IN THE SUPREME COURT OF FLORIDA

CASE NO. SC18-683

HALIFAX HOSPITAL MEDICAL CENTER,

Appellant,

v.

THE STATE OF FLORIDA, *et al*.,

Appellees.

BRIEF OF AMICI CURIAE THE FLORIDA LEAGUE OF CITIES, THE FLORIDA ASSOCIATION OF COUNTIES, THE FLORIDA ASSOCIATION OF SPECIAL DISTRICTS, THE COUNTY OF VOLUSIA, THE CITY OF DELTONA, THE CITY OF LARGO, THE CITY OF SAFETY HARBOR, OSCEOLA COUNTYAND THE PINELLAS SUNCOAST TRANSIT AUTHORITY IN SUPPORT OF HALIFAX HOSPITAL MEDICAL CENTER

ON DIRECT APPEAL FROM THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR VOLUSIA COUNTY, FLORIDA

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AMICI CURIAE IDENTITY AND INTERESTS IN THE CASE

The Florida League of Cities, Inc. ("League") is a voluntary organization whose membership consists of over 400 municipalities and other units of local government rendering municipal services in the State of Florida. Under its charter, the League's purpose is to work 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 the general and fiscal welfare of its members.

Critical to bedrock principles of local self-government is the ability of municipal governments, governmental agencies and special districts to freely contract to efficiently provide services of all kinds for the benefit of the health, safety and welfare of the citizens they serve. To accomplish that objective the state legislature adopted the Florida Interlocal Cooperation Act of 1969, providing broad authority "to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities." § 163.01(2), FLA. STAT. (2018). The League believes its perspective and its extensive experience regarding the appropriate and prominent

use of interlocal agreements to provide needed services statewide, across geographic boundaries will aid this Court in the consideration of the issues presented in this case.

The Florida Association of Special Districts ("FASD") is a Florida not-for-profit corporation whose purpose is to unify and strengthen special purpose government through education, the exchange of ideas and active involvement in the legislative process. Today, there are over 1,600 independent and dependent special districts in the state, governed by more than 30 statutes, involving over 500 local governments. Special districts provide limited purpose government on a local level. Fire control, library, port & inlet, mosquito, water control, community development, roads, hospital, and other districts – all providing unique services, but all with the same need to be accountable and accessible to the citizens they serve. FASD shares the League's perspective on both the prominent use of and important purposes served by interlocal agreements between governmental agencies. Additionally, FASD believes it can provide an important perspective to this case regarding the proper interpretation of enabling legislation which affects the ability of special districts across the state to continue providing critical services to citizens.

The Florida Association of Counties ("FAC") is a Florida not-for-profit corporation that helps counties effectively serve and represent Floridians by strengthening and preserving county home rule through advocacy, education and

collaboration. For more than 85 years, FAC has represented the diverse interests of Florida's counties, emphasizing the importance of protecting home rule – the concept that communities and their local leaders should make the decisions that impact their community. In this capacity, FAC is in complete alignment with the League and FASD regarding the importance of interlocal agreements in providing critical services to citizens in the most efficient and effective manner, and FAC's 67 member counties represent the interests of all of the residents on this state.

The City of Deltona (the "City" or "Deltona") is a party to the interlocal agreement entered into with Halifax Hospital Medical Center pursuant to FLA. STAT. § 163.01(2), which is at issue in this appeal and a beneficiary of the services provided by the Appellants within the City limits. As such, the City has a direct interest in these proceedings.

The County of Volusia, a political subdivision of the State of Florida and a public body corporate and politic ("Volusia County"), like the other Amici, is frequently a party to interlocal agreements to provide needed public services across its geographic boundaries. In addition, the Halifax Hospital Medical Center and the City, who are parties to the interlocal agreement at issue, as well as the proposed hospital facility at issue, are located within the boundaries of Volusia County. The services provided by the Appellant directly benefit members of the public residing

or working within Volusia County and, therefore, it has a substantial interest in these proceedings.

The remaining amici – the Cities of Largo and Safety Harbor, Osceola County and the Pinellas Suncoast Transit Authority – are all parties to actual interlocal agreements entered into pursuant to the act and whom either provide services through or benefit as recipients of services from the use of such agreements, including, in some cases, services provided beyond the jurisdictional boundaries of the providers.

