



RESOLUTION NO. 20170926-07

ACCOUNTING SERVICES AGREEMENT HOLLIDAY, LEMONS AND COX, P.C.

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, TexAmericas Center was established by resolution of Bowie County and the surrounding cities; and

WHEREAS, TexAmericas Center was established for the purpose of accepting title to the excess personal and real property within the Red River Army Depot and Lone Star Army Ammunitions Plant, and to reuse said property for economic redevelopment purposes; and

WHEREAS, TexAmericas Center Board of Directors deems it necessary to contract with outside financial servicing firms to advise TexAmericas Center regarding issues related to financial reporting and related advising services; and

WHEREAS, the firm of Holliday, Lemons, and Cox, P.C. has the necessary experience to advise TexAmericas Center regarding matters of financial advising and reporting issues;

NOW, THEREFORE, be it resolved by the Board of Directors that the Executive Director/CEO, Scott Norton, shall be and is hereby authorized to execute a contract with Holliday, Lemons and Cox, P.C. on terms substantially the same as those attached hereto.

PASSED and APPROVED this 26th day of September, 2017.


Boyd Sartin, Chairman of the Board

ATTEST:


Ben King, Secretary

Attached: FY18 Engagement Letter

COPY

HOLLIDAY, LEMONS & COX, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

August 23, 2017

Mr. Scott Norton
Chief Executive Officer/CEO
TexAmericas Center
107 Chapel Lane
New Boston, TX 75570

Dear Scott,

We are pleased to confirm our acceptance and understanding of the services we are to provide for TexAmericas Center for the fiscal year ended September 30, 2018.

You have requested that we prepare the financial statements of TexAmericas Center, which comprise the annual and quarterly balance sheets and the related statements of revenue, expenditures and changes in fund balance for the year ended September 30, 2018, and perform a compilation engagement with respect to those financial statements. These financial statements will not include statements of cash flows and related notes to the financial statements. The supplementary information accompanying the financial statements will be presented for purposes of additional analysis. Such information is the responsibility of management. The supplementary information will be subject to our compilation engagement. We will not audit or review the supplementary information and will not express an opinion, a conclusion, nor provide any assurance on such information.

We will assist your bookkeeper in adjusting the books of accounts with the objective that she will be able to prepare a working trial balance from which financial statements can be prepared. Your bookkeeper will provide us with a detailed trial balance and any supporting schedules we require.

We will be available for financial consultations as well as finance committee and board meeting financial presentations.

We will be available for QuickBooks consultation, as requested by you including for new funds, accounts and activities.

We will provide assistance with the Center's annual budget as requested by you.

We will provide assistance with year end audit workpapers and adjustments, including assistance in preparing the year end financial report and disclosures that may be requested by your audit firm.

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AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

AICPA'S PRIVATE COMPANIES PRACTICE SECTION

TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

ARKANSAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

We will provide assistance with grant draws and quarterly reporting as requested by you.

We will provide accounting services for TAC-E Holdings Co. No. 1.

We will provide other accounting services as may be requested by you.

Our Responsibilities

The objective of our engagement is to –

1. prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you and
2. apply accounting and financial reporting expertise to assist you in the preparation of financial statements without to obtain or provide any assurance that there are not material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the bookkeeping services, preparing the financial statements, and performing the compilation engagement.

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 nor provide any assurance on the financial statements.

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 entity or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare the financial statements in accordance with accounting principles generally accepted in the United States of America and assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.

2. The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America.
3. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.
4. The prevention and detection of fraud.
5. To ensure that the Center complies with the laws and regulations applicable to its activities.
6. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
7. To provide us with –
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the Center of whom we may determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping services and the preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Our report will disclose that the Center's management has elected to omit the statement of cash flows and substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the statement of cash flows and omitted disclosures were to be included in the financial statements, they might influence the user's conclusions about the Center's financial position, results of operations, and cash flows. Accordingly, the financial statements will not be designed for those who are not informed about such matters.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

We are not independent with respect to TexAmericas Center and will disclose that we are not independent in our compilation report.

Other Relevant Information

Rhonda Easley Jones, Certified Public Accountant, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our services will be billed at \$225 per hour for partner services and \$100 for accountant services. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Amounts not paid within 30 days of the invoice date will be subject to a late payment charge of 1.5% per month (18% per year).

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 acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate it with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, or services will continue to be governed by the terms of this engagement letter.

Holliday, Lemons & Cox, P.C.

Acknowledged:

TexAmericas Center



Signature

Executive Director / CEO

Title