RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
LANSING

STEVEN H. HILFINGER
DIRECTOR

February 3, 2012

Ms. Marlene K. Hopp
Otsego County Grant Administrator
225 West Main Street, Room 213
Gaylord, MI 49735

RECEIVED
FEB 09 2012

RE: 2012 Otsego County Survey and Remonumentation Grant

Dear Ms. Hopp:

The 2012 Survey and Remonumentation Grant Application submitted by Otsego County has been reviewed and approved by the State Grant Administrator.

Enclosed is your copy of the 2012 Grant Agreement along with 2 extra copies of the signature page. **PLEASE RETURN** the 2 extra signature pages (original signatures) to our office **no later than August 31, 2012** when signed by the County Grant Administrator. The 40 percent start-up payment will be processed upon receipt of the 2 signature pages of the Grant Agreement.

A **Progress Report** for a second payment up to 45 percent of the total State grant may be submitted any time **after June 30, 2012 and prior to October 1, 2012.** Expenditure documentation is required as specified in the grant agreement; however, corner and state plane coordinate records do not need to be submitted with the Progress Report. A **Completion Report** may be submitted any time **after June 30, 2012 but must be submitted no later than February 28, 2013.** Completion payments are contingent upon review and approval of all work program and expenditure documentation as specified in the grant agreement and the Eligible Expense Documentation Requirements dated January 20, 2012.

PLEASE NOTE: Any expenditures submitted for corners completed that are not original public land survey corners, originally established and monumented by the U.S. government, will not be reimbursed from the grant. It is recommended that a copy of the grant agreement be provided as an attachment to the County's contract with all monumentation surveyors.

If you have any comments or questions, please contact our office at 517-241-6321, e-mail johnstonn@michigan.gov.

Sincerely,

Chris Beland, P.S., Director
Office of Land Survey and Remonumentation

cc: Ronald C. Brand, P.S., County Representative

RECEIVED
FEB 09 2012

GRANT NO. **BCC 12-69**

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
AND
OTSEGO COUNTY

GRANTEE/ADDRESS:

Contact Name	**Marlene K. Hopp**
Organization Name	**County of Otsego**
Address	**225 West Main Street, Room 213**
City, State, Zip	**Gaylord, MI 49735**
Telephone:	**(989) 731-7570**
FAX:	**(989) 731-7599**

GRANT ADMINISTRATOR/ADDRESS:

Chris Beland, P.S., Director
Office of Land Survey and Remonumentation
Department of Licensing and Regulatory Affairs
P.O. Box 30704
Lansing, MI 48909

GRANT PERIOD:

From **01-01-2012** to **12-31-2012**

TOTAL ANNUAL PROJECT BUDGET FOR WORK IN CALENDAR YEAR 2012:

Federal Contribution:	
State Grant Amount:	**$32,912.00**
County Cash Contribution:	
Expedited	
- Reimbursement for Past Expedited Expenditures:	
2012 TOTAL ANNUAL PROJECT BUDGET:	**$32,912.00**

ACCOUNTING DETAIL: Index **48070** / PCA **02935**
Fed I.D. No. **386004882**

GRANT

This is Grant # **BCC 12-69** between the Department of Licensing and Regulatory Affairs (Grantor), **Otsego County** (Grantee) subject to terms and conditions of this Agreement (Agreement).

1.0 Statement of Purpose

1990 PA 345, (hereinafter, "the Act"), states that the State may offer the Grantee an annual grant amount subject to the terms and conditions of this Agreement. Under the Act, a separate grant amount may be offered to the Grantee each year hereafter. The grants offered by the State are intended to provide for survey and remonumentation of the public land survey corners and other activities in accordance with said Act and in accordance with the Grantee's Survey, Monumentation and Remonumentation Plan (hereinafter, "County Plan") as approved by the Director of the Department of Licensing and Regulatory Affairs.

The grant offered will be for the County's annual work program as approved by the State Survey and Remonumentation Grant Administrator and as set forth in the Application for a Survey and Remonumentation Grant attached to and made a part of this Agreement (Attachment A) that proposes the work for the calendar year ending December 31, 2012.

