



# Ottawa County Commission Agenda

**March 03, 2025**

**307 N Concord St**

**Minneapolis, KS 67467**

*All times are approximate*

- 1. Call To Order** 8:00 a.m.
  - Flag Salute
  - Prayer
  
- 2. Public Forum** 8:05 a.m.
  - This is reserved for public comment for any items not on the agenda
  
- 3. City of Culver – Ashley Tron, City Clerk** 8:10 a.m.
  
- 4. IT Contract – Shelby Walker, Register of Deeds** 8:25 a.m.
  
- 5. Fund 96 Law Enforcement Budget – Carla Grund, Commissioner** 8:35 a.m.
  
- 6. Executive Session for Non-Elected Personnel – Keith Coleman, Facilities Director** 8:45 a.m.
  
- 7. Solid Waste Exemption – Tammi Cox, County Clerk** 8:55 a.m.
  
- 8. Results of KWORCC Audit – JoDee Copple, County Treasurer** 9:00 a.m.
  
- 9. Scot Loyd Contract – Tammi Cox, County Clerk** 9:10 a.m.
  
- 10. Consent Agenda** 9:25 a.m.
  - Accounts Payable
  - Correction Orders
  - Minutes (February 24th)
  
- 11. Clerk Comments** 9:30 a.m.
  
- 12. Commissioner’s Comments** 9:45 a.m.
  
- 13. Announcements** 9:50 a.m.
  
- 14. Adjournment** 9:55 a.m.

Ottawa County, Kansas  
Request for Action Form

Date: 2-3-2025

Department: IT

Reason for request:

- Review / Sign Managed Service contract with Lock-It
- Review / Sign Datto Contract with Lock-It

Requestors Signature: \_\_\_\_\_  
Shelby Walker

Clerk's Use:

Date Received: \_\_\_\_\_

Date Presented to Commissioners: \_\_\_\_\_

Motion Passed: \_\_\_\_\_

If request Denied, Date: \_\_\_\_\_

## Register Of Deeds

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**From:** Scott Hardin <shardin@lockit.tech>  
**Sent:** Friday, February 7, 2025 9:11 AM  
**To:** Register Of Deeds  
**Cc:** Stephanie Badawieh  
**Subject:** Contract Info

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Shelby, happy fridaaaaaaaaaaaaaaaaaaaaaaaaaaaaaay! I know you aren't a fan of an email book but I want to send this over as an email so you'll be able to reread it instead of me hitting you with a firehose of talking. We can certainly chat on the phone once you have this info. I also added our new employee Stephanie who is in training for this sort of thing!

Here is a list of the contracts as I see them in our system.

### Managed Service Items

managed services \$3240 monthly, start date 8/1/23  
Threatlocker \$180 monthly, start date 10/1/24

### Backup Items

Datto EndpointBackup for PCs \$90 monthly, 10/1/24  
Datto BCDR (server) \$436.10 monthly, 10/1/24

### Microsoft Items

3x Microsoft 365 Exchange (email only) totalling \$48 annually, start date 4/1/22  
31x Microsoft 365 Business Standard (apps and email) totalling \$4650 start date 9/24/24  
3x Microsoft 365 Business Premium (apps/email/encryption) totaling \$792 annually, start date 9/24/24

Also, I misunderstood part of our new contracts, so I need to make a clarification. I'm not able to lock the price for three years to stay exactly the same the whole time.

A 1 year auto renews every year, and a 3 year will renew for 1-year periods after the 3 years. Annually with both of them your price will likely increase- whether you do a 1 year or a 3 year that doesn't change that. Our techs get raises every year, prices for our tools go up etc. so, things need to creep up along with that. We're giving you a discount starting out on the 3 year because you are committing to 3 years with us instead of 1. This should keep the overall increases smaller over that time as well.

Of course, feel free to have the county attorney look over the contract you have currently, send me questions and I can have Mitch explain it as well if it's kind of wishy washy. I apologize for not being correct off the bat. We've made a BUNCH of changes because of cybersecurity insurances and those liabilities and it's making everything super annoying!

