

MEMORANDUM OF UNDERSTANDING

This is a memorandum of understanding between the City of Portland ("City") and Multnomah County ("County") concerning the development and operation of a Crisis Assessment and Treatment Center (CATC) consisting of a 16 bed, short stay (4-14 days) secure mental health treatment facility to provide mental health services to the citizens of the City and the County.

RECITALS

- a. Central City Concern (CCC) is a non-profit corporation and the owner of the Hooper Building (Hooper) at 20 NE Martin Luther King Boulevard in the City of Portland. The County donated Hooper to CCC in 2005. CCC has relocated its alcohol and drug detoxification program from Hooper in anticipation of the construction of the CATC. The County contributed \$1,000,000 toward the relocation cost.
- b. City, County and CCC have agreed on a concept for a CATC project (Project) as follows:
 - 1) Operation of the CATC funded by Medicaid, state funding, insurance proceeds and contributions from the City and the County.
 - 2) Lease of space on the first and second floors of Hooper (CATC Space) by County for the CATC which space will be subleased by the County to the operator of the CATC;
- c. The parties anticipate that construction of the Project will be funded by the City and the County as provided below and will leverage New Market Tax Credits and State of Oregon grant funds which are anticipated to be available to help fund the Project. The parties understand that the City and County may have to pay funds to CCC not later than June 30, 2010 to qualify the Project for the tax credits.
- d. The CATC is expected to be operating by the final quarter of the 2010-11 fiscal year.
- e. This MOU is a non-binding expression of the intentions of the parties.

AGREEMENT

The parties agree that they will negotiate in good faith an agreement to construct and operate the CATC as follows:

1. COUNTY RESPONSIBILITIES:

- a) Contribute up to \$1,842,000, depending on the amount of state funding awarded to the project for capital improvements. This contribution is in addition to the contribution of the building to CCC and includes the previous March 2009 contribution of \$1 million towards relocating detox services out of the Hooper building;
- b) Enter into a lease of the CATC Space, and review and approve plans for the CATC improvements to be constructed by CCC;
- c) Issue a solicitation for, select and enter into an agreement with an operator for the CATC;
- d) Pay 50% of the budget agreed to by the parties toward CATC operating costs in excess of those covered by Medicaid and state funding and insurance proceeds.

2. CITY RESPONSIBILITIES:

- a) Contribute \$2,000,000 to the Project toward the cost of capital improvements;
- b) Pay 50% of the budget agreed to by the parties toward CATC operating costs in excess of those covered by Medicaid and state funding and insurance proceeds.

MULTNOMAH COUNTY

By _____

Jeff Cogen, Chair

21 June 2010

CITY OF PORTLAND

By _____

Sam Adams, Mayor

6.25.10