When remonumentation has been completed and the annual work program is limited to only perpetual monument maintenance, grant amounts in excess of the annual work program expenditures may be used to reimburse the county for expediting their program under Section 8 (6) of 1990 PA 345.

The Grantor's final share of expenditures will be paid out as established in the grant application Total Annual Budget. The Grantee agrees that the state grant amount and any county contribution amount must be totally expended prior to expending any expedited funds.

Alternatively, up to 50 percent of the state grant amount may be used to reimburse the county for past eligible expenditures to expedite the county's work program under Section 2567a (4) of 2002 PA 700. Reimbursement may be for eligible expenses incurred in prior years but not before January 1, 1991.

The grant amount may include an increase based upon a county contribution of the state grant formula. Counties may not receive both an increased grant amount and also repayment of expedited county funds for the same county expenditure.

Funds will be made available for the Grantee's eligible expenses during this period or eligible expenses in expediting the remonumentation in accordance with the terms and conditions of this Agreement.

1.1. Statement of Work

The Grantee agrees to undertake, perform, and complete the following. These services are more specifically described in the Grant Application, Attachment A.

A. The Grantee shall submit reports and/or documents as may be specified in this agreement and other reports that may be requested by the Grant Administrator. These reports, at a minimum, shall consist of the following:

   1. A Work Progress Report or Completion Report for the grant period documenting the work completed and expenditures incurred in a format prescribed by the Office of Land Survey and Remonumentation, accompanied by the following:

      a. Work accomplished during the reporting period and work to be completed during any subsequent reporting period with the following supporting documentation for work completed:

         1) A written narrative of the total work accomplished during the grant year, including an explanation for any additional work completed that was not specified in the approved annual work program any work not completed that was specified in the approved work program, and any changes in an approved line item of the budget. **Note: Not applicable for a work progress report.**

         2) A copy of all Peer Group meeting minutes with a list of each member's company affiliation, if any (Completion Report only).

         3) Invoices

            i. An invoice from all peer group members, each monumentation surveyor or service provider, for all supplies and purchases, including a breakdown of any county costs charged to the program.

            ii. Invoices shall be broken down by Work Progress/Completion Report line item (Research/Monumentation, Monumentation Supplies, Setting of Coordinates, etc.)

            iii. Monumentation work is to be itemized by corner code, town and range.

         4) General Ledger

            i. The County Treasurer's print-out of the State Survey and Remonumentation Fees grant account as required by the State Department of Treasury or equivalent ledger providing a detailed history of all transactions posted to the grant.

ii. The ledger must provide an itemized record of all expenditures incurred by the county, including administrative and/or overhead expenses. If not itemized in the ledger, a separate salary and fringe benefits report be also be submitted for all administrative staffing expenditures incurred.

iii. All expenditures on the county ledger will be identified to reference the Work Progress/Completion Report line item to which they are posted.

5) A copy of the recorded Land Corner Recordation Certificate (LCRC), prepared in compliance with 1970 PA 74 and in the format provided by R339.17403, Professional Board of Surveyors Administrative Rules, for each corner submitted, stamped/signed by the county representative/surveyor, and reflecting the date of peer group meeting at which the corner was ratified. If a corner is common to more than one township, provide a full-size copy of the LCRC for each township and identify the common corner(s) (Completion Report only).

6) The Grantee's corner LCRC data submitted to the State on the web-based Remonumentation System (Completion Report only).

7) A corner marker and accessories site inspection report if under a perpetual monument maintenance work program (Completion Report only).

8) The Grantee's corner MCS83 report for state plane coordinate work submitted as outlined in MCS 83 Data Uploads from Counties (Completion Report only).

9) A paper copy of each Mark Recovery Report (recovery report of published control stations) entered on the NGS web site on the Internet (Completion Report only).

10) A paper copy of the report for each unpublished control station. Unpublished control stations are to be reported in a format similar to the old DDPROC report. While this program does not require that each control station be blue-booked, it does require that an inventory be maintained (Completion Report only).

