



# Hernando School District

## Interlocal Governmental Meeting

---

**Agenda Item # 3. 26-3705**

4/22/2026

---

**Title and Board Action Requested**

Presentation of the Update on Interlocal Agreement for School Planning

**Executive Summary**

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board hear a presentation of the Interlocal Agreement by the Working Group consisting of staff of the School Board and the Local Governments.

The Working Group recommends that the final draft of the Amended and Restated Interlocal Agreement for Public School Facility Planning, School Concurrency, and Impact Fee Implementation presented herein be submitted to the Hernando County School Board, the Hernando County Board of County Commissioners, and the City Council of the City of Brooksville for approval, pending incorporation of final review comments from legal counsel.

**My Contact**

Brian Ragan  
Director of Facilities & Construction  
ragan\_b@hcsb.k12.fl.us  
352-797-7050

Jim Lipsey  
School Planner  
lipsey\_j@hcsb.k12.fl.us  
352-797-7050

**2023-28 Strategic Focus Area**

Priority 5: Fiscal Transparency and Capital Planning

**Financial Impact**

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

**AMENDED AND RESTATED INTERLOCAL AGREEMENT  
FOR  
PUBLIC SCHOOL FACILITY PLANNING, SCHOOL CONCURRENCY,  
AND IMPACT FEE IMPLEMENTATION**

**BETWEEN**

**HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS,  
CITY COUNCIL OF CITY OF BROOKSVILLE**

**AND**

**SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**

\_\_\_\_\_, 2026

(Final Draft)

**AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR  
PUBLIC SCHOOL FACILITY PLANNING,  
SCHOOL CONCURRENCY, AND IMPACT FEE IMPLEMENTATION**

This Amended and Restated Interlocal Agreement for Public School Facility Planning, School Concurrency, and Impact Fee Implementation (“Agreement”) is entered into between the Hernando County Board of County Commissioner (the “County”), the City Council of the City of Brooksville (the “City”)(the City and County are collectively the “Local Governments”), and the School Board of Hernando County, Florida (the “School Board”)(the City, County and School Board are collectively the “Parties”) and the Parties state:

RECITALS

**WHEREAS**, the Parties entered that certain 2009 Amended and Restated Interlocal Agreement, dated March 10, 2009, (the “2009 Interlocal”) and the Parties desire enter this new interlocal agreement consistent with the terms as set forth herein; and

**WHEREAS**, for the avoidance of doubt, all Proportionate Share Mitigation Agreements and Findings of Available School Capacity issued prior to November 5, 2025 shall be governed by the 2009 Interlocal; and

**WHEREAS**, as set forth in Section 1013.33, Florida Statutes, “it is the policy of this state to require the coordination of planning between boards and local governing bodies to ensure that plans for the construction and opening of public educational facilities are facilitated and coordinated in time and place with plans for residential development, concurrently with other necessary services;” and

**WHEREAS**, the School Board and Local Governments recognize their mutual obligation and responsibility for the education, nurturing, and general well-being of the children within Hernando County; and

**WHEREAS**, the Local Governments and School Board recognize the benefits that will flow to the citizens and students of Hernando County by more closely coordinating their comprehensive land use and school facilities planning programs; namely (i) better coordination of new schools in time and place with land development, (ii) greater efficiency for the School Board and Local Governments by locating schools to take advantage of existing and planned roads, water and sewer utilities, and parks, (iii) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the Local Governments, (iv) better defined urban form by locating and designing schools to serve as community focal points, (v) greater efficiency and convenience by co-locating schools with parks, libraries, and other community facilities, and (vi) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

**WHEREAS**, the School Board and Local Governments are required to enter into this Agreement pursuant to Sections 163.31777, 1013.33, 163.3177(6)(h)3. and 163.3180(6), Florida

Statutes, to jointly establish the specific ways in which the plans and processes of the School Board and Local Governments are to be coordinated; and

**WHEREAS**, Section 163.3180(6)(a), Florida Statutes, requires local governments that apply concurrency to public education facilities to include principles, guidelines, standards, and strategies, including adopted levels of service, in their comprehensive plans and interlocal agreements; and

**WHEREAS**, the School Board and Local Governments wish to provide for agreed upon procedures by which the Local Governments will collect, account for, and remit educational facilities impact fees on behalf of the School Board in accordance with Section 163.31801, Florida Statutes, the “Florida Impact Fee Act;” and

**WHEREAS**, it is the intent of the School Board and Local Governments that this Agreement shall supersede and replace the 2009 Interlocal, except to the extent it controls Proportionate Share Mitigation Agreements and Findings of Available School Capacity issued prior to the Effective Date of this Agreement.

**NOW THEREFORE**, be it mutually agreed between the County, the City and the School Board as follows:

The recitals above are incorporated herein by reference and made a part hereof.

## **SECTION 0 DEFINITIONS; RULES OF CONSTRUCTION**

### **Section 0.1 DEFINITIONS**

0.1 The following definitions shall apply throughout this Interlocal Agreement:

0.1.1 “Adopted Educational Facilities Plan” shall refer to the comprehensive planning document that is adopted annually by the School Board pursuant to Section 1013.35, *Florida Statutes*, and that contains the Educational Plant Survey and District Facilities Work Program. It includes long-range planning for facilities needs over 5-year, 10-year, and 20-year periods.

0.1.2 “Appropriate Level of Service Standard” or “Level-of-Service” or “LOS” shall refer to the ratio of Student Enrollment to the sum of FISH Capacity plus Proportionate Share Capacity and Reserved Capacity, expressed as a percentage, and jointly adopted by the School Board and the Local Governments, as identified in Section 6.1 below.

0.1.3 “Available School Capacity” shall refer to the circumstance where there is sufficient school capacity, based on the adopted LOS standards, to accommodate the demand created by a proposed development.

0.1.4 “School Capacity” or “FISH Capacity” shall refer to the number of students that can be served in a public-school facility as recorded in the Florida Inventory of School Houses, multiplied by a target utilization percentage rate by school type (i.e. elementary, middle, high) established by the Florida Department of Education.

