rendered the previous panel's decision irrelevant by holding, with little explanation, that the right of utilities to charge persons for utility services under chapter 180 did not include stormwater utility systems. This conclusion was impossible to square with *Gainesville I*, considering that the earlier panel had used the language in chapter 180 to support its conclusion that governmental users could be charged for stormwater services.

As a threshold matter, we believe that the panel in *Gainesville III* was wrong to limit chapter 180 to all utilities except for stormwater utilities. Chapter 180 broadly allows municipalities to execute their corporate powers to accomplish the purposes of the chapter. § 180.02. Among its purposes are to (1) "Clean and improve street channels or other bodies of water for sanitary purposes," and (4) "to provide for the collection and disposal of sewage, including wastewater reuse and other liquid wastes." This describes what stormwater systems are designed to do—ensure that stormwater waste does not contaminate Florida waters.

In any event, even if chapter 180 were read as narrowly as *Gainesville III* suggests, the decision completely ignores chapter 403, which unequivocally includes stormwater regulation and allows all "beneficiaries" of stormwater

services to be charged. Similarly, the decision ignores the relationship between chapters 180 and 403. Even if one accepts that chapter 180 was not drafted with stormwater utilities in mind, the Legislature patched that hole in chapter 403. Chapter 403 directs municipalities to deal with stormwater and authorizes them to handle this task by setting up a stormwater utility, § 403.0893(1), and charge stormwater utility fees to the users of the utility. § 403.031(17). Chapter 403 commands that a stormwater utility be "operated as a typical utility, which bills services regularly, similar to water and wastewater services." *Id*.

In other words, the Legislature itself has equated stormwater utilities to the utilities described in chapter 180. Thus, the holding in *Gainesville I* that "each person" using utility services can be billed and that the definition of "each person" in section 180.13(2) includes the government, applies with equal force to stormwater services in light of chapter 403's command that stormwater services are "operated as a typical utility."

Following suit, the Florida Supreme Court has twice equated stormwater utilities with other traditional utility services. *See Gainesville II*, 863 So. 2d at 145 (stormwater services are like other traditional utility services); *Pinellas County v. State of Fla*. 776 So. 2d 262, 268 (Fla. 2001) (same). Thus, it is simply impossible to conclude the Legislature intended to allow water and sewer utilities to collect from "persons" benefitting from those services, including sovereigns, but be

helpless to collect from sovereign "beneficiaries" of stormwater services.

The School Board's only other reported decision is even less persuasive. *City of Key West v. Florida Keys Community College*, 81 So. 3d 494 (Fla. 3d DCA 2012). To begin with, the facts were dramatically different. The Third District determined that the college was not a beneficiary of stormwater services at all. *Id*. at 496. Thus, the court approached this case from the perspective of a City charging for services it was not even providing. Viewed in that light, the ultimate result is not surprising.

Although the court went ahead and analyzed the issue, it largely followed *Gainesville III*. And, like *Gainesville III*, the court failed to discuss the critical language in section 403.031(7) which allows cities to charge all "beneficiaries" of its system. Thus, the court did not analyze the authority we offered above such as *SWFMD*, *Clonis*, and *Brummer* which held that statutes applying to "persons" or "employers" were broad enough to include sovereigns.

Finally, the School Board relies upon a *per curiam* affirmance. *City of Clearwater v. Sch. Bd. of Pinellas Cnty.*, 17 So. 3d 1287 (Fla. 2d DCA 2009). As this Court well knows, this PCA has no precedential value and could have been reached for any number of reasons entirely apart from the issues presented by this case. As one example, the *Clearwater* case presented a sharp dispute about whether Clearwater's stormwater ordinance was truly a user fee or whether it was

set up more like a special assessment. *See Clearwater v. Sch. Bd. of Pinellas Cnty*., 905 So. 2d 1051, 1056 (Fla. 2d DCA 2005). Thus, the Second District's PCA could easily have been based on the conclusion that, under the particular facts of the *Clearwater* case, the fee at issue was a special assessment (which may not be charged to sovereigns) as opposed to a user fee (which sovereigns must pay).

In summary, the trial court overlooked the obvious. The School Board is a beneficiary of the City's stormwater services, and the Legislature has enacted a statute that clearly and unambiguously allows cities to charge "beneficiaries" for stormwater services. The decision below should be reversed.

II. The City is not required to provide stormwater services for free.

If this Court were to disagree with our analysis of sovereign immunity, we urge the Court to narrowly confine its ruling. The trial court, like the panel in *Gainesville III*, reached only the narrow conclusion that sovereign immunity barred a collections action for past due fees, in the absence of a written contract. *See* R843 ("the School Board enjoys sovereign immunity from suit for non-payment"); *Gainesville III*, 920 So. 2d at 53 ("before the City can sue to collect the fee, it must have a written contract"). Neither the trial court nor *Gainesville III* says anything about the actions that a city might take to ensure *going forward* that all of its customers, including sovereigns, agree to pay their bills before they can use the City's stormwater services.

This is an important distinction, one which the School Board and many others, including the Third District, have failed to grasp. For example, after the *Gainesville III* decision, the Third District in *Key West*, attempting to apply *Gainesville III*, used loose language which suggested that the government "enjoys sovereign immunity from the *imposition* of stormwater utility fees." 81 So. 3d at 496 (emphasis supplied). This conclusion, however, directly clashes with *Gainesville II* in which the Supreme Court of Florida held that stormwater fees, like any other user fees, can be charged to the government. 863 So. 2d at 144.