2. State plane coordinate data:

a. All surveys for establishing state plane coordinate values for public land survey corners shall conform to the County Plan and/or be performed to meet the published minimum standards and specifications of the FGCS.

i. The standard deviation at 95 percent confidence level shall not exceed 0.125 international feet unless otherwise conforming to an approved county plan. In no case shall the relative error, expressed as a ratio, exceed 1 part in 10,000.

ii. The surveyor responsible for the state plane coordinate work shall submit: 1) the final adjusted coordinates; 2) a print-out of the final coordinates and the least square adjustment performed to determine the MCS83 coordinate values; and 3) FGCS and/or county plan compliance certification to the Grantee along

with the following redundant measurements: independent measurements shall be made, using a different equipment configuration and/or technique from that originally used, between adjacent corners to compare with the final adjusted distance from the least squares adjustment program. These independent measurements shall be performed on a randomly selected minimum of 5 percent of quarter corner-section corner (half mile) or section corner-section corner (full mile) distances originally measured and adjusted.

iii. The difference between any check measurements and the adjusted values shall not exceed 100 parts per million.

iv. For projects where two or more surveyors are working in adjacent contract areas or where separate least square adjustments are made to establish state plane coordinates, the surveyors shall include in their survey 30 percent of all corners along the common boundary between their own contracted survey area and the adjacent contracted survey area. One set of coordinates shall be established at each corner by a contracted surveyor and the surveyor working in the adjacent area shall verify the coordinates to within the tolerances described above for each coordinate component. The standards and procedures in this paragraph shall also be followed along county lines.

B. MCS83 state plane coordinates reported by the Grantee shall be submitted in the electronic format outlined in the document, MCS 83 Data Uploads from Counties and contain the following information:

1. The date of the survey and Geodetic Reference Spheroid Model (Adj Year) used in adjusting and determining state plane coordinates.

2. The adjusted MCS-83 North coordinate value in international feet to two decimal places and the adjusted MCS-83 East coordinate value in international feet to two decimal places.

3. The positional tolerance of that corner or station expressed as the standard deviation (95 percent confidence level) in the North coordinate value and the East coordinate value in international feet to two decimal places.

4. The Zone as defined in Act 9 of the Public Acts of 1964 as amended by Act 154 of the Public Acts of 1988.

5. The combined grid factor for that station to be used to convert grid distances to horizontal distances.

6. The Permanent Identification Number (the published NOAA/NGS PID) for the nearest First or Second Order horizontal geodetic control station from which the state plane coordinates were determined. Unpublished control stations are to be reported in a format similar to the old DDPROC reports with a paper copy provided. The station designation

(name) should be entered in the Memo field of the database rather than the PID field for published NGS stations.

7. The contracting professional surveyor responsible for the state plane coordinate work shall certify that the coordinates have been established and determined in conformance with the published FGCS standards and/or specifications of an approved county plan. The certification provided must be at least equivalent to the sample state plane coordinate certification provided by the Office of Land Survey and Remonumentation.

8. The method of survey utilized to determine coordinate values.

9. The contracting professional surveyor's name, license number, firm name and address.

10. The mean sea level elevation of the corner and the datum used. If mean sea level elevation is not available for a corner, then ellipsoid elevations are permitted.

C. Kinematic methods, whether real-time kinematic or post-processed kinematic, do not currently meet any published FGCS standard or specification for geodetic work and are not eligible for reimbursement under this grant program unless in conformance with an approved county plan.

1.2 Detailed Budget

A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.

B. The Grantee agrees that all funds shown in Attachment A are to be spent as detailed in Attachment A. Changes in any approved line item of the Budget less than 5 percent do not require prior written approval, but Grantee must provide notice to the Grant Administrator **at the time the need for change occurs**. Changes in a line item equal to or greater than 5 percent will be allowed only upon prior review and written approval by the Grant Administrator.

1.3 Payment Schedule

A. The maximum amount of grant assistance offered is **$32,912.00.** An advance of **$13,164.80** (40% of the State grant) shall be made to the Grantee upon receipt by the Grant Administrator of a signed Agreement and a request for advance from the Grantee.

