

Memorandum of Understanding Transfer of Hooper Memorial Center Building

Central City Concern ("CCC") and Multnomah County ("County") issue this Memorandum of Understanding (MOU) concerning the transfer of the Hooper Memorial Center Building. The purpose of this MOU is to clarify the understanding of the parties so that an agreement can be executed and the transfer of the Hooper Building closed on or before January 1, 2005.

1. Recitals:

- a. The County owns the Hooper Memorial Center Building and there is no debt against the building.
- b. CCC has been the sole tenant in the building for the past 22 years. The majority of this tenancy has been as a holdover (month-to-month) tenant at a rent of \$1 annually.
- c. CCC operates a "sobering station" and drug and alcohol treatment center in the facility. The County has helped support this operation from its inception and wants to be supportive of its continued operation.
- d. The County anticipates significant reductions in its revenues from the loss of the temporary income tax and other sources and projects major reductions in programs and staff.
- e. Annual County expenditures to support this building are approximately \$140,000/year on average.
- f. CCC and the County feel that it is in their mutual best interests to transfer title to this property to CCC.

2. Title Transfer

At closing the County shall transfer title to the Hooper Memorial Center Building to CCC free and clear of encumbrances except those acceptable to CCC.

3. Possession

CCC shall have possession of the Property on the date of closing.

4. Closing

Closing shall take place on December 31, 2004 or on a date mutually agreed to by the parties.

5. Responsibilities after Closing

After closing, CCC shall be responsible for all costs associated with operation and maintenance of the property, including but not limited to taxes, insurance, and (except as provided in paragraph 6 below) maintenance and repairs.

6. Maintenance

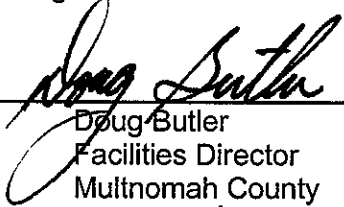
The County shall continue to provide routine maintenance (as will be more particularly defined in a future agreement) at no cost to CCC from the date of Closing until June 30, 2005. CCC shall provide for its own maintenance of the property after that date.

7. Consideration and Future Appreciation

- a. The consideration for the transfer shall be \$0.
- b. If CCC sells the Property in the future CCC and the County shall share equally the net proceeds received by CCC. However, if CCC uses the proceeds of the sale of the


building to provide a replacement facility providing the same or similar services currently housed in the building, CCC shall be entitled to keep the entire proceeds of the sale.

This Memorandum of Understanding is intended as a concept paper to discuss with our senior management and elected officials and is not binding on either party.



Doug Butler
Facilities Director
Multnomah County

Date: 11/30/04



Richard Harris
Executive Director
Central City Concern

Date: 11/30/04