

IN THE SUPREME COURT OF FLORIDA

CASE NO. SC12-109

CATHY ANTUNES, KATHLEEN BOLAM,
DAVID BROWN, BETH COLVIN,
CYNTHIA CROWE, VIOLA DeYOUNG,
LEONARD DALE DeYOUNG,
MICHAEL FIGGINS, LORI FRARY,
JIM LAMPL, MILLICENT PULEO,
PATRICIA ROUNDS, JOHN SAUNDERS,
JOHN SCOLARO, W. BRIAN SLIDER, and
BARBARA VAUGHN,

Appellants,

v.

SARASOTA COUNTY, a political subdivision
of the State of Florida,

Appellees.

APPELLANTS' REPLY BRIEF

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ARGUMENT

The County correctly points out the significance of the introductory clause in Art. VIII, § 1(e), Fla. Const., which states that “[e]xcept when otherwise provided by county charter, the governing body of each county shall be a board of county commissioners composed of five or seven members serving staggered terms of four years.” (Emphasis added). These words must be given their plain and unambiguous meaning. To construe (1)(e) as prohibiting term limits for county commissioners would render the introductory clause meaningless.

As a fundamental rule of statutory interpretation, courts should avoid readings that would render part of a statute meaningless. Furthermore, whenever possible courts must give full effect to all statutory provisions and construe related statutory provisions in harmony with one another. This follows the general rule that the legislature does not intend to enact purposeless and therefore useless legislation.

Am. Home Assur. Co. v. Plaza Materials Corp., 908 So. 2d 360, 367-68 (Fla. 2005) (quoting *Unruh v. State*, 669 So.2d 242, 245 (Fla.1996)).

Another rule of statutory construction aptly applies here: the canon *expressio unius est exclusio alterius*. See *St. John v. Coisman*, 799 So.2d 1110, 1113 n. 3 & n. 5 (Fla. 5th DCA 2001) (under the doctrine of *expressio unius est exclusio alterius*, the expression of one thing is the exclusion of the other; when a law expressly describes a situation where something should

apply, an inference must be drawn that what is not included by specific reference was intended to be omitted or excluded); *see also State v. Talty*, 692 So.2d 936 (Fla. 4th DCA 1997); *Coral Cadillac, Inc. v. Stephens*, 867 So.2d 556, 558-59 (Fla. 4th DCA 2004).

Here, the express mention in Art. VIII, § 1(e) of the exception for the structure, composition and terms of county commissioners where provided by county charter means that voters intended to permit charter counties to control their own structure, composition and terms for county commissioners.

CONCLUSION

The motion to dissolve the permanent injunction entered in *Moore* should have been granted because, under binding precedent, Sarasota County's existing term limits provision in the charter is constitutional.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 9, 2012 a copy of the foregoing has been furnished via Hand Delivery to: DAVID PERSSON, 1820 Ringling Blvd, Sarasota, FL 34236-5917; and FREDERICK J. ELBRECHT, 1660 Ringling Blvd., Sarasota, FL 34236.

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CERTIFICATE OF COMPLIANCE

The undersigned certifies that this brief complies with the font requirements set forth in Rule 9.210(a)(2), Fla. R. App. P.

ANDREA FLYNN MOGENSEN, Esq.