Exhibit G

**Sample Grant Assistance Agreement**

***Note:*** *This sample should* ***not*** *simply be copied. It is only provided as a sample to help create an agreement with a governmental entity or Fiscal Agent that is to be reviewed and approved by all parties and their attorney’s.*

THIS CONTRACT is entered into by (Insert Name of Grantee), herein referred to as “the Grantee”, and the (Insert Name of Fiscal Agent), herein referred to as "the Fiscal Agent".

WITNESSETH THAT:

WHEREAS, the Grantee is the recipient of a Pilot Community Tourism Grant Program (“PCTGP”) grant to (describe the Project / Community) owned and operated by the Fiscal Agent; and

WHEREAS, this Contract between the Grantee and the Fiscal Agent will enable them to enhance cooperation in implementing the Grantee’s PCTGP award to accomplish the above-described project; and

WHEREAS, the Grantee, in its capacity as a PCTGP grantee, has determined that the Fiscal Agent can better supervise the design and construction phases of the (name of project / community); and

WHEREAS, the Montana Department of Commerce (“Department”) has required the Grantee to enter into a contract with the Fiscal Agent specifying the terms and conditions of the Grantee’s delegation of certain PCTGP grant management responsibilities to the Fiscal Agent; and

WHEREAS, both parties to this Contract understand that neither Grantee involved herein has in any way, expressly or implied, abrogated any of its individual powers, and that this Contract does not create any new organization or legal entity.

NOW, THEREFORE, THE GRANTEE AND THE FISCAL AGENT MUTUALLY AGREE AS FOLLOWS:

1. Responsibilities Delegated to the Fiscal Agent
	1. The Fiscal Agent will, subject to prior approval by the Grantee or the Grantee’s Steering Committee, retain the services of a consulting engineering/architectural firm to design and supervise the construction of the project.
	2. The Fiscal Agent will be responsible for all facets of the design and construction phases of the project, including the following:

* + 1. Design engineering/architectural services;

* + 1. Construction engineering;
		2. Except as provided by paragraph IV. Administration below, compliance with all applicable state and federal requirements;

* + 1. Except as provided by paragraph IV. Administration below, compliance with all other state and federal requirements as described in the PCTGP Project Administration Manual;

* + 1. Preparation of construction bid documents; and
		2. Supervision of the bid process, the awarding of construction contracts, and construction of the project. The selection of the project contractor will be subject to the ratification or approval of the Grantee and bid solicitation documents will reflect this requirement.

* 1. The Fiscal Agent and its consulting engineer/architect will receive, review, and approve all requests for reimbursement for the items contained in paragraph B, above, and prepare and submit such requests to the Grantee or the Grantee’s Steering Committee in a timely fashion in accordance with established procedures.
	2. During the term of this Contract, the Fiscal Agent will maintain reasonable records of its performance hereunder in a manner consistent with generally accepted accounting principles. The Fiscal Agent will allow the Grantee and Department and their authorized representatives access to these records at any time during normal business hours. At the request of the Grantee, the Fiscal Agent will submit to the Grantee, in the format prescribed by the Grantee, status reports on its performance under this Contract.

* 1. The Fiscal Agent will provide documentation that the local share of the project that exceeds PCTGP funds may be accessed by the Grantee for the project no later than the time of construction bid award.
1. Payment of Design and Construction Costs Incurred by the Fiscal Agent

In consideration of the Fiscal Agent's acceptance of the responsibilities described in paragraph I, above, the Grantee agrees to the following:

* 1. Upon receipt of a valid claim for payment from the Fiscal Agent for allowable project costs as specified in the Grantee’s contract with Department, a copy of which is appended as Attachment A of this Contract, and which by this reference is made a part hereof, the Grantee will request the required amount of PCTGP funds from the Department and upon receipt of these funds, the Grantee will honor the subrecipient's claim and pay the engineer/architect or contractor accordingly.

* 1. Each payment for engineering and construction costs will be requested from PCTGP and Fiscal Agent funds (if applicable) in amounts that are proportionate to the percentage that such funds represent of the total cost of the project as specified in the Contract and Exhibits to the Contract.
	2. The Grantee will deduct a retainage from each payment request equal to five percent of the request, submitted by the Fiscal Agent for construction costs incurred by the project contractor and hold this retainage until construction is completed, the engineer/architect approves final payment, and the project is accepted, all in accordance with the conditions of the construction contract. (Note: A retainage requirement is optional.)
	3. The Grantee will also withhold one percent of the amount of any claim submitted by the contractor and will forward this amount to the Montana Department of Revenue pursuant to section 15-50-206(2), MCA.
	4. The Grantee may refuse to pay any claim which it deems not valid under the terms of the PCTGP contract with the Department (Attachment A). Any agreement between a PCTGP grantee and a subrecipient should include a "Scope of Work" which includes a description of the work to be performed, a schedule for completing the work, and a budget. (These items are standard components of any PCTGP grant agreement which is referred to here as an attachment.)
1. Duration of the Contract
	1. This Contract takes effect when the following conditions are satisfied:

* + 1. The Department and the Grantee have executed the PCTGP contract;

* + 1. The Grantee’s attorney and the attorney for the Fiscal Agent have approved this Contract as to form and content; and

* + 1. The Grantee and the Fiscal Agent's governing body have each reviewed this Contract and agreed fully to its terms and conditions.

* 1. This Contract will terminate 90 days after the project engineer/architect files a certificate of completion of the project with the appropriate state and/or federal agency and Department closes out the PCTGP project with the Grantee.

1. Administration

For purposes of implementing the joint undertaking established by this Contract, the Grantee and the Fiscal Agent hereby agree to coordinate with the Grantee’s PCTGP contract liaison, the project engineer/architect, and a designated representative of the Fiscal Agent. These individuals may meet on a regular basis during the term of the PCTGP project to provide for the efficient and effective implementation of this project.

1. Management of Real Property or Equipment Acquired

The primary purpose of this Contract is to allow the Grantee to delegate responsibility for the design and construction of the Grantee’s project to the Fiscal Agent and to define the procedures by which the Grantee will disburse PCTGP funds to pay the costs incurred as a result of these activities. The Fiscal Agent's facilities will be constructed or improved as described in the PCTGP contract with the Department (Attachment A) and the Fiscal Agent may continue to own and operate those facilities subject to the limitations contained in subparagraph B.

Upon the expiration of this Contract the Fiscal Agent will transfer to the Grantee any PCTGP funds on hand at the time of expiration and any accounts receivable attributable to the use of PCTGP funds.

1. Indemnification

The District/Fiscal Agent waives any and all claims and recourse against the Grantee, including the right of contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to the Fiscal Agent's performance of this Contract except claims arising from the concurrent or sole negligence of the Grantee or its officers, agents, or employees. The Fiscal Agent will indemnify, hold harmless, and defend the Grantee against any and all claims, demands, damages, costs, expenses, or liability arising out of the Fiscal Agent's performance of this Contract except for liability arising out of the concurrent or sole negligence of the Grantee or its officer’s agents, or employees.

1. Suspension and Termination

The Grantee may suspend or terminate this Contract if the Fiscal Agent materially fails to comply with any term of the Grantee’s PCTGP contract with the Department. In addition, the Grantee may terminate this Contract for convenience with reasonable notice.

This Contract has been approved by the Grantee and the Fiscal Agent.

Name of Grantee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Fiscal Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_