

Resolution No.: _____
Requested by: Solid Waste Director

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER
INTO A NONEXCLUSIVE REVOCABLE LICENSE AGREEMENT WITH
CITY EWASTE, LLC FOR THE USE OF A PORTION OF PROPERTY LOCATED AT
VARIOUS CONVENIENCE CENTERS**

WHEREAS, Williamson County is a Tennessee governmental entity which is authorized to execute revocable license agreements; and

WHEREAS, Williamson County owns and operates multiple convenience centers, including centers in Nolensville, Grassland, Fairview, College Grove, and the Williamson County landfill (“Property”) as is further detailed in the attached license agreement; and

WHEREAS, City eWaste, LLC (“eWaste”) is a for-profit business that collects used and discarded electronic devices; and

WHEREAS, eWaste approached the Williamson County Solid Waste Department with a proposal to collect used and discarded electronic devices at various convenience center locations; and

WHEREAS, Williamson County provides the use of space at no cost to eWaste conditioned on eWaste collecting the disposed devices at no cost to the citizens of Williamson County; and

WHEREAS, the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute a nonexclusive revocable license agreement with eWaste:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 10th day of February, 2025, hereby authorizes the Williamson County Mayor to execute a nonexclusive revocable license agreement and any future amendments or addendums with City eWaste, LLC for the use of space at the convenience centers located Nolensville, Grassland, Fairview, College Grove, and the Williamson County landfill.

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Solid Waste Board	For	Against
Property Committee	For	Against
Budget Committee:	For	Against
Commission Action Taken:	For	Against
	Pass	Out

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

NONEXCLUSIVE USE AGREEMENT USE OF SPACE FOR RECYCLING PURPOSES

THIS NONEXCLUSIVE USE AGREEMENT ("Agreement") is made by and between WILLIAMSON COUNTY, TENNESSEE ("County"), a county governmental entity of the state of Tennessee, and FRANKLIN EWASTE / CITY EWASTE LLC, a Limited Liability Company ("LLC") under the laws of the State of Tennessee, with the principal place of business located at 1209 Lakeview Dr. Suite 100 Franklin, TN 37067 ("User"), for use of space at various recycling convenience centers ("Centers") which are more particularly described herein.

1. PREMISES.

- A. County grants a non-exclusive revocable license to User and User accepts from County a license to use space to collect used or unwanted electronics ("ewaste") at certain Centers ("Premises") which are further described as specified in Exhibit Attached and made apart hereof. User accepts the Premises in "as is" condition. User acknowledges it has conducted a physical inspection of the Premises and accepts the same without representation or warranty, in fact or by law, by County.
- B. The Centers, including all portions thereof and all equipment provided for User's use, are provided "as is." County makes no representations, warranties, or guarantees, express or implied, including, without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose, relating to the Premises, equipment, or to User's use thereof. County makes no guarantee or representation that any particular equipment located in the Premises will be available for User's use at any particular time. User shall be responsible for any damage, injury, or loss, including personal injury and property damage, resulting from the improper use of any equipment by User and/or its employees, volunteers, and agents. User shall be responsible for restoring, cleaning, and the sanitary condition of any portion of the Centers used by User, including, without limitation, any floors, sinks, equipment, pots, pans, utensils, storage areas, and work surfaces.
- C. User shall immediately notify County of the following:
 - (i) any injuries requiring medical attention;
 - (ii) any damage to or malfunction of the equipment located in the Premises; and/or
 - (iii) any other condition that may affect the safe and orderly operation of the Premises.
- D. User and its employees, volunteers and agents shall not make any use of the Premises that, in County's sole discretion, disrupts the orderly operation of the Premises or the Centers by and/or use of the Centers by other parties who are authorized to use the Centers. User shall diligently report to County any violations of this section and/or disruptive behavior by User or any of User's employees, volunteers, or agents.
- E. User shall at all times maintain proper and safe use of the equipment comprising the Premises in compliance with applicable provisions of this section, this Agreement, and applicable law.

- 2. **TERM.** The initial term of this Agreement shall commence on December 1, 2024 conditioned on User satisfying all of its obligations contained herein. The initial term shall end on November 30, 2025 with such rights of termination as are hereinafter expressly set forth. This Agreement may be extended for four (4) additional terms for a total period of less than five (5) years. In no event shall this Agreement extend beyond November 30, 2029. Renewals shall be exercised prior to the expiration of the term at the discretion of County. To be effective, amendments or addendums to extend this Agreement shall be approved for form by the Williamson County Attorney's Office and the Williamson County Department of Finance and signed by the Williamson County Mayor.

