



Texas Department of Public Safety Purchase Order

Blanket Order Number

405-16-P006683

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING DOCUMENTS.

V E N D O R	Vendor Number: 00026595 ATLANTIC AVIATION 1751 SHUTTLE COLUMBIA DR EL PASO, TX 79925-1236
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S H I P T O	
B I L L T O	

State Sales Tax Exemption Certificate: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

Solicitation (Bid) No.:	Payment Terms: Shipping Terms: Delivery Calendar Day(s) A.R.O.: 0
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Item # 1

This purchase order number #405-16-P006683 replaces the previous purchase order number #405-15-P000672 issued to your company for this product and/or service. The number noted on this purchase order must be reflected on all invoices and correspondence regarding this product and/or service. All other terms and conditions remain unchanged.

Original Contract Term: November 1, 2011 through October 31, 2012.
Upon expiration, the terms of the Agreement shall continue at the option of TXDPS on a month to month basis under the same terms and conditions until such time as the renewal is completed with a Purchase Order Change Notice (POCN). SITE OWNER agrees to five two-year term renewal options after initial term.

Item # 2
 Class-Item 971-26

El Paso Hangar Lease F/Y 2016 -Term: 03/01/2016 thru 08/31/2016

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
6.00	\$ 3,459.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 20,754.00

Item # 3

This incorporates the signed Modification (M-005) which changes the site owner to Trajen Flight Support, L.P. dba Atlantic Aviation which was fully executed on 1/26/2016.

This Purchase Order is for payment purposes only.

Vendor Contact: Jonathan Jones
 Phone: 915-779-2831
 Email: Jonathan.Jones@atlanticaviation.com

TXDPS Contact: Chief Billy Nabors
 Phone: 512-936-9201
 Email: Billy.Nabors@dps.texas.gov

TXDPS Purchaser: Jennifer Feliciano
 Phone: 512-424-2096
 Email: jennifer.feliciano@dps.texas.gov

TAX: \$ 0.00
 FREIGHT: \$ 0.00
 TOTAL: \$ 20,754.00

APPROVED

By: John Kirchner, CTPM, CTCM
 Phone#: (512) 424-7059
 BUYER

TEXAS DEPARTMENT OF PUBLIC SAFETY
Aircraft Storage Hangar Space Lease With Private Entity
405-12-20644 El Paso

THIS AGREEMENT is entered into and between the Texas Department of Public Safety ("TXDPS"), and the entity listed below as the Site Owner.

1. AGREEING PARTIES

TXDPS: Texas Department of Public Safety

Site Owner: **Cutter Aviation**
TINS # **32009759238**

2. FUNCTIONS TO BE PERFORMED

The SITE OWNER will provide a **120 foot X 120 foot** aircraft hangar space for **Cessna S11 Airplane N114TX & Helicopter H11N204TX** with 24 hour access. This also includes **2 offices**; pull in and out, 24 hr. security and refueling of aircraft.

3. BASIS FOR CALCULATING COST/PAYMENT OF SERVICES

Billing shall be monthly, at the rate of **\$2,000.00** per month. All invoices must be e-mailed to: apinvoices@dps.texas.gov or mailed to:

TEXAS DEPARTMENT OF PUBLIC SAFETY
Attention: Invoicing
PO Box 4087
Austin, Texas 78773

TXDPS shall pay the invoice according to the Prompt Payment Act, Chapter 2251 of the Texas Government Code. The payment for the performance by the SITE OWNER shall be from current revenues available to TXDPS. The SITE OWNER acknowledges and agrees that payments under this Agreement are contingent upon the receipt of funds appropriated by the Texas Legislature.

Regardless of the type of termination, TXDPS is entitled to a pro-rata refund for any pre-paid rent in the event of a termination authorized by this Agreement.

