

Jerome Delvin
District 1
Shon Small
District 2
Will McKay
District 3

**Board of County Commissioners
BENTON COUNTY**

Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator



To view items in detail,
click highlighted areas.

Notice: Meeting provided in-person, by live-broadcast and telephonically via WebEx as follows:

Live-Broadcast @ link below:
<https://www.co.benton.wa.us/agenda/commissioners>

**AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Special Board Meeting
Friday, October 28, 2022**

Commissioners' Hearing Room, Benton County Administration Building
7122 W. Okanogan Place, 3rd Floor, #E303
Kennewick, WA

- 9:30 AM **Discussion** and possible approval of a Resolution approving the third amendment to the Purchase and Sale Agreement between RCCH Trios Health and Benton County for the purchase of the Old Kennewick General Hospital and Auburn Campus
- Discussion** and possible approval of a Resolution authorizing the Deputy County Administrator to execute closing documents related to the purchase of the Old Kennewick General Hospital and Auburn Campus from RCCH Trios Health

Special board meeting being held at the Kennewick Administration Building due to agenda item being of a unique concern to area citizens and departments

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS PERTAINING TO THE PURCHASE OF THE OLD KENNEWICK GENERAL HOSPITAL AND FORMER AUBURN CAMPUS BETWEEN RCCH TRIOS HEALTH, LLC AND BENTON COUNTY

WHEREAS, on June 24, 2022 the Board of County Commissioners approved Resolution 2022-417 authorizing a purchase and sale agreement for the Old Kennewick General Hospital and Auburn Campus; and

WHEREAS, on August 23, 2022 the Board of County Commissioners approved the First Amendment to said purchase and sale agreement under Resolution 2022-589; and

WHEREAS, on October 25, 2022 the Board of County Commissioners approved the Second Amendment to said purchase and sale agreement under Resolution 2022-780; and

WHEREAS, said purchase and sale agreement contained use restrictions prohibiting the County from providing health care services on the property; and

WHEREAS, the buyer and seller have agreed to allow certain health care services related to potential operation of the Benton-Franklin Health District on the property; and

WHEREAS, both parties agree that the purchase and sale agreement should be amended to reflect the change in the use restrictions; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners hereby approves the Third Amendment to Contract for Sale of Real Estate related to the purchase of the Old Kennewick General Hospital and former Auburn Campus between RCCH Trios Health, LLC and Benton County; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of County Commissioner be, and hereby is, authorized to execute the Third Amendment to Contract for Sale of Real Estate on behalf of Benton County.

Dated this 28th day of October, 2022.

Chairman of the Board

Member

Member

**Constituting the Board of Commissioners
of Benton County, Washington**

Attest.....
Clerk of the Board

THIRD AMENDMENT TO CONTRACT FOR SALE OF REAL ESTATE

THIS THIRD AMENDMENT TO CONTRACT FOR SALE OF REAL ESTATE (this "Amendment") is made and entered into effective as of the 28th day of October, 2022 (the "Amendment Effective Date"), by and between **RCCH TRIOS HEALTH, LLC**, a Delaware limited liability company ("Seller") and **BENTON COUNTY, WASHINGTON**, a political subdivision of the State of Washington ("Buyer"). Buyer and Seller are collectively referred to in this Amendment as the "Parties" and each individually as a "Party".

RECITALS

A. Buyer and Seller entered into a certain Contract for Sale of Real Estate dated June 27, 2022, as amended by that certain First Amendment to Contract for Sale of Real Estate, dated August 12, 2022, and Second Amendment to Contract for Sale of Real Estate, dated October 25th (collectively, the "Contract") regarding the sale of real property located at 900 South Auburn Street, Kennewick, Benton County, Washington 99336 and more particularly described in Exhibit A of the Contract (the "Property").

