| 6 | **AGENDA ITEM**<br>**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS** |
|---|---|
| | *Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to* BCC Meeting |

**11/17/2026**

**BCC MEETING DATE**

**TO:** **Joy Andrews, County Administrator** **DATE:** **October 19, 2026**

**FROM:** **Greg Caldwell, Director, Public Works** **PHONE:** **904 209-0266**

**SUBJECT OR TITLE:** **Non-Exclusive Franchise Agreement - Iron Ark, LLC (2 of 2, Commercial/Industrial Solid Waste)**

**AGENDA TYPE:** **Consent Agenda, Contract, Resolution**

**BACKGROUND INFORMATION:**

Under St. Johns County Solid Waste Ordinance 2017-39, all persons engaged in the business of collecting or transporting solid waste from any real property in the County, unless exempt, is required to receive a franchise from the County. Iron Ark, LLC has met the application requirements and paid the necessary fees, and upon review of its application, staff recommends the Board grant a non-exclusive franchise to this hauler.

**1. IS FUNDING REQUIRED?** No **2. IF YES, INDICATE IF BUDGETED.** No

**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:**

**INDICATE FUNDING SOURCE:**

**SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution 2026-_____, granting and authorizing the County Administrator, or designee, to execute and issue a non-exclusive, Commercial/Industrial franchise agreement to Iron Ark, LLC for the collection and transportation of commercial/industrial solid waste, in substantially the same form as attached hereto.

**For Administration Use Only:**
**Legal: Kealey West 11/2/2026** **OMB: ARM 11/3/2026** **Admin: Brad Bradley 11/5/2026**

**RESOLUTION NO. 2026 - ___**

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, GRANTING A NON-EXCLUSIVE FRANCHISE FOR THE COLLECTION AND TRANSPORTATION OF NON-RESIDENTIAL SOLID WASTE TO IRON ARK, LLC.

**RECITALS**

**WHEREAS,** St. Johns County Ordinance 17-39 ("Ordinance") requires all persons engaging in the business of collecting or transporting solid waste from any real property in the County, who are not exempt, to receive a franchise from the County; and

**WHEREAS**, IRON ARK, LLC submitted an application for a non-exclusive franchise for the collection and transportation of non-residential solid waste pursuant to the provisions of the Ordinance; and

**WHEREAS**, the Solid Waste Division reviewed the application and recommends granting the franchise; and

**WHEREAS,** based on Board's consideration of the application and the applicable criteria in the Ordinance, the Board desires to grant the non-exclusive franchise; and

**WHEREAS,** granting a non-exclusive franchise, subject to terms and conditions of franchise agreements, is necessary for the protection of the public health, safety, and welfare, and is in best interest of the County; now, therefore

**BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida:

**Section 1.** The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as findings of fact.

**Section 2.** In accordance with Ordinance Code 17-39, the County Administrator, or her designee, is authorized to issue a non-exclusive franchise agreement to IRON ARK, LLC for the collection and transportation of non-residential solid waste of the type specified in the agreement.

**Section 3**. To the extent that there are typographical, administrative, or scrivener's errors that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

**PASSED AND ADOPTED by** the Board of County Commissioners of St. Johns County, Florida this _____day of November 2026.

**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By: _____
Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court and Comptroller

By: _____
Deputy Clerk

**ST. JOHNS COUNTY APPLICATION FOR COMMERCIAL/ INDUSTRIAL SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL FRANCHISE**

PLEASE TYPE OR PRINT

ST. JOHNS COUNTY, FLORIDA

**APPLICATION FOR A COMMERCIAL/INDUSTRIAL SOLID WASTE COLLECTION AND TRANSPORTATION FRANCHISE**

**Application Fee $500.00**
**(Plus $100.00 per Vehicle Fee, Maintenance/Management)**

EACH ITEM IN THIS APPLICATION MUST BE ANSWERED COMPLETELY.
ATTACH ADDITIONAL SHEET (S) WHERE NECESSARY.

