

November 10, 2023

Dustin Anderson, Town Manager  
Town of Munster  
1005 Ridge Road  
Munster, Indiana 46321

Re: Engagement for an Analysis of the Food and Beverage Tax Base and  
Projections of Revenue therefrom for Munster, Indiana

Dear Mr. Anderson:

This letter of engagement made and entered into effective as of November 10, 2023, and continuing through April 30, 2024, sets forth the terms pursuant to which the Town of Munster, Indiana, ("Munster") has agreed to engage Policy Analytics, LLC ("Policy Analytics"), for the provision of professional public finance services to conduct an analysis of the food and beverage tax base for the Town of Munster.

Under this engagement, Policy Analytics will accomplish the tasks as described below, in accordance with accepted professional standards. Policy Analytics' analytical and consulting tasks shall include but not be limited to the following:

1. Policy Analytics will provide estimates within a reasonable range of the size of the food and beverage tax base for Munster, in keeping with the definitions found in IC 6-9-12-1 and in alignment with current economic data.
2. Policy Analytics will provide projections of revenue based on tax rates likely to be incorporated within the ordinance passed by Munster, assuming passage.
3. Policy Analytics will produce briefing materials explaining the analysis of the tax base and projections and will present the same to the appropriate officials as designated by Munster.

Policy Analytics will undertake the tasks within the scope defined above, in accordance with the conditions of this Engagement Letter, and for a total amount not-to-exceed ten thousand eight hundred and fifty dollars (\$10,850.00). Should the scope or duration of this engagement change, or other circumstances require amendment to the above not-to-exceed amount, it may be amended in writing in accordance with the provisions of this agreement. Policy Analytics is not required to undertake any tasks beyond the scope or duration defined above without a

written agreement and Munster is not required to pay Policy Analytics more than the not-to-exceed amount of \$10,850.00 without a written agreement or amendment of this Engagement Letter signed by both parties.

Time spent on this engagement will be billed on a periodic basis with payment being due within thirty (30) days of billing. Billing for professional services does not include reimbursement for other direct expenses. Other reasonable expenditures incurred by Policy Analytics accomplishing the tasks under this engagement will be reimbursed at actual cost, after approval of Munster, upon presentation of valid documentation.

In connection with this engagement, Policy Analytics is acting as an independent contractor and not in any other capacity with duties owing solely to Munster. All aspects of the relationship created by this Engagement Letter shall be governed by and construed in accordance with the laws of the State of Indiana, applicable to contracts made and to be performed therein.

All individuals performing work on behalf of Policy Analytics under this Engagement Letter shall be considered employees or contractors of Policy Analytics. Policy Analytics reserves the right to retain the use of employees or subcontractors to conduct the services contemplated in this Engagement Letter and all decisions regarding the selection, hiring and retention of such employees or subcontractors shall be in the exclusive discretion of Policy Analytics.

To the extent Policy Analytics uses or develops any new or advanced financial analysis tools in the performance of this Engagement Letter, including but not limited to software, those products and or/processes shall remain the exclusive property of Policy Analytics.

All deliverables produced under this Engagement Letter shall be considered the exclusive property of Munster, which has the right to distribute as Munster decides. The release of the above deliverables is under the purview of Munster and its authorities. Policy Analytics will not meet with media outlets or elected officials concerning the work under this Engagement Letter without the direction and approval of Munster.

Policy Analytics' deliverables and work product generated under this engagement remain confidential until released or directed to be released by Munster. Confidential information shall not include information that is required to be disclosed pursuant to governmental authority, all applicable state and federal laws (including but not limited to Indiana's Access to Public Records Act, if applicable), regulation, duly authorized subpoena or court order whereupon Policy Analytics shall provide notice to Munster prior to such disclosure.

Munster agrees to indemnify, defend and hold harmless Policy Analytics, and their officers, directors, employees and designated agents from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses, including legal fees and expenses, of whatever kind or nature arising out of or on account of, or resulting from claims related to, or as a result of Policy Analytics' performance of obligations pursuant to this Agreement by Policy Analytics or its subcontractors, affiliates, officers, directors, employees, representatives or agents. Such indemnification requirements shall not be required if the claim is a result of the negligent acts, errors or omissions of Policy Analytics alone. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

Munster has all requisite power and authority to enter into this Engagement Letter and the transactions contemplated hereby. This Engagement Letter when signed below has 1) been duly and validly authorized by all necessary action on the part of Munster, 2) has been duly executed and delivered by an authorized representative of Munster, and 3) constitutes a legal, valid and binding agreement between Munster and Policy Analytics, enforceable in accordance with its terms.

Please note that this Engagement Letter supersedes any prior agreements, representations or promises of any kind, whether written, oral, express or implied between the parties hereto with respect to the subject matters herein. This Engagement Letter cannot be changed, unless in writing, signed by an authorized officer of Munster and Policy Analytics.

We at Policy Analytics are delighted to accept this engagement and look forward to working with you on this assignment. Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed duplicate of this Engagement Letter.

Very truly yours,



William J. Sheldrake  
President, Policy Analytics, LLC

**Accepted and Agreed to as of the date first written above:**

Dustin Anderson, Town Manager  
Town of Munster  
Munster, Indiana

\_\_\_\_\_ Date