

**AGREEMENT BETWEEN ALACHUA COUNTY AND JON R. THOGMARTIN, MD, P.A.  
FOR MEDICAL EXAMINER SERVICES**

THIS AGREEMENT is made and entered into by and between ALACHUA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "COUNTY") and JON R. THOGMARTIN, M.D. P.A., a Florida corporation, (hereinafter referred to as "MEDICAL EXAMINER"), collectively referred to as the "Parties".

**W I T N E S S E T H**

WHEREAS, the provisions of the Medical Examiners Act Florida Statutes, Section 406, and Florida Administrative Code, Chapter 11G, are an integral part of public health and the State criminal justice system; and

WHEREAS, the Medical Examiners Commission established Medical Examiner District 8 as an independent statutory entity to include Alachua County within its boundaries along with the following counties: Baker County, Bradford County, Gilchrist County, Levy County, and Union County; and

WHEREAS, in addition to providing medical examiner services to the counties of the District, the District 8 Medical Examiner may also provide such services to other Florida counties outside of District 8 within the Alachua County facility and as a result, the District 8 Medical Examiner currently provides services to Dixie County; and

WHEREAS, Section 406.08 Florida Statutes, requires that the fees, salary, expenses, transportation costs and facility of the District Medical Examiner be paid from the general funds or other funds of the county; and

WHEREAS, when a Medical Examiner provides medical examiner services on a person who died within the 8<sup>th</sup> Medical Examiner District of Florida, the board of county commissioners is responsible for the payment of the Medical Examiner's fees, salaries, and expenses pursuant to Sections 406.06(3) and 406.08(1), Florida Statutes; and

WHEREAS, Alachua County owns the medical examiner's facility located at 3217 SW 47<sup>th</sup> Avenue, Gainesville, Florida, which houses the entire District 8 Medical Examiner operation including, but not limited to, its administrative offices and autopsy space; and

WHEREAS, the COUNTY has or will established interlocal agreements with Baker County, Bradford County, Gilchrist County, Levy County, Union County, and Dixie County to provide compensation to Alachua County for providing the District 8 Medical Examiner with a facility, funding and administrative support; and

WHEREAS, Jon R. Thogmartin, M.D. was appointed by the Circuit 8 State Attorney as the interim District 8 Medical Examiner; and

WHEREAS, Jon R. Thogmartin, M.D. was appointed by the Circuit 3 State Attorney as the interim District 8 Medical Examiner covering Dixie County; and

WHEREAS, the Parties desire to enter into this Agreement to clarify the means and process for the Medical Examiner Services to be provided by the MEDICAL EXAMINER to the counties within the boundaries of or covered by the District 8 Medical Examiner.

NOW, THEREFORE, in consideration of the mutual benefits to flow to each other, the Parties hereby agree as follows:

1. RECITALS.

The above recitals are incorporated herein and made a part of this Agreement.

2. DEFINITIONS.

Unless the context otherwise requires, terms used herein shall have the following meanings ascribed to them:

"ACT" means Chapter 406, Florida Statutes and Chapter 11G, Florida Administrative Code.

“ASSOCIATE MEDICAL EXAMINER” means an anatomic board certified, or board eligible pathologist hired by and serving at the pleasure of the Medical Examiner pursuant to his authority under Section 406.06, Florida Statutes.

“MEDICAL EXAMINER” means Jon R. Thogmartin, M.D., P.A.

“MEDICAL EXAMINER PROPERTY” means all equipment purchased and owned by DR. THOGMARTIN which would remain in the possession of DR. THOGMARTIN in the event of termination of this Agreement.

“FUNCTION-RELATED EQUIPMENT” means equipment purchased by the COUNTY that is integral to the service provided by the MEDICAL EXAMINER. It includes all COUNTY owned and COUNTY purchased computers, cellular telephones, software, video equipment, cameras, office machines, office furniture, medical instruments, X-ray machines, and laboratory instruments.

“EXPERT WITNESS FEES” means hourly fees charged for testimony in the civil and criminal courts of the 3<sup>rd</sup> or the 8th Judicial Circuit and other jurisdictions as required.

