

**2026 AGREEMENT BETWEEN THE
TOWN OF DANVILLE
AND
THE GREATER DANVILLE CHAMBER OF COMMERCE**

This is an agreement as of this 1st day of ~~October~~ 2025, between the Town of Danville, Hendricks County, Indiana, an Indiana municipal corporation (hereinafter referred to as the TOWN), and the Greater Danville Chamber of Commerce, an Indiana not-for-profit corporation (hereinafter referred to as the CHAMBER).

WHEREAS, the TOWN and the CHAMBER have agreed to work cooperatively to achieve common community and economic development goals; and

WHEREAS, it has been agreed that the CHAMBER would be responsible for certain community and economic development activities on behalf of the TOWN and will produce greater community public relations, activities and programs, as well as market potential, while promoting a superior quality of life for the citizens of Danville; and

WHEREAS, the TOWN recognizes the necessity of maintaining a business/commerce and community development program to ensure the future financial vitality of the TOWN.

NOW, THEREFORE, the TOWN and the CHAMBER do mutually agree as follows:

SECTION ONE

Scope of Services

1. Expansion and Retention Efforts. CHAMBER shall identify needs of existing businesses and industries within the TOWN and with TOWN cooperation shall work to

appropriately satisfy these needs in order to allow for the retention or expansion of these businesses and industries. Methods used shall include, but are not limited to:

- a. The conducting of individual meetings with Danville employers;
- b. Providing potentially available resources to existing and potential Danville business owners; and
- c. Identification of common problems to Danville Businesses and the holding of informational programs regarding them.
- d. Keep current inventory of all businesses (commercial, retail, industrial and office) available in Danville, including internet-based businesses to the extent such information for internet-based businesses is available and reasonably ascertainable.

2. New Business Development The CHAMBER, in partnership with the Hendricks County Economic Development Partnership and similar entities, will use its best efforts to identify and attract new industrial, light industrial, and office parks and businesses, including, but not limited to, corporate headquarters facilities, to the TOWN.
3. Economic Development Funding. The TOWN may invite the Executive Director or other representative of the CHAMBER to participate as an ex-officio member of the Redevelopment Commission and/or commissions which serve the Town in developing economic development policies,
4. Marketing and Promotion Programs. The CHAMBER will assist the TOWN in marketing and promotion programs that will include, but not be limited to; investigating the use of Indiana's Grant Program to leverage existing resources with State Grant Funds.

SECTION TWO

Information, Reports, and Documents

1. Semi-Annual Reports and Bi-Monthly Reporting. The CHAMBER shall provide the TOWN information concerning the programs, scope of services and activities of the CHAMBER on a semi-annual basis, in person and bi-monthly electronically. Such reports shall include, at a minimum, the following information;
 - a. Summary of non-confidential meetings, formal communications and assistance provided to business and industry;
 - b. Summary of marketing activities provided and the results of those activities;
 - c. Summary of any other activity related to the scope of services.

The CHAMBER agrees to establish and maintain fiscal control and accounting procedures to assure the proper accounting of all funds paid by the TOWN to CHAMBER under this Agreement. Financial statements shall be submitted to the TOWN on a quarterly basis. Un-audited financial statements shall be submitted to the town annually.

SECTION THREE

Evaluation

The CHAMBER agrees to cooperate fully with the TOWN in an ongoing evaluation system. The purpose of such an evaluation system will be to determine the progress of the CHAMBER in achieving its purposes; and to evaluate the benefit of the TOWN of the activities and services of the CHAMBER. Specifically, the CHAMBER will present an annual report to the TOWN at a Town Council meeting during the time of year within which the TOWN is developing its budget for the following year. Additional meetings with the Town Council, site visits, and written reports on particular areas of interest may be required by the TOWN.

SECTION FOUR

Payments by Town to Chamber

In consideration of the services to be performed by the CHAMBER, the CHAMBER shall be permitted to maintain an office in Suite 100 of the Danville Town Hall, and a total sum of Forty five thousand dollars (\$45,000) shall be paid to the CHAMBER by the TOWN for services for the year 2026. Said dollar amount shall be paid in quarterly increments (March 31, June 30, September 30, December 31) upon CHAMBER submission of proper claims. The amounts of subsequent annual fees, if any, shall be mutually determined by the Danville Town Council during the evaluation process as described in SECTION THREE herein in the event this Agreement is extended or renewed by the TOWN and CHAMBER or a different Agreement is mutually agreed upon.

SECTION FIVE

Officers and Directors Bonds

As a protection against loss, CHAMBER shall maintain a surety bond covering its Treasurer, Executive Director, employees and Board of Directors at all times during the term of the Agreement, in such amount as specified by the Town.

SECTION SIX

Independent Contractor

It is agreed that the TOWN is interested in the results of the community and business/commerce development activities obtained by the CHAMBER and that the CHAMBER shall perform its duties and activities as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. The CHAMBER shall complete this AGREEMENT according to its charge and control of the CHAMBER and

which shall not otherwise be subject to control or supervision by the TOWN. The CHAMBER is, for all purposes arising out of this Agreement, an independent contractor, and neither the CHAMBER nor the CHAMBER employees shall be deemed an employee of the TOWN, by reason of this Agreement or for any other reason.

SECTION SEVEN

Non-Assignment

This Agreement and the monies to become due and services provided shall not be assigned by either party without the written consent of the other party.

SECTION EIGHT

Termination

1. Events Causing Termination. This agreement shall terminate upon the following events:
 - a. Voluntary or involuntary dissolution of the CHAMBER, or a request from the CHAMBER, granted by the TOWN, to terminate its duties under this Agreement;
 - b. Expiration of the term of this Agreement without renewal thereof;
 - c. Termination by the TOWN for cause pursuant to subparagraph 2 of this Section Nine.
2. Termination for Cause. If through any cause, the CHAMBER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CHAMBER shall be in breach of any provisions, covenants, agreements, or stipulations of this contract, the TOWN shall thereupon have the right to terminate this Agreement by giving written notice to the CHAMBER of such termination and specifying the effective date of such termination, at least sixty (60) days before the effective date of the termination.

SECTION NINE

Administration

The terms and provisions of this Agreement shall be administered on behalf of the TOWN by the Town Council. Unless law otherwise requires, all necessary notices, submissions and approvals shall be given to or by the Town Council.

SECTION TEN

Notices

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than by routine communications necessary for the day-to-day operation of the scope of services defined herein, shall be deemed properly given if hand delivered or sent by United States certified or registered mail, postage prepaid, at the following addresses:

As to the TOWN:	Town Manager 49 North Wayne Street Danville, IN 46122
As to CHAMBER:	Executive Director Danville Chamber of Commerce P.O. Box 273 Danville, IN 46122

SECTION ELEVEN

Amendments

This Agreement may only be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

Any amendment (s) hereto must be approved by the Town Council in writing.

The TOWN or the CHAMBER may request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation for the CHAMBER shall be incorporated in written amendments to this Agreement.

SECTION TWELVE

Severability

If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and shall remain effective to the fullest extent permitted by law.

SECTION THIRTEEN

Term

The term of this AGREEMENT shall extend from January 1, 2026, to December 31, 2026 and shall automatically expire on said date unless terminated for cause pursuant to SECTION NINE.

IN W11NESS WHEREOF, the TOWN and CHAMBER have executed this agreement on
the date above first written.

GREATER DANVILLE CHAMBER OF COMMERCE

By:

Attested by:

Chamber of Commerce Board President

Witness

TOWN OF DANVILLE, A MUNICIPAL CORPORATION

By:

Attested by:

Town Council President