SUMMARY OF ARGUMENT

The Halifax Hospital Medical Center ("Halifax"), like special districts and agencies across the state, must be allowed deference when interpreting its enabling act and determining what actions are necessary to further the purposes of the act, including when "preservation of the public health, for the public good, and for the use of the public of the district" requires that Halifax enter into an interlocal agreement to provide services from outside its geographical boundaries. Section 5 of Halifax's enabling act, when reviewed *in pari materia* and properly interpreted, does not prohibit Halifax from acting outside its geographical boundaries when such actions are necessary to effectuate the purposes of its enabling act. The trial court reached the wrong conclusion by failing to follow the enabling act's specific directive to apply a liberal construction where any other construction would defeat

any of the purposes of the act. The trial court's Final Order should be reversed and the bonds validated.

Local governmental units' broad authority to cooperate across geographical boundaries under Section 163.01, Florida Statutes, is essential to their abilities to provide critical services and facilities in the manner best suited to their local communities' specific geographic, economic, and population needs. When the interlocal agreement at issue between Halifax and Deltona is reviewed alongside the legislative findings contained in Halifax's bond resolution, the record is clear that the proposed hospital meets the three purposes of Halifax's enabling act. Interlocal agreements, like the one at issue here, have been utilized for decades statewide between special districts and other units of local government (*i.e.* cities, counties and other agencies) to efficiently and effectively provide critical services to residents within and beyond the geographic boundaries of those districts. The continued ability of special districts and other units of local government to use interlocal agreements to provide vital public services across geographic boundaries for the health, safety and welfare of all Floridians cannot be overstated.

Should this Court affirm the trial court's decision, it should do so cautiously, in a manner that limits the Court's holding to the specific enabling act at issue and which does not harm the long-standing deference given to special districts or agencies in interpreting the provisions of their respective enabling acts. In addition,

the Court should avoid calling into question the efficacy of the Interlocal Cooperation Act or the continuing validity of existing interlocal agreements which facilitate the efficient provision of crucial services across the state.

ARGUMENT

I. THE HALIFAX HOSPITAL MEDICAL CENTER, LIKE SPECIAL DISTRICTS ACROSS THE STATE, MUST BE ALLOWED DEFERENCE IN DETERMINING WHAT ACTIONS ARE NECESSARY TO FURTHER THE PURPOSES OF ITS ENABLING ACT, INCLUDING WHEN THE PUBLIC HEALTH AND PUBLIC GOOD REQUIRES THAT SERVICES BE PROVIDED FROM OUTSIDE ITS GEOGRAPHICAL BOUNDARIES.

This Court's sole task is a *de novo*[1] determination of whether the purpose of the bonds to be validated is legal. This is so because the trial judge correctly determined that Halifax has the legal authority to issue the bonds and that the bond issuance complies with the requirements of law. (A. 994); *See, e.g., Miccosukee Tribe v. S. Fla. Water Mgmt. Dist.*, 48 So. 3d 811, 817 (Fla. 2010) (judicial inquiry in bond validation limited to: (1) whether public body has the authority to issue the bonds; (2) whether the purpose of the bonds is legal; and (3) whether authorization of the bonds complies with the requirements of law). Those determinations come to this Court clothed with a presumption of correctness. *See Strand v. Escambia County*, 992 So. 2d 150, 154 (Fla. 2008).

[1] Questions of law in bond validations, such as legality of purpose, are reviewed *de novo*. *See, e.g., Miccosukee Tribe v. S. Fla. Water Mgmt. Dist.*, 48 So. 3d 811, 817 (Fla. 2010).

Specifically, the Court is asked to examine whether language found in Section 5 of the enabling act (the "Halifax Act")[2] for Halifax creates a geographic boundary beyond which Halifax is prohibited from providing necessary services and facilities for "the preservation of the public health, for the public good, and for the use of the public of the district." *Id*. When the Halifax Act is reviewed, as it must be, *in pari materia*,[3] there is no such prohibition. Moreover, when construed considering the primary responsibility born by governmental agencies in interpreting statutes and rules within their regulatory expertise and jurisdiction and the required deference[4] afforded those decisions, the judgment of the trial court denying validation must be

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[2] Chapter 2003-374, § 5, Laws of Florida.

