

CONTRACT EMPLOYING ATTORNEY

THIS AGREEMENT, made the 16th day of July, 2024 between the City of Franklin Redevelopment Commission, herein referred to as COMMISSION and Dustin D. Huddleston, herein referred to as ATTORNEY.

SECTION ONE **NATURE OF EMPLOYMENT**

The COMMISSION hereby retains and employs, pursuant to their authority under the laws of the State of Indiana, ATTORNEY to act for the COMMISSION and to render the COMMISSION all legal advice and to represent the COMMISSION in all matters which may be pending or which may hereafter be instituted in any of the courts in the State of Indiana and the courts of the United States located within and outside the State of Indiana and before all administrative agencies and departments of the government brought by or against the COMMISSION, during and throughout the continuance of this agreement; and to prepare all contracts, render legal opinions and all other legal services as the COMMISSION may request or require.

The term of employment shall be from August 20, 2024, to August 20, 2025.
Either party may terminate this Agreement upon sixty (60) days written notice.

SECTION TWO
ACCEPTANCE OF EMPLOYMENT

ATTORNEY hereby accepts the employment and will render to the best of his ability the services described herein during the continuance of this agreement.

SECTION THREE
COMPENSATION

The following compensation schedule shall constitute payment in full for all services to be rendered by ATTORNEY herein:

- (1) For the attendance of the COMMISSION meetings and the rendering of legal opinions and the performance of legal services of non-litigated and litigated matters for the COMMISSION and any employee as designated by the COMMISSION; the ATTORNEY shall be paid One Hundred Sixty Dollars and no cents (\$160.00) per hour.

SECTION FOUR
COSTS

All costs that are incurred by ATTORNEY in performing services under this agreement shall be reimbursed by the COMMISSION.

SECTION FIVE
EXPERTS AND INVESTIGATORS

ATTORNEY, with approval of the COMMISSION may employ expert investigators and witnesses to investigate the facts surrounding any matter that involves the rendering of his legal services, with fees charged by said expert witnesses and investigators shall be paid by the COMMISSION.

SECTION SIX
ADDITIONAL COUNSEL

ATTORNEY may in his discretion employ lawyers of the law firm of Huddleston & Huddleston, who are associated with him to assist in the performance of services under this agreement, who shall be paid by the COMMISSION under the schedule of compensation of Section Three.

SECTION SEVEN
DISCLAIM OR WARRANTY

ATTORNEY had made no warranties as to the successful termination of any cause of action and that all expressions made by said ATTORNEY relative thereof are matters of ATTORNEY'S opinions only.

SECTION EIGHT
COMPLETE AGREEMENT

This agreement comprises the entire contract between the COMMISSION and ATTORNEY.

SECTION NINE
LAW TO GOVERN AGREEMENT

The laws of the State of Indiana shall govern the construction and interpretation of this agreement.

IN WITNESS WHEREOF, the COMMISSION and ATTORNEY have executed this Agreement on the day and year first above written.

CITY OF FRANKLIN
REDEVELOPMENT COMMISSION

ATTORNEY

Richard Wertz, President

Dustin D. Huddleston

Anne McGuinness, Vice President

Brian J. Deppe, Secretary

Josh Prine, Member

Paul Buening, Member