4. TERM OF AGREEMENT

This Agreement shall become effective on the **November 1, 2011** and shall terminate on **October 31, 2012**. Upon expiration, the terms of the Agreement shall continue at the option of TXDPS on a month to month basis under the same terms and conditions until such time as the renewal is completed with a Purchase Order Change Notice (POCN). SITE OWNER agrees to five two-year term renewal options after initial term. SITE OWNER reserves the right to negotiate new lease rates upon each renewal option; however, any increase in rates is limited to **3 %** above the prior term's rate. TXDPS may terminate this Agreement upon giving Site Owner written notice of such cancellation at least 30 days prior to desired cancellation date.

5. ASSIGNMENT

Neither party shall assign this Agreement without the written permission of the other party. TXDPS shall not sublet any part of the property described herein without the written permission from Site Owner.

6. PREMISE MAINTENANCE

TXDPS shall maintain the interior of the hangar space in a neat, clean and orderly manner, free of litter, debris or fire hazards.

SITE OWNER shall maintain the premises, including the structure creating the hangar space, in good repair and make every reasonable effort to correct any defects which render the premises unsuitable for their intended use.

7. ORDINANCES AND RULES AND REGULATIONS

Site Owner agrees to abide by and comply with all ordinances, rules and regulations which are now, or which may hereafter be made applicable to the said premises and the operation and control of the airport.

TXDPS agrees to abide by and comply with the Rules and Regulations of the airport as adopted by the governing agency of the airport and as such may from time to time be amended.

8. AIRPORT SECURITY

TXDPS agrees to comply with and abide by all rules, regulations, practices and other requirements adopted by the SITE OWNER to maintain or enhance the security and safety of the airport, its users and tenants.

9. INSPECTION

TXDPS agrees that the Airport Director, a duly authorized representative or agent, may at any reasonable time enter upon said premises for the purpose of making an inspection deemed necessary in order to determine whether Federal, State or local rules and regulations governing the operation of aircraft and the use of occupancy of leasehold interests thereon are being complied with.

10. PARKING

TXDPS has the right to use any parking lots and driveways on the premises. TXDPS agrees to park vehicles in areas so as not to interfere with the movement and operation of other aircraft and tenants of the airport.

11. UTILITIES

SITE OWNER has provided for and shall be responsible for utilities (electric, water, gas & sewer) to the hangar bay during the term of this Agreement.

12. SOLID WASTE

SITE OWNER shall be solely responsible for removal away from the premises of all trash and other solid waste materials.

13. NON-DISCRIMINATION

TXDPS agrees that (1) no person on the grounds of race, creed, color, sex or national origin shall be excluded from the participation in, denied the benefit of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the basis of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that TXDPS shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

In the event of breach of any of the above non-discrimination covenants, the SITE OWNER shall have the right to terminate this Agreement and to proceed as if this Agreement had never been made.

14. SUBORDINATE

This Agreement shall be non-exclusive and subordinate to the provisions of any existing or future agreement between the SITE OWNER and the United States, relative to the operation or maintenance of the airport, execution of which agreement has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport.

15. NON-EXCLUSIVE

It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the SITE OWNER reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

16. LANDING AREA

SITE OWNER reserves the right to further develop and improve the landing area of the airport as it sees fit, regardless of the desires or views of TXDPS, and without interference by TXDPS.

17. APPROACHES

SITE OWNER reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent TXDPS from erecting or permitting to be erected, any building or other structure on the airport which, in the opinion of the SITE OWNER, would limit the usefulness of the airport or constitute a hazard to aircraft.

18. PEACEFUL OCCUPANCY

SITE OWNER does covenant that TXDPS, on paying the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the said demised premises for the term aforesaid.