- 0.1.5 “Capital Improvement Element” or “CIE” shall refer to one of the elements of a local government’s adopted comprehensive plan required by the Florida Growth Management Act.
- 0.1.6 “Comprehensive Plan” shall refer to the document adopted by the Local Governments pursuant to the Florida Growth Management Act, which guides local planning and land use decisions.
- 0.1.7 “Concurrency Service Area” or “CSA” shall refer to the geographical area defined by a public-school attendance boundary established by the School Board, within which school concurrency is applied and determined. A CSA is deemed to be Contiguous if it directly abuts another CSA.
- 0.1.8 “District Facilities Work Program” or “5-Year Work Plan” shall refer to the five-year listing of capital outlay projects adopted by the School Board pursuant to Section 1013.35, *Florida Statutes*, as part of the Educational Facilities Plan, in order to properly maintain the educational plants and ancillary facilities of the district and to provide an adequate number of satisfactory student stations for the projected Student Enrollment of the district in K-12 programs.
- 0.1.9 “Educational Facilities” shall refer to the buildings and equipment, structures, and special educational use areas that are built, installed, or established to serve primarily the educational purposes and secondarily the social and recreational purposes of the community and which may lawfully be used as authorized by the Florida Statutes, and approved by boards, as referenced in chapter 1013, Florida Statutes.
- 0.1.10 “Educational Plant” shall refer to the Educational Facilities, site, and site improvements necessary to accommodate students, faculty, administrators, staff, and the activities of the educational program of each plant, as referenced in Chapter 1013, *Florida Statutes*.
- 0.1.11 “Educational plant survey” An educational plant survey is a systematic study of existing educational and ancillary plants and the determination of future needs, for the purpose of providing an appropriate educational program and services for each student, conducted every five years in accordance with Section 1013.31, *Florida Statutes*, and made a part of the Educational Facilities Plan.
- 0.1.12 “Existing Schools” or “Existing School Facilities” shall refer to those school facilities constructed and operational within Hernando County at the time a complete School Capacity Application is submitted to school district staff for school concurrency.
- 0.1.13 “FISH” shall refer to the most recent published edition of the “Florida Inventory of School Houses,” the official repository for documenting and maintaining the inventory of all Educational Plants within Florida’s public-school districts, managed by the Florida Department of Education’s Office of Educational Facilities.
- 0.1.14 “Florida Growth Management Act” shall refer to the legislation contained in Chapter 163, Part II, *Florida Statutes*.

- 0.1.15 “Mitigation Capacity” shall refer to future School Capacity that will be funded by a mitigation payment pursuant to an executed and recorded Proportionate Share Mitigation Agreement, for which a Finding of Available Capacity has been issued, but which has yet to be assigned to any Planned School Facilities.
- 0.1.16 “Preliminary Plat” or “Conditional Plat” shall refer to a map or delineated representation of the subdivision of lands that is a complete and exact representation of the residential subdivision or planned community and contains any additional information needed to be in compliance with the requirements pursuant to Chapter 177 of Florida Statutes and as referenced in the City of Brooksville Code as to Preliminary Subdivision Plat and the Hernando County Code as to Conditional Plat. Preliminary Plat and Conditional Plat shall be interchangeable herein.
- 0.1.17 “Previously Approved Development” shall refer to (a) single family lots of record having received Final Plat approval prior to the effective date of the School Concurrency Ordinance; and (b) multi-family residential developments having received Final Site Plan approval prior to the effective date of the School Concurrency Ordinance.
- 0.1.18 “Intergovernmental Coordination Element” or “ICE” shall refer to that comprehensive plan element to be adopted by the County and the City, in cooperation with the School Board, pursuant to ss. 163.3177 (6)(h), *Florida Statutes*, and in accordance with this interlocal Agreement.
- 0.1.19 “Reserved Capacity” shall refer to that School Capacity already set aside for a Previously Approved Development or a development for which a Finding of Available School Capacity has been issued for school concurrency and remains in effect
- 0.1.20 “School Capacity Application” or “Application” shall refer to the application filed by any person seeking to: (a) request a school concurrency analysis for new residential housing, (b) proffer a Proportionate Share Mitigation Agreement, (c) request a time extension of a Finding of Available School Capacity, or (d) appeal a capacity determination; subject to the School Concurrency Ordinance
- 0.1.21 “School Concurrency Ordinance” shall refer to those ordinances adopted by the County and the City which implements school concurrency in accordance with this Interlocal Agreement, the Growth Management Act and Chapter 1013, *Florida Statutes*.
- 0.1.22 “Site Plan” shall refer to a Site Plan submitted to the County or the City, as applicable, for approval of a multi-family development pursuant to the County or City code of ordinances, respectively.
- 0.1.23 “Student Enrollment” shall refer to the number of students enrolled in one or more existing school facilities as reported each October to the Florida Department of Education.
- 0.1.24 “Tentative Educational Facilities Plan” shall refer to the tentative comprehensive planning document that includes long-range planning for facilities needs over 5-year, 10-year, and

20-year periods, as set forth in Section 1013.35(2), Florida Statutes, that has not been adopted by the School Board.

## **Section 0.2 RULES OF CONSTRUCTION**

0.2 The following rules of construction shall apply throughout this Interlocal Agreement:

0.2.1 **Computation of time.** All references to ‘*day*’ or ‘*days*’ in this Interlocal Agreement shall refer to calendar days unless the text specifically references ‘*working days*.’ ‘*Working days*’ shall include all days of the month excluding Saturdays, Sundays, and federally recognized holidays. A day shall run from 12:01 A. M. to 12:00 P.M. (midnight). When any act is required to be done over a certain number of days, the first day shall be excluded and the last day shall be included for calendaring purposes.

0.2.2 **Statutory references.** All statutory references shall be construed and interpreted in harmony with the general references and recognized rules of statutory construction. Typographical errors in any specific statutory reference shall be ignored and substituted with the foregoing general references.

## **SECTION 1 MUTUAL COORDINATION AND SHARING OVERSIGHT**

### **Section 1.1 COORDINATING AND SHARING INFORMATION**

1.1 **The Working Group.** There is hereby established a working group consisting of staff of the School Board and the Local Governments whose purpose is to facilitate the planning of Educational Facilities on behalf of the governing bodies of the Parties to this Agreement and to make recommendations to the Oversight Committee, as defined below (the “Working Group”). The Working Group will meet on the first Thursday of March each year. The Working Group will also meet on the first Thursday of September or October each year, depending on the timing of the Tentative Educational Facilities Plan, as described below, and as many other times, as necessary. The Working Group is a staff level, fact-finding body not subject to the Sunshine Law.

1.2 **Population Projections.** In fulfillment of their respective planning duties, the Local Governments and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and Student Enrollment. Prior to February 28 each year, the Local Governments will provide the School Board with population projections, development trends and data (such as preapplication meetings or new applications over the prior year), and any amendments to their comprehensive plans that will increase allowable residential density, or which may affect Student Enrollment. The purpose of this information is to allow the School Board to understand the amount, type, and geographic distribution of residential development. The data furnished to the School Board shall include the number, type, and location of residential building permit applications. The information will be discussed at the March meeting of the Working Group.

1.3 **Student Population Projections.** At the March meeting of the Working Group, the School Board shall provide a snapshot of the number of students in seats as of October of the then

current school year (“Enrollment” or “Student Enrollment”) to be used by the Parties for valuating capacity and impact fee adjustments. The School Board shall also provide the Local Governments with projected Student Enrollment based on actual Student Enrollment, trending birth rates, and approved residential development. The projections must be apportioned geographically and by grade level.