Thanks and feel free to pepper me with questions it's no issue at all!

**Addendum**  
**Managed IT Services**

This Addendum ("Addendum") is entered into effective upon the date of last signature on the Addendum between LockIT Technologies, LLC. ("Provider") and the below referenced client ("Client"). This Addendum is subject to the Master Services Agreement (the "Agreement") between Provider and Client located at <[https://lockit.tech/wp-content/uploads/2024/06/LockIT\\_MSA\\_Online\\_20240531.pdf](https://lockit.tech/wp-content/uploads/2024/06/LockIT_MSA_Online_20240531.pdf)> and such terms and conditions are hereby incorporated by reference.

**A. Effective Date And Go-Live Date:** The Effective Date of this Addendum is 2/13/24. Provider will notify Client of the date when all Services specified in this Addendum are available to Client (the "Go Live Date"). Provider will notify Client and provide Client with information needed for Client to access the Services. Provider's obligation to deliver Service as specified herein does not begin until the Go Live Date. Prior to the Go Live Date, Provider will be in the implementation process, which means the Services will not be active. Failure of the Client to engage with Provider effectively and efficiently during the implementation period, including but not limited to failing to provide required access and information, to the extent that impedes or delays the Go Live Date by more than sixty (60) days after the date this Addendum is signed, may lead to all or any of the following, at Provider's sole discretion, regardless of the status of implementation: a start of billing for the Services; additional fees; the beginning of the Addendum Term; termination of this Addendum. The Term shall begin on the Go Live Date.

**B. Term.** The initial term of this agreement is three (3) years ("Initial Term"). This Addendum shall automatically renew for successive periods of one (1) year (each of a "Renewal Term") unless Provider or Client gives the other party sixty (60) days-notice prior to the end of the Initial Term or Renewal Term as the case may be.

**C. Services to be Provided.** Available services offered by Provider are listed in the Provider Service Catalog located at <<https://lockit.tech/docs/service-catalog/>>. For each category of services, certain actions by Provider are included in the fixed monthly fee; others are not included in the fixed monthly rate. The Services selected by Client to be included in this Addendum are listed in Exhibit A. Any services not selected by Client in Exhibit A are not included under this Addendum.

**D. Fees.** Client shall pay the Fees set forth on Exhibit A for the Services during the Initial Term. These fees may include Monthly Recurring Fees for Managed IT, On-Boarding and One-Time-Fees, and/or Equipment and Hardware Fees, as ordered by Client. Equipment and/or hardware may ship directly from a third-party vendor. Monthly Recurring Fees will be charged monthly on the designated day of the month and are billed in advance of the month to which they apply. The number of users or devices will be reviewed monthly and will be invoiced accordingly. On-Boarding and One-Time-Fees and/or Equipment and Hardware Fees will be billed as set forth herein.

Client acknowledges that the Fees specified do not include Professional Services, including Project Work, except any professional services or professional services designated as part of the One-Time or On-Boarding Fees in this Addendum or Professional Fees listed in another agreement between the Parties. Any Professional Services, Project Work, or other items outside of the scope of this Addendum will be charged at Provider's standard rates (usually hourly) for such Services. Monthly Recurring Fees are non-refundable once paid by Client for the Services.

Provider reserves the right to increase the Fees during the Term no more often than once annually, and by no more than 10%.

**E. Support Hours.** Remote helpdesk Services will be provided to Client by Provider through remote means between the hours of 8:00 am – 5:00 pm Central time Monday through Friday excluding Provider-recognized holidays. Service may be requested by emailing Provider at support@lockit.tech or by calling 785-534-1626. Urgent issues must be logged by sending an email AND calling.

Issues experienced after hours may be reported by emailing or leaving a voicemail in Provider' voice mailbox with Client's name, call back number, and a brief description of the issue or request.

The above notwithstanding, Provider may suspend the provision of Services from time to time for routine maintenance. Provider will provide notice to Client when feasible, and will endeavor to keep any such interruption as short as practicable.

