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November 10, 2020

Ms. Charlene Parkinson
Treasurer
Galion City School District
470 Portland Way North
Galion, OH 44833

Dear Charlene:

Thank you for the opportunity to present our service proposal. We offer cost-effective asset inventory solutions. Our unbiased professional service and support finally make asset control and obtaining insurable values simple and reliable.

The staff at ACS has extensive experience in areas of GASB 34 implementation and insurance valuation. ACS asset reporting is delivered to your desktop in real-time allowing for instant auditor feedback. We understand and evolve to meet your individual fixed asset needs.

The following few pages outline our service intent. If you have any additional questions or concerns, please do not hesitate to contact me.

Respectfully submitted,

A handwritten signature in black ink that reads 'Sean R. Rager'.

Sean R. Rager CPA
President

We propose to inventory, evaluate and report on the buildings, movable assets and site improvements of the Galion City School District. The scope of our engagement will involve onsite inspections by uniformed professionals at 4 locations with an approximate total area of TBD square feet as specified by the Galion City School District listed later under "Agreement". Rest assured, all uniformed Asset Control Solutions Inc.'s (ACS) Field Professionals have been fingerprinted by Illinois Law enforcement and background information approved in several states as required.

ACS will physically inspect assets at and above the \$2,500.00 GASB 34 Capitalization threshold. These assets will be tagged and recorded in full detail including manufacturer, model, serial number and tag number. GASB 34 depreciation with associated fund and function detail will be presented when historical cost exceeds the GASB 34 threshold of \$2,500.00. Assets will be categorized and reported by location and general area within that location. Those with an estimated insurance replacement cost in excess of \$1,000.00 will be detailed, valued, and reported for "Proof of Loss" purposes.

Real-time reporting will be available online within **10 business days** of the onsite inspection. Your data is securely stored and backed up remotely thus reducing your operating cost of storage and system administration. Data can easily be printed or stored locally as a Microsoft Excel™ file or integrated into most accounting packages. Printed reports can be provided upon request, but not needed.

Asset categories reported in detail and summary include:

- Buildings and Structures
- Movable Equipment
- Site Improvements (insurable and uninsurable)

Web based reports communicate the following by asset class and location:

- Acquisition data (reasonably matched from current electronic records or estimated accordingly)
- Asset life
- Current and accumulated depreciation
- Salvage value and net remaining book value
- Fund and Function
- Special fields for flags and notations

Excluded from the services described by our proposal are:

- Infrastructure such as bridges, toll roads, and sewer systems
- Leased equipment under an operating lease (recorded for insurance when necessary)
- Expendable inventories and supplies
- Personal property of employees or others as identified
- Assets in or at locations locked away or otherwise not easily accessible *

**When assets are not easily accessible, we will consult with the Galion City School District to reasonably gather the assistance or information necessary to complete the survey.*

"Special Assets" such as land, technology, athletic uniforms, band instruments, library books, radios, computer software, fine arts, historical treasures, and other special assets can be incorporated into the property record based on information provided to us by Galion City School District and reported accordingly.

Buildings

The inventory and valuation will include an inspection of the 4 locations listed later under "Agreement" as supplied or approved by Galion City School District. Building component classifications will be comprised of General Construction, Plumbing, Heating/Ventilating/Air Conditioning, Electrical System, Sprinkler System, Roofing and Fixed Equipment allocations. *Please have fire escape and/or site maps available prior to site visit.*

Movable Equipment

Manufacturer, model and serial number will be recorded for assets exceeding the \$2,500.00 threshold by physical inspection when readily accessible for viewing. Assets that are secured, immobilized by wiring, or subject to damage by moving will be listed and described without serial numbers. (When serial numbers are made available, the items will be reflected in the report and fully documented.)

The remaining movable equipment, designated as other movable equipment, will be inventoried or modeled by general area or building basis, which will be grouped and valued by asset class as necessary for proof of loss. Data elements relating to dates of acquisition, acquisition cost, useful life, and replacement cost will be developed "at average" by asset type for each location segregation. These assets will not be tagged.

Site Improvements (Insurable and Uninsurable Land Improvements)

The site improvements will consist of: Lighting, Fencing, Signs, Playground Equipment, All Weather Track, Outside Property, Score Boards, Bleachers, Storage, Parking Lots, Sidewalks, Curbs, Retaining Walls, Etc.