1.4 **The Annual Report.** By April 1st of each year, the Working Group, led by the School Board staff, will produce a report (the “Annual Report”) to the Oversight Committee, identified in Section 2 below, which will address the coordination of land use and school facilities phasing, including population projections and Student Enrollment projections, development trends, school needs, and any other relevant matter pertaining to school facility planning. The Annual Report shall include a narrative describing planning issues for each school, including charter schools, which specifically address the following:

- (a) FISH Capacity;
- (b) Increases or decreases in Student Enrollment;
- (c) Summary of Impact Fees and Proportionate Share Mitigation collected for the prior year;
- (d) Summary of existing Reserved Capacity, as defined herein;
- (e) Utilization level, i.e., current Student Enrollment divided by FISH Capacity; and
- (f) Any rezoning, program additions, or capital improvements which would impact the enrollment, capacity, or utilization at the school.

The Annual Report shall also include a brief narrative summary of approved residential projects. For each such project, the Annual Report shall include the following:

- (a) Type and number of residential units;
- (b) Potential students to be generated by school level;
- (c) Anticipated build out year; and
- (d) Whether the project has Reserved Capacity in accordance with the terms of this Agreement.

1.5 **Educational Facilities Plan.** When preparing the Educational Facilities Plan pursuant to Section 1013.35, Florida Statutes, the School Board shall use information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes, in consideration of the population projections of the County to ensure that the Educational Facilities Plan reflects Student Enrollment projections taking into account development projections within the unincorporated County and the municipalities. The Educational Facilities Plan will include projected Student Enrollment based on an inventory of existing school facilities, projections of facility space needs, remaining useable service life of relocatable classrooms, potential locations of new schools, options to reduce the need for additional permanent student stations, and locations of potential school closures.

Subject to the Department of Education making the work plan for the district available, the School Board will endeavor to provide the Local Governments with the Tentative Educational Facilities Plan on or before September 30, of each year, including the five-year District Facilities Work Program and Educational Plant Survey required by Section

1013.31, Florida. Statutes, for review and comment. The Working Group will convene one (1) week after the Tentative Educational Facilities Plan is delivered to discuss the same. The final adopted plan shall be provided to the Local Governments within fifteen (15) days after adoption by the School Board.

## **SECTION 2. OVERSIGHT PROCESS**

- 2.1 **Oversight Committee.** A committee consisting of the School Board, the Hernando County Board of County Commissioners, and the Brooksville City Council shall monitor the implementation of this Agreement (the “Oversight Committee”). The Oversight Committee will review the Annual Report of the Working Group and discuss policy and technical recommendations concerning issues of mutual concern to the Parties, including recommendations to amend or supplement this Agreement.
- 2.2 **Meetings of the Oversight Committee.** The Oversight Committee shall meet annually in either April, May, or June and may meet in as many specially called meetings, as necessary. Any member of the Oversight Committee may call a special meeting by requesting the School Board to publicly notice the special meeting and provide the School Board with the topic of said special meeting. The Oversight Committee shall be subject to the Sunshine Law and shall encourage public participation in its meetings. The Superintendent of Schools shall assign a staff member to publish notice and prepare minutes of the Oversight Committee’s meetings, which shall be retained by the School Board.

## **SECTION 3. SCHOOL SITE SELECTION**

- 3.1 **Determination of Consistency of Proposed School Site with the Comprehensive Plan.** The location of each educational facility shall be consistent with the comprehensive plans and land development regulations of the Local Government in which the facility is located. The School Board shall notify the applicable Local Government in writing at least sixty (60) days prior to acquiring or leasing property that may be used for a new public educational facility. Within forty-five (45) days of receipt of the notice, the Local Government shall provide the School Board with a preliminary determination as to whether the proposed acquisition or lease is consistent with the land use categories and policies of the Local Government’s comprehensive plan. The Parties must also consider the effects of the location of public education facilities to encourage the efficient use of infrastructure and to discourage uncontrolled urban sprawl.
- 3.2 **Determination of Consistency of Site Plan with the Comprehensive Plan and Land Development Regulations.** Once a school site has been selected, as early in the design phase as feasible, but no later than ninety (90) days prior to commencing construction of a new educational facility, the School Board shall request a determination from the applicable Local Government as to whether the proposed site plan is consistent with the Local Government’s comprehensive plan and land development regulations, to the extent said land development regulations are not preempted by Florida law. The request will include as much information as is possible to assist in making the determination. Within forty-five (45) days of receipt of the request, the governing body of the Local Government shall determine in writing whether the proposed school site plan is consistent with the Local Government’s comprehensive plan and land development regulations. The Local

Government may not deny consistency determination based solely on the programmatic needs determined by the School Board, as this concern is more properly within the purview of the School Board. If the proposed site plan is consistent with the Local Government's land use policies within its comprehensive plan, the Local Government may not deny the application but may impose reasonable development standards and conditions pertaining to environmental, health, safety, and welfare concerns, as well as the effects on adjacent property. If the School Board requests a consistency determination for the expansion of an existing facility, the Local Government may only impose reasonable development standards and conditions pertaining to the environmental, health, safety, and welfare concerns, as well as effects on adjacent property resulting from the expansion as existing schools shall be considered consistent with the Local Government's comprehensive plan. Provided however, that any reasonable development standards and conditions imposed pursuant to this section shall be consistent with Chapter 1013, Florida Statutes, and the Florida Building Code unless mutually agreed to otherwise.

Failure of the Local Government to provide a determination within ninety (90) days of receipt of the request shall be considered an approval of the School Board's application. Once the Local Government determines the proposed facility is consistent with its comprehensive plan and land development regulations, including through the imposition of reasonable standards and conditions, the School Board may commence construction without any further approval of the Local Government. If a potential school site plan is not consistent with the applicable comprehensive plan or land development regulations, the Local Government will advise the School Board as to the appropriateness and the criteria under which the School Board may request an amendment to the comprehensive plan to allow for the school siting.

- 3.3 **Exemption from Determination of Consistency with the Comprehensive Plan and Land Development Regulations.** In accordance with Section 1013.33(9), Florida Statutes, or its successor, Local Government review and approval is not required for the placement of temporary or portable classroom facilities or the proposed renovation or construction on existing school sites with the exception of construction that changes the primary use of a facility or that results in a greater than five percent increase in student capacity.
- 3.4 **Supporting Infrastructure.** In conjunction with the initial land use consistency determination described in Section 3.1 above, and pursuant to Section 1013.51(1), Florida Statutes, or its successor, the School Board and affected Local Government will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or major renovation to an existing school. The School Board and the affected Local Government will enter into a written agreement identifying the timing, location, and the parties responsible for financing, constructing, operating, and maintaining the required improvements.
- 3.5 **Safe Routes to School.** In accordance with Section 1013.33(1), Florida Statutes, when conducting the Comprehensive Plan and land development regulation consistency determination for school site plans, required by Section 3.2 above, and at the time of review of development orders or plats by the Local Governments, the Parties to the planning process must consult with the state and local road departments to assist in

implementing the Safe Paths to School program administered by the Florida Department of Transportation.