Name of Applicant: Iron Ark LLC

Principal business address of Applicant (provide both street and mailing addresses):
147 Dow Court
Green Cove Springs, FL 32043

Business telephone number of Applicant: (904) 331-8801

Name(s), street & mailing address(es) of the manager(s) or supervisor(s) who will be in charge of the operations in St. Johns County:
Jeffrey Fore - owner
147 Dow Court
Green Cove Springs, FL 32043

Is this an application for a new Franchise or for the renewal or transfer of an existing Franchise? CHECK ONE:

NEW X RENEWAL _____ TRANSFER _____

If TRANSFER, name of current Franchisee: _____
(*TRANSFER applicants must also complete the statements on page 5 of this application.*)

Number of accounts Applicant currently service in St. Johns County: _____

Check the appropriate business entity of the Applicant and submit documentation demonstrating the entity is authorized to do business in Florida:
Corporation _____ Sole Proprietor _____
General Partnership _____ Limited Partnership _____
Other X (If other, describe the form of ownership)
LLC

**ST. JOHNS COUNTY APPLICATION FOR COMMERCIAL/ INDUSTRIAL SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL FRANCHISE**

List the names, street address and mailing addresses of any and all owners, directors, corporate officers, and principal officers of the business entity applying for the Franchise, including identifications of ownership interest (attach additional sheets, if needed):

Jeffrey Fore - Owner
147 Dow Court
Green Cove Springs, FL 32043

Submit a full description of all collection vehicles and equipment owned, leased or controlled by the Applicant which will be used in the collection, transportation, and/or disposal of Commercial/Industrial Solid Waste within the County. (Please submit the descriptions of the equipment on a separate sheet and identify the sheet as "Addendum A-1")

List the location of ultimate disposal areas, including identification of any Solid Waste Transfer Stations, to be utilized by the Applicant:

SJC Stratton Road Transfer Station, 250 North Stratton Road, St Augustine FL 32095; and SJC Tillman Ridge Transfer Station, 3005 Allen Neese Rd. Elkton, FL 32033

Submit a detailed explanation of service to be provided (Please submit this information on a separate sheet and identify the sheet as "Addendum B-1")

Submit a detailed listing of prior experience of the Applicant in providing Commercial/Industrial Solid Waste collection, transportation or disposal services. (Please submit this information on a separate sheet and identify the sheet as "Addendum C-1")

Submit a listing of the number of personnel and classifications of positions to be utilized by the Applicant providing service. (Please submit this information on a separate sheet and identify the sheet as "Addendum D-1")

Does the Applicant presently hold a license and/or franchise to collect, transport or dispose of Commercial/Industrial Solid Waste within any municipality within the County, or any other political subdivisions adjacent to St. Johns County? Yes _____ No ✓

> If yes, please submit this information on a separate sheet and indicate separate vehicle identification design or scheme used in the municipality within the County, and/or political subdivision adjacent to St. Johns County, and identify the sheet as "Addendum E-1."

Submit a listing of all contracts for Commercial/Industrial Solid Waste collection, transportation or disposal, including the name and physical address of the parties, that have been developed or entered into for implementation after approval of this application. (Please submit this information on a separate sheet and identify the sheet as "Addendum F-1")

**PLEASE NOTE: SECURING PRIVATE CONTRACTS FOR COMMERCIAL OR INDUSTRIAL SOLID WASTE**

# COLLECTION, TRANSPORTATION OR DISPOSAL PRIOR TO RECEIVING FROM ST. JOHNS COUNTY A FRANCHISE TO COLLECT, TRANSPORT OR DISPOSE OF COMMERCIAL OR INDUSTRIAL SOLID WASTE MAY BE GROUNDS FOR REJECTING AN APPLICATION AND MAY BE A VIOLATION OF THE ST. JOHNS COUNTY SOLID WASTE ORDINANCE, ORDINANCE NO. 2017-39.

Does the Applicant have any previous or existing enforcement action(s) by St. Johns County, or any state or federal environmental regulatory agency, for violation of any rule or regulation relating to Solid Waste handling, transporting or disposal? Yes _____ No X

If yes, please submit a detailed listing of such actions, including final adjudication or disposition, on a separate sheet and identify the sheet as "Addendum G-1."

