

FIRST AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND DR JON R. THOGMARTIN FOR MEDICAL EXAMINER SERVICES NO. 14213

THIS First AMENDMENT (“Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Jon R THOGMARTIN, M.D. P.A., who is authorized to do business in the State of Florida (“Medical Examiner”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Parties previously entered into an Agreement dated April 4, 2024 for Medical Examiner Services, identified by No. 14213 (the “Agreement”); and

WHEREAS, the County has elected its option to renew the term of the original Agreement to allow the Contractor to furnish the goods or service to Alachua County; and

WHEREAS, the Parties agree to include the statutory language and affidavit from Section 787.06(13), Florida Statutes, No Coercion for Labor or Services, to the original Agreement; and

WHEREAS, the Parties agree to include the statutory language and affidavit from Section 287.138, Florida Statutes, Contracting with Entities of Foreign Countries of Concern Prohibited, to the original Agreement; and

WHEREAS, the Parties desires to amend the Agreement to extend the term and to do as otherwise provided herein.

NOW, THEREFORE, the County and Contractor agree to amend the Agreement as follows:

- A. Amendment. Section #5, of the Agreement titled “Term” is amended to read as follows:

This Amendment extends the term of the Agreement through September 30, 2026 unless terminated as contained in the Agreement.

- B. Amendment. Section #6, of the Agreement titled “Compensation” is amended with additional language to read as follows:

The biweekly payment amount to the MEDICAL EXAMINER shall be Seventy Four Thousand Two Hundred Eighty Eight Dollars and 95/100 (\$74,288.95) Dollars beginning on Friday, October 17, 2025 with bi-weekly payments continuing every other Friday until this agreement expires or is terminated. The total annual amount for the Services to be provided by the MEDICAL EXAMINER under the term of this Agreement shall be One Million Nine Hundred Thirty One Thousand Five Hundred Thirteen (\$1,931,513) Dollars, annually (“Agreement Amount”).

The final payment will be prorated based on upon the termination date if necessary.

- C. Amendment. Section #9, of the Agreement titled is amended with additional language to read as follows:

The COUNTY acknowledges that in exigent circumstances, the MEDICAL EXAMINER can assume the function of body transport including subcontracting the function on a temporary or permanent basis. The COUNTY shall reimburse the MEDICAL EXAMINER for these expenses.

D. Amendment. Section #16, of the Agreement titled "Termination" is amended to read as follows:

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 60 days written notice by COUNTY to the MEDICAL EXAMINER. 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.

E. Amendment. Section #27, of the Agreement titled "No Coercion for Labor or Services" is added to read as follows:

Affidavit of No Coercion Pursuant to §787.06, Florida Statutes

Section 787.06(13), Florida Statutes, requires any governmental entity, when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) and 787.06(2)(e), Florida Statutes.

The Contractor will certify this understanding, obligation, through the completion and execution of the Affidavit of No Coercion for Pursuant to §787.06, Florida Statutes, a copy of which is attached to this First Amendment as **Attachment B**.

F. Amendment. Section #28, of the Agreement titled "Contracting with Entities of Foreign Countries of Concern Prohibited" is added to read as follows:

Contracting with Entities of Foreign Countries of Concern Prohibited

Section 287.138, Florida Statutes, prohibits any governmental entity from contracting with entities if the contract provides the entity with access to an individual's personal identifying information and:

The entity is owned by the government of a foreign country of concern;

The government of a foreign country of concern has a controlling interest in the entity; or

The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic does not have a controlling interest in the Supplier.

The Contractor will certify this understanding, obligation, through the completion and execution of the Affidavit Regarding Foreign Country of Concern, a copy of which is attached to this First Agreement as **Exhibit C**.

G. Effective Date. This First Amendment shall be effective on October 1, 2025, after execution by both Parties.

H. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this First Amendment, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____
Charles Chestnut, IV, Chair
Board of County Commissioners
Date: _____

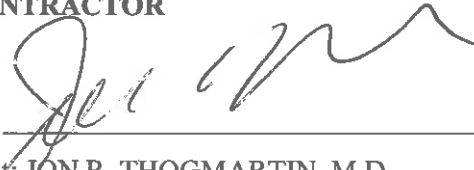
ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

CONTRACTOR

By:  _____
Print: JON R. THOGMARTIN, M.D.
Title: Interim District 8 Medical Examiner
Date: 8/13/2025

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Attachment B: No Coercion Affidavit

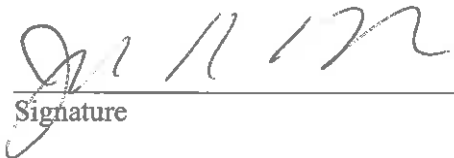
**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida
County of Alachua

I, Jon R. Thogmartin, M.D. as President of the THOGMARTIN, JON R, M.D. P.A., having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of the THOGMARTIN, JON R, M.D. P.A..
3. I attest and affirm that THOGMARTIN, JON R, M.D. P.A., does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.



Signature

JON R. THOGMARTIN, M.D.
Name Printed

08/13/2025
Date Signed

Attachment C: Foreign Countries of Concern Affidavit

**AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN
PURSUANT TO 287.138, Florida Statutes**

State of Florida
County of Alachua

I, Jon R. Thogmartin, M.D. as President of the THOGMARTIN, JON R, M.D. P.A., having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.

2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of THOGMARTIN, JON R, M.D. P.A..

3. I attest and affirm that the following is true and correct:

a. THOGMARTIN, JON R, M.D. P.A., is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (*i.e.*, People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).

b. The government of a foreign country of concern does not have a controlling interest in THOGMARTIN, JON R, M.D. P.A..

c. THOGMARTIN, JON R, M.D. P.A., is not organized under the laws of or has its principal place of business in a foreign country of concern.

4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.



Signature

JON R. THOGMARTIN, M.D.

Name Printed

8/13/2025

Date Signed