

June 28, 2017

Ms. Annmarie Mampe  
Finance Director  
Village of Orland Park  
14700 S. Ravinia Ave  
Orland Park, IL 60462

Dear Annmarie:

Crowe Horwath LLP ("Crowe") appreciates the opportunity to submit our engagement letter to provide the Village of Orland Park, Illinois with an economic impact analysis. As detailed in the engagement letter and statement of work (SOW), this study provides an analysis of the impact that a Food and Beverage tax would have on the restaurants located in the Village of Orland Park.

Crowe has extensive experience and the capabilities required in order to provide a report to better understand the impact a food and beverage will have on the restaurants and the revenue to be generated from the tax. Crowe's experience includes economic and fiscal impact studies for both public and private sector organizations. Further, Crowe has experience with other economic development projects that analyzed the impact to a community from specific behaviors or measures. We would be happy to provide specific examples of our experience or to discuss our qualifications with you in more detail in person or via phone. The engagement will be led by Dean Uminski, who is a Principal with Crowe. Dean has over 15 years of experience with fiscal impact studies, economic impact analyses, market studies, economic development studies and strategic plans.

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of the engagement letter, the Crowe Engagement Terms and Statement of Work (Attachment A) are acceptable to you, please sign and return them at your earliest convenience. Please contact me at (312) 899-8346 or [bert.nuehring@crowehorwath.com](mailto:bert.nuehring@crowehorwath.com) or Dean J. Uminski at (312) 966-3010 or [dean.uminiski@crowehorwath.com](mailto:dean.uminiski@crowehorwath.com) with any questions or concerns.

Sincerely,



Dean J. Uminski  
Principal

June 28, 2017

Ms. Annmarie Mampe  
Finance Director  
Village of Orland Park  
14700 S. Ravinia Ave  
Orland Park, IL 60462

Dear Ms. Mampe:

This letter agreement confirms the arrangements for Crowe Horwath LLP ("Crowe") to perform an impact study, as more fully set forth in Attachment A (the "Services"), and the deliverables set forth in Attachment A (the "Deliverables") in connection with a food and beverage and video gaming tax considered by the Village of Orland Park ("Village" or "Client") on the applicable entities within the Village. The attached Crowe Engagement Terms are an integral part of this letter agreement and are incorporated herein (collectively, the "Agreement").

### **Scope of Services**

The Services will be performed in accordance with the Standards for Consulting Services established by the American Institute of Certified Public Accountants. The extent and sufficiency of the Services and procedures to be performed will be determined with the Client and are solely the responsibility of the Client. If, for any reason, Crowe is unable to complete the Services, Crowe will not issue a report.

Because these Services will not constitute an audit, review, or examination in accordance with standards established by the American Institute of Certified Public Accountants, Crowe will not express an opinion on any accounts, or items of the financial statements or the financial statements as a whole. Crowe has no obligation to perform any Services beyond those listed in Attachment A. If Crowe performs additional services beyond those listed, other matters might come to Crowe's attention that would be reported to Client. It is understood that Crowe will prepare a report (the "Deliverable") reflecting findings of the Services outlined in Attachment A for use by Client. Crowe makes no representations as to the adequacy of the Services or any Deliverables for Client's purposes.

If Client decides that additional procedures are needed, Crowe will discuss those with Client. It is customary for Crowe to document such revisions, either by memo or by an addendum to this Agreement.

The Services do not contemplate obtaining the understanding of internal control or assessing control risk, tests of accounting records and responses to inquiries by obtaining corroborating evidential matter, and certain other procedures ordinarily performed during an audit or examination. Thus, this engagement does not provide assurance that Crowe will become aware of significant matters that would be disclosed in an audit or examination.

Crowe Services, any Deliverables, and any other work product are intended for the benefit and use of Client only. There are no intended third-party beneficiaries to this Agreement. This engagement will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party. The working papers for this engagement are the property of Crowe and constitute confidential information.

This engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist, and Crowe will not address legal or regulatory matters or abuses of management discretion, which are matters that should be discussed by Client with Client's legal counsel. Client is responsible for the accuracy and completeness of the information provided to Crowe for purposes of this engagement and for timely updating such information. Client agrees Crowe may rely on the information provided to Crowe without investigation or other attempts to verify its accuracy or completeness. Client has determined that Crowe's provision of Services shall not violate any statute or regulation.

Client agrees to be responsible to: make all management decisions and perform all management functions. Client will designate a management representative who possesses suitable skill, knowledge, and/or experience, to oversee the Services; evaluate the adequacy and results of the Services performed and any Deliverables; accept responsibility for the results of the Services; and establish and maintain internal controls, including monitoring ongoing activities. The management representative shall be knowledgeable in all laws, regulations, and industry practices applicable to the Services, any Deliverables, and any other work product. Client will be responsible to determine and approve the risk, scope, and frequency of Services to be performed, and the management representative shall coordinate, review, and approve Crowe's performance of Services. Client will be responsible for communicating Crowe's findings within Client's organization, and Client shall be responsible for determining when, whether, and how any recommendations or Deliverables from Crowe are to be implemented.

Client shall also ensure that it has all rights and authority necessary to permit Crowe to access or use any systems or third-party products during performance of Services. For any third-party software applications, or related hardware, used by Client and to which Crowe must have access for purposes of providing the Services, Client represents that it has obtained any necessary licenses for Crowe to perform the Services.

### **Acceptance of Deliverables**

Any Deliverable or other work product shall be reviewed by Client within five business days of delivery by Crowe ("Review Period"). During the Review Period, Client will ensure all appropriate people from Client's team reviews any such Deliverables or performs any testing activities required. Should Client decide to reject any such Deliverable, Client will document in writing all reasons for the rejection and send to the Crowe partner in charge of the engagement on or prior to the fifth business day following delivery. If the Client accepts the Deliverable or fails to reject the Deliverable as described within the five business day period, the Deliverable shall be deemed to be accepted.

If Client rejects any Deliverable, Crowe shall have ten business days to correct the deficiencies and provide the corrected Deliverable to Client.

This approval process shall continue this process in good faith, with any adjustments in procedures or specifications as agreed in writing by both parties, until the Deliverable is accepted or the Agreement is terminated.

Any issues with a Deliverable after a Deliverable is accepted shall be treated as a change in scope of the engagement.

### **Definition of Engagement Completion**

This engagement shall be concluded upon acceptance of the Deliverables or when terminated in writing by one of the parties.

### **Fees**

Our fees will be charged at an hourly rate on a time and materials basis, charging for professional time incurred by our personnel in connection with this engagement and for out-of-pocket expenses. The following hourly rates will be used not to exceed \$40,000:

Partner	\$350
Senior Manager	\$300
Manager	\$255
Staff	\$135

### **Billing**

We will invoice you for our services on a monthly basis as services are rendered and for out-of-pocket expenses as they are incurred.

Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The above fees are based on the internal audit services plan that details the scope and frequency of the work to be performed. Fees and expenses for any additional projects or services will be agreed to and billed separately.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, Crowe will so advise Client. Further, these fees do not consider any time that might be necessary to assist Client in the implementation or adoption of any recommendation made by Crowe.

Our fee estimates assume that personnel of the Client will assist us in gathering the information necessary to perform the engagement, including obtaining supporting documents, pulling customer files, following up on exceptions, and in other similar ways. We also assume that no irregularities will be discovered, no unusual procedures will be required, internal control is reasonably adequate, and there will be no substantial changes in the operations of the Client. If unforeseen circumstances indicate that the fees will change, the situation will be discussed with management.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises.

### **Contract Termination**

From time-to-time, businesses decide that an agreement does not continue to meet their needs. Accordingly, we mutually agree that either party can terminate this engagement upon delivery of written notice thirty (30) days prior to the date of the desired termination.

