

*Kevin Austin, Chairman of Board  
David Moxley, Vice Chairman  
Cliff Collins, Commissioner  
Marion Welborn, Commissioner  
Frank Zachary, Commissioner*



*Ed Powell, County Attorney  
Lisa Hughes, County Manager  
Tanya Gentry, Clerk to the Board*

## COUNTY MANAGER'S REPORT

### April 28, 2023

#### **Construction Costs**

As the Board has discussed in the past, operational and construction costs have risen drastically over the last two years. Soil & Water has issued an RFP for the repairs needed on the high-risk earthen dams. We have received a \$2,000,000 grant from the State for the engineering and construction repairs. The Request for Proposals issued did not yield any responses, even through several contractors attended the mandatory pre-bid meeting. The deadline was extended and we received 4 bids. The lowest bidder exceeds the available funding by approximately \$800,000. Schnabel Engineering is contacting the lowest bidder to break-down the costs per dam so we can assess all costs and we can change the scope if needed.

#### **GREAT Grant**

Zirrus is developing their next steps for implementing the GREAT Grant. The first step is marketing the project and they have asked the County, as its partner, to prepare letters that can be mailed to those in the targeted areas making them aware that fiber will be available to them in the near future. They will cover all costs related to the letters they have requested the County to prepare throughout the project. The letters will be on County letterhead and signed/approved by us before mailing. Zirrus' goal is to have fiber in 100% of Yadkin by 2026. They have also received an EDA grant to expand service into Boonville and south of Yadkinville. The EDA grant construction should begin the 1<sup>st</sup> quarter of 2024.

#### **Brooks Crossroads**

The Town is going to discuss the Brooks Crossroads project Monday night during their regular Board meeting. Being that the loan will require approval of the LGC, Lindsey scheduled a pre-app Teams meeting to discuss the project with them. They told us that given the rising construction costs, they do not take projects to the LGC approval until the bids have been received. In other words, while the estimated cost is \$4.87 million, they expect that the bids will come higher than that and additional funds may be needed. We reviewed us being on the distressed list, the history of our water and sewer fund, the fact that the water and sewer fund isn't self-sustaining and our lack of revenues for the project given our current lease arrangement with the Town. They did tell us that whoever operates the line(s) need to have sufficient rates to cover the debt service. In other words, the Town would have to increase the sewer rates high enough to cover the debt service and provide

the County those funds to pay the debt service (approximately \$200,000 per year). I had a conversation with Yadkinville Town Manager Mike Koser to advise him of the conversation we had with the LGC and he wants to call them to discuss options. We have scheduled a Teams meeting with Michael Goliber and Mike Slusher with Davis Martin and Powell Monday afternoon to discuss the situation.

### **Vehicles**

We lease several of our vehicles through Enterprise Fleet. These leases are for 5-years and include routine maintenance. Our account representative reviews all of our fleet, whether it is leased or not. They evaluate the miles on them, how often they are driven and when we should consider replacing them. We do not lease vehicles for Human Services, as vehicles leases are not reimbursable from the State like purchases are. The Sheriff's Office prefers not to lease vehicles at this time. Enterprise has identified several vehicles less than 6 years old that have not used any fuel this year. It could be that they are not using the fuel cards assigned to the vehicles or the vehicles are not in use. We will conduct an audit of these vehicles and verify the status of them.

### **Transfer Station**

The transfer station facility is having issues with the floor, wall, drains, etc. Exhibit A contains the most recent State report. Republic Services maintains that they are responsible for the walls, but not the floors that the County is responsible for the floor. However, in reading the contract, it states that the provider (Republic Services) "shall maintain and repair the County transfer station and all components thereof, including, but without limitation, the driving surface, tipping floor, loading bay, push walls, facility walls, ventilation equipment, fuel containment units, loading equipment, and any and all compaction equipment." The County is responsible for the road access, sanitary and storm sewer connections, utilities, grounds, etc. Therefore, I believe Republic is responsible for the floor repair as well.

