

We See You Through.®

June 28, 2023

Kay Pace, Tax Collector Gerald Steen, President Madison County Board of Supervisors P.O. Box 113 Canton, Mississippi 39046-0113

Dear Ms. Pace and Mr. Steen:

This letter confirms the engagement of GranthamPoole PLLC by Kay Pace and the Madison County Board of Supervisors ("Board"). We are engaged to provide forensic accounting services for the county of Madison related to audit findings for the fiscal year ended September 30, 2021.

The professional services we currently expect to provide include reviewing documents and workpapers related to the most recent financial audit, reconciliations of cash and credit card receipts and accounts receivable worksheets. We may be required to look back to prior periods to determine and quantify the source of any discrepancies. In the course of our work, we may request additional items as needed, and communicate with your external auditors. We will rely on your personnel for assistance in gathering documents.

At the conclusion of our engagement, we will prepare a written report that will support our conclusions. We will report to you directly, and will submit to you reports, communications, and work product. These reports are to be used only in connection with this matter.

All workpapers or other documents used by us during this engagement will be maintained in segregated files, and such originals and all copies will be returned to you upon the completion of our engagement.

For the joint benefit of both Kay Pace and the Board, all written reports and communications and the information provided to prepare those written reports or communications are to be considered confidential work product.

It is agreed that our fee is not contingent on the results of our engagement. Currently, we cannot estimate the cost for this engagement. We will submit bills to you monthly, due upon receipt, which will be based on our standard hourly rates for this type of service which range from \$140 per hour for staff to \$350 per hour for partners. Once our work commences, it may be possible to better estimate the hours required, and we will communicate this to you and the Board of Supervisors immediately. We reserve the right to suspend rendering further services until payment is received on past due invoices.

If information becomes known that would make our continued involvement in this engagement inappropriate, we reserve the right to withdraw from this engagement. In addition, we will refuse to perform any requested act that we deem a violation of law, public policy, or our professional ethical standards, and may, as a result, withdraw from the engagement without penalty.



Kay Pace, Tax Collector Gerald Steen, President Page 2

In no event will our firm be liable for incidental or consequential damages resulting from our performance on this engagement, even if we have been advised of the possibility of such damages.

By acknowledging acceptance of the terms of this engagement, Kay Pace and the Board represent and warrant that they have the authority to employ GranthamPoole PLLC on the terms and conditions set forth herein. If this is in accordance with your understanding and meets with your approval, please sign and date one copy of this letter in the space provided. This agreement will become effective when you return the signed copy to us. If the need for additional services arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter.

Sincerely,

Alephanie Smith

Stephanie B. Smith, CPA, CFF GranthamPoole PLLC

ACCEPTED BY:

Kay Pace, Tax Collector

Kay Pace

Date

Madison County Board of Supervisors

Gerald Steen, President

Date