B. Buyer and Seller desire to amend the Contract pursuant to the terms and conditions of this Amendment to modify the form of the Use Restrictions (as defined in the Contract).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Amendment, the premises and the mutual promises set forth in this Amendment and for other good and valuable consideration, the receipt, legal sufficiency, and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Use Restrictions**. The Use Restrictions (set forth in Exhibit C to the Contract) are generally amended by adding the following new paragraph as a new Section 3(c) to the Use Restrictions:

“(c) Notwithstanding anything to the contrary herein, Grantor consents and agrees that The Benton-Franklin Health District (the “**Health District**”) shall be permitted to provide healthcare services on an outpatient basis on the Property that are consistent with those healthcare services the Health District has historically offered on an outpatient basis, or that are foundational public health services as defined under RCW 43.70.515 determined to be necessary to meet the community need. Such services include but are not limited to communicable disease treatment, immunizations, wellness clinics and treatment of sexually transmitted infections. Healthcare services must be provided by employees of the Health District or by independent contractors hired as a supplement to Health District staff. The Health District may not provide emergency medical care, surgery or other inpatient procedures, or elective procedures. The consent granted to the Health District under this Section 3(c) is perpetual and irrevocable by Grantor and its successors and assigns. The consent granted to the Health District under this Section 3(c) is given exclusively to the Health District and may not be relied on by or assigned to any Person other than the Health District.”

2. **Miscellaneous.**

(a) Except as amended by this Amendment, the Contract is not otherwise amended, and the Contract is hereby ratified and confirmed and remains in full force and effect, as amended hereby. In the event of a conflict between the terms of this Amendment and the terms of the Contract, the terms of this Amendment shall control.

(b) This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

(c) Capitalized terms used in this Amendment and not defined herein shall have the meaning given to such terms in the Contract.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have signed this Amendment the day and year first above written.

SELLER:

RCCH TRIOS HEALTH, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

BUYER:

BENTON COUNTY, WASHINGTON,
a political subdivision of the State of
Washington

By: _____
Name: _____
Its: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE THIRD AMENDMENT TO THE PURCHASE AND SALE AGREEMENT AND AUTHORIZING THE DEPUTY COUNTY ADMINISTRATOR TO EXECUTE CLOSING DOCUMENTS ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS RELATED TO THE PURCHASE OF THE OLD KENNEWICK GENERAL HOSPITAL AND FORMER AUBURN CAMPUS FROM RCCH TRIOS HEALTH, LLC

WHEREAS, on June 24, 2022 the Board of County Commissioners, via Resolution 2022-417, authorized the execution of the purchase and sale agreement between RCCH Trios Health, LLC and Benton County to acquire the Old Kennewick General Hospital and Former Auburn Campus; and

WHEREAS, on August 23, 2022, and October 25, 2022, via Resolutions 2022-589 and 2022-780, respectively, the Board of County Commissioners of Benton County authorized the execution and delivery of the First and Second Amendments to said purchase and sale agreement; and

WHEREAS, the parties now desire to amend section 3(c) of the Use Restrictions that is an exhibit to said purchase and sale agreement; and

WHEREAS, the sale is scheduled to close on November 1, 2022; and

WHEREAS, to effectuate closing of the purchase, numerous documents must be executed on behalf of Benton County and the Board desires to authorize an individual to execute the necessary closing documents; **NOW THEREFORE**,

BE IT RESOLVED, the Chairman of the Board of County Commissioners is hereby authorized and directed to execute the Third Amendment to Contract for Sale of Real Estate on behalf of Benton County; and

BE IT FURTHER RESOLVED, by the Board of County Commissioners of Benton County, Washington that the purchase of the Old Kennewick General Hospital and Former Auburn Campus is authorized to be completed; and

BE IT FURTHER RESOLVED, that the Deputy County Administrator, Matt Rasmussen, be and hereby is authorized to execute any and all documents necessary to complete the closing of the acquisition of the hospital property from RCCH Trios Health, LLC; and

BE IT FURTHER RESOLVED, that any documents that have been executed related to the real estate transaction prior to adoption of this Resolution are hereby ratified and approved by the Board of County Commissioners, including but not limited to the execution of the Second Amendment to Contract for Sale of Real Estate entered into effective October 25, 2022.

Dated this 28th day of October, 2022.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board