

**CLARKS POINT VILLAGE COUNCIL
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Clarks Point Village Council
August 5, 2004

Mr. Joel Neimeyer, P.E.
Health Facilities Program Manager
Denali Commission
510 'L' Street, Suite 410
Anchorage, Alaska 99501

Dear Joel:

RE: Cooperative Agreement for Construction of a Community Clinic in Clarks Point.

Thank you for participating in the teleconference call yesterday, I am sending the Cooperative Agreement and signature pages to complete your file.

Sincerely,

Sharon L. Clark
SHARON L. CLARK
TRIBAL ADMINISTRATOR

**Cooperative Agreement for
Construction of a Community Clinic in Clark's Point, Alaska**

**City of Clark's Point Resolution No. 0444
Clark's Point Village Council Resolution No. 04-10**

An Agreement by and between the City of Clark's Point and the Clark's Point Village Council.

WHEREAS, the Clark's Point Village Council has identified a community need to expand and improve the delivery of health services; and

WHEREAS, the Clark's Point Village Council has been approved for partial capital funding from the Denali Commission to construct a new community clinic through a state-wide competitive process (Addendum No. 2 to the Denali Commission's Notice of Funding Award for FY03 Health Facility Funding); and

WHEREAS, the Clark's Point Village Council has demonstrated that the proposed clinic will be sustainable for a minimum of 30 years through a Commission-approved clinic business plan and site plan checklist; and

WHEREAS, the City of Clark's Point is eligible for "reprogrammed" Community Development Block Grant (CDBG) funding from the Alaska Department of Community and Economic Development (DCED) specifically for the purpose of meeting the community health needs in collaboration with the Clark's Point Village Council; and

WHEREAS, the DCED funding will more than satisfy the Denali Commission's statutorily required cost share match for health facilities; and

WHEREAS, the City of Clark's Point and the Clark's Point Village Council desire and are required by DCED to enter into a written Cooperative Agreement outlining their respective roles and responsibilities for the "reprogramming" of CDBG funding for a community clinic; and

WHEREAS, the City of Clark's Point and the Clark's Point Village Council understand that the City of Clark's Point will act as the applicant for DCED "reprogrammed" funding and will have the ultimate responsibility to assume all obligations under terms of the DCED grant including assuring compliance with all applicable laws and program regulations and performance of all work in accordance with the contract; and

WHEREAS, it is understood that the City of Clark's Point and DCED have access to all participants' clinic grant records (and their agents) and authority to monitor all activities associated with the clinic project; and

WHEREAS, the parties understand that upon project completion that the City of Clark's Point will transfer all right, title and interests of the community clinic to the Clark's Point Village Council at no cost to the Clark's Point Village Council; and

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July 2004**

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WHEREAS, the parties acknowledge that the Clark's Point Village Council has elected to utilize the project management services of the Alaska Native Tribal Health Consortium-Department of Environmental Health and Engineering (ANTHC) in completing the clinic project; and

WHEREAS, the parties acknowledge that ANTHC also serves as the Commission's "Small" Clinic Program Manager with funds and project management responsibilities consistent with DCED grant requirements and obligations including assuring compliance with all applicable laws and program regulations; and

WHEREAS, the parties acknowledge that ANTHC will submit one complete reimbursement package (likely for shipping and material expenditures) to the City of Clark's Point for review and concurrence, and a copy of the reimbursement package also will be provided to the Clark's Point Village Council for their files; and

WHEREAS, the parties desire that DCED upon presentation of an approved reimbursement package provide direct payment to ANTHC; and

WHEREAS, the parties acknowledge the significant project management responsibilities of ANTHC and also as a demonstration of their mutual commitment for improved health services waive all interest and claims for DCED administrative or indirect fees.

NOW, THEREFORE, it is mutually agreed between the City of Clark's Point and the Clark's Point Village Council as follows:

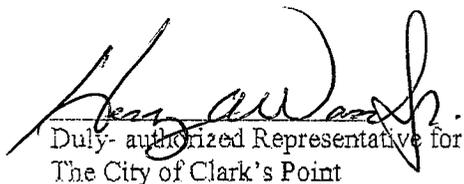
1. The City of Clark's Point and the Clark's Point Village Council acknowledge that they jointly provide the residents of their rural community improved health services for a minimum of 30 years through the collaborative development of the proposed community clinic as identified in this document.
2. The City of Clark's Point and the Clark's Point Village Council agree to cooperate in the submission of all necessary documentation as required by DCED for the "reprogrammed" CDBG grant funds, and agree to cooperate in implementation of the submitted CDBG program, as approved by the Department of Community and Economic Development.
3. The City of Clark's Point and the Clark's Point Village Council agree to waive any and all administrative fees associated with the CDBG funding from DCED.
4. The City of Clark's Point and the Clark's Point Village Council support the direct transfer of DCED funds to ANTHC upon presentation of a City of Clark's Point concurred reimbursement package.

Cooperative Agreement for a Community Clinic in Clark's Point, Alaska
July 2004

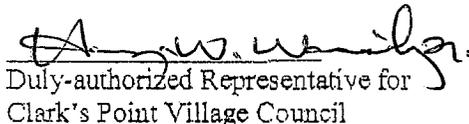
- 5. At no cost to the Clark's Point Village Council, upon project completion the City of Clark's Point will transfer all right, title and interests to the Clark's Point Village Council for the community clinic.

Nothing contained in this Agreement shall deprive any municipality of any power or zoning, development control, or other lawful authority which it presently possesses.

In Witness Thereto:


 Duly-authorized Representative for
 The City of Clark's Point

8/4/04
 Date


 Duly-authorized Representative for
 Clark's Point Village Council

8-4-2004
 Date

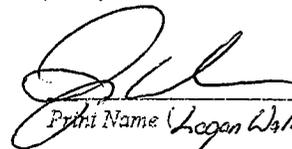
CERTIFICATION

For the City of Clark's Point, I hereby certify that a quorum of 4 of 4 members were present at a meeting duly and regularly called, noticed, convened and held this 4th day of Aug, 2004 and that the foregoing Resolution/Cooperative Agreement was duly adopted at said meeting by the affirmative vote of 4 members, and opposed by 0 members, and that said Resolution/Cooperative Agreement has not been rescinded or amended in any way.

Attested: 
 Print Name (JUDY GEORGE)

8/4/2004
 Date

For the Clark's Point Village Council, I hereby certify that a quorum of 3 of 3 members were present at a meeting duly and regularly called, noticed, convened and held this 4th day of Aug, 2004 and that the foregoing Resolution/Cooperative Agreement was duly adopted at said meeting by the affirmative vote of 3 members, and opposed by 0 members, and that said Resolution/Cooperative Agreement has not been rescinded or amended in any way.

Attested: 
 Print Name (Logan Walker)

08-04-2004
 Date