

**AMENDED AND RESTATED INTERLOCAL AGREEMENT  
BETWEEN  
THE SCHOOL BOARD OF JACKSON COUNTY, FLORIDA,  
JACKSON COUNTY, FLORIDA,  
CAMPBELLTON-GRACEVILLE HOSPITAL DISTRICT,  
AND  
JACKSON COUNTY HOSPITAL DISTRICT  
REGARDING PARI-MUTUEL WAGERING FUNDS**

This Amended and Restated Interlocal Agreement (hereinafter "Agreement") is entered into between **THE SCHOOL BOARD OF JACKSON COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter "School Board"), **JACKSON COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter "County"), **CAMPBELLTON-GRACEVILLE HOSPITAL DISTRICT**, an independent special district unit of government (hereinafter "CGH"), and **JACKSON COUNTY HOSPITAL DISTRICT**, an independent special district unit of government (hereinafter "Jackson Hospital"), which parties may hereinafter be referred to collectively as the "Parties" or individually as a "Party."

**WHEREAS**, this Agreement is authorized by the "Florida Intergovernmental Cooperation Act of 1969," section 163.01, Florida Statutes, et. seq. (the "Act"), which authorizes the joint exercise by two or more public agencies of any power common to them and is authorized under other applicable law; and

**WHEREAS**, the Act permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other units of government on the basis of mutual advantage; and

**WHEREAS**, the Parties receive pari-mutuel wagering funds from the State through the Department of Revenue (the "Department") pursuant to Section 212.20(6)(d)6.a., Florida Statutes, and wish to provide for the apportionment, distribution, and payment of such funds; and

**WHEREAS**, the Parties previously entered into an interlocal agreement governing the apportionment, distribution, and payment of pari-mutuel wagering funds (the "Original Agreement"), however, the Parties are unable to locate said Original Agreement and wish to enter into this Agreement which shall supersede and replace the Original Agreement in all respects; and

**WHEREAS**, CGH is no longer engaged in active operations and the Parties wish to provide for any pari-mutuel wagering funds allocated to CGH to be distributed by the Department directly to the County.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are hereby incorporated herein and made a material part of this Agreement.

2. Effective Date; Term. This Agreement shall be effective as of the last date of execution by the Parties (the "Effective Date") and shall continue in full force and effect for so long as the Parties receive distributions of pari-mutuel wagering funds from the Department pursuant to Section 212.20(6)(d)6.a., Florida Statutes, or its statutory successor in interest.

3. Apportionment. The Parties are currently allocated \$446,500 per calendar year for distribution by the Department pursuant to Section 212.20(6)(d)6.a., Florida Statutes. Distributions are made to the Parties by the Department in the first four months of each calendar year. All monies allocated and distributable to the Parties for a particular calendar year under the provisions of Section 212.20(6)(d)6.a., Florida Statutes, or its statutory successor in interest, providing revenue from pari-mutuel wagering in the State of Florida, shall be apportioned amongst the Parties as follows:

a. January (Total of \$111,625 to be apportioned)

- i. County - \$46,812.50
- ii. School Board - \$46,812.50
- iii. CGH - \$6,000
- iv. Jackson Hospital - \$12,000

b. February (Total of \$111,625 to be apportioned)

- i. County - \$10,187.50
- ii. School Board - \$101,437.50

c. March (Total of \$111,625 to be apportioned)

- i. School Board - \$111,625

d. April (Total of \$111,625 to be apportioned)

- i. School Board - \$111,625

In the event the total amount allocated to the Parties per calendar year (\$446,500) is adjusted by the State, each Parties' respective allocation shall be adjusted proportionally based upon the above-described apportionment methodology.

4. Distribution and Payment. Currently, the Department pays directly to the Parties their respective share of the pari-mutuel wagering funds as described in Section 4 hereof. The Parties hereby agree that commencing on the Effective Date, any amounts payable to CGH shall be paid directly to the County and shall become property of the County. The Department is hereby authorized to distribute any amounts payable to CGH directly to the County. Further, in the event the Department at any point ceases paying directly to School Board and Jackson Hospital their allocated share of the pari-mutuel wagering funds, and transfers the entire amount to County, County hereby agrees to transfer any amounts due and owing to School Board and/or Jackson

Hospital pursuant to Section 4 hereof to School Board and/or Jackson Hospital within thirty (30) days of County's receipt of the funds.