### 3. PURPOSE.

MEDICAL EXAMINER agrees to furnish all services, personnel, labor, and necessary equipment, not otherwise provided for herein, to serve as the District 8 Medical Examiner, which includes the COUNTY, Baker County, Bradford County, Gilchrist County, Levy County, Union County, and Dixie County. The Parties acknowledge that this Agreement is executed for the purpose of the MEDICAL EXAMINER serving as the District 8 Medical Examiner on an interim basis, until there is a subsequent appointment made in accordance with Chapter 406, Florida Statutes.

### 4. SCOPE OF SERVICES

MEDICAL EXAMINER shall perform all the duties and responsibilities set forth in the ACT, including but not limited services for death investigations, and cremation authorizations, and control of the remains, specimens, and/or records for the counties within or covered by District 8

("Services"). Specifically, the MEDICAL EXAMINER should ensure that all autopsy reports and death certificates of cases, accepted and other required reporting and paperwork during the term of this Agreement shall be finalized even if said completion should occur after the completion of the expiration or termination of this Agreement, unless otherwise directed by the COUNTY.

The MEDICAL EXAMINER shall provide any and all ASSOCIATE MEDICAL EXAMINERS or other staff that he deems necessary to provide the Services detailed herein. The payment for those Services shall be inclusive for the completion of death investigations, death certifications, autopsy reports, and cremation approvals of all decedents falling under the ACT during the term of this Agreement.

The MEDICAL EXAMINER should not be responsible for payment of invoices or fees remaining from examination or cases accepted by any previous District 8 Medical Examiner, or previous interim District 8 Medical Examiner. If necessary, the MEDICAL EXAMINER shall complete the cause of death certification, autopsy reports, or other related paperwork required under the ACT for cases accepted prior to the effective date of this Agreement for a fee of \$500 per case payable by the COUNTY and the other counties or state agency, respectively.

EXPERT WITNESS FEES received by the MEDICAL EXAMINER are beyond the scope of this Agreement. The Parties acknowledge that the MEDICAL EXAMINER will or may enter into a separate agreement with the State of Florida, Department of Corrections, and that this Agreement with the COUNTY places no obligation on the COUNTY to pay the MEDICAL EXAMINER for services related to deaths that occurred while in the custody of a facility or institution operated by a state agency.

While this Agreement is in effect, the MEDICAL EXAMINER is responsible for all advertising, recruitment, payment of reasonable interview costs for up to six candidates including travel, lodging, and per diem, and should these efforts result in the successful recruitment of a District 8 Medical Examiner. The MEDICAL EXAMINER shall reimburse moving expenses (up to \$10,000) to the chosen candidate for the new District 8 Medical Examiner.

5. TERM.

The term of this Agreement shall commence on April 12, 2024 ("effective date"), and continues through, and includes September 30, 2025.

6. COMPENSATION

The total annual amount for the Services to be provided by the MEDICAL EXAMINER under the term of this Agreement shall be Two Million Four Thousand Nine Hundred Thirty Six (\$2,004,936) Dollars, annually ("Agreement Amount"). This Agreement Amount will be paid to MEDICAL EXAMINER at a rate of Seventy Seven Thousand One Hundred Twelve Dollars and 94/100 (\$77,112.94) Dollars beginning on Friday April 26, 2024 (for the period of April 12-25) with bi-weekly payments continuing every other Friday until this Agreement expires or is terminated. The final payment will be prorated based on upon the termination date if necessary.

Work performed by MEDICAL EXAMINER pursuant to Section 406.08(4), Florida Statutes, is beyond the scope of this Agreement.

7. METHOD OF PAYMENT.

A. The COUNTY shall pay the above amounts by electronic funds transfer or other electronic direct deposit method into the specified account(s) of the MEDICAL EXAMINER. No bi-weekly billing or other invoices shall be required by the COUNTY to complete the scheduled payments.

C. The COUNTY agrees that the terms of this Agreement contemplate the anticipated normal activities and workload of MEDICAL EXAMINER based upon past statistics and reasonable projections. The COUNTY agrees that in the event of a natural or man-made disaster or occurrence, it shall reimburse MEDICAL EXAMINER for all extraordinary expenses (this includes total expenses for exhumation when indicated by investigation and/or disaster related investigation expenses) as are submitted and approved by the COUNTY.