19. NOTICES

Any notice required or permitted under this Agreement shall be directed to the respective Parties at the addresses shown below and shall be deemed received: (1) when delivered in hand and a

receipt granted; (2) three days after it is deposited in the United States mail by certified mail, return receipt requested; or (3) when received if sent by confirmed facsimile:

If to TXTXDPS:

Texas Department of Public Safety
Procurement & Contract Services, MSC 0266
PO Box 4087
Austin, Texas 78773
ATTN: Helen Rodriguez
512-424-2065
Facsimile: 512-424-5419
helen.rodriquez@dps.texas.gov

If to Site Owner:

Cutter Aviation
1771 Shuttle Columbia Dr.
El Paso, Texas 79925
Scott Andre
915-779-0270
Facsimile: 915-210-6718
sandre@cutteraviation.com

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other party written notice as provided above, specifying the new address and/or individual and the date upon which it shall become effective.

20. RESPONSIBILITIES

Each party to this Agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees and officers, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers; however, such responsibility is only to the extent required by Texas law. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

21. APPLICABLE LAW AND VENUE

This Agreement shall be governed by the substantive and procedural laws of the State of Texas. The following shall not apply to this Contract: the conflicts of law principles and rules of any other jurisdiction.

Except as provided by Chapter 2260 of the Texas Government Code and the State Office of Administrative Hearings' administrative rules, venue for any litigation or contract claims shall be in the State Office of Administrative Hearings or a court of competent jurisdiction in Travis County, Texas.

22. ADDITIONAL TERMS AND CONDITIONS

- A. **INSURANCE AND INDEMNITY**: Site Owner provides no insurance on TXDPS equipment or personnel. TXDPS is self-insured.

EXCEPT AS OTHERWISE STATED HEREIN, SITE OWNER SHALL INDEMNIFY AND HOLD TXDPS AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SITE OWNER'S NEGLIGENCE, FAULT, ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION: CLAIMS; LAWSUITS; LOSSES; LIABILITIES; PENALTIES; TAXES; FINES; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT OR ALTERNATIVE DISPUTE RESOLUTION); INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS SITE AGREEMENT.

IN ANY AND ALL CLAIMS AGAINST TXDPS, THE STATE OF TEXAS AND/OR ITS EMPLOYEES AND AGENTS, BY ANY EMPLOYEE OF SITE OWNER OR ANY OF ITS SUB-CONTRACTORS, THE INDEMNIFICATION OBLIGATION UNDER THE SITE AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR SITE OWNER OR ANY OF ITS SUB-CONTRACTORS UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

- B. **GENERAL PROVISIONS:** The undersigned certifies that he has read and understands all of the terms and conditions of this Site Agreement.
- C. **DISPUTE RESOLUTION:** The Texas Government Code, Chapter 2260, prescribes dispute resolution processes for certain breach of contract claims applicable to certain agreements for goods and services. If and to the extent that Chapter 2260 applies to this Agreement, the Site Owner shall comply with the requirements of Chapter 2260 and the TXDPS administrative rules adopted pursuant to Chapter 2260.
- D. **AUDIT CLAUSE:** The State Auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a sub-contract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a sub-contract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

Site Owner must keep all records and documents regarding this Agreement for the term of this Agreement and for four (4) years after the termination of this Agreement.

In the event such an audit by TXDPS reveals any overpayments by TXDPS, the Site Owner shall refund TXDPS the full amount of such overpayments within thirty (30) days of such audit findings, or TXDPS at its option reserves the right to deduct such amounts owing TXDPS from any payments due Site Owner.

- E. **FORCE MAJEURE:** Except as otherwise provided, neither Site Owner, nor TXDPS shall be liable to the other for any delay in performance of, or failure to perform, any obligation contained herein caused by force majeure, provided the party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within such party's control. The

existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been corrected.

Force majeure is defined as those causes beyond the control of the party required to perform that are generally recognized under Texas law as a force majeure event, such as acts of God, acts of war, epidemic and court orders. Site Owner shall immediately upon discovery notify TXDPS in writing of any delays or failure to perform.