**F. Exclusions.** Services rendered under this Agreement do not include the following, which are subject to Provider's then current time and materials rates:

- Equipment, hardware, and software not located in Client's office location(s) on a regular basis (e.g., equipment used by an employee who telecommutes 100% of the time).
- Installation and setup of new equipment, software, and hardware. Once installed new equipment, software, and/or hardware may be added to the Recurring Monthly Fee at the applicable device or per user fee specified in Exhibit A or, if no fee is specifically indicated, then Provider's then standard rates for the specific equipment, hardware, or software. New equipment purchased after the signing of this agreement, is excluded from this agreement.
- Labor, support, setup, and any other services involved with Client moving from one office location to another or opening a new office.
- Services and support related to litigation involving Client, including assistance with document production, subpoenas, or requests by a third-party for Provider to produce records belonging to Client directly or to provide witness testimony. Provider's Managed IT program does include assistance with implementing "litigation hold" procedures provided that: (1) such hardware, software, and equipment is included in the Services being provided by Provider; and (2) such assistance is limited to the options available in the applicable hardware, software, and equipment. Implementation of specialized software or other solutions to accomplish a litigation hold is outside the scope of the Services.
- Parts, equipment or software not capable of being covered by vendor/manufacture warranty or support.
- Equipment, software, parts, hardware and shipping charges of any kind (except those explicitly ordered above).
- The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind (excluding those explicitly ordered above).
- Third-Party Vendor Support Fees of any kind.
- The cost to bring Client's environment up to minimum standards required for services.
- Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- Services performed outside of Normal Support Hours (available at normal hourly rates for such Services).
- Service and repair made necessary by the alteration or modification of equipment other than that authorized by Provider, including alterations, software installations or modifications of equipment made by Client's

employees or anyone other than Provider.

- Programming (modification or software code) and program (software) maintenance unless specified above.
- Training Services of any kind.
- Support for Personal devices of Client employees
- Any response to or remediation of an identified security incident (ransomware, business email compromise, data exfiltration, etc.).
- All other Professional Services offered by Provider, excluding the Services and Professional Services specified herein.

**G. Minimum Standards Required For Services.** All hardware and software that Provider will manage for Client under this Addendum must still be fully supported by the manufacturer or seller of such hardware/software. Provider will not provide support under the Monthly Fee for any OS, software or hardware package, software, toolset, appliance or device that is out of service by the manufacturer and/or does not carry an active and current manufacturer Support License. All software must be genuine, properly licensed and vendor-supported. Provider may provide support for hardware and/or software that is no longer supported by the manufacturer or seller of such software in its sole and absolute discretion, and such support and services, is provided, are outside of the scope of Client's Monthly Fee hereunder and will be completed on an hourly basis for Client.

**H. Provider Property.** Provider may place at Client's site or otherwise provide equipment, other goods, materials/supplies and/or similar items, software, and information owned by Provider or a third party, for the purposes of carrying out this Addendum (collectively, "Provider Property"). Such placement or provision of Provider Property shall not create any rights of ownership in Client or any third party. Client shall use reasonable care with Provider Property, but no less care than Client uses with respect to its own property. Client shall return Provider Property upon Provider request or upon termination or expiration of this Addendum. Client's failure to return Provider Property within seven (7) days of request or upon termination or expiration of this Addendum will result in a fee to the client equivalent to the new replacement cost of Provider property.

**I. Third Party Providers.** To enhance the Services provided by Provider to Client, Provider may utilize third parties for certain products ("Third-Party Product Vendors") or services ("Third-Party Providers"). In addition to Provider, Client may be legally bound to certain third party terms and conditions. The Third-Party Product Vendors and Third-Party Providers and links to their terms and conditions below. Client may also be subject to any other agreements and documents presented by the Third-Party Product Vendors or Third-Party Providers that are required to provide the Services, each as amended by the third-party from time to time. Third Party Product Vendors and Third-Party Providers may be changed/replaced during the service period. We will inform you via e-mail of the change and advise of the new terms and conditions link for such services. Third Party Product Vendors and their Terms and Conditions applicable to Client are listed at <<https://lockit.tech/legal/eula/>>.