### 3.6 **Zoning Categories In Which Schools are Allowed**

- (a) Within the County (unincorporated), schools are allowed as part of a “public service facility overlay district” within all zoning districts or as a special exception in certain zoning districts. The same procedures that apply to a standard re-zoning application also apply to designating an area a public service overlay district (see Appendix A to the County’s Code of Ordinances).
- (b) Within the City, schools are allowed within the Agricultural, Residential, C-1, C-2, C-3, and PDP zoning districts subject to approval by the City as a “special exception use” in said district. The City’s Code of Ordinances govern the process for obtaining a special exception use within the City.
- (c) The decision of the Board of County Commissioners or the Brooksville City Council, acting within their respective jurisdictions, shall be the final local government action of any comprehensive plan amendment or re-zoning decision.

## **SECTION 4. LOCAL PLANNING AGENCIES, COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, AND DEVELOPMENT APPROVALS**

4.1 **Local Planning Agency.** Each Local Government shall include a non-voting representative of the School Board on the respective Local Planning Agencies, or the Local Government’s equivalent (“LPA”), pursuant to Section 163.3174, Florida Statutes. The Local Government will provide the School Board notification and an opportunity to participate in public meetings in which Local Governments consider Future Land Use Map (FLUM) amendments, Comprehensive Plan Amendments, development orders, and rezoning applications that will increase residential density, or which may affect Enrollment. Such notice will be provided as soon as practicable after receipt of a completed application for such changes.

4.2 **Capacity Reporting.** The purpose of the School Board’s representative on the respective LPAs is to advise the applicable Local Government of the effect of proposed developments on Available School Capacity and the Level of Service, as defined below. School Board staff may provide verbal or written comments concerning Enrollment impacts anticipated to result from the proposed development and whether Available Capacity exists to accommodate the proposed impacts. The School Board’s capacity reporting must be based on FISH Capacity, the student demand portion of which shall be calculated by multiplying the number of proposed residential units by the Student Generation Rate, as defined below, derived from the then current impact fee study.

The School Board staff may also provide verbal or written comments and requests to the Local Government regarding other impacts of the proposed development, such as and without limitation, the need for school bus stop pads or the need for pedestrian connections. In considering the development application, the Local Governments will give great weight to School Board’s comments. In cases where the approval of a new development would

cause school capacity to exceed the adopted Level of Service, the Local Government having jurisdiction over the development shall either deny the application or condition the approval on the applicant entering into a Proportionate Share Mitigation Agreement with the School Board and the Local Government in accordance with this Agreement.

## **SECTION 5. SHARED USE OF FACILITIES**

The Parties recognize that the co-location and shared use of facilities result in efficient use of public resources and benefit the users of those facilities. In accordance with Section 163.31777(2)(g), Florida Statutes, the Local Governments will consider, where feasible, the co-location and shared use of facilities with the School Board when preparing their respective capital improvement plans, and the School Board will likewise consider the co-location and shared use of facilities when preparing its Educational Facilities Plan. A separate agreement will be developed for each instance of co-location and shared use of facilities which addresses at a minimum operating and maintenance costs, scheduling use of the facilities, and legal liability.

## **SECTION 6. SCHOOL CONCURRENCY IMPLEMENTATION**

- 6.1 **The Level-of-Service.** The Parties shall exercise authority in conjunction with each other to jointly establish adequate level-of-service standards for public educational facilities (“LOS” or “Level of Service”), mindful of the School Board’s constitutional and statutory obligations to provide a uniform system of free public schools on a countywide basis as well as the land use authority of Local Governments including their authority to approve or deny comprehensive plan amendments and development orders.
- 6.1.1 **LOS Established.** The LOS shall be 100% of school capacity for all school levels, where school capacity equals current FISH Capacity, less any relocatable facilities purchased in 1998 or earlier and any relocatable capacity scheduled for elimination or replacement, plus new permanent capacity in place or under actual construction within three (3) years of approval of a final subdivision or site plan, or its functional equivalent.
- 6.1.2 **LOS in Comprehensive Plans.** The LOS identified herein shall be consistent with the LOS adopted by rule by the School Board pursuant to Chapter 120, Florida Statutes, and shall likewise be consistent with the capital improvements elements of the respective comprehensive plans of the Local Governments in accordance with Section 163.3180(6)(c), Florida Statutes, or its successor. The Local Governments shall also identify within the capital improvement elements of their respective comprehensive plans the facilities necessary to meet the LOS during a five-year period consistent with the School Board’s Educational Facilities Plan and Five-Year District Facilities Work Program in accordance with Section 163.3177(3) and 163.3180(6)(g), Florida Statutes, or their successors. In addition, each Local Government shall adopt land development regulations consistent with the requirements of this Agreement.
- 6.1.3 **Review of the LOS.** For purposes of this Agreement, the LOS shall be reviewed at least annually by the Oversight Committee as part of the policy and technical recommendations to be provided to their respective governing bodies. LOS shall be established such that it can be reasonably met.

6.2 **Finding of Available School Capacity.** Unless exempted from school concurrency as provided in subsection 6.5 below, the Local Governments shall not approve a residential building permit, final plat or multi-family residential site plan, or the functional equivalent, until after the applicant has obtained a Finding of Available School Capacity from the School Board and subsequently a certificate of concurrency from the City or County.

6.2.1 **School Concurrency Application.** Upon submittal of an application to a Local Government that includes residential development, the applicant shall make an application to the School Board pursuant to the School Board’s fee schedule and then current School Concurrency Application. The School Board may in its discretion determine what information is required to be contained within an application and may establish and collect a fee to cover the actual costs of evaluating the applications. From time to time, the School Board may update the application and fee schedule. For all non-exempt applicants for residential development, the Local Government will receive the application form from the School Board and will review the application to confirm it is consistent with the number and types of units being applied for, and, confirm to the School Board that the application is consistent with what the applicant is seeking from the Local Government (“Consistency Determination”). Within thirty (30) days of the Consistency Determination, the School Board shall either (i) issue a Finding of Available School Capacity finding sufficient capacity exists to accommodate the students to be generated by the proposed residential development, or (ii) advise the applicant that insufficient capacity exists, the number of student stations that must be mitigated before obtaining the Finding of Available School Capacity, and the grade level/s and cost thereof. The applicant shall execute the PMSA, defined below, pursuant to the schedule set forth below (“PMSA Execution Deadline”). Failure to execute the PMSA within the PMSA Execution Deadline will require the applicant to submit a new application and fee.