- F. **SEVERABILITY**: If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final order/judgment of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of this Agreement and the application of the provision to other parties or circumstances will remain valid and in full force and effect.
- G. **SURVIVAL**: Any provisions of this Agreement that impose continuing obligations on the Parties including, but not limited to the following, will survive the expiration or termination of this Agreement for any reason:
- a. The indemnity obligations
 - b. Recordkeeping requirements and audit rights
 - c. Confidentiality obligations
 - d. Restrictions on news releases, advertisements and publicity
 - e. And any other provisions of this Agreement that impose continuing obligations on either of the Parties or that govern the rights and limitations of either of the Parties after the expiration or termination of this Site Agreement.
- H. **NON-WAIVER OF DEFAULTS**: Any failure of TXDPS, at any time, to enforce or require the strict keeping and performance of any provision of this Agreement will not constitute a waiver of such provision, and will not affect or impair same or the right of TXDPS at any time to avail itself of same.
- I. **LEGISLATIVE ACTION**: TXDPS is a state agency whose authority is subject to the actions of the Texas Legislature and the United States Congress. If TXDPS and/or the subject matter of this Agreement become subject to a legislative or regulatory change or the revocation of statutory or regulatory authority that would render the services and/or goods to be provided under this Agreement impossible, unnecessary, void or substantially amended or that would terminate the appropriations for this Agreement, TXDPS may immediately terminate this Agreement without penalty to, or any liability whatsoever on the part of, TXDPS, the State of Texas and the United States. This Agreement does not grant Site Owner a franchise or any other vested property right.

Termination under this section is immediate, so TXDPS is not required to provide 30 days notice under this section.

- J. **TERMINATION BY DEFAULT**: In the event that Site Owner fails to carry out or comply with any of the requirements of this Agreement with TXDPS, TXDPS may notify Site Owner of such failure or default in writing and demand that the failure or default be remedied within ten (10) days. In the event that Site Owner fails to remedy such failure or default within the ten (10) day period, TXDPS will have the right to cancel this Site Agreement upon ten (10) days written notice.

The cancellation of this Agreement, under any circumstances whatsoever, will not affect or relieve Site Owner from any obligation or liability that may have been incurred pursuant to this Agreement, and such cancellation by TXDPS will not limit any other right or remedy available to TXDPS at law or in equity.

If Site Owner defaults on the Agreement, TXDPS reserves the right to cancel the Agreement without notice and to either re-solicit or re-award the Agreement to the next best responsive and responsible respondent. The defaulting Site Owner will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed.

K. AUTOMATIC TERMINATION:

This Site Agreement may be terminated as follows:

Termination for listing on Federal Excluded Party List, on the Terrorism List (Executive Order 13224) or on the State of Texas Debarred Vendor List: TXDPS shall have the absolute right to terminate this Agreement without recourse as follows: a) if Site Owner becomes listed on the prohibited vendors list authorized by Executive Order #13224 "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of Treasury, Office of Foreign Assets Control; or b) if Site Owner becomes suspended or debarred from doing business with federal government as listed in the Excluded Parties List (EPLS) maintained by the General Services Administration; or c) if the Site Owner becomes listed on the State of Texas Debarred Vendor List. TXDPS will provide Site Owner with written notice to terminate the Agreement, which termination will become effective immediately upon Site Owner's receipt of the notice.

L. TERMINATION OR ADJUSTMENT FOR CONDEMNATION OR CASUALTY LOSS

If the title to all or part of the premises covered by this Agreement is taken by a governmental unit in the exercise of its power of eminent domain or if all or part of the premises covered by this Agreement is damaged by fire, earthquake, tornado, flood or similar casualty that renders the property unfit for its intended purpose, TXDPS has the following options: 1) to immediately terminate this lease upon mailing notice to Site Owner; or 2) to negotiate with Site Owner to reduce the rent in proportion to the amount of the premises condemned or damaged by a casualty. In the event this Agreement is terminated under this provision, TXDPS is entitled to a refund of any pre-paid rent on a pro-rata basis. In the event the Parties agree to reduce the amount of rent, any excess pre-paid rent will apply to the next month's rent.