**J. Security.** The physical security of all electronic equipment, computers, servers, and network is the responsibility of Client. While Provider may make recommendations regarding the security of electronic equipment, computers, servers, and networks, it in no way is responsible for the security of said items, whether or not Provider's recommendations are followed, as no security measures are 100% effective.

**K. Viruses And Other Threats.** Provider recommends, and has advised Client, of the importance of using active

firewalls and up-to-date virus and malware protection. Client understands that any attacks on Client's computer networks and/or computers as a result of malicious software, viruses, worms, social engineering, phishing, and other hacker threats to exploit Client's networks and computers are not the responsibility of Provider, and that while Provider does recommend certain security measures, it is not responsible for failure to comply with said recommendations or the failure of the recommended measures to protect Client's systems, as no such measures are 100% effective.

**L. Electrical Power, Lightning, And Surges.** Provider recommends, and has advised Client, that Client use UPS (Uninterrupted Power Supply/Backup Batteries) on all computer and network equipment. It is Client's responsibility to provide such protection and/or backup batteries along with power outlets with sufficient power to support equipment at desired locations. Client further acknowledges and agrees that surges, power spikes, brownouts, blackouts, lightning damage or any acts of God are not the responsibility of Provider and are outside the scope of this Addendum.

**M. Multifactor Authentication.** Provider requires the use of multi-factor authentication on M365 and externally available applications to provide increased security and to protect Client from various security threats. Client agrees to conform to the use of the multi-factor authentication software that is provided by Provider, and to keep any dependent software up to date to support multi-factor authentication. Client agrees to train Client's employees on the importance of complying with multi-factor authentication security requirements.

**N. Pre-Existing Defects And Conditions.** Client understands and agrees that pre-existing defects and conditions to Client's computers, network, servers, and software are outside the scope of this Addendum.

**O. Client Responsibilities.** Client agrees to be bound by and comply with the Client Responsibilities listed at <https://lockit.tech/docs/client-responsibilities/>.

**P. Out-Of-Scope Issues.** Upon request of Client, Provider may provide services on a Time & Materials ("T&M") basis. T&M is a method of engaging Provider that allows Client to utilize a variety of Provider technical resources on an as-needed basis. With a T&M engagement, Client is not purchasing a fixed set of deliverables, but instead is purchasing time on an as-used basis. The work performed during the resource's time is governed by to the expressed requirements of Client, and Provider makes no warranty or guarantees beyond "reasonable endeavors" and "best efforts." All actual hours used by the Client will be billed according to the details and rates at <https://lockit.tech/docs/rate-card/>.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be signed by their duly authorized representatives as of the date set forth below.

Electronic signatures are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Each person signing hereto represents and warrants that he or she is duly authorized and has legal capacity to execute this MSA. This MSA may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

IN WITNESS WHEREOF, the Parties have caused this MSA to be executed as of the date the last Party signs.

Ottawa County Courthouse

LockIT Technologies, LLC

(Shelby Walker)

(Scott Hardin)

Name: Shelby Walker

Date:

E-mail: [registerofdeeds@ottawacounty.org](mailto:registerofdeeds@ottawacounty.org)

Address: 307 N Concord Minneapolis, Kansas  
67467

Name: Scott Hardin

Date:

E-mail: [shardin@lockit.tech](mailto:shardin@lockit.tech)

Address: 206 S Mill St  
Beloit, KS  
67420



Exhibit A

Description	Price	Qty.	Amount
Monthly Retaining			
<b>Datto Backup - BCDR</b>	\$609.72	1	\$609.72
Adjust datto backup to 7 year retention.	Per Month		
		Monthly	\$609.72
		Tax	\$0.00

