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October 24, 2025

The Honorable Chip LaMarca
Florida House of Representatives
214 House Office Building
402 South Monroe Street
Tallahassee, Florida 32399

Dear Representative LaMarca:

This office received your letter dated October 6, 2025, requesting a legal opinion on a question of Florida law. You ask substantially the following question: whether section 163.3180(6)(j), Florida Statutes, invalidates the assessment of student station fees in addition to impact fees by a school district under an existing agreement between a school district, a county, and a municipality, when the student station fee, at the time, fails to meet the dual nexus test as codified in section 163.31801(4)(f) and (g), Florida Statutes.[1]

In short, my answer to your question is yes. Section 163.3180(6)(j) prohibits a school district from assessing and enforcing student station fees in addition to impact fees when the student station fees, at the time, fail to meet the dual rational nexus test, regardless of whether there is an agreement in place assessing such fees.

BACKGROUND[2]

The Broward County School District (the "District") entered separate interlocal agreements with several Broward County municipalities. These agreements require the payment of student station fees in addition to impact fees. The stated purpose of the student station fees is to exact payment for the construction of additional residential development units within certain local activity centers throughout Broward County. These agreements, however, were entered at a time when Broward County public schools were overcrowded with a lack of infrastructure to support the student burden on the schools. The agreements calculate student station fees by using multiple factors and in certain cases, station fees exceed the general impact fees. Today, the Broward County public schools are significantly under-enrolled and struggling to find the use for

[1] *See* Letter from Chip LaMarca, Fla. House of Representatives, to James Uthmeier, Att'y Gen. of Fla., (Oct. 6, 2025) (on file with the Office of the Florida Attorney General).

[2] As provided in the Representative's letter.

the current infrastructure in place. Despite these current circumstances, the District continues to impose student station fees under the interlocal agreements.

ANALYSIS

Section 163.3180(6)(j), which took effect on October 1, 2025, prevents a school district from collecting, charging, or imposing "any alternative fee in lieu of an impact fee to mitigate the impact of development on educational facilities unless such fee meets the requirements of s. 163.31801(4)(f) and (g)."[3] To comply with section 163.31801(4)(f) and (g), any alternative fee must be "proportional and reasonably connected to, or ha[ve] a rational nexus with:" (1) "the need for additional capital facilities and the increased impact generated by the new residential or commercial construction"; and (2) "the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction."[4] This test codifies the "dual rational nexus test" used to determine the constitutionality of impact fees.[5]

Here, the District is attempting to "collect, charge, or impose" the student station fees on local governments in Broward County via interlocal agreements. The student station fees imposed by the District fail to meet the dual rational nexus test under section 163.31801(4)(f) and (g). As noted in your request, Broward County schools are currently under-enrolled and have vacancies in many of their facilities. As a result, the District is struggling to find uses for the infrastructure currently in place. Therefore, the collection of student station fees fails to meet the requirements of section 163.3180(6)(j). The student station fees do not have "a rational nexus with the need for additional capital facilities" because the schools are under-enrolled and current facilities are underutilized. The fact that the interlocal agreements were in effect before section 163.3180(6)(j) took effect does not change the analysis. Consequently, the District may not collect the student station fees even if they are part of an interlocal agreement.[6]

CONCLUSION

Accordingly, section 163.3180(6)(j) invalidates the assessment of student station fees in addition to impact fees by a school district under an existing agreement between a school district, a county, and a municipality, when the student station fees fail to meet the dual rational nexus test as codified in section 163.31801(4)(f) and (g).

Sincerely,

Greg Slemp
GENERAL COUNSEL

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[3] § 163.3180(6)(j), Fla. Stat. If a fee is challenged under this section, "the school district has the burden of proving by a preponderance of the evidence that the imposition and amount of the fee meet the requirements of state legal precedent." *Id.*

[4] *See* § 163.31801(4)(f)-(g), Fla. Stat.

[5] *Bd. of Cnty. Comm'rs, Santa Rosa Cnty. v. Home Builders Ass'n of W. Fla., Inc.*, 325 So. 3d 981, 984–85 n.1 (Fla. 1st DCA 2021) (explaining that section 163.31801(4)(f)–(g) codified the dual rational nexus test).

[6] To the extent the agreement remains in place, it should be enforced consistent with the relevant statutory requirements.