***INSURANCE REQUIREMENTS: The Franchise holder shall maintain during the term of the Franchise, Comprehensive Automobile Liability Insurance with minimum limits of $300,000, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence and Workers' Compensation Insurance in at least such amounts as required by the laws of the State of Florida. Evidence of such required coverage and a binder of intent of insurance coverage for all vehicles must be submitted with this application.***

*IMPORTANT INFORMATION ON FRANCHISE FEES:*

A) Pursuant to the St. Johns County Solid Waste Ordinance, Ordinance No. 2017-39, each Franchisee shall pay a Franchise fee equal to five percent (5%) of the Gross Revenues received by the Franchisee for the collection and transportation of Commercial/Industrial Solid Waste within the unincorporated area of St. Johns County.

B) Each Franchisee must submit a Letter of Agreement that all of the solid waste collected pursuant to the Franchise will be transported to one of the St Johns County Solid Waste Transfer Stations located on Allen Nease Road or Stratton Road.

C) The Franchisee is solely responsible for the billing and collecting appropriate fees from its customers for the collection, transportation and disposal of Commercial/Industrial Solid Waste.

(Note: a copy of the St. Johns County Solid Waste Ordinance, Ordinance No. 2017-39, may be obtained at the St. Johns County Clerk's office. A per page fee may be charged.)

**ST. JOHNS COUNTY APPLICATION FOR COMMERCIAL/ INDUSTRIAL SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL FRANCHISE**

APPLICANT'S AFFIDAVIT: I, JEFFREY FORE, hereby certify that I am an authorized representative of the Applicant, that all of the information provided in this Application is true and correct, that I have read and am familiar with the St. Johns County Solid Waste Ordinance, Ordinance No. 2017-39, that the Applicant shall comply with the provisions of the St. Johns County Solid Waste Ordinance, Ordinance No. 2017-39, and that the Applicant shall fully pay any and all applicable Franchise fees when they become due.

Signed: _____ Date: 10/9/2026
Print: JEFFREY FORE
Title: OWNER

STATE OF Florida
COUNTY OF St. Johns

The foregoing Application was acknowledged before me by means of ✓ physical appearance or ___ online notarization this 9 day of October, 2026, by (name of person) Jeffrey Fore as (type of authority, officer, etc.) Owner for (name of legal entity) Iron Ark LLC who is ____ personally know to me or ✓ has produced as identification the following: FL DL and who ___ did or ✓ did not take an oath.

DUSTIN VAUGHN
Commission # HH 485576
Expires May 12, 2028

NOTARY PUBLIC, State of Florida
Name: Dustin Vaughn
My Commission Expires: May 12, 2028
My Commission Number is: HH 485576

**Non-Exclusive Franchise Agreement**

Pursuant to St. Johns County Ordinance 2017-39 and as authorized by the Board of County Commissioners Iron Ark LLC ("Franchisee") is hereby granted a Non-Exclusive Franchise for the collection and transportation of **Commercial/Industrial Solid Waste** in unincorporated St. Johns County.

This Agreement, including the definitions of terms used herein, shall be in conformity with St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance"), as may be amended from time to time, unless otherwise indicated herein.

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in the Solid Waste Ordinance unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 Franchisee acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Franchisee agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto as Exhibit A and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 Franchisee is authorized to collect and transport Commercial/Industrial Solid Waste; no other collection or transportation of Solid Waste is authorized.

ARTICLE IV: TERM and RENEWAL

4.0 The term of this Agreement shall be for a maximum of three years, commencing on the date this Agreement is fully executed and ending on June 30, 2029, at 11:59 P.M., unless renewed or extended by the Board of County Commissioners pursuant to the process provided for in the Solid Waste Ordinance.