3. **FEE.** The parties agree that this Agreement shall consist of the mutual understandings contained herein as compensation. The parties agree that monetary compensation shall neither be expected nor received by any party. User shall be responsible for all of Users' costs associated with use of the Premises unless otherwise specified herein.
4. **GENERAL USE.** User shall use the Premises for its non-profit activities and in a manner that does not prevent or inhibit other uses of the Centers. User will not make or suffer any unlawful, improper, or offensive use of the Premises or any area of the Centers, or any use or occupancy thereof contrary to any law of the state or any ordinance of Williamson County, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the property or to increase the premium thereof.
5. **TERMINATION FOR CONVENIENCE.** Either party may terminate this Agreement at any time by giving written notice to the other party at least thirty (30) days prior to the date when such termination becomes effective. Said notice shall commence on the day after the date of mailing.
6. **TERMINATION FOR CAUSE.** Should User fail to fulfill, in a timely and proper manner, its obligations under this Agreement or if it should violate any of the material terms of this Agreement, County shall provide notice to User to cure the breach. User shall have ten (10) calendar days to cure the breach. Should User fail to cure the breach within the ten (10) days then County shall have the right to immediately terminate this Agreement and seek all available remedies. Such termination shall not relieve User of any liability to County for damages sustained by virtue of any breach by User.
7. **EFFECT OF TERMINATION.** User shall remove all equipment, vehicles, and personal property owned by User within ten (10) days of the date of termination.
8. **ASSIGNMENT AND SUBLETTING.** This Agreement cannot be assigned or subleased by either party without the express written permission of the other party.
9. **INSPECTION.** County reserves the right to enter and inspect the Premises in its discretion at any time.
10. **ALTERATIONS.** No addition, erection, installation, or other physical alteration of any Centers shall be made without the prior approval of County.
11. **REPAIR AND MAINTENANCE.** Unless otherwise provided herein, County shall maintain the Centers and appurtenances which it provides in good repair and condition including, but not limited to, the maintenance and repair of the elevator, fire any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all Premises are kept in good operating condition by the parties except in case of damage arising from a willful or negligent act of User, User's agent, invitee, or employee.
12. **INDEMNIFICATION.** County shall not be liable for any loss, damage, or injury to persons or property occurring, regardless of cause, in or about the Premises, and to the degree permissible by applicable law. User shall indemnify and hold County harmless from any and all such injuries and damages and shall defend any claims or legal action arising therefrom and pay all judgments resulting therefrom and shall reimburse County for all costs and expenses, including attorney's fees, paid or incurred by County as a result, either indirectly or directly of User's use of the Premises. However, this indemnity shall not apply to any loss or injury resulting from the negligent acts of User, its employees, or agents.
13. **INSURANCE.** User is self-insured for general liability in an adequately funded Self-Insurance Program up to the limits as set out by applicable law. The parties acknowledge User's self-insured program satisfies County's insurance requirements. User is urged to purchase and maintain property insurance for its property.

14. **PERMITS.** User, so long as it continues to use the Centers, shall maintain in good standing all permits, licenses, and other regulatory permissions that are required to satisfy User's obligations.
15. **EMPLOYMENT PRACTICES.** User shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities.
16. **ABANDONED PROPERTY.** Any property remaining on the Premises or any property stored by User which has not been claimed by User within ten (10) days after the expiration of this Agreement shall be deemed abandoned by User. At County's option, County may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at County's sole expense and risk. User hereby waives any right to claim the value thereof or damages therefore. User shall be liable to County for: (i) the cost incurred by County in disposing of or destroying the abandoned property and (ii) the cost of storing it if County elects to store it for User.
17. **APPROPRIATIONS.** All terms and conditions of this Agreement are made subject to the continued appropriations by the appropriate legislative body.
18. **HEALTH AND SAFETY.** User shall conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County and local laws, ordinances, codes, land fill regulations, and any other regulations as may be cited in this Agreement. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. User's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.
19. **SECURITY.** The parties' officers, employees, servants, agents, and guests shall comply with all security requirements of the Centers. Each party shall be diligent in keeping their area of the Centers secure and safe for the general public by observing security measures.
20. **HAZARDOUS MATERIAL.** User shall not bring upon the Premises any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the Williamson County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Premises.
21. **AMERICANS WITH DISABILITIES ACT.** User shall maintain the Premises in full compliance with all applicable federal, state or municipal laws, ordinances, rules, and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, any applicable provisions of The Americans With Disabilities Act, and all regulations and guidelines promulgated under any all of the foregoing, as the same may be amended from time to time.
22. **ASSUMPTION OF RESPONSIBILITY.** User assumes full responsibility for all persons acting on behalf of or through User with respect to User's use of the Centers, including User's employees, agents, and invitees. County assumes responsibility for all persons acting by or under direction of County with respect to its obligations of this Agreement, including County's employees, agents, and invitees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date listed below.

COUNTY: Williamson County, Tennessee	USER: Franklin eWaste LLC (DBA: City eWaste)
_____ Rogers Anderson, Williamson County Mayor	_____ Signature
_____ Date	_____ Print Name/Title
_____ Phoebe Reilly, Budget Director	_____ Date
_____ Mac Nolen, Solid Waste Director	
_____ Williamson County Attorney for Form	