B. The County Grant Administrator may submit a work progress report after July 1, 2012 but no later than September 30, 2012.

C. After receipt and approval of the work progress report by the Grant Administrator, a second payment of up to an additional 45 percent of the state grant amount (based upon actual expenditures) may be paid to the grantee. In counties with an approved expedited county plan, the total of the start-up payment and progress report payment is limited to 85 percent of the total approved state grant. The remaining portion of the state grant amount may be paid upon receipt and approval of the completion report.

D. The County Grant Administrator may submit the completion report after July 1, 2012. Payment of the remaining grant balance (based upon actual expenditures) may be made after the Grant Administrator has received and approved the completion report. The final report is also contingent upon the submission of all documentation of grant fund expenditures as well as work program records reported by line item and work program category and compared to the approved Budget.

E. Progress and/or completion payments may be withheld for incomplete, missing, or documentation not in compliance with 1990 PA 345 and 1970 PA 74.

1.4 Monitoring and Reporting Program Performance

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.

B. Monthly Reports. The Grant Administrator may request monthly performance reports that briefly present the following information:

1. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.

2. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.

3. Statement concerning any significant deviation from previously agreed-upon Statement of Work.

C. A Final Report is required.

1. Grantee will submit one copy of the final report no later than February 28, 2013 for review by the Grant Administrator.

2. The final report will include the following information:

   a. A summary of the project implementation plan and any deviations from the original project as proposed.
   b. Coordinated efforts with other organizations to complete the project.

e. Financial expenditures of grant money and other contributions to the project.

g. Actual expenditures compared to the Budget in this Agreement, including a narrative justification for all discrepancies.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for **ANY** major project change **OR CHANGE GREATER THAN 5 PERCENT OF THE APPROVED BUDGET FOR ANY LINE ITEM** from the Grant Administrator. **GRANTEE MUST PROVIDE NOTICE OF ANY CHANGE LESS THAN OR EQUAL TO 5 PERCENT AT THE TIME THE NEED FOR A CHANGE OCCURS.**

2.2 Record Retention

The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven (7) years or greater as provided by law following the creation of the records or documents.

2.3 Project Income

All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation, including, but not limited to, copies of invoices for all services provided, Survey and Remonumentation fund printout or equivalent general ledger copies, and applicable payroll records. The expenditure of state funds shall be reported by line item and work program category and compared to the Budget.

2.7 Audit

A. The Grantee agrees that the State may, upon 24-hour notice, perform an audit and/or monitoring review at Grantee's location(s) to determine if the Grantee is complying with the requirements of the Agreement. The Grantee agrees to cooperate with the State during the audit and/or monitoring review and produce all records and documentation that verifies compliance with the Agreement requirements. The Grantor may require the completion of an audit before final payment.

B. If the Grantee is a governmental or non-profit organization, then Grantee is required to submit a Single Audit report to all agencies that provided federal funds to the entity during the fiscal year being audited.

C. If the Grantee is a commercial or for profit organization which is a recipient of Workforce Investment Act Title I funds and expends more than the minimum level specified in Office of Management and Budget (OMB) Circular A-133 ($500,000 as of June 27, 2003), then the Grantee must have either an organization-wide audit conducted in accordance with A-133 or a program specific financial and compliance audit conducted. Section .320(a) of OMB Circular A-133 states the Single Audit report must be submitted to the Grantor within 30 days after the completion of the audit, but no later than 9 months after the end of the Grantee's fiscal year.

2.8 Competitive Bidding

A. The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. The Grantee's contractors and/or subcontractors shall be selected in compliance with Qualification-Based Selection as set forth in House Concurrent Resolution No. 206 (June 1987).

B. All contracts should be negotiated to the extent that such negotiation is possible.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Intellectual Property

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

3.2 Safety

The Grantee, all contractors, and subcontractors are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all applicable laws and building and construction codes shall be observed. The Grantee, contractors, and every subcontractor are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3 Indemnification

A. Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.
B. To the extent permitted by law, the monumentation surveyor shall indemnify, defend and hold harmless the State and the Grantee from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the monumentation surveyor in the performance of this contract and that are attributable to the negligence or tortious acts of the monumentation surveyor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

3.4 Cancellation

The State may terminate this Agreement without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

A. Termination for Cause

In the event that Grantee breaches any of its material duties or obligations under this Agreement or poses a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may terminate this Agreement immediately in whole or in part, for cause, as of the date specified in the notice of termination.