4.1 Franchisee understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE V: FRANCHISEE'S OPERATIONS

Franchisee shall comply with the following requirements regarding the collection and transportation of Commercial/Industrial Solid Waste in unincorporated St. Johns County:

5.0 Franchisee shall at all times comply with the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 Franchisee shall operate only between the hours of 7:00 A.M. and 7:00 P.M. Monday through Saturday, and between the hours of 9:00 A.M. and 7:00 P.M. on Sundays and County holidays.

5.2 Franchisee's employees shall wear a company shirt or uniform, which shall display the Franchisee's name or logo in a conspicuous place.

5.3 All vehicles, Mechanical Containers, and other containers used by Franchisee shall be totally enclosed or securely covered and shall be marked on each side with the name and phone number of Franchisee and the markings shall be a minimum of three (3) inches in height.

5.4 Franchisee shall make every effort to avoid causing waste material from spilling or escaping from the Franchisee's vehicles during transport. In the event of spillage, Franchise shall immediately clean up such litter.

5.5 Each vehicle used by Franchisee shall be maintained in a good, clean, and safe operating condition and is such a manner so as to prevent leaks and spills for fluids (hydraulic, oil or otherwise). Should a fluid leak originate from one of Franchisee's vehicles, the Franchisee shall immediately respond and commence proper cleanup of any spills or leaks. Franchisee shall immediately notify the County and any other agency as required by applicable law, of all spills or leaks for its vehicles.

5.6 On or before July 1 of each year, Franchisee shall provide the County with a current list of all vehicles used to collect or transport Commercial/Industrial Solid Waste in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re- submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by Franchisee in the County.

5.7 Franchisee is authorized to use roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service.

5.8 Franchisee shall process all materials collected pursuant to this Agreement at a Solid Waste Management Facility properly licensed to receive such materials.

## ARTICLE VI: FRANCHISE FEES

6.0 Franchisee shall pay a Franchise fee to the County equal to five percent (5%) of the Gross Revenues received by Franchisee for the collection and transportation of materials authorized under this Agreement.

6.1 Franchise fees shall be paid to the County on a quarterly basis no later than January 15, April 15, July 15, and October 15, based on the Gross Revenues received by Franchisee for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

6.2 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, Franchisee shall file with the County a certified audit concerning the Gross Revenue received by Franchisee as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 6.2.

6.3 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Commercial/Industrial Solid Waste from properties within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by Franchisee pursuant to the Solid Waste Ordinance or this Agreement. Franchisee shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. Franchisee shall comply with Chapter 119, Florida Statutes as related to public records.

6.4 If Franchisee fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, County may suspend the Franchise until payment is made or may revoke the Franchise, as provided in the Solid Waste Ordinance. Franchisee shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or

the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

## ARTICLE VII: INSURANCE

7.0 Franchisee shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Franchisee shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate Franchisee has obtained insurance of the type, amount, and classification as required by this Agreement and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the St. Johns County Board of County Commissioners as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve Franchisee of its liability and obligations under this Contract.

Certificate Holder Address:

St. Johns County Board of County Commissioners
500 San Sebastian View
St. Augustine, FL 32084

7.1 Franchisee shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate, to protect Franchisee from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by Franchisee or by anyone directly employed by or contracting with Contractor.

7.2 Franchisee shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000, if applicable.

7.3 Franchisee shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of $300,000 combined single limit for bodily injury and property damage liability to protect Franchisee from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by Franchisee or by anyone directly or indirectly employed by a Contractor.

7.4 Franchisee shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

## ARTICLE VIII: INDEMNIFICATION

8.0 To the extent permissible by law, Franchisee agrees to indemnify and hold the County and its officials, officers, employees and agents harmless and defend same from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with (whether directly or indirectly) the Contactors activities and operations undertaken pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages. The provisions of this Article relating to indemnification are separate and apart from, and no way limited by, any insurance provided by Franchisee pursuant to this Agreement or otherwise and shall survive the expiration or termination of this Agreement.

## ARTICLE IX: TERMINATION BY COUNTY

9.0 The Board of County Commissioners may revoke this Franchise and terminate this Agreement if Franchisee:

(a) Fails or refuses to comply with any lawful order of the Board entered after a public hearing.