[3] As recently reiterated in *Trafalgar Woods Homeowners Assn., Inc. v. City of Cape Coral*, __ So. 3d __ ; 43 Fla. L. Weekly D1313 (Fla. 2nd DCA June 8, 2018):

> [U]nder a longstanding fundamental principle applicable to statutes and ordinances, "words, phrases, clauses, sentences and paragraphs of a statute may not be construed in isolation[.]" *Weitzel v. State*, 306 So. 2d 188, 192 (Fla. 1st DCA 1974). Rather, the sentence must be read in the context of the entire provision. *Id*.; *see also Fla. Dep't of Envtl. Prot. v. ContractPoint Florida Parks, LLC*, 986 So. 2d 1260, 1265 (Fla. 2008) (stating that every statute must be read as a whole with meaning ascribed to every portion and due regard given to the semantic and contextual interrelationship between its parts); *Angelo's Aggregate Materials, Ltd. v. Pasco County*, 118 So. 3d 971, 975 (Fla. 2d DCA 2013) (observing that ordinances are subject to the rules of construction applicable to statutes).

Id.

[4] *Duke's Steakhouse Ft. Myers, Inc. V. G5 Properties, LLC, et al*, 163 So. 3d 12, 15 (Fla. 2d DCA 2013) (agency's interpretation of its statutes and rules does not have to be the only reasonable interpretation—only a permissible one—and should not be overturned unless clearly erroneous).

reversed. *See Duke's Steakhouse Ft. Myers, Inc. V. G5 Properties, LLC, et. al*, 163 So. 3d 12, 15 (Fla. 2d DCA 2013) (agency bears primary responsibility to interpret statutes and rules within its regulatory expertise and jurisdiction).

As the trial court properly noted, there is no statutory prohibition on a special district like Halifax operating outside its geographical boundaries. (A. 994); Fla. Stat. § 189, *et seq*. Accordingly, the judge concluded that "all roads lead to Section 5" of the Halifax Act (A. 995), but then failed to appropriately construe that act as a whole and with "due regard given to the semantic and contextual interrelationship between its parts." *Fla. Dep't of Envtl. Prot. v. ContractPoint Florida Parks, LLC*, 986 So. 2d 1260, 1265 (Fla. 2008).

The specific language of Section 5 of the Halifax Act cited by the trial court provides that "*maintenance of such hospitals, medical facilities, and other health care facilities and services in the district are hereby found and declared to be a public purpose and necessary for the general welfare of the residents of the district*." Chapter 2003-374, § 5, Laws of Florida. However, interpreted properly this independent clause within the last sentence of Section 5 does not mean that **only** such facilities and services "in the district" serve a public purpose or are necessary for the general welfare of residents of the district. This is true because the remainder of Section 5 sets forth a clear intent that Halifax was created for a much broader purpose. In its entirety, Section 5 reads as follows:

> The district may **establish, construct, operate, maintain such hospitals, medical facilities, and other health care facilities and services <u>as are necessary</u>.** The hospitals, medical facilities, and other health care facilities and services shall be established, constructed, operated, and maintained by the district **for the preservation of the public health, for the public good, and for the use of the public of the district**; and maintenance of such hospitals, medical facilities, and other health care facilities and services in the district are hereby found and declared to be a public purpose and **necessary for the general welfare of the residents of the district**.

Chapter 2003-374, § 5, Laws of Florida (emphasis added).

Uniquely and fortuitously, this language can be specifically compared to the enabling statute of West Volusia Hospital Authority,[5] another special hospital district located in Volusia County, which specifically and intentionally limits the services it can provide to the geographic boundaries of the district. Section 4 of that act, which was adopted one year after and is the corollary to Section 5 of the Halifax Act, reads as follows:

> The board of commissioners is hereby authorized and empowered to **establish, construct, operate, and maintain such hospital and hospitals as in their opinion shall be <u>necessary for the use of the people of the district</u>.** Said hospital or hospitals shall be established, constructed, operated, and maintained by the board of commissioners for the **preservation of the public health and for the public good and for the use of the public of the district.** Maintenance of such hospital or hospitals within the district is hereby found and declared to be a public purpose and **necessary for the preservation of the**

[5] Chapter 2004-421, § 4, Laws of Florida.