D. The COUNTY's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners, and the other counties within the District 8.

8. The COUNTY agrees to reimburse the MEDICAL EXAMINER for attorney's fees and costs for legal actions arising solely out of the MEDICAL EXAMINER'S statutory duties (exclusive of professional or business liability claims) in connection with requests for public records under Chapter 119, Florida Statutes, and Florida Rule of Criminal Procedure 3.852 (record requests from the Office of Capital Collateral Representative) upon presentation by the MEDICAL EXAMINER at a rate not to exceed Three Hundred (\$300) Dollars per hour plus costs, up to an amount not to exceed a sum of Twenty Thousand (\$20,000.00) Dollars.

9. The COUNTY agrees to assume any costs incurred in transporting of bodies to be examined by the MEDICAL EXAMINER and to release, but not indemnify, the MEDICAL EXAMINER from any claim, loss, damage, cost, charge, or expense arising from any act, action, neglect, or omission by any decedent transport contract holder.

10. REPORTS.

MEDICAL EXAMINER agrees to provide the COUNTY with a monthly report which shall include at a minimum, the following:

- A. A report showing monthly and year-to-date totals for each function performed by the MEDICAL EXAMINER including the number of autopsies, examinations, death certifications and cremation approvals broken down by county of jurisdiction and reporting separately deaths occurring while in custody of the Department of Correction.
- B. Other statistical data and reports shall be available to the COUNTY upon reasonable request.

- C. No later than May 1 of each year, the MEDICAL EXAMINER shall submit a budget to the COUNTY for the next ensuing fiscal year October 1 through September 30.

A modified FY24 budget is attached to this Agreement as Attachment A.

11. FACILITY AND EQUIPMENT.

The Parties agree that the COUNTY will provide a facility owned by the County located in Alachua County, Florida for the Services to be provided and to act as the District 8 Medical Examiner's Office (the "facility"). The COUNTY agrees to provide, maintain, and support, at no cost to the MEDICAL EXAMINER, the facility and all Function-Related Equipment reasonably required to perform the Services. Such functional related equipment shall include, but is not limited to, computers (with a minimum of three laptops with mobile/remote network access), software (including county based email and Medical Examiner case tracking database), servers, intra-office wireless network access, data backups, telephones (land line and a minimum of 3 cellular telephones), office equipment (with a minimum of 3 printer/scanner/copiers), x-ray machine(s), and autopsy equipment (to include 3 microscopes). Prior to purchasing Function-Related Equipment in excess of Five Thousand (\$5,000.00) Dollars, MEDICAL EXAMINER agrees to notify the COUNTY and to explore all other options including use of surplus equipment. MEDICAL EXAMINER agrees to purchase Function-Related Equipment through the COUNTY in accordance with the COUNTY's Procurement Code and purchasing policy. MEDICAL EXAMINER may purchase additional MEDICAL EXAMINER PROPERTY from funds derived as described in section 6. A separate listing of MEDICAL EXAMINER PROPERTY that is housed within the facility shall be supplied to the COUNTY. MEDICAL EXAMINER shall be responsible for all said property and equipment, and the COUNTY assumes no liability and shall be held harmless for any damage, injury caused or loss of MEDICAL EXAMINER PROPERTY.

The COUNTY shall maintain the facility in a manner consistent with that of comparable Medical Examiner facilities in the state. In the event that MEDICAL EXAMINER determines that the facility being provided under this Agreement is not being maintained in a manner consistent

with comparable Medical Examiner facilities in the State of Florida, MEDICAL EXAMINER shall notify the COUNTY in writing. The MEDICAL EXAMINER will promptly, without delay, notify the COUNTY, in writing or orally, of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the MEDICAL EXAMINER or his employees or agents notices or is made aware of at the facility.

The COUNTY facility shall have (prior to April 12, 2024) a functioning security system with external monitoring. The COUNTY shall provide at the facility reliable refrigeration of the body cooler and specimens along with grid power and reliable generator supplied backup power for the office to allow continuous operation in the event of a disaster or other event that causes a power outage.

The COUNTY shall carry and maintain hazard and general liability insurance coverage on the facility.

MEDICAL EXAMINER shall purchase a vehicle for scene investigations and occasional body removal as required under the ACT. Such a vehicle shall be funded by the COUNTY and returned at no cost to the county and/or the replacement District 8 Medical Examiner at the termination or expiration of this Agreement.