(b) Violates or fails to comply with any provision of the County's ordinances, or the rules and regulations promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates the provisions of its Franchise agreement, or any state or federal law relating to the collection and disposal of Solid Waste.

(c) Fails to timely submit any report, information, or fee required by the Solid Waste Ordinance or this Agreement.

(d) Submits false or misleading information to the County concerning or related to the Solid Waste Ordinance, this Agreement, or the Franchise.

(e) Abandons, fails, or refuses to perform the services required by this Ordinance or this Agreement.

(f) Fails to pay required Franchise fees at the times and in the amounts required by this Agreement.

(g) Disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility.

(h) Collects or transports Solid Waste in a manner that is not authorized under this Agreement.

(i) Fails to continuously maintain the types and amounts of insurance required under this Agreement.

(j) Fails to respond and cleanup any fluid spills or leaks the County identifies originated from Franchisee's vehicles

(j) Declares bankruptcy.

9.1 Such revocation or termination shall be as provided in the Solid Waste Ordinance.

## ARTICLE X: MISCELLANEOUS PROVISIONS

10.0 Representatives of the Parties

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or Director of Public Works. The authorized representative of Franchisee for purposes of this Agreement shall be Jeffrey Fore, who is an officer or director of the Franchisee. Either party may change its representative upon five (5) days prior written notice to the other party.

10.1 Notices

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:
Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to Franchisee:
Iron Ark LLC
Attn: Jeffrey Fore
147 Dow Court
Green Cove Springs, FL 32043

Changes in the respective addresses to which such notices may be directed may be made from time to time by either party by notice to the other party in writing.

10.2 Waiver

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the County or Franchisee at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of the County or Franchisee thereafter to enforce same; nor shall waiver by the County or Franchisee of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

10.3 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue shall be in St. Johns County, Florida.

10. 4 Assignment

This Agreement shall be binding upon, and inure to the benefit of, the County and the Contractor. this Franchise may not be sold, assigned or transferred by Franchisee (e.g., by transfer of ownership, transfer of corporate shares, or any other means to effect a change in the ownership structure or control of the Franchisee) without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance.

10.5 Representations of the Contractor

Franchisee represents that (a) it is a company, corporation, or other legal entity duly organized under the laws of the State of Florida or a person or entity otherwise qualified to do business in the State of Florida, (b) this Agreement has been duly authorized, executed, and delivered in the State of Florida, and (c) it has the required power and authority to enter into and perform this Agreement.

10. 9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

10.10 Personal Liability

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of the County.

10.11 Independent Contractor

When performing the activities required by this Agreement Franchisee will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of the County. Franchisee shall be solely responsible for the means, methods and procedures used by Franchisee to perform under this Agreement. Neither Franchisee nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the County. Franchisee shall have no authority to bind the County to any agreement or contract. No person performing any work or services for Franchisee under this Agreement shall be entitled to any benefits available or granted to employees of the County.

10.12 Sovereign Immunity

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

## ARTICLE XI: REVIEW OF RECORDS

11.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, Franchisee authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Agreement. It is specifically noted that Franchisee is under no duty to provide access to documentation did not relate to this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Non-Exclusive Franchise Agreement as of the effective date.

Signature

Jeffrey Fore
Printed Name

Owner
Title

10/9/2026
Date

**STATE OF FLORIDA**
**COUNTY OF** St. Johns

The foregoing instrument was acknowledged before me on this 9 day of October 2026, by means of ☒ physical presence or ☐ online notarization by Jeffry Fore, as Owner of Iron Ark LLC, who is personally known to me or has produced FL DL as identification.

DUSTIN VAUGHN
Commission # HH 486576
Expires May 12, 2028
(SEAL)

Signature of Notary Public
Print, Type/Stamp Name of Notary

**St. Johns County**

Joy Andrews
County Administrator

Date of Execution

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court and Comptroller

Deputy Clerk

LEGALLY SUFFICIENT:

Office of County Attorney

Date of Execution