M. TERMINATION LIABILITY (FOR TERMINATION FOR CONVENIENCE): In no event will termination for convenience by TXDPS give rise to any liability whatsoever on the part of TXDPS whether such claims of Site Owner are for compensation for anticipated profits, unabsorbed overhead, interest on borrowing, or for any other reason. TXDPS' sole obligation hereunder is to pay Site Owner the pro rata amount of compensation owed for the number of days on which TXDPS used the Site during the term at issue. The phrase "used the Site" includes any days on which TXDPS kept any equipment on the Site

N. NO JOINT ENTERPRISE: TXDPS is associated with Site Owner only for the purposes and to the extent set forth herein, and with respect to the provision of the Site or the performance of any services herein, Site Owner is and shall be an independent contractor or and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for TXDPS whatsoever with respect to the indebtedness, liabilities, and obligations of Site Owner or any other party.

O. SUCCESSORS: This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, administrators, personal representatives, legal representatives and permitted assigns.

- P. NEWS RELEASES, ADVERTISEMENTS AND PUBLICITY:** Site Owner must not make any news releases, public announcements, or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this Agreement, without the express, prior written approval of TXDPS, and then only in accordance with explicit written instructions from TXDPS.

Site Owner must not use the name of the State of Texas or TXDPS in any advertisement, promotion or otherwise for any purpose regarding this Agreement without the express prior written consent of TXDPS. TXDPS is not authorized to provide endorsements.

- Q. AGREEMENT AMENDMENTS:** No modification or amendment to this Agreement will become valid unless in writing and signed by both Parties. All correspondence regarding modifications or amendments to this Agreement must be forwarded to TXDPS for prior review and approval. Only the Executive Director of the Texas Department of Public Safety or his/her designee will be authorized to sign changes or amendments.

- R. CONFIDENTIALITY:** All information provided by TXDPS to Site Owner is confidential and shall not be used by Site Owner or disclosed to any person or entity, unless such use or disclosure is required for Site Owner to perform work under this Agreement.

The obligations of this section do not apply to information that is required to be disclosed by law or final order of a court of competent jurisdiction or regulatory authority, provided that Site Owner shall furnish prompt written notice of such required disclosure and shall reasonably cooperate with TXDPS, at TXDPS' cost and expense, in any effort made by TXDPS to seek a protection order or other appropriate protection of its confidential information.

Site Owner shall notify TXDPS of any unauthorized release of confidential information within two (2) days of when Site Owner knows or should have known of such unauthorized release.

Site Owner agrees to maintain all confidential information in confidence during the term of this Agreement and after the expiration or earlier termination of this Agreement.

If Site Owner has any questions or doubts as to whether particular material or information is confidential information, Site Owner shall obtain the prior written approval of TXDPS prior to using, disclosing or releasing such information.

Site Owner acknowledges that TXDPS' confidential information is unique and valuable, and that TXDPS will have no adequate remedy at law if Site Owner does not comply with its confidentiality obligations under this Agreement. Therefore, TXDPS shall have the right, in addition to any other rights it may have, to seek in any Travis County court of competent jurisdiction temporary, preliminary and permanent injunctive relief to restrain any breach, threatened breach, or otherwise to specifically enforce any confidentiality obligations of Site Owner if Site Owner fails to perform any of its confidentiality obligations under this Agreement.

Site Owner shall immediately return to TXDPS all confidential information when this Agreement terminates or at such earlier time as when the confidential information is no longer required for the performance of this Agreement or when TXDPS request that such confidential information be returned.

Information, documentation and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code.

