

Amendments

In accordance with Section 9(B) of this Agreement, the Danville/Boyle County Economic Development Partnership (EDP) Board of Directors conducted an annual review of this Agreement at its regular meeting on June 19, 2013; determined a need for amendments to this Agreement to adapt to changing circumstances or conditions; and expressly state the parties' intention to amend the Agreement as follows:

Section 5(E) of this Agreement is amended as follows:

2. EDP-HOD: The EDP agrees to allocate within its annual budget and to convey to the HOD a negotiated annual subsidy that shall be paid in equal monthly disbursements. In consideration, the HOD agrees to provide to the EDP the services specified in Section 6(A)(2) of this Agreement. ~~If total appropriations to the EDP from the Boyle County Fiscal Court and the Danville City Commission are reduced in a fiscal year, the EDP's annual subsidy to the HOD shall be reduced by the same percentage as the reduction in total appropriations to the EDP.~~ The EDP's annual subsidy shall not be construed to be a cap upon the HOD total annual budget, nor shall it be construed to prohibit or to limit revenues to the HOD from other sources.
3. EDP-MSP: The EDP agrees to allocate within its annual budget and to convey to the MSP a negotiated annual subsidy in an amount that shall be paid in equal monthly disbursements. In consideration, the MSP agrees to provide to the EDP the services specified in Section 6(A)(3) of this Agreement. ~~If total appropriations to the EDP from the Boyle County Fiscal Court and the Danville City Commission are reduced in a fiscal year, the EDP's annual subsidy to the MSP shall be reduced by the same percentage as the reduction in total appropriations to the EDP.~~ The EDP's annual subsidy shall not be construed to be a cap upon the MSP total annual budget, nor shall it be construed to prohibit or to limit revenues to the MSP from other sources.

Section 5(E) of this Agreement is amended to add a new provision numbered as subsection 5:

5. **EDP-CVB**: The EDP agrees to abate the CVB's proportional share of the EDP's lease payment (valued at \$4,200.00 annually) representing the CVB's occupancy and use of Grayson's Tavern located in Constitution Square Historic Site. In consideration, the CVB agrees to provide to the EDP the services specified in Section 6(A)(6) of this Agreement.

Section 6(A)(2) of this Agreement is amended as follows:

2. HOD-EDP: The HOD Executive Director and Administrative Assistant shall provide programmatic and administrative support to the EDP, **including event coordination to the EDP and the EDO Partners subject to Section 7(B) of this Agreement**, as determined by the applicable executives and authorized by the applicable governing bodies.

Section 6(A) of this Agreement is amended to add a new provision numbered as subsection 6:

6. **CVB-EDP**: The CVB shall provide (a) coordination of reception services for the EDP and the EDO Partners located at Constitution Square Historic Site; and (b) implementation, management,

and oversight of the EDP's services to the Boyle County Fiscal Court for the benefit of Constitution Square Historic Site, which are specified in the EDP's separate agreement with the Boyle County Fiscal Court for the EDP's occupancy and use of certain structures located in the Constitution Square Historic Site for its business offices, operations, programs, and services.

Section 6(B)(3) of this Agreement is amended as follows:

3. **Unified Centralized Personnel Administration:** To fulfill the intent of Section 5(B) of this Agreement **and because of (a) the EDP's concurrent executive titles with the EDO Partners pursuant to Section 4(D) of this Agreement, (b) the shared services provided among the EDP and the EDO Partners by their respective executives and staff pursuant to Sections 5 and 6 of this Agreement, and (c) the shared executive relationship with the EDO Partners pursuant to Section 6(B)(2) of this Agreement,** the EDP Executive Committee shall implement and the EDP shall administer a ~~unified~~ **centralized** personnel system for the EDP's and EDO Partners' ~~executives and staff~~ **employees**. The EDP's administration of a ~~unified~~ **centralized** personnel system serving all EDO Partners shall include but shall not be limited to payroll administration, employment policies/procedures, group benefits, job classifications, compensation scales, and performance evaluation procedures as specified by Section 6(C) of this Agreement. **On behalf of the EDO Partners, the EDP shall function as the common paymaster to disburse payroll and benefits to the EDO Partners' employees, and shall be responsible for keeping books and records for payroll and benefits with respect to those employees.**

Pursuant to Section 9(C) of this Agreement, the Danville/Boyle County Economic Development Partnership Board of Directors, in its corporate capacity as the duly appointed and authorized representatives of the Partners who are the parties to this amended Agreement, adopted these amendments to be effective as of July 1, 2013, by an affirmative and unanimous vote of all the Directors present at its regular meeting on June 19, 2013.