- i.* If the School Board determines that adequate capacity does not exist but that mitigation is an acceptable alternative, the development application will remain active pending the conclusion of the mitigation negotiation period described below.
- ii.* The County or the City will issue a certificate of concurrency only upon:
  - (a) the School Board’s written determination that adequate school capacity will be in place or under actual construction within three (3) years after the issuance of final plat or multi-family residential site plan, or the functional equivalent for each level of school without mitigation; or,
  - (b) the execution of a legally binding mitigation agreement between the applicant, the School Board, and the County/City pursuant to this Interlocal Agreement.
- iii.* If within 90 days of the date the applicant initiates the mitigation negotiation period, the applicant, the School Board, and the Local Government are able to agree to an acceptable form of mitigation, a legally binding mitigation agreement shall be executed by the applicant, the School Board, and the Local

Government which sets forth the terms of mitigation, including such issues as the amount, nature, and timing of donations, construction, or funding to be provided by the developer, and any other matters necessary to effectuate mitigation in accordance with this Interlocal Agreement. The mitigation agreement shall specify the amount and timing of any impact fee credits or reimbursements, if any, that the developer expects to receive in connection with its mitigation payment/donation under said agreement.

- iv. If, after 90 days, the applicant and the School Board are unable to agree to an acceptable form of mitigation, the School Board will report an impasse to the County or the City, as appropriate, in writing and the Local Government will not issue a school concurrency determination for the proposed development.
- v. The School Board may grant up to one (1) ninety 90-day extensions to the mitigation negotiation period.
- vi. To the extent required under Florida law, mitigation must be proportionate to the demand for public school facilities to be created by the actual development of the property.

**6.2.2 Determining Available Capacity.** Available capacity shall be derived using the following formula:

$$\text{Available Capacity} = (\text{Permanent FISH Capacity} \times \text{Adopted Level of Service}) - (\text{Enrollment} + \text{Reserved Capacity})$$

Where Reserved Capacity is the number of student stations held in reserve by the School Board for specific developments for which a Certificate of Concurrency has been issued or student stations held in reserve for vested developments that are exempted from concurrency requirements as set forth in Section 6.5. And where Permanent FISH Capacity includes school facilities that will be in place or under actual construction within three years of the approval of the final subdivision or site plan, or its functional equivalent.

**6.2.3 Expiration of Findings of Available School Capacity and Certificates of Concurrency.**

A Finding of School Capacity issued by the School Board shall be valid for one (1) year from issuance, unless and until a Certificate of Concurrency is obtained from the Local Government. Upon issuance of a Certificate of Concurrency from the Local Government the Finding of Available Capacity shall be valid until the termination or expiration of the Certificate of Concurrency. If the Certificate of Concurrency is issued through a Proportionate Share Mitigation Agreement, it shall expire or terminate pursuant to the terms and conditions of the Proportionate Share Mitigation Agreement. Certificates of School Concurrency shall expire and terminate if one of the following occurs:

- a. A Conditional Plat, Preliminary Plat, or Site Plan approval is not issued within twelve (12) months of the Effective Date of the Proportionate Share Agreement; or
- b. Construction plan approval is not issued within two (2) years of Conditional Plat, Preliminary Plat, or Site Plan approval, as applicable.; or
- c. Applicant fails to fully pay the Proportionate Share Mitigation Payment when due

under the Proportionate Share Mitigation Agreement and such breach remains uncured for a period of thirty (30) days; or

- d. The **Applicant** fails to obtain at least one building permit for a unit other than a model home within three (3) years of recording of the plat or, if a plat is not required, within three (3) years of final approval of the Site Plan, or its equivalent. In such case, unless for good cause shown by the **Applicant**, the Certificate of Concurrency shall be terminated and, other than capacity associated with a payment of Proportionate Share Mitigation, any encumbered or reserved school capacity shall be returned to its applicable capacity bank.

### 6.3 **Proportionate Share Mitigation.**

- 6.3.1 **LOS Triggers Mitigation.** In order to balance competing interests, preserve the constitutional concept of uniformity, and avoid disruption of existing educational and growth management processes, the Parties will apply school concurrency to development on a countywide basis so that a concurrency determination for a specific development will be based upon the availability of school capacity districtwide based on the Concurrency Service Areas defined in Section 6.6 and 6.7 below. When the LOS exceeds 100% of Permanent FISH Capacity at any school level, the Local Governments shall require applicants for residential development not exempt from school concurrency to obtain a Certificate of School Concurrency by entering into a proportionate share mitigation agreement with the School Board (“Proportionate Share Mitigation Agreement” or “PSMA”) and paying proportionate share mitigation to the School Board (“Proportionate Share Mitigation”).

An applicant’s Proportionate Share Mitigation obligation to resolve a capacity deficiency shall be based on the following formula, for each school level requiring mitigation: Multiply the number of new student stations required to serve the proposed development for which there is no Available Capacity by the average cost per student station as established by the Florida Department of Education plus the land costs necessary for the school site to serve the proposed development. Notwithstanding the foregoing, the total Proportionate Share Mitigation shall in no case exceed the total Educational Facilities impact fees to be paid for the proposed development based on the impact fee amount in effect as of the effective date of the PSMA.

The number of student stations required to serve the proposed development shall be determined by multiplying the number of residential units applied for by the student generation rate for the applicable type of housing, i.e., single family residential/mobile home, multi-family residential, and/or mobile home park. The student generation rate shall be established by utilizing the most recent of (1) the then current public school impact fee study or (2) a study conducted by a qualified consultant selected by the School Board, in its reasonable discretion (the “Student Generation Rate”).

- 6.3.2 **Calculating Proportionate Share Mitigation.** The **parties** agree the formula to calculate the total amount of the Proportionate Share Mitigation shall be:  $p = (s - a) \times (c + (c \times f))$ , where

- i.  $p$  = Proportionate Share Mitigation Amount, and

- ii.  $s$  = Students (by school type) that will be generated by the Proposed Development (by housing type), and
- iii.  $a$  = Available FISH capacity (by school type) or *zero* if no capacity is available, and
- iv.  $c$  = Total Facility Cost per Student Station for each school level, as published in the Educational Facilities Impact Fee Update Study adopted by the School Board and in effect at the time when the Proportionate Share Mitigation is accepted plus authorized ancillary facility costs per student, and
- v.  $f$  = Student Station Cost Adjustment Factor (indexed to 2022=100) for the year in which the Proportionate Share Mitigation is accepted, as published by the Florida Legislative Office of Economic and Demographic Research (EDR).