### **Miscellaneous**

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venture under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between us relating to the services (or any deliverables or other work product) covered by this Agreement. The engagement letter and any attachments are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by both parties. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written statements or other information not contained or incorporated in this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. The agreements of you and Crowe contained in this Agreement will survive the completion or termination of this Agreement. If any phrase, sentence, provision or other term of this Agreement is found unenforceable or invalid, this will not affect the other phrases, sentences, provisions or other terms, all of which will continue in effect as if the stricken term had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This agreement must be construed, governed, and interpreted under the laws of the State of Illinois, without regard for choice of law principles.

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this letter and the attached Crowe Engagement Terms are acceptable to you, please sign below and return a copy of this letter at your earliest convenience. Please contact Dean J. Uminski at (312) 966-3010 or dean.uminiski@crowehorwath.com with any questions or concerns.

Thank you for the opportunity to serve the Village.

**ACCEPTANCE:**

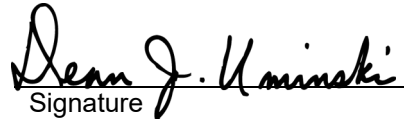
I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Village of Orland Park, Illinois the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, The Village of Orland Park and Crowe have duly executed this engagement letter effective the date first written above.

**The Village of Orland Park**

**Crowe Horwath LLP**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Dean J. Uminski  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Principal  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
June 28, 2017  
Date

Attachment: Attachment A

## Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

**CLIENT'S ASSISTANCE** – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect the additional time or resources required by Crowe will be mutually agreed upon. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

**PROFESSIONAL STANDARDS** – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

**REPORTS** – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

**CONFIDENTIALITY** – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

**THIRD PARTY PROVIDER** – Crowe may use a third-party provider in providing Services to Client, which may require Crowe to share Client confidential information with the provider. If Crowe uses a third-party provider, Crowe will enter into a confidentiality agreement with the provider to require the provider to protect the confidentiality of Client's confidential information, and Crowe will be responsible to Client for maintaining its confidentiality.

**CLIENT-REQUIRED CLOUD USAGE** – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third-parties assisting with or hosting the Cloud Storage that either such third-party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third-parties.

**DATA PROTECTION** – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations in disclosing or using such information to carry out the Services. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants that it has the authority to provide the Personal Data to Crowe in connection with the Services and that Client has processed the Personal Data provided to Crowe in accordance with applicable law. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, encrypting it when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of this Agreement.

**INTELLECTUAL PROPERTY** – Crowe may use ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, data, systems, Reports, or other know-how that it develops, owns or licenses ("Materials") in performing the Services. Crowe retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in providing the Services, but not in the Client information reflected in them. Upon payment for Services and subject to the other terms of this Agreement, Client will use Reports, as well as any Materials therein, only to the extent necessary and permitted under this Agreement.

**LEGAL AND REGULATORY CHANGE** – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

**PUBLICATION** – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

**CLIENT REFERENCE** – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

**NO PUNITIVE OR CONSEQUENTIAL DAMAGES** – Any liability of Crowe will not include any consequential, indirect, special, incidental, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

**LIMIT OF LIABILITY** – Except where it is judicially determined that Crowe performed its Services with gross negligence or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

**INDEMNIFICATION FOR THIRD-PARTY CLAIMS** – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with gross negligence or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

**NO TRANSFER OR ASSIGNMENT OF CLAIMS** – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

**TIME LIMIT ON CLAIMS** – In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

**RESPONSE TO LEGAL PROCESS** – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

**MEDIATION** – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

**JURY TRIAL WAIVER** – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."



**ARBITRATION** – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The parties will use the International Institute for Conflict Prevention & Resolution (the "CPR Institute") Global Rules for Accelerated Commercial Arbitration (the "Accelerated Rules") then in effect, or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by the CPR Institute. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis, where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

**NON-SOLICITATION** – Client and Crowe acknowledge the importance of retaining key personnel. Accordingly, both parties agree that during the period of this agreement, and for one (1) year after its expiration or termination, neither party will solicit any personnel or subcontractors (if any) of the other party for employment without the written consent of the other party. If an individual becomes an employee of the other party, the other party agrees to pay a fee equal to the individual's compensation for the prior full twelve-month period to the original employer.