- S. EXCLUDED PARTIES LIST SYSTEM:** Site Owner certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Site Owner is in compliance with the State of Texas statutes and rules relating to procurement and that Site Owner

is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

- T. ANTITRUST:** Site Owner hereby assigns to TXDPS any and all claims for overcharges associated with this Agreement arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, Texas Business and Commerce Code Section 15.01, et seq. (1967).
- U. BUY TEXAS:** Pursuant to Section 2155.4441 of the Texas Government Code, Site Owner shall buy Texas products and materials for use in providing the services authorized in this Agreement, if any, when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.
- V. FAMILY LAW CODE:** Under Section 231.006, Family Code, Site Owner certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- W. COMPLIANCE WITH PERMITTING AND PURCHASING LAWS:** Site Owner must be in compliance with any and all applicable permitting and purchasing laws that Texas state agencies must address before conducting business with a vendor.
- “Under Section 2155.006 Government Code, the Site Owner certifies that the individual or business entity named in this bid or Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.”
- “Under Section 2261.053, Government Code, the Site Owner certifies that the individual or business entity named in this bid or Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.”
- X. DEBT TO THE STATE:** Pursuant to Sections 403.055, 403.0551 and 2252.903 of the Texas Government Code, Site Owner agrees that any payments due under this Agreement will be applied towards any debt, including but not limited to delinquent taxes and child support, which is owed to the State of Texas.
- Y. SALES AND USE TAX:** TXDPS, as an agency of the State of Texas, qualifies for exemption from state and local sales and use taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act.
- Z. COMPLAINTS:** In addition to other remedies contained in this Agreement, Site Owner may direct their written complaints, as well as any contract claim, to the following office:

Texas Department of Public Safety
Attention: Valerie Brown
Assistant Director, Administration
PO Box 4087
Austin, Texas 78773
Telephone: (512) 424-2100
Fax: (512) 424-5708
E-mail: valerie.brown@dps.texas.gov

AA. INTERPRETATION AGAINST THE DRAFTER: Regardless of which party drafted the Agreement or the language at issue, any ambiguities in the Agreement or the language at issue will not be interpreted against the drafting party.

BB. NON-INCORPORATION CLAUSE: This Agreement embodies the entire agreement between the Parties regarding the premises, and there have been and are no oral or written covenants, agreements, understandings, representations, warranties or restrictions between the Parties regarding the Site and Equipment described in this Agreement other than those specifically set forth herein.

CC. MULTIPLE AGREEMENTS: This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart

DD. HEADINGS: The headings, captions and arrangements used in this Agreement are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify or modify the terms of this Agreement, nor to affect the meaning thereof.

EE. AUTHORITY: Any individual signing this Agreement on behalf of an entity represents and warrants that he has full authority to do so.

23. COMPLETE AGREEMENT

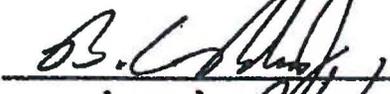
This Agreement and Attachment A, embodies the complete agreement of the parties, superseding all oral or written, previous and contemporaneous, agreements between the parties and relating to matters in this Agreement.

THE UNDERSIGNED AGREEING PARTIES bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall be effective when signed by an authorized person for each party.

SITE OWNER:

By: 
Title: General Manager
Date: Sept. 29, 2011

TEXAS DEPARTMENT OF PUBLIC SAFETY, TXDPS:

By: 
Title: Chief Pilot
Date: 09 29 11

Attachment A
Hangar Lease 405-12-20644 El Paso

Affirmation Clauses

By signature hereon, the site owner certifies that:

All statements and information prepared and submitted in the lease are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the lease.

Signing this lease with a false statement shall void the lease.

Neither the site owner or the firm, corporation, partnership, or institution represented by the site owner or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made (to Texas Department of Public Safety) to any competitor or any other person engaged in such line of business.

By signing this lease, site owner certifies that if a Texas address is shown as the address of the site owner, site owner qualifies as a Texas Bidder as defined in Title 34 TAC Section 20.32(68).

Under Section 2155.004, Government Code, the site owner certifies that the individual or business entity named in this lease is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under Section 231.006 of the Texas Family Code (relating to child support), the individual or business entity named in this lease is eligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. Include the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business signing the lease.

