



We See You Through.®

December 12, 2023

Madison County Tax Collector
Attn: C.J. Garavelli
P O Box 113
Canton, Mississippi 39046

RE: Accounting and Advisory Services

We are pleased to confirm our acceptance and understanding of the services we are to provide for Madison County Tax Collector (the Company), for the year ended December 31, 2024.

You have requested that we perform the Accounting and Advisory Services described in Appendix A.

The objective of our engagement is to perform the requested services in Appendix A in accordance with the modified cash basis of accounting 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, a conclusion, nor provide any assurance on any financial statements prepared.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud, or error, or to identify or disclose any wrongdoing within the Company or noncompliance with laws or regulations.

The financial statement preparation portion, if any, of the engagement to be performed in Appendix A is conducted on the basis that management acknowledges and understands that our role is the preparation of the financial statements in accordance with the modified cash basis of accounting. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

1. The selection of the modified cash basis of accounting as the financial reporting framework to be applied in the preparation of any financial statements.



2. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of any financial statements that are free from material misstatement, whether due to fraud or error.
3. The prevention and detection of fraud.
4. To ensure that the Company complies with the laws and regulations applicable to all 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 financial statements.
6. To provide us with-
 - a. Documentation, and other related information that is relevant to the preparation and presentation of any financial statements,
 - b. Additional information that may be requested for the purpose of the preparation of the financial statements, and
 - c. Unrestricted access to persons within the Company with whom we determine necessary to communicate.

The financial statements will not include a statement of cash flows nor any related notes to the financial statements that would be required by the modified cash basis of accounting. The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

GranthamPoole PLLC, in its sole professional judgment, reserves the right to refuse to take any action that could be construed as making management decisions or performing management functions, including determining account codings and approving journal entries and will notify the Company of such refusal.

If necessary, we may suggest you contact your attorney, one of our strategic partners with specific expertise, or someone else better suited to assist you. We have no responsibility to oversee the services of any other professionals with whom you engage to provide services.

In the event that we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates at the time the services are performed. We will request a retainer payment in advance of the



services being performed, as well as ongoing replenishments of the retainer. You also agree to reimburse us for all out-of-pocket expenses incurred in that regard.

We may from time to time, and depending on the circumstances, use certain third-party service providers in serving your account. We may share confidential information about you with these service providers, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. If we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Either party may terminate this agreement by providing written notice to the other party. This agreement will remain effective until a new signed engagement letter is received or a written termination letter is received.

You understand and agree that we may withdraw from the present engagement at any time for any reason at our sole discretion. In particular, you agree that if you fail to provide the requested information or pay for services for this engagement on the agreed upon schedule, we either may discontinue performing services for you until all outstanding balances are paid and/or may withdraw from the engagement ten days after the mailing of written notice to you at the same address to which statements are sent.

If our work is suspended due to lack of payment and we later receive payment from you along with your request that we resume services, we may provide you with an updated timeline for completion of any past due work. We are under no obligation to resume services. You understand that this may result in significant delays in processing.

We reserve the right to terminate our work immediately if, during the course of our services, we become aware of any matters that would compromise our professional or legal standing in any way, either in fact or based on confirmed or potential public perception.

Other Relevant Information

Karen Wagner is responsible for supervising the engagement.

Our fees for the above described services are estimated to be \$2,000.00 per month. Our invoices



for these fees will be rendered each month as work progresses and are payable upon receipt. These fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs.

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.

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,

Grantham Poole Puc

GranthamPoole PLLC

Enclosures

APPROVED:

The above letter and the supporting Appendix confirm our understanding of the services to be performed, the limitations of those services, and the fees for those services.

CJ Garavette

Signature

CJ GARAVETTE

Printed Name

TAX COLLECTOR

Title

12/21/23

Date

Summary

Monthly Fee \$2,000 - GranthamPoole Services - Accounting

Type of Service	GranthamPoole Responsibility	Client Responsibility	Due date
Accounting and Advisory Services:			
Timeframe:			
Weekly Closing	X		
Monthly Closing		X	
Quarterly Closing		X	
Annual Closing		X	
Provided Services:			
Data Entry: Banking Transactions	X		
Data Entry: Credit Card Transactions		X	
Data Entry: Loans and Lines of Credit		X	
Reconcile Bank Accounts	X		
Customer Invoice Preparation		X	
Recording Payment of Customer Invoices		X	
Point of Sale Integration		X	
Business Expense Tracking		X	
Client Billable Expense Tracking		X	
Recording Depreciation/Amortization of Fixed Assets		X	
Confirm and True Up Collections and Distributions	X		
Year End Adjustments and Closing of Books	X		
Financial Reports	X		
Other Financial Statement Duties:			
Consolidated Financial Reports (if multiple entities)		X	
Record deferred revenue		X	
Record prepaid expenses		X	
Record accrued expenses		X	
Tie expense reports/ reimbursed expenses		X	
Record Journal Entries	X		
Budget Variance Analysis		X	
Cash flow projections/ forecasts		X	
Initiate Banking Transfers		X	
Add New Users to Accounting Software		X	
Train External Business Users on Accounting Software		X	
Payroll Processing:			
Weekly Payroll		X	
Biweekly Payroll		X	
Semimonthly Payroll		X	
Monthly Payroll		X	
Time Tracking Services		X	
Other Payroll Related Services:			
Reconcile Insurance payable		X	
Reconcile Retirement Payable		X	
Send Retirement Deduction List to Retirement Provider		X	