## 12. UTILITIES.

The COUNTY shall assume the reasonable cost of any water, sewer, gas, heat, power, cable media service, local phone service, mobile phone service, waste removal, janitorial service, biohazardous waste removal, and grounds maintenance which is furnished to the facility. The COUNTY reserves the right to provide other services at the facility as are deemed in the best interest of the COUNTY or are needed due to extraordinary circumstances, as determined by the COUNTY or agreed to by the Parties.

## 13. INDEMNIFICATION.

The MEDICAL EXAMINER shall defend, hold harmless, and indemnify the COUNTY from all suits, actions or claims of any character and penalties, including attorney's fees and costs,



brought on account of any injuries or damages received or sustained by any person, persons or property as result of any act by or from the MEDICAL EXAMINER or ASSOCIATE MEDICAL EXAMINERS or other employees or agents of the MEDICAL EXAMINER; including but not limited to those resulting from or caused by, or in consequence of any neglect in safeguarding the Services; or on account of any act or omission, neglect or misconduct of the MEDICAL EXAMINER or ASSOCIATE MEDICAL EXAMINERS or other employees or agents of the MEDICAL EXAMINER; or by, or on account of any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decrees, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY.

The Parties agree that the MEDICAL EXAMINER does not indemnify the COUNTY for the acts of any District Medical Examiner or independent contracting entity that performed Medical Examiner services in District 8 prior to April 12, 2024, or for acts of employees, agents, or contractors of the COUNTY.

To the extent allowed under Florida law, the COUNTY shall indemnify the MEDICAL EXAMINER for claims that arise as a direct result of facility failures, such as failure of the body cooler, lack of reliable backup power, or lack of security that occurred due to the absence or failure of these systems or the lack of monitoring/alarms to detect these failures unless such failures are the direct result of the actions of the MEDICAL EXAMINER or an employee or agent of the MEDICAL EXAMINER. Nothing herein constitutes a waiver of the COUNTY of sovereign immunity as provided in Section 768.28, Florida Statutes.

#### 14. LIABILITY INSURANCE.

MEDICAL EXAMINER shall obtain professional liability insurance with limits of not less than One Million (\$1,000,000.00) Dollars, which shall provide coverage for all services, provided under the terms of this Agreement. The MEDICAL EXAMINER policy coverage may be reviewed by the COUNTY. Should MEDICAL EXAMINER'S professional liability insurance fail to, or during

the terms of this Agreement, cease to cover the scope of services required, the MEDICAL EXAMINER shall, within twenty-four (24) hours of his knowledge of same, notify the COUNTY and procure new or endorsed coverage for the services provided under this Agreement. Failure to comply with this notice provision shall make this Agreement subject to termination.

15. SEVERABILITY.

If any part, term, or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term, or provision shall be severable, with the remainder of this Agreement remaining valid and enforceable.

16. TERMINATION.

This Agreement shall be terminable at will and at any time by the COUNTY upon written notice to the MEDICAL EXAMINER. This Agreement shall be terminable upon 90 days written notice by MEDICAL EXAMINER to the COUNTY. The effect date of termination of this Agreement will be as specifically stated in the written notice of termination. This Agreement is contingent upon Jon R. Thogmartin, MD serving as the District 8 Medical Examiner. If during the term of this Agreement, Jon R. Thogmartin is not appointed as the District 8 Medical Examiner, including appointment on an interim basis, or if he removed, place on probation or is suspended as a Medical Examiner in District 8 or any other District, the COUNTY will terminate this Agreement.

17. NON-EMPLOYEE, NON-AGENT.

It is mutually agreed and understood by the parties that the MEDICAL EXAMINER, ASSOCIATE MEDICAL EXAMINERS, and any additional staff and expert(s) of the Medical Examiner's Office are not, nor will ever be, considered employees of the COUNTY. Jon R. Thogmartin, MD and the MEDICAL EXAMINER shall be and act as an independent contractor, and under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture of employment between the MEDICAL EXAMINER and the COUNTY. None of the personnel under contract to or employed by the MEDICAL EXAMINER or by Jon R. Thogmartin,

MD shall be deemed in anyway to have any contractual relationship with the COUNTY. The MEDICAL EXAMINER shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder.

18. SOVEREIGN IMMUNITY.

Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the COUNTY under Section 768.28, Florida Statutes.