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**A. Effective Date And Go-Live Date:** The Effective Date of this Addendum is 1/31/2025. Provider will notify Client of the date when all Services specified in this Addendum are available to Client (the "Go Live Date"). Provider will notify Client and provide Client with information needed for Client to access the Services. Provider's obligation to deliver Service as specified herein does not begin until the Go Live Date. Prior to the Go Live Date, Provider will be in the implementation process, which means the Services will not be active. Failure of the Client to engage with Provider effectively and efficiently during the implementation period, including but not limited to failing to provide required access and information, to the extent that impedes or delays the Go Live Date by more than sixty (60) days after the date this Addendum is signed, may lead to all or any of the following, at Provider' sole discretion, regardless of the status of implementation: a start of billing for the Services; additional fees; the beginning of the Addendum Term; termination of this Addendum. The Term shall begin on the Go Live Date.

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**D. Fees.** Client shall pay the Fees set forth on Exhibit A for the Services during the Initial Term. These fees may include Monthly Recurring Fees for Managed IT, On-Boarding and One-Time-Fees, and/or Equipment and Hardware Fees, as ordered by Client. Equipment and/or hardware may ship directly from a third-party vendor. Monthly Recurring Fees will be charged monthly on the designated day of the month and are billed in advance of the month to which they apply. The number of users or devices will be reviewed monthly and will be invoiced accordingly. On-Boarding and One-Time-Fees and/or Equipment and Hardware Fees will be billed as set forth herein.

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Ottawa County Courthouse

LockIT Technologies, LLC

(Shelby Walker)

(Scott Hardin)

Name: Shelby Walker

Date:

E-mail: [registerofdeeds@ottawacounty.org](mailto:registerofdeeds@ottawacounty.org)

Address: 307 N Concord Minneapolis, Kansas  
67467

Name: Scott Hardin

Date:

E-mail: [shardin@lockit.tech](mailto:shardin@lockit.tech)

Address: 206 S Mill St  
Beloit, KS  
67420

Exhibit A

Description	Price	Qty.	Amount
LockIT Base+ Package	\$85.00	39	\$3,315.00
LockIT Base+ Package	Per Month		
Threatlocker	\$5.00	39	\$195.00
Threatlocker	Per Month		
	Upfront		\$3,510.00
	Tax		\$0.00
<b>Total</b>			

**Solid Waste Fee Exemption**  
Ottawa County Board of Commissioners  
307 N Concord St, Suite 210  
Minneapolis, KS 67467

Property Owner Name Auto-Tek LLC  
Address 215 N Sheridan City Minneapolis Zip 67467  
Telephone Number 785-392-6400  
Address of Proposed Property Exemption ~~215 N Sheridan~~ 215 N Sheridan  
City Minneapolis Zip 67467  
Property # 1-4-1-0-1-0-4-0-1-0 (10 digit PIN in upper right corner of tax statement) 8682  
Is this a livable residence? No  
Are there utilities hooked up to this property? yes  
Further description of property storage for Auto-Tek

Reasons and comments No trash generated @ 215 N Sheridan  
Deny could be used

Property Owner Signature: David M. Sweet Date 12-12-24

\*\*\*\*\* OFFICE USE ONLY \*\*\*\*\*

Approved \_\_\_\_\_ Denied X Date \_\_\_\_\_ @ 230 rate

Commission District: 1st 2nd 3rd

Comments \_\_\_\_\_

OTTAWA COUNTY BOARD OF COMMISSIONERS

Dated this 30 day of December, 2024.

Dawn D. Wolf Chairman

Scott Fortimes Member

OJ My Member

Attest: Tammi Cox

Tammi Cox, Ottawa County Clerk



## Ottawa County Clerk

---

**From:** Nicole Jarboe-Paxson <nicole@kworcc.com>  
**Sent:** Wednesday, February 26, 2025 1:19 PM  
**To:** Ottawa County Clerk  
**Subject:** 2024 Payroll Audit  
**Attachments:** Ottawa County 2024 Audited Premium Statement.pdf; Ottawa County 2024 Payroll Audit.pdf

Tammi,

Thank you for sending your 2025 estimated premium check. We value you as a loyal member of KWORCC and are looking forward to another outstanding year.