**6.3.3 Timing of Mitigation Payments.** The execution of a Proportionate Share Mitigation Agreement shall be a condition of the Conditional Plat approval, site plan approval, or its functional equivalent. After the execution of a Proportionate Share Mitigation Agreement, the applicant must obtain Conditional Plat approval, site plan approval, or its functional equivalent within twelve (12) months from the Local Government. Failure to obtain Conditional Plat approval, site plan approval, or its functional equivalent within this twelve (12) month period shall result in automatic termination of the Proportionate Share Mitigation Agreement. The payment of the Proportionate Share Mitigation in full shall occur at the time of, and shall be a condition of the final plat approval, site plan approval or its functional equivalent for the proposed development, but in no event later than the issuance of the first building permit. This payment shall be made directly to the School Board.

**6.3.4 Mitigation Alternatives.** The School Board may accept non-cash forms of mitigation including contributions of land; the donation, construction, or funding of school facilities; the expansion of existing facilities; and the construction of a charter school that complies with the requirements of Section 1002.33(18), Florida Statutes, or its successor.

**6.3.5 Programming Mitigation Payments.** The School Board shall direct the Proportionate Share Mitigation contributed by an applicant for a proposed development towards a school capacity improvement identified in its 5-year Educational Facilities Work Program and if no project has been identified, the School Board shall set aside the funds, and not spend same until an improvement has been identified which satisfies the demands created by the proposed development, in accordance with the applicable Proportionate Share Mitigation Agreement.

#### **6.4 Credits.**

**6.4.1 Credits in the form of Vouchers.** In accordance with Section 163.3180(6)(h)(2)(b) and 163.31801(5)(a), Florida Statutes, any Proportionate Share Mitigation paid will entitle the applicant to a dollar-for-dollar credit toward Educational Facilities impact fees based on the impact fee rate at the time the Proportionate Share Mitigation is actually paid. The School Board will provide the applicant a credit on a dollar-for-dollar credit basis at fair market value, in the amount equal to the proportionate share mitigation provided by the

applicant towards Educational Facilities impact fees (“Impact Fee Credits”) in the form of the Hernando County Educational Facilities Impact Fee Voucher shown on Exhibit “A” attached (the “Voucher”).

- 6.4.2 **Use of Voucher.** The number of units set forth in the Voucher will be based upon the rate of Impact Fees at the time of the Proportionate Share Mitigation payment and shall be rounded down to the nearest unit. In no event will the dollar amount of the Proportionate Share Mitigation exceed the dollar amount of the Impact Fees due for the proposed development. The applicant shall provide the Voucher(s) to the Local Governments at the time of the impact fee payment. If educational facilities impact fee rates are increased, the holder of any credits will be entitled to the full benefit of the residential density prepaid by the exaction without the need to pay any additional amount.
- *Example:* As an example, the Educational Impact Fee as of July 1, 2025, is \$6,135.00 per single family home. Assuming the payment is in the amount of \$350,000.00, it would result in a voucher for 57.04 single family home units, which would be rounded down to 57 units and the actual payment would be \$349,695. If the impact fee rate is increased after the issuance of the Voucher, the Voucher would nevertheless be valued at 57 single family residential units. The same calculation method would apply to other housing types, such as multi-family.
- 6.4.3 **Assignment of Credits.** The applicant for a proposed development may assign the Voucher, in whole or in part, pursuant to Section 163.31801(10). To accomplish said assignment, the School Board shall, within thirty (30) days of receipt of a written request from the applicant, reassign the Voucher, in whole or in part, to any other development or parcel within the school district. Should at any time, the total number of units set forth in the proposed development exceed the number of units set forth in the Voucher(s) issued, the applicant shall pay the then current impact fee amount for each unit above the total amount of units in the issued vouchers.
- 6.4.4 **Non-cash exactions.** Any non-cash exaction that is provided will entitle the applicant to credit toward Educational Facilities impact fees on a dollar-for-dollar basis at fair market value of the exaction calculated at the time the exaction is transferred to the School Board. The School Board shall issue the credit within ten (10) days of actual payment or transfer of the fee or other exaction.
- 6.4.5 **Changes in Law.** In the event a binding ruling is issued by a court of competent jurisdiction or a statutory amendment that contradicts the above-described credit system, the Parties agree to meet and agree upon an alternative formula within one hundred twenty (120) days of said ruling or statutory amendment.
- 6.5 **Exemptions.** The following residential uses shall be exempt from the requirements of school concurrency:
- i. Age restricted community (55 years and older) with no individual under the age of eighteen residing within the development during the school term (currently August through June). To be eligible for this exemption, a binding restrictive covenant or other instrument limiting the age of residents must be recorded in the Official

Records of the County and contain within it provisions for the requirement to pay to the School Board the applicable proportionate share mitigation that would have been due at the time of application to the School Board in the event of a breach of the covenant.

- ii. Developments which result in ten (10) or fewer residential units or Class C Subdivisions, which impact shall be considered *de minimus*. Such developments are not otherwise exempt from the approval processes of the applicable Local Government.
- iii. Single family lots of record having received final plat or site plan approval, or the functional equivalent, prior to March 10, 2009.
- iv. Multi-family residential development having received final site plan approval prior to the effective date of the applicable School Concurrency Ordinance.
- v. Amendments to residential development approvals issued prior to the effective date of the adopted School Concurrency Ordinance, which do not increase the number of residential units or change the type of residential units proposed.

## 6.6 Concurrency Service Areas

6.6.1 The Concurrency Service Areas (“CSAs” – defined in Section 0.1.7) have been developed by the School Board, in conjunction with the County and the City, based upon school attendance zones so that there is school capacity in each Concurrency Service Area or contiguous Concurrency Service Area to meet the adopted Level-of Service standard within the 5-year time frame contained in the work program as mandated by state law. The current version of the CSA maps, as amended from time to time pursuant to state law and this Interlocal Agreement, shall be publicly available on the school district’s website and are incorporated herein by reference.

6.6.2 CSAs shall be subsequently modified to maximize available school capacity and make efficient use of new and existing public-school facilities in accordance with the LOS standards set forth in this Interlocal Agreement, and taking into account policies to:

- i. minimize transportation costs;
- ii. limit maximum student travel times;
- iii. effect desegregation plans;
- iv. achieve socio-economic, racial, and cultural diversity objectives;
- v. recognize capacity commitments resulting from the development approvals (by the County and/or the City) for the CSA; and,
- vi. recognize capacity commitments resulting from development approvals (by the County and/or the City) for contiguous CSAs.

- 6.6.3 All CSAs will be described geographically, appropriately mapped and publicly available on the school district’s website.
- 6.6.4 Future amendments to the CSAs-other than periodic adjustments to school attendance zone boundaries-may be accomplished by the School Board in accordance with the criteria in Section 6.6.2 above and only after review and comment by the County and the City, respectively, as provided for in this Section.
- 6.6.5 Special Attendance Students will be assigned to schools in a CSA with capacities to handle Special Attendance Students.
- 6.6.6 Upon adoption of CSAs by the School Board, said CSAs and supporting maps will be incorporated as amendments to the adopted comprehensive plans of the County and the City, respectively, in accordance with the Growth Management Act (see 163.3180(6)(f)(2), *Florida Statutes*).