### **Golden Leaf Community Based Initiative Grant**

Golden Leaf hosted the informational meeting about their Community Based Initiative Grant program for the Piedmont Triad area. Through these grants, the County Manager can recommend up to 4 applications, not to exceed \$2,000,000 total. Each County may receive funding for 3 applications, not to exceed a total of \$1,500,000. Local governments and 501(c) non-profits are eligible to submit applications. Their next meeting will be in May in Colfax.

### **Golden Leaf Intern**

Earlier in the fall, a student from Appalachian State University contacted us about doing an internship with us this summer. The intern will be paid through a Golden Leaf Grant that she has received, so we only need to provide the work and site. She is a psychology major and will work with Human Resources and Finance. They have submitted a site agreement for us to review and sign. It is in Exhibit B.

### ***Upcoming Dates***

The NCACC is partnering with NC Emergency Management and Duke Energy to offer a in-depth day-long training to prepare Commissioners and staff with knowledge, tools and resources to lead emergency situations. The training will be offered in Raleigh at the State Emergency Operations Center on **May 31, 2023**. If you are interested in attending, please let me know this week and we will register you.

**June 7 & 8**, the NCACC will host another Opioid Summit in Durham County. Registration is now open, so please let me know if you would like to attend this.

Lastly, the NCACC is hosting District meetings over the next several months and they have not provided a date for our District yet.

The NC City/County Managers' Conference will be June 22-24 in Wilmington, NC.



## EXHIBIT A

# FACILITY COMPLIANCE INSPECTION REPORT

## Division of Waste Management

### Solid Waste Section

**UNIT TYPE:**

Lined MSWLF		LCID	<b>X</b>	YW		Transfer	<b>X</b>	Compost		SLAS		COUNTY: Yadkin
Closed MSWLF		HHW		White goods	<b>X</b>	Incin		T&P		FIRM		PERMIT NO.: 9903T-TRANSFER-1994
CDLF		Tire T&P / Collection	<b>X</b>	Tire Monofill		Industrial Landfill		DEMO		SDTF		FILE TYPE: COMPLIANCE

**Date of Site Inspection:** April 18, 2023**Date of Last Inspection:** August 26, 2023**FACILITY NAME AND ADDRESS:**

Yadkin County Solid Waste Transfer Facility  
1149 Landfill Road  
Yadkinville, NC 27055

**GPS COORDINATES (decimal degrees):** Lat.: 36.181597° Long.: -80.638101°**FACILITY CONTACT NAME AND PHONE NUMBER:**

Name: Keith Cain, Solid Waste Director – Yadkin County  
Telephone: (336) 244-8490  
Email address: kcain@yadkincounty.gov

**FACILITY CONTACT ADDRESS:**

Yadkin County Solid Waste Transfer Facility  
1149 Landfill Road  
Yadkinville, NC 27055

**PARTICIPANTS:**

Keith Cain, Solid Waste Director – Yadkin County  
Gary Wyatt Earp, Transfer Station Operator – Hilco Transport, Inc.  
Robert Pike, Environmental Senior Specialist – Solid Waste Section

**STATUS OF PERMIT:**

Life of Site Permit to Operate Issued: November 5, 2018

**PURPOSE OF SITE VISIT:**

Comprehensive Inspection

**STATUS OF PAST NOTED VIOLATIONS:**

None.

**OBSERVED VIOLATIONS:**

None.

The item(s) listed above were observed by Section staff and require action on behalf of the facility in order to come into or maintain compliance with the Statutes, Rules, and/or other regulatory requirements applicable to this facility. Be advised that pursuant to N.C.G.S. 130A-22, an administrative penalty of up to \$15,000 per day may be assessed for each violation of the Solid Waste Laws, Regulations, Conditions of a Permit, or Order under Article 9 of Chapter 130A of the N.C. General Statutes. Further, the facility and/or all responsible parties may also be subject to enforcement actions including penalties, injunction from operation of a solid waste management facility or a solid waste collection service and any such further relief as may be necessary to achieve compliance with the North Carolina Solid Waste Management Act and Rules.