As you know, we are required to perform a payroll audit each year after the previous year's final payroll numbers are known. Attached you will find your 2024 Payroll Audit and your 2024 Audited Premium Statement. If, after you review your payroll audit, you feel anything needs to be adjusted, please contact me so we can discuss the matter and see what, if anything, can be done.

Your payroll audit has resulted in a refund and a check will be placed in today's mail. Please let us know if you don't receive it in a timely manner.

If you have any questions about these documents, please reply or give me a call at 785-357-1069.

Thank you,

Nicole Jarboe-Paxson, CAWC  
Senior Vice President for Underwriting  
KWORCC  
785-357-1069  
<http://www.kworcc.com>

**CONFIDENTIALITY:** This e-mail message and any attachment thereto is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the recipient of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this e-mail communication in error, please notify us immediately by sending a reply e-mail message to the sender.

**Insured Name and Address**  
**Ottawa County**  
**307 N. Concord**  
**Minneapolis, KS 67467**

**Policy Effective Date** 1/1/2024  
**Policy Expiration Date** 1/1/2025  
**Experience Modification** 1.06  
**Modification Effective Date** 1/1/2024  
**Rate Effective Date** 1/1/2024  
**Risk ID** 154027084  
**Five Year Loss Ratio** 45%  
**Loss Ratio Date Range** 2018-2022

Occupation	Manual Class Code	Exposure Payroll Amount	Cost Per Code	Rate Per Code
Bridges & Culverts/Public Works	5222	\$73,019	\$3,769	\$5.16
Street or Road Construction & Drivers/Planning/Survey/Zoning	5506	\$718,330	\$23,416	\$3.26
Drivers, Chauffers and their Helpers	7380	\$51,149	\$1,907	\$3.73
Firefighters, Drivers & Emergency Management/Preparedness	7710	\$54,697	\$1,725	\$3.15
Volunteer Firefighters & Drivers/Storm Spotters	7711	\$39,300	\$1,240	\$3.15
Police Officers & Drivers/Compliance & Code Enforcement	7720	\$566,086	\$14,096	\$2.49
Administrators/Appraisers/Economic Development	8742	\$81,439	\$160	\$0.20
Clerical Office Employees NOC	8810	\$681,410	\$720	\$0.11
Librarians	8810L	\$42,382	\$45	\$0.11
County Attorney and Staff	8820	\$107,268	\$113	\$0.11
Clinic & Health Department	8832	\$186,580	\$338	\$0.18
Building Maintenance Operations NOC	9015	\$115,304	\$2,854	\$2.48
Noxious Weed Department	9102w	\$43,941	\$1,194	\$2.72
<b>Total Payroll</b>		<b>\$ 2,760,905</b>		

**\$51,576** Audited Premium  
 \$57,099 Premium Deposit  
 (\$5,523) Refund



**LOYD GROUP, LLC**

520 S. Main Street  
P.O. Box 7  
Galva, KS 67443

[www.loyd-group.com](http://www.loyd-group.com)

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January 10, 2025

Ottawa County  
Board of County Commissioners  
Ottawa, Kansas

You have requested that we prepare the projection of Ottawa County, which comprises the projected budgeted cash receipts and expenditures for the year ended December 31, 2026 prepared under the regulatory basis of accounting in the prescribed format required by the State of Kansas, and the related summaries of significant assumptions, and accounting policies (projection). We are pleased to confirm our acceptance and our understanding of this engagement to prepare the projection of Ottawa County by means of this letter.

A projection presents, to the best of management's knowledge and belief, Ottawa County's expected financial position, results of operations, and cash flows for the projection period assuming that all budgeted resources are received and expended as projected. It is based on management's assumptions, reflecting conditions it expects to exist and the course of action it expects would be taken during the projection period assuming that all budgeted resources are received and expended as projected. The projection is designed to comply with the State of Kansas' budgeting laws and for computing the necessary tax levy to be levied by the County that the Ottawa County resides in and might not be useful for other purposes.