**Section 6.7 School Capacity Calculations as to Concurrency Service Areas**

- 6.7.1 In determining whether there is sufficient school capacity to accommodate a proposed development in a specific CSA, the School Board will:
  - (a) *Subject CSA*. Available capacity will be determined based upon School Capacity (as reported in the Florida Inventory of School Houses – FISH) of existing school facilities and planned school facilities at each school type (i.e., elementary, middle, and high).
  - (b) *Contiguous CSA*. If the projected student growth from a residential development causes the adopted LOS to be exceeded in the subject CSA, a contiguous CSA will be reviewed for available capacity shall take into account:
    - i. Travel time and distance;
    - ii. Where school capacity is reserved for a specific academic or magnet program(s) at a particular school or for establishing student diversity, then such capacity cannot be claimed in a contiguous concurrency service area for purposes of determining available capacity; and,
    - iii. Where two CSA’s are separated or divided by the Withlacoochee State Forest, then they shall not be deemed contiguous for purposes of determining available capacity.

In conducting the contiguity review, the School Board shall first use the contiguous CSA with the most available capacity to evaluate projected enrollment and, if necessary, shall continue to the CSA with the next most available capacity until all contiguous CSAs have been evaluated or the available capacity has been identified to allow a determination letter approving school concurrency to be issued. If a contiguous CSA is identified having available capacity, then the actual

development impacts shall be shifted to that CSA having available capacity (this shift shall be accomplished in accordance with School Board Policy and which may include, without limitation, appropriate boundary changes or shifting future student assignments).

## **SECTION 7. IMPACT FEES**

- 7.1 **Impact Fees Established.** The County has adopted the Hernando County Educational Facilities Impact Fee Ordinance (the “Impact Fee Ordinance”), codified at Chapter 23, Article III, of the Hernando County Code, as requested by the School Board, to assure that new development which creates a need for Educational Facilities bears a proportionate share of the cost of capital expenditures necessary to provide the Educational Facilities necessitated by such development (“Impact Fee”). The Impact Fee amount is established pursuant to the Hernando County Ordinance No. 2024-10, § IV (Ex. A) and is due and payable upon the issuance of a building permit by the respective Local Governments, except as otherwise provided in the Impact Fee Ordinance. The payment of Educational Facilities impact fees shall be the responsibility of the applicant for each dwelling unit proposed to be constructed for a proposed development and shall be due at the time of building permit issuance. An applicant’s payment of Educational Facilities impact fees shall be collected, transmitted, and reported by each Local Government in conformance with and according to the Educational Facilities Impact Fee Ordinance, and as set forth by this Amended and Restated Interlocal Agreement.
- 7.2 **Collection of Impact Fees.** Each Local Government shall collect the Impact Fee for each building permit resulting in a new impact generated by ordinance or resolution. The ultimate calculation of the Impact Fee amount shall be based on the timing of the submittal of a complete building permit application, with the Impact Fee payable at the time of building permit issuance. The permitting Local Government shall be solely responsible for determining the amount of any Impact Fee due at the time of building permit issuance.
- 7.3 **Administrative Costs.** In accordance with the Florida Impact Fee Act, it is agreed by the Parties that the Local Governments may retain the actual costs incurred in collecting the Impact Fees. Each Local Government is responsible for providing for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund and providing same to the School Board on an annual basis.
- 7.4 **Remittance of Impact Fees.** The Local Governments shall remit the collected Impact Fees minus the administrative fee, as described in Section 7.3, to the School Board pursuant to Hernando County Code of Ordinance, Chapter 23, Article III, Section 23-71. as prescribed by Ordinance or Resolution. Remittance may be through wire transfer to the School Board, through check payable to the Hernando County School Board, or through other method mutually agreed to between the Local Government as payor and the School Board as payee.
- 7.5 **Reporting.** Each Local Government shall, in addition to the monthly transfer of the Impact Fees, remit to the School Board a report accounting for the total Impact Fees collected for the month and the administrative fees retained by the Local Government. The reports shall specify the dates the fees were paid, Parcel Identification Number, Impact Fee paid per

parcel, total Impact Fee paid including allocations, applicant’s name, property description, use code, and the financial payment history (including date of payment to the School Board and check number). Should no Impact Fees be collected for the month, the Local Government shall report to the School Board that no Impact Fees are to be remitted because no Impact Fees were collected by the Local Government.

## **SECTION 8 IMPLEMENTATION**

It is understood that the School Superintendent, the County Administrator, and the City Manager, within their respective designated authority, shall be responsible for the implementation and administration of this Interlocal Agreement.

## **SECTION 9 EFFECTIVE DATE; TERMINATION**

In accordance with Section 163.01(11), Florida Statutes, this Agreement shall take effect upon its execution by the last Party and filing with the Clerk of the Circuit Court. This Agreement shall remain in full force and effect for a period of one year and shall automatically renew for successive one-year periods. Any Party may terminate its rights and obligations under this Agreement by providing written notice to other Parties at least three hundred sixty-five (365) days prior to the termination and all parties shall cause a replacement interlocal agreement to be in place prior to the termination of this Agreement. Termination by a Local Government/s shall not terminate the Agreement as to the other Local Governments and School Board.

## **SECTION 10 DISPUTES**

- 10.1 If the parties to this Interlocal Agreement are unable to resolve any issue(s) in which they may be in disagreement that are covered in this Interlocal Agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164, *Florida Statutes*.
- 10.2 In the event of any dispute instituted through Chapter 164, or any claim, civil action or appeal arising under or related to this Interlocal Agreement, each party shall be responsible for its own attorneys’ fees and costs relative to such dispute, claim, action, or appeal.

## **SECTION 11 MISCELLANEOUS**

- 11.1 **Severability.** It is declared to be the intent of all the parties hereto that if any section, subsection, clause, sentence, phrase, or provision of this Interlocal Agreement is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of the remaining portions of this ordinance.
- 11.2 **Amendments.** This Interlocal Agreement may only be amended in writing signed by the County, the City and the School Board upon approval and authorization of their respective board, council, and commission.