# FACILITY COMPLIANCE INSPECTION REPORT

## Division of Waste Management

### Solid Waste Section

#### **ADDITIONAL COMMENTS**

1. All photos were taken by Robert Pike during the inspection on April 18, 2023.
2. The facility is a MSW transfer station, which is also permitted to accept white goods, scrap metal, scrap tires, electronics and televisions, used oil and oil filters, cardboard, and commingled recyclables. The facility permit includes a small LCID landfill and the acceptance of land clearing and inert debris and yard waste.
3. The transfer facility is owned by Yadkin County, which contracts with Republic Services to operate the transfer station. Republic Services subcontracts with Hilco Transport, Inc. to operate the facility and to transport the waste to the disposal site.

#### **Records Review:**

4. The Permit to Operate and the approved Operations Plan are kept in the scale house and are available for review upon request.
5. Tonnage records are stored at the scale house and are available for review upon request. Tonnage records indicated that from January 1, 2023, through March 31, 2023, the facility has accepted 7,220.50 tons of waste.
6. Waste screening is handled by the transfer station operator, Gary Earp, and the records are maintained in the office located at the transfer station building. Records from August 25, 2022, through April 17, 2023, were reviewed. Records indicated that the facility was meeting the required waste screening as outlined in the permit.
7. The facility contracts Pace Analytical to conduct monthly leachate testing, based on an agreement with the City of Yadkinville Wastewater Treatment Plant for leachate disposal. Records were reviewed from August 2022 through March 2023 and are maintained at the scale house.
8. Scrap tire certification forms are maintained at the scale house and are available for review upon request. Records were reviewed from August 2022 through March 2023 and were completed as required.
9. Cover logs for the LCID were reviewed from August 2022 through March 30, 2023.
10. Landfill gas monitoring records for the closed MSW and C&D landfills were reviewed during the transfer station inspection. Groundwater records are provided to the Solid Waste Section semi-annually and are available for review online. Monitoring reports dates from March 2022 through March 2023 were reviewed onsite.
11. Transfer station cleaning records are maintained in the transfer station building office. Records through April 18, 2023, were reviewed.
12. The following NCSWANA Transfer Station Operations Specialist certifications were reviewed:
  - a) Keith Cain – expires 6/24/2024
  - b) Jared Gilliam – expires 3/9/2025
  - c) Curtis Davis – expires 9/3/2024
  - d) Gary Earp – expires 10/16/2024
13. The following NCSWANA Certified Manager of Landfill Operations:
  - a) Keith R. Cain – expires 11/23/2024

#### **Field Inspection:**

14. The entire facility was observed to be clean and well-maintained. Windblown litter was not observed, with Mr. Cain stating that facility staff collect litter daily.
15. Access roadways are of all-weather construction and in good condition.
16. Proper signage was posted at the facility entrance.
17. The site is secured by perimeter fencing and access is controlled by a locking gate.
18. Residents with household recyclables or small loads of bagged trash use the small convenience area located across the access road to the east of the scale house. Residents are obliged to show the attendant a decal indicating that they are allowed access to the convenience center. All customers without decals cross the scales and pay for disposal by weight. The convenience area was observed to be clean and well maintained.
19. The county operates a small LCID landfill located between the transfer station roadway and the closed MSW landfill. The tipping area has adequate space to allow residents and facility staff to maneuver safely. No



# FACILITY COMPLIANCE INSPECTION REPORT

## Division of Waste Management

### Solid Waste Section

unacceptable waste was observed in the working face. Mr. Cain stated that the county was working on plans to add an access roadway to the LCID to move the tipping area.