> **public health and for the public use and for the welfare of the district and inhabitants thereof**. The location of the hospital or hospitals shall be determined by the board.

Chapter 2004-421, § 4, Laws of Florida (emphasis added).

The opening sentence of these sections demonstrate beyond peradventure that while the legislature expressly limited West Volusia to providing healthcare and facilities "*necessary for the use of the people of the district*" (*id.*) (emphasis added), it placed no such restriction on Halifax, permitting Halifax to provide such services "*as are necessary*." § 5, Ch. 2003-374, Laws of Florida (emphasis added).

This conclusion is bolstered by the legislature's intentional use of the "Oxford" or "serial" comma to separate "public health" and "the public good" from "and for the use of the public of the district" as multiple independent purposes of the Halifax district, where it used no commas when using the same words to describe the singular purpose of West Volusia to provide healthcare "for the use of the people of the district."[6] Given the required presumption that the legislature knew what was

[6] The primary reason for use of the "Oxford" or "serial" comma after the penultimate item in a list of three or more items is to avoid ambiguity and to make clear that each item in the list is independent of the others. (https://style.mla.org/serial-commas-and-semicolons/). For a detailed discussion by this Court of the importance of punctuation generally and commas specifically in discerning legislative intent see *Kasischke v. State*, 991 So. 2d 803, 811-815 (Fla. 2008).

intended[7] by its choice of language and punctuation in both cases, it would make no sense to interpret both sentences as conveying the same meaning.

For further proof this Court need look no further than the unequivocal language the legislature uses when it expressly intends to limit a special district's authority to a specific geographic boundary. For example, in Section 3(1), Ch. 2011-256, Laws of Florida, the Legislature authorized the Citrus County Hospital Board only "to operat[e] hospitals, medical nursing homes, and convalescent homes *in the county.*" (Emphasis added). *See also*, § 5, Ch. 2011-256, Laws of Florida (stating "the Citrus County Hospital Board as hereby created shall be for the purpose of operating, **in Citrus County**, public hospitals, medical nursing homes, and convalescent homes, primarily and chiefly for the benefit of the citizens and residents of Citrus County.") (emphasis added).

Similarly, Jackson County Hospital District was specifically created to operate a public hospital "within the Jackson County Hospital District." Chapter 2003-363, Laws of Florida. Lake Shore Hospital Authority of Columbia County has express language in its enabling act specifically limiting its authority to "operate hospitals and hospital facilities in Columbia County." §7, Ch. 2005-315, Laws of

[7] *See, e.g.*, *State v. Bodden*, 877 So. 2d 680, 685 (Fla. 2004) (citations omitted) (legislature presumed to know meaning of words and rules of grammar, and court is advised of legislature's intent by giving generally accepted construction to phraseology and punctuation of an act).

Florida. The enabling act for the North Lake County Hospital District similarly restricts activities to those "physically located within the district." §6, Ch. 2012-258, Laws of Florida.

While acknowledging the requirement to construe the entire section *in pari materia* (A. 995), the trial court reached the wrong conclusion by failing to follow the act's specific directive to apply a liberal construction where "any of the purposes" of the act would be defeated by a strict construction. Chapter 2003-374, § 15, Laws of Florida.[8] And in so doing the trial court applied a strict construction of the very phrase upon which it based its decision – a construction completely at odds with two express purposes of the act: 1) to preserve "the public health"; and 2) "for the public good." *Id.* at § 5. These independent purposes are specifically not restricted to "the use of the public of the district." *Id*.

Additionally, and of critical importance to the amici, the trial court also overlooked an abiding principle of statutory construction that "the administrative construction of a statute by the agency charged with its administration is entitled to great weight" which should not be overturned unless clearly erroneous. *Department*

[8] Section 15 of the Halifax Act provides: "It is intended that the provisions of this act shall be liberally construed in order to accomplish the purposes of the act. Where strict construction of this act would result in the defeat of the accomplishment of **any of the purposes** of this act, and a liberal construction would permit or assist in the accomplishment thereof, the liberal construction **shall** be chosen." *Id*. (emphasis added).

of Insurance v. Southeast Volusia Hospital District, 438 So. 2d 815, 820 (Fla. 1983). When coupled, as it must be, with the similarly well-settled maxim that "[a]n agency's interpretation of such statutes and rules does not have to be the only reasonable interpretation – only a permissible one," the conclusion that the trial court must be overturned becomes inescapable. *Duke's Steakhouse Ft. Myers, Inc. v. G5 Properties, LLC, et al.*, 106 So. 3d 12, 15 (Fla. 2d DCA 2013); *see, e.g., GTC, Inc. v. Edgar*, 967 So. 2d 781, 794 (Fla. 2007) (PSC's "permissible construction" of rate statute will not be disturbed).