Relying on this loose language, the School Board and other government entities around the state simply stopped paying their stormwater bill, even though they had been paying these bills for years, *and even though they continued to use their city's stormwater systems*. *See* R153 (relying on *Key West*, the School Board will stop all future stormwater payments).

Put bluntly, the School Board is demanding a free ride. When the School Board stopped making its payments, the City told the School Board that it should then process its own stormwater waste and threatened to disconnect the School Board from the City's stormwater system. (R13, 31). The School Board then moved for an injunction demanding that the City be required to furnish stormwater services to the School Board, (R17-28), even as the School Board was denying any obligation to pay for the very service it was demanding. (R29).

Our simple point is that, at most, sovereign immunity might protect the government from an action for past due fees, when a city has neglected to get a signed contract. That is very different from suggesting that sovereign immunity allows the School Board to demand a service in the future for free. In other words, this Court's opinion should do nothing to deprive cities of their right to take steps to ensure that its customers will pay their bills.

To use a familiar example, contractors working on government projects often sue for work performed beyond their written contracts. Courts routinely hold that sovereign immunity bars these actions for extra work if the extra services were not documented by a written contract. *See, e.g., County of Brevard v. Miorelli Engineering, Inc*., 703 So. 2d 1049, 1051 (Fla. 1998). In reaching this conclusion, courts observe that the contractor should have protected itself by getting that written contract before it did the work. *Id*. But nothing in these cases suggest that the government could demand these extra services, refuse to enter into a contract, and then demand that the contractor perform these services without a contract and without pay. The contractor always has the right to protect itself by demanding a contract before performing the work (or by not doing the work at all).

Looking at the problem another way, the School Board is essentially arguing that it is somehow "exempt" from paying stormwater fees. Obviously, if stormwater fees were somehow illegal, or if the Florida Supreme Court had ruled

that sovereigns could not be charged stormwater fees, then the School Board might have a point. In that case, it would be appropriate to rule that the City can neither sue for past fees or take steps to collect an illegal fee going forward.

But the Florida courts have unanimously rejected the claim that sovereigns are exempt from stormwater fees. In *Gainesville II*, the DOT made the very argument the School Board makes here "that it was *exempt* from stormwater fees." *Gainesville II*, 863 So. 2d at 142 (emphasis supplied). The Supreme Court's rejection of this argument was clear: "If the stormwater fee is a user fee, the fee is valid and the State and DOT as beneficiaries of the system, *can be charged*." *Id.* at 144 (emphasis supplied); *see Gainesville I*, 778 So. 2d at 527 ("sovereign immunity does not insulate DOT from having to pay the City's valid utility charges"); *City of Clearwater v. School Board of Pinellas County*, 905 So. 2d 1051, 1053 (Fla. 2d DCA 2005) (the school board "is not exempt . . . from the payment of user fees for traditional utility services such as stormwater management . . . .").

To be clear, we are not asking for a ruling on the School Board's abandoned request for an injunction. Nor are we asking the Court to rule on what steps a city might take to protect its right to receive payment for the services it provides. Those are issues for another day. Our point is that, if the Court disagrees with our analysis of sovereign immunity, it should take care that its opinion addresses only

the issue currently before the Court—the City's right to collect for past due fees. The opinion should reaffirm that stormwater fees are legal, that the School Board is not "exempt" from fees, and do nothing to limit the City's right to protect itself going forward from being forced to provide services for free.

A contrary ruling would have grave consequences. If sovereign immunity is treated as an exemption, what is to stop the sovereign from making the same argument about electrical or sewer or water service? If the sovereign can refuse to pay its stormwater bill, why should it be required to pay any bill at all? This Court should decline the School Board's invitation to slide down that slippery slope.

Conclusion

For all the foregoing reasons, this Court should reject the School Board's sovereign immunity claims. The Florida Supreme Court has already held that sovereigns must pay stormwater fees, like any other user fee. Moreover, the statutory framework makes clear that all "beneficiaries" of stormwater services must pay. The decision below should be reversed.

But if the Court disagrees, the opinion should be limited to the issue of collection of past due fees and should not suggest, expressly or impliedly, that the City has no right to ensure going forward, that its customers, including sovereigns, pay for the services they receive.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to Anthony Stella (astella@wpb.org), City Attorney Office, City of West Palm Beach, 401 Clematis Street, 5th Floor (33401), P.O. Box 3366, West Palm Beach, Florida 33402; and Sean Fahey (sean.fahey@palmbeachschools.org), Hollie N. Hawn (hollie.hawn@palmbeachschools.org; blair.littlejohn@palmbeachschools.org; lesline.gregory@palmbeachschools.org; dotty.fairbanks@palmbeachschools.org), School Board of Palm Beach County, Office of General Counsel, P.O. Box 19239, West Palm Beach, Florida 33416; and John J. Fumero (jfumero@nasonyeager.com) and John K. Rice (jrice@nasonyeager.com; kchang@nasonyeager.com), Nason, Yeager, Gerson, White & Lioce, P.A., 7700

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CERTIFICATE OF COMPLIANCE

I HEREBY CERTIFY that this brief complies with the font requirements of Florida Rules of Appellate Procedure 9.210(a)(2).

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