- 11.3 **Execution in Counterparts.** This Interlocal Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument.
- 11.4 **Prior Agreement Superseded.** Upon taking effect, this Interlocal Agreement shall supersede and replace the prior agreement between the parties dated March 10, 2009.
- 11.5 **Interpretation.** This Agreement is the result of bona fide arm's length negotiations between and among the parties and, as such, shall not be construed more strictly against any Party than against any other Party.
- 11.6 **Integration and Modification.** This Agreement constitutes the complete, integrated understanding and agreement among the Parties with respect to the subject matter hereof and supersedes any prior agreements or arrangements between the Parties whether oral written. This Agreement may only be amended or modified by a written instrument executed by duly authorized representatives of the Parties hereto.
- 11.7 **Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue by reason hereof to or for the benefit of any other third party. Nothing herein shall be construed as a consent to be sued or as a waiver of the sovereign immunity of the respective Parties.
- 11.8 **Waiver.** No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude such Party from demanding performance in accordance with the terms hereof. Waiver of a default shall not be deemed a waiver of any subsequent defaults.
- 11.9 **Venue.** The exclusive venue to litigate any disputes arising hereunder shall be in the Seventh Judicial Circuit Court in and for Hernando County, Florida.
- 11.10 **Indemnification, Duty to Defend, and Sovereign Immunity.** Each Party shall be liable for all damages or injury to persons or property caused solely by its action, errors, or omissions, including that of its officers, agents, and employees, while engaged in the operations herein authorized and for any actions or proceedings brought as a result of this Agreement. Should any Party be sued therefor, the Party being sued shall notify the other Parties and, thereupon, the party/ies taking the action giving rise to the litigation shall have the duty to defend the suit.

Each Party hereby indemnifies and saves harmless the other Parties, its agents, officers, and employees from any and all judgments recovered by anyone by reason of the indemnifying Party's activities under this Agreement. The obligation to indemnify hereunder is subject to the scope and monetary limitations set forth in Section 768.28, Florida Statutes.

Nothing in this Agreement shall be deemed or construed as a waiver of sovereign immunity by any of the Parties and the Parties shall have and maintain at all times and for all purposes any and all rights, immunities, and protections available under controlling legal precedent and as provided under Section 768.28, Florida Statutes.

**BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA**

ADOPTED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS,  
IN REGULAR SESSION, THIS \_\_\_\_\_ OF \_\_\_\_\_, 2026.

ATTEST

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

BY: \_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk

BY: \_\_\_\_\_  
Jerry Campbell, Chairman

(SEAL)

Approved as to Form and Legal Sufficiency

By: \_\_\_\_\_  
Jon Jouben, Esq., County Attorney

Date: \_\_\_\_\_

OR

By County Attorney's Office, with LR 26-XXX

**CITY COUNCIL OF THE CITY OF BROOKSVILLE**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, IN REGULAR SESSION, THIS \_\_\_\_\_ OF \_\_\_\_\_, 2026.

ATTEST

CITY COUNCIL OF  
THE CITY OF BROOKSVILLE, FLORIDA

BY: \_\_\_\_\_  
Jennifer Battista, City Clerk

BY: \_\_\_\_\_  
Christa Tanner, Mayor

(SEAL)

Approved as to Form and Legal Sufficiency  
for the reliance of the City of Brooksville

By: \_\_\_\_\_  
Vose Law Firm, LLP  
City Attorney

Date: \_\_\_\_\_

**SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**

ADOPTED BY THE SCHOOL BAORD OF HERNANDO COUNTY, FLORIDA, IN  
REGULAR SESSION, THIS \_\_\_\_\_ OF \_\_\_\_\_, 2026.

ATTEST

SCHOOL BOARD OF  
HERNANDO COUNTY, FLORIDA

\_\_\_\_\_  
Ray Pinder, Superintendent

BY \_\_\_\_\_  
Kayce Hawkins, Board Chair

(SEAL)

Approved as to form and legality by legal Counsel to  
The School Board of Hernando County, Florida,  
exclusively for its use and reliance.

By: \_\_\_\_\_  
Christopher J. Wilson, Esq.

Date: \_\_\_\_\_

**EXHIBIT “A”**

---

**Hernando County School Board  
Educational Facilities Impact Fee Credit Voucher**

1. Date of Finding of Available School Capacity: \_\_\_\_\_
2. Number of dwelling units associated with application: \_\_\_\_\_
3. Type of dwelling units associated with application: \_\_\_\_\_
4. Name of Developer/Applicant: \_\_\_\_\_
5. Address of Developer/Applicant: \_\_\_\_\_
6. Legal description of subject property: \_\_\_\_\_
7. Subdivision or Master Development Plan name: \_\_\_\_\_
8. Local Government Development Application Number: \_\_\_\_\_

The undersigned School Board Official confirms that it has received from the Developer/Applicant named above, a Proportionate Share Mitigation Payment for **[elementary]** **[middle]** **[high]** school capacity on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, as shown below.

The School Board Official gives notice to Local Government that the following sums should be credited towards the Educational Facilities Impact Fee obligations of the Developer/Applicant.

1. Date of Proportionate Share Payment	
2. Amount of Proportionate Share Payment	
3. Impact Fee per unit at Time of Proportionate Share Payment	
4. Impact Fee Credits issued (Line 2 divided by Line 3)	

Received By: \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Printed Name)  
 \_\_\_\_\_ (Title)





# HERNANDO SCHOOL DISTRICT

---

**Update on Interlocal Agreement for  
School Planning**

**April 22, 2026**

# Status of Revised Interlocal Agreement (ILA)

---

- 1) At the Interlocal Government Meeting held October 15, 2026, the School District presented to the Joint Committee the scope and intent of proposed revisions drafted by the ILA Working Group
- 2) The Joint Committee provided direction to revise Section 2, pertaining to the formation of the ILA Oversight Committee and its meeting schedule
- 2) The ILA Working Group has now completed the final draft and circulated to legal counsel for review and comment
- 3) Formal agency approval is now recommended, pending incorporation of review comments from legal counsel

# Status of Revised Interlocal Agreement (ILA)

## Section 2.1 (Original draft)

Section 2.1 Oversight Committee.

- Establishes the **Oversight Committee** comprised of 7 members:
  - 3 School Board Members
  - 2 County Commissioners
  - 2 City Council Members
- Meets annually
- Subject to the Sunshine Law



## Section 2.1 (Revised draft)

Section 2.1 Oversight Committee.

- Establishes the **Oversight Committee** comprised of:
  - All School Board Members
  - All County Commissioners
  - All City Council Members
- Meets annually:
  - April, May, or June, and any special meetings deemed necessary
- Subject to the Sunshine Law



HERNANDO  
SCHOOL DISTRICT

Learn it. Love it. Live it.



**HERNANDO  
SCHOOL DISTRICT**

---

Learn it. Love it. Live it.

<b>A. Item Currently Budgeted -</b>													
Account Name		No Financial Impact											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

  

<b>B. Item Currently Not Budgeted -**</b>													
Account Name													
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

<b>B. Item Currently Not Budgeted -**</b>													
Funding Source													
Account Name													
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$		_____											

  

Funding Source													
Account Name													
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$		_____											

<b>C. History</b>	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ _____
Prior Year Actual Spent:	\$ _____

**\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\***