20. The scrap metal and white goods collection area is located north of the scale house and consists of several concrete bunkers. The scrap metals had been loaded into one of the two roll-off containers located next to the concrete bunkers for transport. No white goods were observed on site at the time of the inspection.
21. At the furthest end of the concrete bunkers an oil collection tank is contained within a concrete pad. Mr. Cain stated that Noble Oil collects the oil regularly from both this tank and from the convenience center where oil filters are collected. The tank was observed to be in good condition with no visible leaks. During the previous inspection an area of contaminated soil was observed outside of the concrete containment. The contaminated soil had been removed and regraded.
22. A covered concrete pad is used as the drop off point for computer equipment and televisions. Facility staff sort and palletize these items in preparation for pick up by Synergy Electronics Recycling. The drop-off area appeared to be well maintained.
23. A container for cardboard collection was observed just north of the electronic drop off area. The area was observed to be well maintained and clean.
24. Scrap tires are collected and stored in trailers North of the cardboard collection area. Three trailers were parked in the area. The trailers were observed to be in good condition.
25. Empty transfer trailers were parked along the access roadway approaching the transfer station. The trailers were observed to be in good condition with no obvious holes or leaks.
26. The entrance and area surrounding the transfer station were observed to be clean.
27. The tipping floor was inspected. There were no cracks observed on the surface; however, the tipping floor surface is rough as noted in the Transfer Station Assessment Report dated June 21, 2021.
28. The push walls were found to be in the same condition as previously noted in the assessment report.
29. The cracked condition previously observed on the entrance ramp to the tipping floor has worsened since what was previously reported in the assessment and noted in the previous facility inspection. As stated in the report these cracks potentially allow leachate to enter the subsurface. **Therefore, there is also a potential for leachate to be released into the environment. To ensure that leachate is not released these repairs need to be completed.** Mr. Cain stated that Republic Services are in the process of bidding out the repairs to contractors. Please provide information as to when repairs to the entrance ramp will be made.



*Photo of the damaged concrete at the entrance of the transfer facility.*



# FACILITY COMPLIANCE INSPECTION REPORT

## Division of Waste Management

### Solid Waste Section

30. Waste is dumped onto the tipping floor where facility staff conduct waste screenings for any unacceptable waste.
31. The interior walls of the transfer station appeared to be clean with Mr. Earp stating that he washes down the interior walls every two weeks with a pressure washer. Hilco cleans the side walls and any material storage areas twice a year.
32. A fire extinguisher and water hose are located near the entrance of the tipping floor so that they are readily available for fire control.
33. The leachate collection system is designed to direct all liquids to the loading bay where a floor drainpipe transports the leachate to a 500-gallon storage tank. The leachate storage tank was observed to be clean with no evidence of leaks. The facility staff stated that the leachate tank is usually pumped every Tuesday.
34. A fire extinguisher and water hose are located near the entrance of the tipping floor so that they are readily available for fire control.
35. The outside walls of the transfer facility are still damaged, which may allow waste to escape from the walls. The walls have had metal added to prevent any waste from escaping. No waste was observed outside the walls during the inspection. Yadkin County is in the process of bidding out the contract to start working on making repairs to the facility. Mr. Cain stated that the facility will be getting a new scale house, repair the walls of the transfer station, along with other improvements to the site.

Please contact me if you have any questions or concerns regarding this inspection report.

**James R. Pike** Digitally signed by James R. Pike  
Date: 2023.04.24 14:30:29 -04'00'

Phone: 336-776-9672

Robert Pike  
Environmental Senior Specialist  
***Regional Representative***

<b>Sent on:</b> April 24, 2023	<input checked="" type="checkbox"/>	Email		Hand delivery		US Mail		Certified No. <u>  </u>
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Copies: Deb Aja, Western District Supervisor - Solid Waste Section

**Golden LEAF Rural Internship Initiative  
Internship Site Agreement**

This Internship Site Agreement (“Internship Site Agreement”) is made between The Golden L.E.A.F. (Long-term Economic Advancement Foundation), Inc. (“Customer”), Kelly Services, Inc. (“Kelly”), and \_\_\_\_\_ (Internship Site).  
Full Internship Site Name \_\_\_\_\_

1. Assignment of Payroll Service Employees. Kelly will place individuals as determined by Customer and the Internship Site on Kelly’s payroll as Kelly payroll service employees (known as “Payroll Services”) to perform services on behalf of the Internship Site under Internship Site’s operational supervision.
2. Employment Relationship with Kelly Payroll Service Employees. As the provider of Payroll Services, Kelly will be the employer of record for Kelly payroll service employees (“Payroll Service Employees”) assigned to Internship Site and will be responsible for the services listed below.
3. Internship Site will be responsible for controlling the environment in which Kelly Payroll Service Employees perform their work, the details of their work, and their work product, and for the business-related responsibilities below. Customer, as the payment agent and facilitator of the Payroll Services, will be responsible for payment and other responsibilities below.

