



**RESOLUTION NO. 20240924-07**

**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 24<sup>th</sup> day of September, 2024.**

A handwritten signature in blue ink, appearing to be "JR", written over a horizontal line.

**Jim Roberts, Chairman of the Board**

**ATTEST:**

A handwritten signature in blue ink, appearing to be "JP", written over a horizontal line.

**Justin Powell, Secretary**

Attached: FY25 Engagement Letter



# HOLLIDAY, LEMONS & COX, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

August 30, 2024

Mr. Scott Norton  
Chief Executive Officer  
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 year ended September 30, 2025.

You have requested that we prepare financial statements for TexAmericas Center (the Center), which are comprised of the annual and quarterly balance sheets and the related statements of revenues, expenditures, and changes in fund balance for the General Fund, and the annual and quarterly statements of net position and the related statements of revenues, expenses and changes in fund net position and cash flows for the Rail Fund and Logistics Fund (Proprietary Fund Types) for the year ended September 30, 2025, and perform a compilation engagement with respect to those financial statements. The General Fund financial statements will not include the Statements of Net Position and the Statement of Activities for the governmental activities. The financial statements for the General Fund, the Railroad Fund and the Logistics Fund will not include management's discussion and analysis and related notes to the financial statements. In addition, supplementary budgetary schedules will be prepared and presented with the financial statements. Such supplementary information is the responsibility of management and will be subject to our compilation engagement. We 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 committee and board meeting financial presentations.

We will be available for other consultation as requested by you, including 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 you.

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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

## **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 presentation of financial statements without undertaking to obtain or provide any assurance that there are no 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, consulting 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, 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 Center 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 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 that are free from material misstatement, whether due to fraud or error.

- 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 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, the preparation of your financial statements, financial and other consultations, annual budget assistance, and our assistance with your year-end audit work papers, adjustments and disclosures. 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. There may be circumstances in which the report differs from the expected form and content. 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 for the General Fund will disclose that the Center's management has elected to omit the statement of Statement of Net Position and the Statement of Activities for the governmental activities. Our report for the General Fund, the Rail Fund and the Logistics Fund will disclose that the Center's management has elected to omit management's discussion and analysis and substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted statements, management's discussion and analysis and 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.

The supplementary information accompanying the financial statements will be presented for purposes of additional analysis. Our report will not express an opinion, a conclusion, nor provide any assurance on such information.

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

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 obtain our permission to do so.

**Other Relevant Information**

Troy D. Lemons, 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 hourly rates of \$255 for partner services, \$130 for senior accountant services and \$100 for staff accountant services. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. 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.

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

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.

Sincerely,

*Adriana Lemons & Cox, P.C.*

This letter correctly sets forth the understanding of TexAmerica Center.

By: *[Signature]*

Title: *Executive Director & CEO*

Date: *9/24/24*