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

Site owners that have pre-registered this information on the CPA Centralized Master Bidders List have satisfied this requirement. If not pre-registered, provide the names and Social Security Number with the lease.

Site owner is in compliance with Texas Government Code, Section 669.003, relating to contracting with an executive of a state agency. If Section 669.003 applies, site owner shall provide the following information as an attachment to this offer: Name of former executive, name of state agency, date of separation from state agency, position with site owner, and date of employment with site owner.

Site owner certifies that it has not been an employee of the Texas Department of Public Safety within the last twelve (12) months.

Site owner agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Site owner represents and warrants that the individual signing this lease is authorized to sign this document on behalf of the site owner and to bind the site owner under any contract.

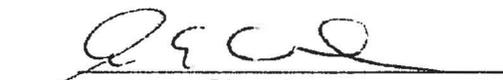
Site owner certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that site owner is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

"Under Section 2155.006, Government Code, the site owner certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

"Under Section 2261.053, Government Code, the contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

COMPUTER EQUIPMENT RECYCLING PROGRAM

Each site owner must certify the site owner's compliance with Section 361.965(b) of the Health and Safety Code regarding compliance with Subchapter Y (Computer Equipment Recycling Program) of Chapter 361 of the Health and Safety Code. Failure to provide this certification renders the site owner ineligible to participate in the lease.



Signature

Sept. 29, 2011

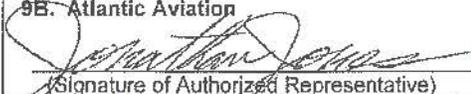
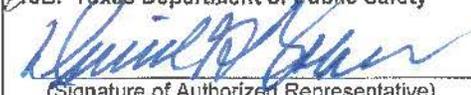
Date

Scott Andre

Printed Name

General Manager

Title

MODIFICATION OF CONTRACT			Page of	Pages
			1	1
1A. Contract No. 405-12-20644	1B. Order No. (PO,JO,SA) 405-15-P000672	2. Modification No. M-005	3. Effective Date Upon execution by both parties	
4. Issued By: Texas Department of Public Safety Procurement and Contract Services MSC 0266 Commodities and Services Branch Building A, 1 st Floor 5805 North Lamar Blvd. Austin, Texas 78752		5. Name and Address of Contractor (No., street, city, state & ZIP code) Trajen Flight Support, L.P. d/b/a Atlantic Aviation 1751 Shuttle Columbia Drive El Paso, TX 79925		
6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER: Section 5, Assignment; and Section 22 (Q), Agreement Amendments				
7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 ORIGINALS TO THE ISSUING OFFICE.				
8. PURPOSE OF MODIFICATION: Sale and assignment of lease				
9. DESCRIPTION OF MODIFICATION:				
A. Modify Section 1 "Site Owner" To change the Site Owner from Cutter Aviation to Trajen Flight Support, L.P. d/b/a Atlantic Aviation and to change the TINS from 32009759238 to 13310437846, in accordance with the assignment attached and incorporated herein as Exhibit A.				
B. Modify Section 19 "Notices", which reads: If to Site Owner: Cutter Aviation 1771 Shuttle Columbia Dr. El Paso, Texas 79925 Scott Andre 915-779-0280 Facsimile: 915-210-6718 sandre@cutteraviation.com To read: If to Site Owner: Trajen Flight Support, L.P. d/b/a Atlantic Aviation 1751 Shuttle Columbia Dr. El Paso, Texas 79925 Jonathan Jones 915-779-2831 Facsimile: 915-775-0833 jonathan.jones@atlanticaviation.com				
C. Add a new Section 24 to the Agreement to read as follows: Pursuant to Government Code 2261.252 the Department may not enter into a contract for the purchase of goods or services with a private vendor if members of the Public Safety Commission or certain positions within the agency including the Executive Director, the General Counsel or the Procurement Director or their covered family members have a financial interest in the vendor.				
D. Add a new Section 25 to the Agreement to read as follows: Under §572.069 of the Gov't Code, Vendor certifies that it has not employed and will not employ a former TXDPS or state officer who participated in a procurement or contract negotiation for TXDPS involving Vendor within two years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.				
All other terms and conditions shall remain unchanged.				
9A. Name and Title of Authorized Representative (Type or Print) Jonathan Jones General Manager		9B. Atlantic Aviation  (Signature of Authorized Representative)	9C. Date Signed 1-20-2016	
10A. Authorized Representative David G. Baker Deputy Director, Law Enforcement Operations		10B. Texas Department of Public Safety  (Signature of Authorized Representative)	10C. Date Signed 1/20/16	