**AFFILIATES** – Crowe Horwath LLP is an independent member of Crowe Horwath International, a Swiss verein. Each member firm of Crowe Horwath International is a separate and independent legal entity. Crowe Horwath LLP and its affiliates are not responsible or liable for any acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International. Crowe Horwath International does not render any professional services and does not have an ownership or partnership interest in Crowe Horwath LLP. Crowe Horwath International and its other member firms are not responsible or liable for any acts or omissions of Crowe Horwath LLP and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath LLP.

# Attachment A

## Statement of Work

### Description of the Process and Timeline

#### Impact Study of Proposed Food & Beverage Tax and Video Gaming Tax

Included below is a high level view of our standard methodology for providing this service:



#### ***Initiate (August, 2017):***

- Economic Impact study project planning and kickoff
- Establish stakeholders: Understand projects intended audience and key beneficiaries
- Gather project requirements and confirm economic and community assumptions (where data will be gathered and what multipliers will be used)

#### ***Gather (September, 2017):***

- Collect data, including direct and indirect impact factors
  - *Gather economic multipliers using the IMPLAN multipliers framework*
- Collect existing documentation
- Conduct interviews

#### ***Assess (October – November, 2017):***

- Conduct data analysis, including direct and indirect economic impact analysis and fiscal impacts
  - *Direct Impact:* measures direct impact as a result of a project or event, measured in tangible outputs, such as jobs, earnings, and direct costs.
  - *Indirect Impact:* Utilizing multipliers and modeling, measures impacts to other, possibly seemingly unrelated economic factors.
  - *Induced Impact:* measures the response by an economy to an initial change (direct effect) that occurs through re-spending of income, also often referred to as spillover or ripple effects.
  - *Fiscal Impact:* Generally, a calculation of changes in tax revenues as a result of a project or event.
- Review initial findings with client sponsor and share initial feedback before full report is drafted

#### ***Report (December, 2017):***

- Report summarizes the results of the analysis. (See Project Deliverable below)

### Project Scope

Crowe will perform a study for the Village of Orland Park to determine the impact that a Food and Beverage tax would have on restaurants located within the Village of Orland Park and estimate the potential revenue generated from the tax. In addition, Crowe will analyze and estimate the potential revenue derived from a Video Gaming tax.

To determine the effects of the Food and Beverage tax, our process will utilize the Impact analysis for Planning (IMPLAN) input-output model. This model utilizes the social accounting system, which provides the framework for the predictive multiplier model. Crowe will use IMPLAN datasets which are derived from a variety of sources including the U.S. Bureau of Labor Statistics, U.S. Bureau of Economic Analysis, and the BLS Consumer Expenditure survey. We have the capability to break down the food and beverage industry in three categories that will be assessed:

- Full-service restaurants: Establishments that provide food services where patrons generally order and are serviced while seated and pay after eating
- Limited-service restaurants: Establishments that provide food services (except snack and nonalcoholic beverage bars) where patrons generally order or select items and pay before eating.
- All other food and drinking places: Cafeteria Food Service Contractors, Caterers, Mobile Food Services, Bars, Buffets, Snack and Nonalcoholic Beverages

Crowe will use price elasticity estimates to determine the effect that the food and beverage tax will have on the local food and beverage industry. Price elasticity of demand is a measure of the relationship between a change in the quantity demanded of a particular good and a change in its price. Specifically, the project will use an elasticity study called *The Impact of Food Prices of Consumption: A systematic Review of Research on the price Elasticity of Demand for Food* published in the American Journal of Public Health, February 2010. This study examined 160 elasticity studies from 1938 to 2007 in order to determine a mean elasticity for a category of foods and industries.