**A. Kelly’s Responsibilities.** Kelly will:

1. Assure that Kelly Payroll Service Employees and Internship Sites complete the Kelly hiring process and related requirements of Customer and determine if candidates meet Kelly hiring requirements;
2. Assign each Payroll Service Employee retained for Payroll Services to an Internship Site on an exclusive basis;
3. Require Kelly Payroll Service Employees to adhere to Customer’s Expense and Travel policies and procedures if applicable to their assignment and require the employee’s understanding of the requirements in writing;
4. Pay Kelly Payroll Service Employees for all hours worked;
5. Provide workers’ compensation benefits and coverage for Kelly Payroll Service Employees;
6. Pay or withhold payroll taxes and individual income taxes and pay insurance premiums and fulfill its obligations for unemployment compensation as legally required;
7. Maintain Kelly Payroll Service Employees’ personnel and payroll records related to their employment by Kelly;
8. Comply with laws, rules or regulations applicable to providers of staffing services;
9. Require Kelly Payroll Service Employees to agree in writing to protect the confidentiality of Internship Site’s proprietary information;
10. Require Kelly Payroll Service Employees to execute agreements that Internship Sites may request with regard to intellectual property developed by them in performance of their work for Internship Sites;
11. Require Kelly Payroll Service Employees to acknowledge in writing that they have no right to participate in Internship Site’s employee benefit plan;
12. Require Kelly Payroll Service Employees to comply with all rules and policies of Internship Sites (e.g., those relating to confidential information access and security);
13. Require Kelly Payroll Service Employees to read and sign the Assignment Acknowledgment Form if applicable;

14. Make legally required employment law disclosures to Kelly Payroll Service Employees; and
15. Initiate a Background Screening per the Internship Site's requirements and pass through the costs for Unfavorable results.

Customer may arrange to review Kelly's records as necessary to confirm that Kelly is performing these services. Customer agrees to maintain the confidentiality of records it reviews.

**B. Internship Site Responsibilities.** Internship Sites will:

1. Provide Kelly with all information and documentation necessary to complete the required personnel and payroll records;
2. Establish and communicate to the Kelly Payroll Service Employees any procedures with respect to their assignment and establish reasonable procedures for the timely submission and approval of hours worked;
3. Establish and communicate to the Kelly Payroll Service Employee their schedule as it relates to their assignment;
4. Provide Kelly with immediate notice of any injury suffered by a Kelly Payroll Service Employee;
5. Use the Kelly Payroll Service Employees only in assignments that match the job descriptions for which Kelly assigns them;
6. Notify Kelly promptly when the assignment/employment of a Payroll Service Employee has ended;
7. Provide adequate internal controls, supervision, and instructions for the Kelly Payroll Service Employees, and be responsible for their conduct including when they are required to handle cash, confidential or credit card information, trade secrets, valuables, or similar property;
8. Be responsible for any security breaches, unauthorized access, inappropriate or non-productive information system usage, data corruption, confidentiality breaches or other types of losses related to the use of or access to Internship Site information systems;
9. Review and approve, by signature or electronic means, a record of time worked by Kelly's Payroll Service Employees. Internship Site will also designate a representative to approve the record. If an Internship Site representative is unavailable, Kelly's representative responsible for the Internship assignment (or other Kelly representative authorized by Internship Site), may approve the record on Internship Site's behalf.
10. Be responsible for the conduct of its own officers, employees, and agents; and
11. Comply with duties imposed on it by law, rule, or regulation.