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EXHIBIT A

RESOLUTION

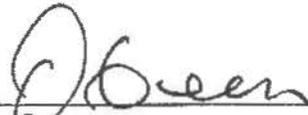
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"); Cutter Aviation El Paso Limited Partnership ("Assignor"); and Trajen Flight Support, LP d/b/a Atlantic Aviation ("Assignee") regarding the following described property:

A parcel of property known as Site 5, El Paso International Airport Tracts, Unit 11, City of El Paso, El Paso County, Texas, containing approximately 435,612.927 square feet of land and municipally known and numbered as 1771 Shuttle Columbia, El Paso, El Paso County, Texas.

Dated this 17th day of November 2015.

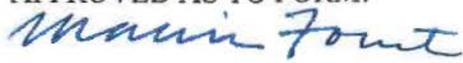
CITY OF EL PASO



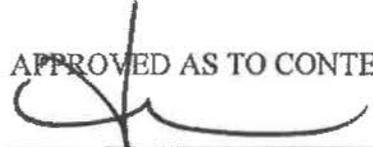
Oscar Leeser
Mayor

ATTEST:


Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:


Marvin Foust
Assistant City Attorney

APPROVED AS TO CONTENT:


for: Monica Lombraña, A.A.E.
Director of Aviation

5. **RATIFICATION OF LEASE.** Except as expressly modified herein, no provision of this Approval alters or modifies any of the terms and conditions of the Lease; all other terms and conditions of the Lease shall remain in full force and effect.

6. **ADDRESS FOR NOTICE.** Notices to Assignee and Assignor shall be sufficient if sent by certified mail, postage prepaid, addressed to:

 ASSIGNOR: Cutter Aviation El Paso Limited Partnership
 Attention: Chief Financial Officer
 2802 East Old Tower Road
 Phoenix, AZ 85034-6000

 ASSIGNEE: Atlantic Aviation Services
 6504 International Parkway, Suite 2400
 Plano, Texas 75093
 Attn: Todd Smith

7. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the legal authority to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.

8. **NON-WAIVER.** The Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.

9. **EFFECTIVE DATE.** The Effective Date of this Lessor's Approval of Assignment will be November 17, 2015.

10. **COUNTERPARTS.** This Lessor's Approval of Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

CITY CLERK DEPT.
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ASSIGNEE: TRAJEN FLIGHT SUPPORT,
L.P. a/k/a Atlantic Aviation
TRAJEN FBO, LLC, its General Partner

By: [Signature]
Printed Name: LOUIS T. PEPPER
Title: MANAGER

ASSIGNEE'S ACKNOWLEDGMENT

THE STATE OF TEXAS §
 COLLIN §
COUNTY OF ~~PASO~~ §

This instrument was acknowledged before me on this 9TH day of NOVEMBER, 2015, by LOUIS T. PEPPER, MANAGER of TRAJEN FBO, LLC, General Partner of Trajen Flight Support, L.P. a/k/a Atlantic Aviation, a Delaware limited partnership, on behalf of said limited partnership ("Assignee").

[Signature]
Notary Public, State of TEXAS

My Commission Expires:
MARCH 1, 2016