#### **Our Responsibilities**

The objective of our engagement is to prepare a projection in accordance with guidelines for the presentation of a projection established by the American Institute of Certified Public Accountants (AICPA) based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the projection.

Our engagement cannot be relied upon to identify or disclose any misstatements in the projection, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

#### **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare the projection in accordance with guidelines for the presentation of a projection established by the AICPA. You have the following overall

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**D. Scot Loyd, CPA, CGFM, CFE, CGMA, CNC**

*"Creating Maneuverability in Government"*

responsibilities that are fundamental to our undertaking the engagement to prepare your projection in accordance with SSARS:

- 1) The selection of accounting principles to be applied in the preparation of the projection.
- 2) The design, implementation, and maintenance of internal control relevant to the preparation and presentation of the projection that is free from material misstatement, whether due to fraud or error.
- 3) The prevention and detection of fraud.
- 4) To ensure that Ottawa County complies with the laws and regulations applicable to its activities.
- 5) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare the projection.
- 6) To provide us with—
  - Documentation and other related information that is relevant to the preparation and presentation of the projection,
  - Additional information that may be requested for the purpose of the preparation of the projection, and
  - Unrestricted access to persons within Ottawa County with whom we determine it necessary to communicate.

The projection will not be accompanied by a report. However, you agree that the projection will clearly indicate that no assurance is provided on it.

#### **Other Relevant Information**

D. Scot Loyd is the engagement partner and is responsible for supervising the engagement.

We estimate that our fees for these services will be \$25,000. You will also be billed for out-of-pocket costs such as word processing, postage, travel, etc. Additional expenses will incur if an amended budget is necessary. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

It is mutually agreed that should unusual conditions arise whereby the accountants' services are necessary beyond the extent of the work heretofore contemplated and required, such unusual conditions shall be brought to the attention of the governing body, to enable them to determine

whether the accountants shall be authorized and delegated to make a detailed investigation of the matters in question. This authorization process would also include a determination of whether this work could be completed under the AICPA's Nonattest Services Interpretation (ET 1.295). This determination would be reviewed by Loyd Group, LLC's management before presenting this additional work to the governing body for consideration.

It is our understanding that your intent in engaging our professional services is that the services provided to you under this agreement is for the internal use of management, and the County. Moreover, as of the time of this engagement, we have not been notified, in writing or otherwise, that the professional accounting services rendered under this agreement will be made available to any other person, firm or corporation for any purpose not specified hereinabove.

The County Commission has also asked for training services to be included in this agreement, such as assistance with training staff throughout the engagement on government terminology, the technical side of how a budget flows, answering questions on how KMAAG financial statements are assembled, and assisting with adjusting journal entries throughout the year with the County staff. These services will be included in this contract price. If these services add significant time to this engagement, then we will come back to the Commission to discuss and arrive at a new fee estimate.

Consequently, no other person, firm or corporation is entitled to rely upon these professional services for any purpose without our express, written agreement; and is not entitled to rely upon these services except in connection with the reasons and for the time period referenced above without our express written agreement.

This engagement embodies the entire agreement and understanding between the parties hereto and there are no promises, warranties, covenants or conditions made by any of the parties except as herein expressly contained. The terms and conditions of this engagement shall be governed and construed in accordance with the laws of the State of Kansas and may only be modified in a writing signed by all the parties. Jurisdiction and venue of any dispute or cause of action arising out of or related to the subject matter of this agreement shall lie in the State of Kansas and any litigation arising out of or related to the professional services rendered thereunder shall be brought in the State of Kansas.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly Yours,

D. Scot Loyd, CPA, CGFM, CFE, CGMA CNC  
By D. Scot Loyd, CPA, CGFM, CFE, CGMA, CNC

Loyd Group, LLC  
Loyd Group, LLC

Acknowledged by Ottawa County, Kansas

County Commission Chair: \_\_\_\_\_

County Commission: \_\_\_\_\_

County Commission: \_\_\_\_\_

Date: \_\_\_\_\_

Attested by:  
County Official Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_