**C. Customer Responsibilities:**

1. Be responsible for any security breaches, unauthorized access, inappropriate or non-productive information system usage, data corruption, confidentiality breaches or other types of losses related to the use of or access to Customer information systems;
2. Be responsible for the conduct of its own officers, employees, and agents;
3. Comply with duties imposed on it by law, rule, or regulation;
4. Approval of Time Worked. Customer agrees to review and approve, by signature or electronic means, an invoice from Kelly reflecting time reported by the Internship Sites to be worked by Kelly's Payroll Service Employees. Customer will also designate a representative to approve the invoice. Kelly and Customer acknowledge that Internship Sites will have direct knowledge and oversight of the hours worked by Kelly's Payroll Service Employees. Kelly and Customer will use reasonable efforts to develop a procedure to secure approval by each Internship Site a record of hours worked by Kelly payroll services employees;
5. Payment Terms. As payment agent for this Internship Site Agreement, Customer shall pay Kelly for all services invoiced 30 days from invoice date.

**Insurance Including Workers' Compensation Coverage.** Kelly will maintain during the term of this Internship Site Agreement at least the following types and limits of insurance or other coverage:

Workers' compensation on the Kelly Temporary Employees, in amounts no less than required by law; and 2. Employer's liability insurance with a limit of US\$1,000,000 or its local currency equivalent.

Kelly will provide Customer and Internship Sites with certificates of this insurance coverage upon request.

### **Billing.**

1. **Invoices.** Kelly will invoice Customer on a bi weekly basis for services performed by Payroll Service Employees at agreed upon markup over employee's hourly pay rate.
2. **Internship Site and Customer understand and agree that in the event Kelly is not paid by Customer for Services, this Internship Site Agreement may be terminated by Kelly as set forth below.**
3. **Taxes.** Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate adjustments.
4. Customer agrees that Payroll Service Employee hourly pay rate will be adjusted by KELLY annually and, additionally, to reflect increases in wage and/or related tax, benefit, and other costs as the result of any legislative change, agency guidance, or determination, order or action by or under any applicable governmental authority, insurance or benefit program (including, but not limited to, increases in costs for KELLY to comply with the provisions of recent laws or related guidance). Adjustments will be applied as of the effective date of the increased tax, benefit, or cost. KELLY will also adjust pricing for changes in sales, use, VAT, or gross receipts taxes. Such increases will be applied retroactively, if necessary. In addition, Customer agrees to be responsible for any adjustments to wages or benefits required relating to work performed subject to the Service Contract Act.
5. **Overtime.** KELLY Payroll Service Employees are paid overtime if KELLY determines overtime pay is legally required. Unless legally required, KELLY will not approve overtime rates for KELLY payroll services employees. Overtime rates will be calculated by applying to KELLY's bill rate the same overtime multiple as KELLY is required to apply to the KELLY Payroll Service Employee's pay rate.

**Record Of Time Worked.** Internship Site agrees to review and approve, by signature or electronic means, a record of time worked by Kelly's Payroll Service Employees. Internship Site agrees that it will not allow Interns to work overtime. Internship Site will also designate a representative to approve the record. If an Internship Site representative is unavailable, Kelly's representative responsible for the Internship assignment (or other Kelly representative authorized by Internship Site), may approve the record on Internship Site's behalf. Kelly and Customer can audit Internship Site's records involving Payroll Service Employees and any time recording records upon reasonable notice.

### **Indemnification.**

1. Kelly shall indemnify and hold harmless Internship Site from losses, damages, causes of actions, demands, suits, liabilities, and costs (including reasonable costs and attorney's fees) (collectively, "Claims") resulting from (i) the material breach of Kelly's obligations under this Internship Site Agreement; (ii) Kelly's failure to comply with any applicable laws and regulations or the like related to this Internship Site Agreement; and (iii) any unauthorized access to, use or disclosure of, or reasonably suspected access to or use or disclosure of any Confidential Information while in the possession of Kelly including a data breach. Internship Site shall indemnify and hold harmless Kelly and Customer from losses, damages, causes of actions, demands, suits, liabilities and costs (including reasonable costs and attorney's fees) resulting from (i) the material breach of Internship Site's obligations under this Internship Site Agreement; (ii) Internship Site's failure to comply with any applicable laws and regulations or the like related to this Internship Site Agreement; and (iii) any unauthorized access to, use or disclosure of, or reasonably suspected access to or use or disclosure of any Confidential Information while in the possession of Internship Site including a data breach.
2. Customer shall indemnify and hold harmless Kelly from any infringement to third parties' intellectual property rights (directly, by inducement or otherwise) with respect to any claim of intellectual property infringement caused by Customer's use of a work product that is based upon, is a derivative of, combines with existing