5. Use of Funds. The Parties acknowledge and agree that the pari-mutuel wagering funds shall be used only for such purposes as allowed by law.

6. Notice. All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person to the Parties' designated representatives listed below. Notices shall be considered delivered three (3) days after transmission by electronic mail (or when receipt is otherwise acknowledged), on the date specified in a courier service delivery receipt or other mail service delivery receipt, or when receipt is acknowledged by recipient. All notices and written communication required or permitted under this Agreement shall be directed to the following designated representatives:

If to County:

Wilanne Daniels, County Administrator  
2864 Madison Street  
Marianna, FL 32448  
[danielsw@jacksoncountyfl.gov](mailto:danielsw@jacksoncountyfl.gov)

If to School Board:

The School Board of Jackson County, Florida  
Attn: Superintendent of Schools  
Post Office Box 5958  
Marianna, FL 32447

If to Jackson Hospital:

Jackson County Hospital District  
Attn: Brooke Donaldson, CEO  
Post Office Box 1608  
Marianna, FL 32447

If to CGH: Michelle Blankenship Jordan, General Counsel  
P.O. Box 548  
Chipley, Florida 32428

This Section shall not preclude routine communication by the Parties by other means.

7. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Florida. Except for a suit in federal court, Jackson County, Florida, shall be the proper place of venue for all suits brought under this Agreement. Any legal proceedings

arising out of or in connection with this Agreement shall be brought in the Circuit Court of Jackson County, Florida, or if appropriate, the United States District Court for the Northern District of Florida.

8. Right To Enter This Agreement. The Parties warrant and represent, with respect to each, that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each Party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligations under this Agreement.

9. Prior Agreements Superseded. The Parties hereby acknowledge and agree that this Agreement shall amend, restate, and supersede in its entirety any and all prior agreements between the Parties pertaining to the subject matter of this Agreement (allocation, apportionment and distribution of pari-mutuel wagering funds from the State through the Department pursuant to Section 212.20(6)(d)6.a., Florida Statutes), including but not limited to the Original Agreement. Any and all such prior agreements, including but not limited to the Original Agreement, are hereby declared null, void, and of no further force or effect.

10. Severability. In the event any of the provisions of this Agreement are determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely effect the rights of a party, such party may elect at its option to terminate this Agreement in its entirety.

11. No Third Party Beneficiaries. This Agreement has been made and entered into for the sole protection and benefit of the Parties, and no other person or entity shall have any right of action under this Agreement.

12. Assignment. This Agreement may not be assigned by any Party, without the prior written consent of the other Parties, which consent may be withheld in the other Parties' sole discretion.

13. Waiver. Waiver by any Party of a breach of any provision of this Agreement by any other Party shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14. Amendments. The covenants, term and provisions contained herein may be amended, altered and or modified upon express written consent of the Parties hereto. In the event a conflict between the covenants, terms and or provisions hereof, and any amendments hereto, the latest executed amendments shall take precedent.

15. Entire Agreement. This Agreement, including all exhibits hereto, constitutes the entire agreement between the Parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein.

16. Counterparts; Execution. This Agreement may be executed in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The Parties each represent that the person signing this Agreement is duly authorized to sign this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their proper officials as set forth below.

(Signature Page Follows)

Jackson County, Florida

By: Jamey Westbrook  
Name: Jamey Westbrook  
Title: Chairman, JCBOCC



11th day of February, 2025

ATTEST:

By: Clayton O. Rooks, III  
Name: Clayton O. Rooks, III  
Title: Clerk of Circuit Court

Jackson County School Board

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_ day of \_\_\_\_\_, 2025

ATTEST:

By: \_\_\_\_\_  
Name:  
Title:

Jackson County Hospital District

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_ day of \_\_\_\_\_, 2025

ATTEST:

By: \_\_\_\_\_

Name:

Title:

Campbellton-Graceville Hospital District

By: Michelle Blankenship Jordan

Name: Michelle Blankenship Jordan

Title: General Counsel

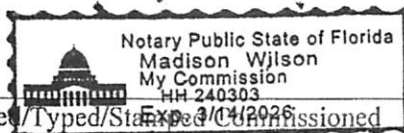
19<sup>th</sup> day of February, 2025

STATE OF FLORIDA  
COUNTY OF WASHINGTON

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 19 day of February, 2025, by Michelle Blankenship Jordan as General Counsel of Campbellton-Graceville Hospital District.

Madison Wilson

Signature of Notary Public



Printed/Typed/Stamped/Commissioned