Accounts Receivable:		
Match Deposits to Invoices		X
Sync 3rd Party Payment Process		X
Accounts Payable Processing:		
Timeframe:		
Weekly Accounts Payable		X
Biweekly Closing Accounts Payable		X
Monthly Closing Accounts Payable		X
Quarterly Closing Accounts Payable		X
Off-Cycle Accounts Payable		X
Provided Services:		
Accounts Payable Processing with Job Costing – using Bill.com®		X
Accounts Payable Processing without Job Costing – using Bill.com®		X
Reconcile Vendor Payments to Statements		X
Follow-up on Vendor Payments		X
Other Vendor Communication		X
Production Management Services:		
Multi-level distribution (i.e. tracking AR aging at regional distributors, local VARs and end-user direct sales)		X
Bill of materials (BOM)		X
Tracking of WIP (work in progress)		X
Warranty management, recall management or serial # tracking		X
Shipping integration		X
Client Consultation:		
Weekly Consulting		X
Monthly Consulting		X
Quarterly Consulting		X
Annual Consulting – Tax Planning		X
Excise Tax Reporting:		
Quarterly Form 720 Filing		X
Monthly Form 720 Filing		X
Vendor Communications:		
Calculate Commission Payments		X
Submit Commission Payments		X
Obtaining Form W-9		X
Annual Form 1096/1099 Filing		X
Other Vendor Communication		X

Income Tax Returns:		
1040 Individual Filing		X
1120 Corporate Filing		X
1065 Partnership Filing		X
1120S Corporation Filing		X
Calculate Quarterly Estimates		X
File and Pay Quarterly Estimates		X
990-PF Filing		X
Annual Reporting:		
SOS Annual Filing		X
Annual Donor Contribution Letters		X
Other Services:		
Calculate R&D Credit		X
Mileage Tracking		X
Employee Support		X
Business Management Support		X
Employee Job Description		X
Employee Evaluations		X
Prepare and Process Power of Attorney for Client Representation		X
QuickBooks Online Setup	X	



We See You Through.®

We are pleased to offer a client Portal for transmission of electronic files between you and our firm.

With our Portal, the following capabilities will be made available, through a secure, encrypted website:

- Delivery of your Annual Tax Organizer
- On demand, 24/7 access to two years of historical tax returns
- Send and receive files to and from our office, including QuickBooks files and other files that are too large for email, or need to be sent through a secure channel

Safe electronic delivery methods eliminate the possibility of items getting lost in the mail, or somehow being tampered with without your knowledge.

What We Need from You

To setup an account for you on our new Portal, please complete the following steps.

Step 1: Designate your Portal Administrator. This will be you or someone you designate who will be the primary user of your portal and will have the ability to perform all basic portal functions. The Portal Administrator will also have the ability to create other users who have access to Portal and choose what information they may access. Please **carefully consider** who you wish to serve as the Portal Administrator as they will have access to all information in the Portal including tax returns.

Step 2: Return the completed Portal Administrator designation form or email it to portal@granthampoole.com.

You will be notified by email when your setup is complete. Watch for the introductory email from GranthamPoole which will include:

- Your new logon credentials
- A PDF Quick Start Guide
- Access to a short video that covers Portal basics (logging in, downloading a file, uploading a file, etc.)

If you have any questions, please contact Cynthia at (601) 499-2400. We are extremely excited about the ability to offer this added capability.

Sincerely,

GranthamPoole PLLC



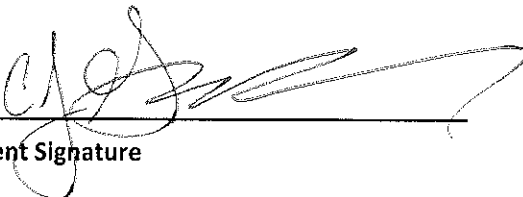
Please provide the following information and return the completed form to portal@granthampoole.com. Thank you!

Portal Administrator *(required)*

The Portal Administrator is the person who will be the primary user of your portal. This user will have all rights within the portal, including the ability to view documents, tax returns and the administrative ability to create and manage other Portal Users for your account if that is necessary. You must have a Portal Administrator to begin. Please complete the Information below.

PLEASE SIGN AND RETURN ELECTRONICALLY

<u>C.J.</u>	<u>Garavelli</u>	<u>cj.garavelli@madison-co.com</u>
First Name	Last Name	Email Address



Client Signature

Companies/Individuals involved: Madison County Tax Collector