In the instant case there is no argument - Halifax is an agency whose decisions are entitled to the "clearly erroneous" standard of review.[9] Neither is there a question that the Halifax Act is a statute which is administered solely and exclusively by Halifax. No other agency has or shares that authority. Accordingly, on review this Court should apply the required deferential standard of review, upon which all state agencies and local governments or separate units of government rely, and reverse the decision of the trial court denying validation of the bonds. And at the very least, should this Court conclude that the trial court's decision must be upheld, it should

[9] *See generally*, FLA. STAT. § 119.011(2) (2018) ("Agency" means any state, county, **district**, authority, or municipal officer, department, division, board, bureau, commission, **or other separate unit of government** created or established by law including, for the purposes of this chapter, the Commission on Ethics, the Public Service Commission, and the Office of Public Counsel, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency). *Id.* (emphasis added).

take care to do no harm to these bedrock principles of construction and review which inform and are foundational to the daily decision-making of governmental agencies across this state.

II. LOCAL GOVERNMENTAL UNITS' BROAD AUTHORITY TO COOPERATE ACROSS GEOGRAPHICAL BOUNDARIES UNDER FLA. STAT. 163.01 IS ESSENTIAL TO THEIR ABILITY TO EFFICIENTLY PROVIDE CRITICAL SERVICES AND FACILITIES IN A MANNER BEST SUITED TO THEIR LOCAL COMMUNITY'S SPECIFIC GEOGRAPHIC, ECONOMIC, AND POPULATION NEEDS.

The trial court's decision overlooked the broad statutory authority[10] granted to Halifax and the City to enter an interlocal agreement under which Halifax would

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[10] Section 163.01(2), Florida Statutes, The Florida Interlocal Cooperation Act of 1969 (the "Interlocal Act" or the "Act"), provides the following legislative intent:

> "[T]o permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with **other localities** on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with **geographic**, economic, population, and other factors influencing the needs and development of local communities."

Id. (emphasis added). By using the geographic reference to cooperating "with other localities on the basis of mutual advantage," the legislature has made clear there is no requirement under the Interlocal Act for local government units to have overlapping or concurrent *geographic* powers before they may enter into interlocal agreements. *Id*. Similarly, Section 163.01(3)(b), Florida Statutes, defines "public agency," which are permitted to enter into interlocal agreements under Section 163.01(4), Florida Statutes, to include governmental entities that do not or cannot share a common geographic jurisdiction, such as "a political subdivision . . . of any state of the United States. . . ." Fla. Stat. § 163.01(3)(b) (2018). Moreover, the Interlocal Act provides that the privileges and immunities of public agents "when performing their respective functions within the territorial limits" of their public

build the new hospital without placing any additional tax burden on the residents of the district. (A. 1039-1043). Specifically, the interlocal agreement between Halifax and Deltona provides that "*[t]he City and Halifax also acknowledge and agree that this Agreement does not authorize, permit or require Halifax to expend ad valorem tax revenues generated within Halifax's taxing district to finance the acquisition, construction or operation of healthcare facilities within the City.*" (A. 1041). This important proviso of the interlocal not only protects the "public of the district" from being burdened with the expense of building and operating a hospital outside district boundaries, but when coupled with the legislative findings contained in the Halifax bond resolution the record is clear that the proposed hospital meets all three purposes of the district – "*for the preservation of the public health, for the public good, and for the use of the public of the district.*" Chapter 2003-374, § 5, Laws of Florida.