19. ENTIRE AGREEMENT.

This Agreement represents the entire Agreement between the Parties and supersedes any and all prior agreements, negotiations, or understandings, written or oral relating to the matters set forth herein. Prior agreements, negotiations, or understandings, if any, shall have no force or affect whatsoever on this Agreement.

20. GOVERNING LAW AND VENUE.

The laws of the State of Florida shall govern this Agreement. Venue for any action brought to enforce the terms of the Agreement, shall be exclusively in a court of competent jurisdiction in Alachua County, Florida.

21. PUBLIC RECORDS LAW.

The MEDICAL EXAMINER shall be responsible for maintaining all public records created by his office and responding to all public records requests made to District 8 Medical Examiner's Office. The MEDICAL EXAMINER acknowledges that information and data managed as part of the services may be public record in accordance with Chapter 119, Florida Statutes. The MEDICAL EXAMINER agrees that policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, including, but not limited to Section 119.0701, Florida Statutes, shall be implemented. The MEDICAL EXAMINER will take reasonable measures to protect, secure and maintain any data held by MEDICAL EXAMINER that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services.

## 22. NOTICES.

All notices shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail (but, in the case of electronic mail, only if followed by hand delivery, transmittal by national overnight courier for delivery on the next Business Day, or when an email delivery receipt is obtained), (c) upon receipt after dispatch by registered or certified mail, postage prepaid, or upon refusal, or (d) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery). All notices required or permitted hereunder shall be addressed to the parties as follows:

If to the COUNTY:

Alachua County Manager  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601

If to the MEDICAL EXAMINER:

Dr. Jon R. Thogmartin  
10900 Ulmerton Rd.  
Largo, Florida 33778

## 23. AMENDMENTS.

Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated, except by an instrument in writing, signed by the Party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

## 24. ASSIGNMENT.

No assignment, delegation, transfer or novation of this Agreement or any part hereof shall be made unless approved in writing and signed by the Parties to this Agreement.

## 25. THIRD PARTY BENEFICIARIES.

The Parties hereby acknowledge and agree that it is not the intent of any party to this Agreement to confer any rights on any persons or entities other than the parties to this Agreement.

26. ELECTRONIC SIGNATURES.

The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. Electronic signatures shall have the same legal effect and enforceability as manually written signatures.

**IN WITNESS WHEREOF**, this Agreement has been executed by the COUNTY, by and through its Chair who is authorized to sign, and by the MEDICAL EXAMINER, by Jon R. Thogmartin, MD as its authorized representative, on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS  
ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_  
Mary C. Alford, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

ATTEST:

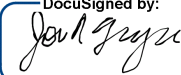
APPROVED AS TO FORM

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk

(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

MEDICAL EXAMINER

DocuSigned by:  
  
By: \_\_\_\_\_  
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JON R. THOGMARTIN, M.D.  
JON R. THOGMARTIN, M.D., P.A.  
Date: 3/19/2024

## ATTACHMENT A: Budget

**ATTACHMENT A****Medical Examiner District 8 Budget**

<b>OPERATIONAL EXPENSES</b>	<b>FY24/25</b>
Salaries and Benefits	\$1,757,714
Consults (Histology, NP, Chemistry, Anthro, etc)	\$45,000
Toxicology	\$172,000
Accounting and Legal	\$12,000
Auto/gas expense *include \$52,000 for new vehicle in FY24	\$63,000
Bad Debts	\$0
Bank Charges	\$0
Communications	\$5,500
Employee Benefits	\$2,500
Equipment lease/purchase repair	\$2,500
Insurance	\$26,000
Interest - Loan costs	\$0
Postage	\$500
Printing	\$500
Laundry	\$13,000
Supplies Autopsy	\$45,000
Office	\$13,000
Photo	\$5,000
Tax & License	\$4,300
Travel Auto Reimb (local)	\$3,000
Business	\$95,000
Education	\$8,000
Travel meals	\$2,000
Misc expenses (incl candidate move)	\$10,800
<b>TOTAL OPERATING EXPENSES</b>	<b>\$2,286,314</b>
<b>REVENUE SHARE FROM COUNTIES</b>	<b>\$2,050,958</b>
<b>LESS DOC FACILITY/ADMIN PAYMENTS TO M.E.</b>	<b>-\$46,021</b>
<b>ALACHUA CONTRACTED AMOUNT</b>	<b>\$2,004,936</b>