materials not supplied or approved by Kelly.

3. Internship Site and its affiliates shall indemnify and hold harmless Kelly from any infringement to third parties' intellectual property rights (directly, by inducement or otherwise) with respect to any claim of intellectual property infringement caused by Internship Site's use of a work product that is based upon, is a derivative of, combines with existing materials not supplied or approved by Kelly.
4. To obtain indemnification, the Indemnified Party shall provide the Indemnifying Party with (i) prompt written notice of any Claim (but in any case within ten (10) days of the Indemnified Party's knowledge thereof), (ii) control of the defense or settlement thereof, and (iii) information and reasonable assistance in such defense or settlement. The Indemnifying Party may settle a claim without the Indemnified Party's consent only if the Indemnified Party is not required to incur any liability or expense as a result of such settlement. The Indemnified Party, at its own expense, has the right to employ its own counsel and to participate in any manner in the defense against any Claim for which indemnification is available under this Section.

**Limitation Of Liability.** As commercial parties intending to establish a mutually beneficial payroll service relationship, Kelly, customer, and internship site each acknowledges that the following limitations form an essential part of their agreement. Kelly's entire liability to customer or internship site will not exceed proven direct damages or \$10,000 per occurrence, whichever is less. Neither Kelly, internship site nor customer will be liable for special, indirect, or consequential damages, or loss of profits, revenues, or goodwill arising out of this internship agreement regardless of the basis of the claim.

**Term.** This Internship Site Agreement will continue in force until thirty days after the conclusion of the Kelly Payroll Services Employee's position at the Internship Site. Kelly may terminate this Internship Site Agreement for non payment following written notice to both other parties in the event of nonpayment if the nonpayment remains uncured for (i) a period of ten (10) days following written notice or (ii) more than twice in any billing period. Additionally, any of the parties may give thirty days' written notice of termination for convenience as well. Termination of this Internship Site Agreement will end the Payroll Service relationship, but this Internship Site Agreement will continue to govern the parties' rights and obligations with respect to the business done before termination. The Term of this Internship Site Agreement may be renewed or extended by mutual written agreement of the parties.

**Notices.** Notices or communications required by this Internship Site Agreement must be in writing and mailed (including electronic transmission) to the person indicated in the signature block below.

**Independent Contractor.** Nothing in this Internship Site Agreement makes any party an agent, partner, or joint venturer of any other party.

**Governing Law.** The laws of Michigan will govern this Internship Site Agreement, without regard to its conflicts of laws rules.

**Force Majeure.** No party will be responsible for failure or delay under this Internship Site Agreement because of force majeure events or other causes beyond its control.

**Severability; Waiver.** The invalidity or unenforceability of any provision of this Internship Site Agreement shall not affect the validity or enforceability of any other provision of this Internship Site Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Internship Site Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

**Entire Agreement.** This Internship Site Agreement (including any attachments) contains all of the terms between Customer, Internship Site, and Kelly on the subject of payroll services for the jobs and locations specified; it replaces all prior agreements and representations on the subject. Modifications to this Internship Site Agreement must be in writing and signed and dated by all parties. Forms that may be used by the parties in their staffing relationship such as purchase orders, time cards, and invoice recitals will not supersede, supplement, modify, or control this Internship Site Agreement.

**Internship Site**

Lisa Hughes

Printed Name

Signature

Date

**Golden LEAF Foundation**

Printed Name

Signature

Date

**Kelly Services**

Printed Name

Signature

Date