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agency, "shall apply to the same degree and extent to the performance of such functions and duties . . . *extraterritorially* under the provisions of any such interlocal agreement." Fla. Stat. § 163.09(a) (2018) (emphasis added). Accordingly, it is clear that the legislature intended the Interlocal Act's reference to public agencies jointly exercising "any power, privilege, or authority which such agencies share in common and which each might exercise separately" refers to common functional powers and not common geographic powers. Fla. Stat. § 163.01(4). Any other construction or interpretation would render Section 163.01(9), Florida Statutes, meaningless, which is contrary to long-standing, fundamental rules of statutory construction. *See Hechtman v. Nations Title Ins. of N.Y.*, 840 So. 2d 993, 996 (Fla. 2003).

In short sum, the district's legislative "Findings and Determinations" contained in the Halifax bond resolution constitute "competent, substantial, evidence"[11] that, *inter alia*:

- The hospital will serve a public purpose by preserving and advancing the public health, public good, and general welfare of the State and its people, including the residents of the District;

- The Hospital will serve a paramount public purpose of the City by providing needed healthcare facilities and services within the City and access to a modern, integrated healthcare delivery system to the residents and visitors of the City;

- The Hospital will also serve a paramount public purpose of the District by affording the benefits of economies of scale of a larger integrated healthcare system and increasing the revenue base and non-ad valorem revenues of the District to promote enhanced financial performance and stability and to better enable it to provide modern, integrated healthcare facilities and services available to the residents and visitors of the District and the State of Florida;

- The construction, operation and maintenance of the Hospital in the City will conserve the District's financial resources, is necessary and will serve a legitimate purpose of the District;

- The District maintained facilities outside the geographic boundaries of the District when the Legislature re-codified the special acts creating the District with the adoption of Chapter 2003-374, Laws of Florida;

- Market competition disadvantages threaten the District's continued viability as a provider of medical services to the indigent, including the indigent population residing within the District's geographical boundaries. Without additional income streams and increased market competitiveness, the District projects an operating loss that will require it to curtail expenses and constrain resources invested on services that cannot be profitable, including the support of important safety net services currently provided to the medically indigent within the District's geographical boundaries. Furthermore, the Hospital is an

[11] *Miccosukee*, *supra* at 821.

> expansion of the District's existing health care services system, will allow for a diversification of the District's funding sources that will allow for the reduction of the tax liability of property owners in the District's geographical boundaries, all enhancing the competitiveness of the District and which are expressly contemplated by the Act. The Hospital will thus allow the District to stay competitive with for profit hospitals and health care providers.

(A. 1023-1025).

These specific and detailed findings evince not only a clear and lawful public purpose for issuing the bonds but also a cogent, reasoned, and permissible interpretation of the Halifax enabling legislation which is the antithesis of "clearly erroneous" and, therefore, is entitled to deference from this Court. (A. 1023-1025). As this Court has forcefully and repeatedly opined, "*legislative declarations of public purpose are presumed valid and should be considered correct unless patently erroneous*." *Miccosukee*, *supra* at 819 (emphasis added and citing authority).

Because the Halifax bonds undeniably serve a public purpose and because the Halifax Act does not expressly prohibit Halifax from providing services outside the district - a fact apparently known to the legislature when it re-codified the special acts creating the district with the adoption of Chapter 2003-374, Laws of Florida (A. 1023-1024) – there is no question Halifax had broad authority to enter into a contract, in the form of an interlocal agreement "*with any other public agency of the state*" to exercise jointly "*any power, privilege, or authority which such agencies share in common and which each might exercise separately.*" Fla. Stat. § 163.01(4) (emphasis added).

Importantly, such interlocal agreements are utilized statewide between special districts like Halifax and other units of local government (*i.e.* cities and counties) to efficiently and effectively provide critical services to Floridians beyond the geographic boundaries of those districts. Examples are numerous and include:

- A Water Control (Improvement) District provides stormwater and other flood control services within a municipality. The area was initially within the boundaries of the district; however, the area was annexed by the municipality. The district continues to provide services to the area that is no longer within its boundaries. The service is provided through an interlocal agreement between the municipality and district.
- A Transit Authority Special District providing transportation and other services into cities outside of its territorial boundaries through interlocal agreements between the special district and the municipalities.
- Three separate Water Control Districts provide administrative and other services to one another, outside of their territorial boundaries, through an interlocal agreement between the three districts.
- A Water Supply District provides bulk water services through an agreement with a county to areas outside of the district's jurisdictional boundaries but within the county.
- A Fire and Rescue District providing services within a municipality. The area served was originally in the district's boundaries; however, the area was annexed by the municipality and is no longer within the district's boundaries. The district continues to provide services to the area within the municipality.
- A Hospital Healthcare District provides medical services within a municipality but outside of the district's boundaries.