B. Termination for Convenience

The State may terminate this Agreement for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the services no longer practical or feasible. The State may terminate this Agreement for its convenience, in whole or in part, by giving Grantee written notice at least thirty (30) days prior to the date of termination. If the State chooses to terminate this Agreement in part, the Budget shall be equitably adjusted to reflect those reductions.

C. Non-Appropriation

Grantee acknowledges that continuation of this Agreement is subject to appropriation or availability of funds for this Agreement. If funds to enable the State to effect continued payment under this Agreement are not appropriated or otherwise made available (including the federal government suspending or halting the program or issuing directives preventing the State from continuing the program), the State shall have the right to terminate this Agreement, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Grantee. The State shall give Grantee at least 30 days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff). In the event of a termination under this section, the Grantee shall, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the Agreement.

D. Criminal Conviction

The State may terminate this Agreement immediately and without further liability or penalty in the event Grantee, an officer of Grantee, or an owner of a 25 percent or greater share of Grantee is convicted of a criminal offense incident to the application for, or performance of, a State, public or private contract or subcontract or grant; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under

State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State reflects upon Grantee's business integrity.

E. Approvals Rescinded

The State may terminate this Agreement without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Grantee or may be effective as of the date stated in such written notice.

3.5 No State Employees or Legislators

No member of the Legislature or Judiciary of the State of Michigan or any individual employed by the State shall be permitted to share in this Agreement, or any benefit that arises from this Agreement.

3.6 Non-Discrimination

In the performance of the Agreement, Grantee agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Grantee further agrees that every subcontract entered into for the performance of this Agreement will contain a provision requiring non-discrimination in employment, as here specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.* and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of the Agreement.

3.7 Unfair Labor Practices

Pursuant to 1980 PA 278, MCL 423.231, *et seq.*, the State shall not award a grant or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Grantee, in relation to the Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State may void any Agreement if, subsequent to award of the Agreement, the name of Grantor as an employer or the name of the subcontractor, manufacturer or supplier of Grantor appears in the register.

3.8 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

3.9 Illegal Influence

A. The Grantee certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

   The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B. The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.0 Governing Law

The Agreement shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

4.1 Compliance with Laws

Grantee shall comply with all applicable state, federal, and local laws and ordinances ("Applicable Laws") in performing this Agreement.

4.2 Jurisdiction

Any dispute arising from the Agreement shall be resolved in the State of Michigan. With respect to any claim between the parties, Grantee consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

4.3 Assignment

Grantee shall not have the right to assign the Agreement, or to assign or delegate any of its duties or obligations under the Agreement, to any other party (whether by operation of law or otherwise), without the prior written consent of the Grantor. Any purported assignment in violation of this section shall be null and void.

4.4 Entire Agreement

The Agreement, including any Attachments, constitutes the entire agreement between the parties with respect to the grant and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

4.5 Independent Contractor Relationship

The relationship between the State and Grantee is that of client and independent contractor. No agent, employee, or servant of Grantee or any of its subcontractors shall be or shall be deemed to be an employee, agent or servant of the State for any reason. Grantee will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the Agreement.

4.6 Conflicts

In the event of a conflict between the terms of this Agreement and any federal or state laws or regulations, the federal or state laws or regulations will supersede any contrary term contained in this Agreement.

4.7 Signatories

The foregoing Grant Offer is hereby accepted, and it is agreed that the funds made available will be used only as set forth in the Grantee's approved County Plan and the approved Survey and Monumentation Grant Application, including the 2012 annual work program.

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Steven H. Hilfinger, Director
Department of Licensing and Regulatory Affairs
State of Michigan

1-30-12
Date

Marlene K. Hopp
County Grant Administrator
County of Otsego

2-13-12
Date

GRANT NO. BCC 12-69