

HAYWOOD COUNTY  
BUDGET ORDINANCE AMENDMENT  
FISCAL YEAR 2017-2018

PER: \_\_\_\_\_  
JNL: \_\_\_\_\_

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2018.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department line item	Account Number	Current Budget	Increase (Decrease)	Amended Budget
Healthcare Initiatives:				-
Haywood Healthcare Foundation contributions	115250-569900	-	3,000,000	3,000,000
				-
				-

which will result in a net increase (decrease) of \$ 3,000,000 in the expenditures of the General Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
Intergovernmental:				-
Haywood Healthcare Authority	110050-452501	-	3,000,000	3,000,000
				-
				-
			3,000,000	-

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the 5<sup>th</sup> of February 2018.

\_\_\_\_\_  
Chairman  
Haywood County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Clerk to the Board

<b>Explanation:</b>
To appropriate the amount received from the Haywood Health Authority as a distribution from the proceeds of the sale of the hospital in 2014.
And to recognize the amount to be paid to the Haywood Healthcare Foundation for future health related grants.

HAYWOOD COUNTY - CHECK REQUEST

VENDOR NUMBER: \_\_\_\_\_

DATE REQUESTED: 1/26/2018

VENDOR NAME & ADDRESS:

Haywood Healthcare Foundation, Inc.  
 \_\_\_\_\_  
 262 Leroy Geogr Drive  
 \_\_\_\_\_  
 Clyde, NC 28721  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DESCRIPTION	ACCOUNT NO.	AMOUNT
Transfer of 1st release of hospital sale proceeds to the HHF to be invested for future health care programs in the county per BOCC mtg 01/16/2018	115250-569900	3,000,000.00
<b>TOTAL</b>		3,000,000.00

Julie Davis \_\_\_\_\_

REQUESTED BY

APPROVED BY: AUTHORIZING OFFICIAL/DEPT. HEAD

PREAUDIT PERFORMED \_\_\_\_\_

(DATE)

BY \_\_\_\_\_

(FINANCE DEPARTMENT)

**NOW, THEREFORE** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

## AGREEMENT

### 1. Release of \$3 Million from Escrow Funds.

a. Within ten (10) days of the execution of this First Amendment, HHA and DLP Haywood shall instruct Escrow Agent by Joint Written Direction, pursuant to Section 4 (a) of the Escrow Agreement, to release \$3 million of the Escrowed Funds (the "\$3 Million Distribution") to HHA.

b. Except as provided in this Section 1.b., the \$3 Million Distribution shall not be subject to the terms and conditions set forth in Sections 1.5, 1.6, 9.16, and 10 of the Asset Purchase Agreement, and HHA shall be entitled to the full unrestricted use and disposition of the funds, free of any restrictions set forth in the above sections of the Asset Purchase Agreement, including but not limited to, claims by any Buyer Indemnified Party (as defined in the Asset Purchase Agreement). Notwithstanding the foregoing, the \$3 Million Distribution shall be used only for health-related purposes in a manner consistent with the terms and conditions of the Non-Duplication of Services Agreement (as defined in the Asset Purchase Agreement).

c. In furtherance of the foregoing, HHA shall be entitled to transfer all or part of the \$3 Million Distribution to any party, including but not limited to, the County, and the County shall be entitled to transfer all or any part of the \$3 Million Distribution to any party, in each case free from the terms and conditions set forth in Sections 1.5, 1.6, 9.16, and 10 of the Asset Purchase Agreement, including but not limited to, claims by any Buyer Indemnified Party; provided that the use of the \$3 Million Distribution shall be restricted to health-related purposes in a manner consistent with the terms and conditions of the Non-Duplication of Services Agreement, as provided above, and shall require any transferee to be bound by this restriction and so bind any further transferee.

### 2. Release of \$2 Million from Escrow Funds

a. Within ten (10) days of the execution of this First Amendment, HHA and DLP Haywood shall also instruct Escrow Agent by Joint Written Direction, pursuant to Section 4.(a) of the Escrow Agreement, to release an additional \$2 million of the Escrowed Funds (the "\$2 Million Distribution") to HHA. This Joint Written Direction shall be included in the Joint Written Direction described in Section 1 above, and the Escrow Agent shall make a single \$5 million distribution to HHA comprised of the \$3 Million Distribution and the \$2 Million Distribution. Once released by the Escrow Agent, the \$3 Million Distribution and \$2 Million Distribution shall no longer be subject to the terms and conditions of the Escrow Agreement.