While these are but a few examples, the importance of interlocal agreements in allowing special districts to provide vital services necessary for the health, safety and welfare of all Floridians is impossible to overstate.

The Florida Attorney General's Office approved of the use of an interlocal agreement between the South Trail Fire Protection and Rescue Service District and Lee County for the provision of services beyond district boundaries. *See* Op. Att'y Gen. Fla. 84-40 (1984). In so doing the attorney general recognized that Section 163.01(3)(b), Florida Statutes, defines "public agency" to include "single and multipurpose special districts," and that the Interlocal Act permits "*local governmental units . . . to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities*." *Id.* (emphasis added and citing FLA. STAT. § 163.01(2)). The attorney general therefore correctly concluded that

> "*[T]he fire control district and the county may enter into an interlocal agreement . . . [to] provide fire protection services to and within that part of the unincorporated area of the county, or within a duly established municipal service taxing or benefit unit or units within that part of the unincorporated area,* ***located outside of the district's boundaries***."

Op. Att'y Gen. Fla. 84-40 (1984) (emphasis added).

Notwithstanding the clear authority for Halifax to build the hospital under its existing interlocal agreement with Deltona, should this Court determine the agreement exceeds Halifax's authority, it should do so cautiously and avoid calling into question the efficacy of existing interlocal agreements between other units of government that for decades have facilitated provision of crucial services and that

are accomplishing exactly what the Interlocal Act contemplates they should be - furthering the efficient provision of government services.

CONCLUSION

Based on the foregoing, the amici respectfully request this Court reverse the Final Order by (a) affording deference to Halifax's interpretation of its enabling act, (b) finding that Section 5 of the Halifax Act does not prohibit Halifax from providing necessary services and facilities beyond Halifax's geographic boundary for the preservation of the public health, for the public good, and for the use of the public of the district, (c) finding that Halifax had broad authority under the Interlocal Act to enter into the interlocal agreement at issue with Deltona, and (d) remanding this matter with instructions to the trial court to enter a final judgment validating the bonds at issue. Alternatively, should this Court determine that the trial court's decision should be upheld, the Court should expressly limit its holding to the specific enabling act at issue, taking care not to harm the long-standing principles of construction and review which are relied upon daily in the decision-making of counties, municipalities, special districts, agencies and other units of government across this state. Further, the Court's holding should avoid calling into question, in any way, the efficacy of the Interlocal Act and other existing interlocal agreements between various units of government that have facilitated the efficient provision of crucial public services across geographic district boundaries of this state for decades.

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing BRIEF OF AMICI CURIAE IN SUPPORT OF APPELLANTS was served on the following via e-mail, the 21st day of June, 2018: Martin Goldberg, Esq. (Mgoldberg@lashgoldberg.com), Maria Helmick, Esq. (mhelmick@lashgoldberg.com), Christopher Smith, Esq. (cksmith@lashgoldberg.com), Jason Coe, Esq. (jcoe@lashgoldberg.com), and Christen Hernandez, Esq. (chernandez@lashgoldberg.com) for intervenor Nancy Epps; Alan Zimmet, Esq. (azimmet@bmolaw.com), and Elliot H. Scherker, Esq. (scherkere@gtlaw.com) for Appellants; Phil Havens, Esq. (havensp@sao7.org), and marderr@sao7.org for the State of Florida.

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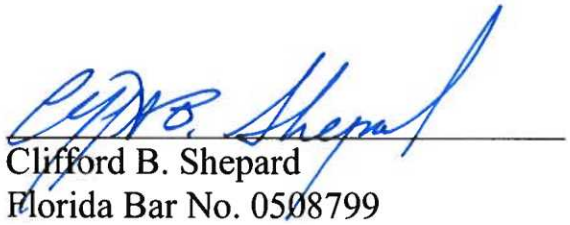
CERTIFICATE OF COMPLIANCE

I HEREBY CERTIFY that this brief was prepared in Times New Roman, 14-point font, in compliance with Rule 9.210(a)(2) of the Florida Rules of Appellate Procedure.



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