Additionally Offered

If additional Movable Equipment detail is required for Insurance Proof of Loss and/or tracking highly liquid or walkable type "Critical Control" assets such as technology, we offer to tag these and other assets in excess of the \$1,000.00 threshold. These Optional Assets will be inventoried in detail and tagged with our standard vinyl tamper evident tags included with our new or existing reinventory service (see tags below).

Additionally, similar assets below the tagging threshold will be grouped together on a room-by-room basis or assigned content-modeling values on a per-building basis if room-by-room values are not desired.

Supporting documentation pertaining to the data, reasoning, and analyses will be retained by ACS. The depth of discussion contained in the report will be specific to your needs as the client and is designed for the intended use of GASB34 capital asset reporting and insurance "Proof of Loss".

Support

ACS made asset inventory easy. We are always available for your support.

Depending on your needs, we will work with you to make an easy way for you to report changes if you choose. If you have a large asset order that you want to tag immediately, please email your account rep with your needs in advance. Please note, we will tag and detail these items the following year during our next study.

Field Work Plan

1. Our work plan will begin with ACS receiving the signed agreement via fax, mail, email etc.
2. Our scheduling department will then contact you to determine a convenient time for you and your staff to attend a kickoff meeting and have ACS out to perform the onsite fieldwork.
3. Kickoff meeting documentation and other advance needs will be communicated in advance
4. Photographs of onsite Inventory Specialists and work plan communications will also be provided to you so you can forward to your School Personnel. All ACS members are uniformed, fingerprinted and FBI background checked professionals.
5. ACS's Senior Project Manager will lead your onsite fieldwork.
6. We will also provide you with a schedule and other materials that you might need such as Public Address announcements, pictures and credentials.
7. A final list of controlled items and other job specifications will be reviewed and signed off at the kickoff meeting. The kickoff meeting is digitally sound recorded for accuracy.
8. Our team will check in daily and inform you and your staff of our progress and any issues should they arise.
9. Data is uploaded daily for your review and is always redundantly remotely saved for added protection.
10. Our goal is to be as invisible and helpful as possible and exceed your expectations
11. Prior to departure, The ACS team leader will perform an Exit Interview with you or appropriate staff as available.
12. Our service doesn't stop with the Onsite Field Work and On time Delivery of Data. ACS team members are always free and available for you throughout the year.

Service Fee

Our fee for the engagement is **\$6,250.00**. It will remain in effect for 1 term. This fee is based on our estimate of professional services to be furnished according to our understanding of your requirements; should the scope of these requirements change, Asset Control Solutions, Inc. and the Galion City School District will mutually revise the fee to reflect those changes in service. Our fee is independent of the outcome of our study. Based on our understanding of the project, our fee is based on the following:

Our services offered as proposed above utilizing Capital Asset and Insurance inventory cutoffs as follows:

GASB 34 Capitalization threshold of \$2,500.00

Insurance Replacement Cost threshold of \$2,500.00

Optional Proof of Loss assets tagging threshold of \$1,000.00

Terms

49% of the first-year service fee is payable upon job commencement. Final payment due upon web delivery of Draft Data unless otherwise negotiated to fit budgetary requirements.

For best Internal Controls, ACS onsite physical inspection and inventory service can renew at \$5,900.00 **with constructive written** notice by Galion City School District.

Inventory is best performed by an independent third party equipped like ACS for the highest level of security and least expensive separation of duties. Ongoing self-maintenance update of Online Fixed Assets by Galion City School District is available for **\$650.00 annually**. *Charges only apply if independent ACS onsite physical inventory service is not renewed annually. This fee does not include cost of tags. For best asset control, **self-maintenance** is a weak separation of duties that may increase several internal risks.*

Tags

Our own Tamper Evident Tags are to be provided by Asset Control Solutions, Inc. free for as long as you have our new client onsite inventory or existing client reinventory onsite service scheduled in the current year. Besides being free, you will benefit from the added theft deterrent too.



Preexisting client barcode tags will be utilized when most efficient. Tags available will be confirmed for compatibility and security.

This Agreement is made effective as of November 10, 2020, by and between

Galion City School District

Galion, OH

and

Asset Control Solutions, Inc.

Schaumburg, IL

United States

In this Agreement, the Galion City School District who is contracting to receive services shall be referred to as "GCSDOH", and Asset Control Solutions, Inc. who will be providing the services shall be referred to as "ACS".

ACS has a background in technology, accounting and valuation and is willing to provide services to GCSDOH based on this background.