Our analysis will quantify the impact on the full-time jobs equivalent, compensation and the overall economic output related to spending in the restaurant industry.

- Full-time job equivalent – ongoing, sustained jobs attributable to the food and beverage industry.
- Employee compensation – wage and salary income, employee benefits and employer paid payroll taxes attributable to the food and beverage industry.
- Economic output – total value of production across all industries that service the food and beverage industry

Crowe will also analyze the tax benefit and revenue generated through food and beverage tax in a fiscal impact study. Crowe will account for the changes in spending, and provide a yearly estimate of increased tax revenue due to the implementation of a food & beverage tax.

To determine the potential revenue from the Video Gaming tax, Crowe will analyze Video Gaming revenue reports from similar municipalities. From the analysis, Crowe will determine a representative sample, based on population, to determine the potential revenue from the tax.

## Project Deliverable

Crowe's report will include a comparative analysis of the restaurant industry within Orland Park with and without a food and beverage tax. This analysis will examine both the direct effect as well as the multiplier effects of the tax. In addition, Crowe will analyze and estimate the potential revenue from a Video Gaming tax.

Our deliverable will include a presentation of the study's findings as well as a document that provides detail of the findings in our analysis. The report will be broken into three sections:

- Background: Provide context on the restaurant and video gaming industry and the potential taxes in Orland Park.
- Economic Impacts: Analysis of the effects of the food and beverage tax on the restaurants in Orland Park. In addition, estimate the potential revenue derived from a Video Gaming tax.
- Summary of Key Assumptions: Provide further detail on the methods and procedures used for the study.

## Crowe Personnel

Crowe has assembled a strong and diverse team to work with the City of Orland Park experienced in providing impact study services. Team resumes available upon request.

Name	Firm	Role
Dean Uminski, CEcD	Crowe	Engagement Partner
Brandon Newton, CPA	Crowe	Project Manager
Joe Salsbury, CPA	Crowe	Senior Staff Consultant
Susannah Heitger, PMP	Crowe	Government Consultant Manager
Tanner Wall	Crowe	Staff Consultant

## Summary of Services

The following summary of services and estimated fee structure will be incorporated into our Statement of Work.

### Summary of Services

- An economic impact analysis that quantifies the impact a potential Food and Beverage Tax would have on the restaurants located within the village of Orland Park, Illinois.
- An estimate of the revenue generated by a potential Food and Beverage Tax.
- An analysis and estimation of the potential revenue from a Video Gaming tax.

### **Phase I – Identify Facts & Project Parameters**

1. Meet with the Village of Orland Park to review key project specifications and goals.
2. Gather project requirements and confirm economic and community assumptions.
3. Draft a detailed project calendar that includes timeline and key milestones.

### **Phase II – Gather Information and conduct interviews**

1. Collect data from a variety of sources that include direct and indirect impact factors.
2. Collect existing documentation. Information requests will be sent to Orland Park in order to complete a comprehensive comparison analysis of the programs put in place.
3. Conduct interviews with key stakeholders. This will include a written narrative of the meetings with stakeholders to be delivered to the Village of Orland Park.

### **Phase III – Asses**

1. Conduct data analysis, including direct and/or indirect economic impact analysis and fiscal impacts.
2. Review initial findings with client sponsor and share initial feedback before full report is drafted.

### **Phase IV – Report**

1. Present a final report that summarizes our key facts and findings, which includes a comprehensive document that provides detail of the findings in our analysis.

**(Signature Page Follows)**

**ACCEPTANCE:**

I have reviewed the statement of work outlined above and I accept on behalf of the Village, I represent and warrant that I am authorized by the Village to accept the statement of work as stated.

IN WITNESS WHEREOF, The Village of Orland Park and Crowe have duly executed this statement of work effective the date signed below.

**The Village of Orland Park**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Crowe Horwath LLP**

*Dean J. Uminski*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dean J. Uminski  
Printed Name

\_\_\_\_\_  
Principal  
Title

\_\_\_\_\_  
June 28th, 2017  
Date