GCSDOH desires to have services described in the proposal dated November 10, 2020 provided by ACS.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. ACS will provide the following services (collectively, the "Services"): Assets with ACS provided or approved GCSDOH tag, will be located, inventoried and reported with location and tag identification by thresholds listed below. The associated asset capitalization, depreciation and an opinion of replacement valuation information of Buildings, Movable Equipment and Site Improvements will be tagged and reported in GASB 34 compliant detail above the Capitalization threshold of \$2,500.00,

Additionally offered is the tagging of assets for additional Insurance Proof of Loss detail and tracking highly liquid assets above a \$1,000.00 threshold.

2. PERFORMANCE OF SERVICES. The manner in which the services are to be performed and the specific hours to be worked by ACS shall be determined by ACS and approved in writing by GCSDOH. GCSDOH will rely on ACS to work as many hours as may be reasonably necessary to fulfill ACS's obligations under this Agreement.

3. PAYMENT. GCSDOH will pay a fee to ACS for the services in the amount of **\$6,250.00 Six Thousand Two Hundred Fifty Dollars and 00/100**. This fee shall be payable in a lump sum 49% upon job commencement and balance due upon presentation of draft web data.

4. TERM/TERMINATION. Term is for 1 year. Our service will renew at \$5,900.00 Five Thousand Nine Hundred and 00/100 **with constructive written** notice by GCSDOH and includes free tags. *Ongoing self-updating by GCSDOH also available for \$650.00 annually plus \$.09 per tag if tags required.*

5. EXPENSE REIMBURSEMENT. ACS shall pay all "out-of-pocket" expenses, and shall not be entitled to reimbursement from GCSDOH given no change of schedule initiated by GCSDOH following written authorization of travel schedule.

6. SUPPORT SERVICES. GCSDOH will not be required to provide support services, including office space and secretarial services, for the benefit of ACS.

7. NEW PROJECT APPROVAL. ACS and GCSDOH recognize that ACS's services will include working on various projects for GCSDOH. ACS shall obtain the approval of GCSDOH prior to the commencement of a new project.

8. RELATIONSHIP OF PARTIES. It is understood by the parties that ACS is an independent contractor with respect to GCSDOH, and ACS is not an employee nor does ACS have a financial interest in the GCSDOH. GCSDOH will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of ACS.

9. EMPLOYEES. ACS's employees, if any, who perform services for GCSDOH under this Agreement shall also be bound by the provisions of this Agreement. At the request of GCSDOH, ACS shall provide adequate evidence that such persons are ACS's employees.

10. INJURIES. ACS acknowledges ACS's obligation to obtain appropriate insurance coverage for the benefit of ACS (and ACS's employees, if any). ACS waives any rights to recovery from GCSDOH for any injuries that ACS (and/or ACS's employees) may sustain while performing services under this Agreement and that are a result of the negligence of ACS or ACS's employees.

11. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

- a. Consultant's Intellectual Property. ACS personally holds an interest in the Intellectual Property that is described as software and hardware and which is not subject to this Agreement.
- b. Development of Intellectual Property. Any improvements to Intellectual property, further inventions, or improvements, and any new items of Intellectual Property discovered or developed by ACS (or ACS's employees, if any) during the term of this Agreement shall be the property of ACS.

12. CONFIDENTIALITY. GCSDOH and ACS recognizes that both entities has and will have the following information:

- process information
- trade secrets
- technical information
- copyrights

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of GCSDOH and ACS and need to be protected from improper disclosure. GCSDOH and ACS agree that GCSDOH and ACS will not at any time or in any manner, either directly or indirectly, use any Information for GCSDOH's or ACS's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of GCSDOH and ACS. GCSDOH and ACS will protect the Information and treat it as strictly confidential.

13. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, email receipt returned, or deposited in the United States mail, postage prepaid, addressed as follows:

IF for GCSDOH:

Ms. Charlene Parkinson
Galion City School District
Galion, OH 44833

IF for ACS:

Sean R. Rager, President
Asset Control Solutions, Inc.
2040 E Algonquin Rd Ste 506
Schaumburg, IL 60173
An Illinois C corporation EIN:74-3163816

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

15. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

16. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

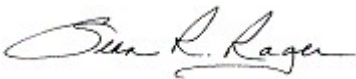
18. APPLICABLE LAW. This Agreement shall be governed by the laws of Galion City School District's home state.

Party receiving services:
Galion City School District
Galion, OH

By: _____
Ms. Charlene Parkinson
Treasurer

Date: _____

Party providing services:
Asset Control Solutions, Inc.

By: _____
Sean R. Rager
President

Date: 11/10/2020

Galion City School District
Main Locations