

**AIRPORT CONCESSION RENT CREDIT
BETWEEN
CITY OF YAKIMA
AND
BBOLD ADVERTISING AND MARKETING**

THIS AIRPORT CONCESSION RENT CREDIT BETWEEN THE CITY OF YAKIMA, the owner and operator of YAKIMA AIR TERMINAL - McALLISTER FIELD (hereinafter referred to as "CITY"), AND BBOLD ADVERTISING AND MARKETING (hereinafter referred to as "CONCESSIONAIRE"), is executed this ___ day of ___, 2024.

WITNESSETH:

WHEREAS, the City owns and operates the Yakima Air Terminal-McAllister Field in accordance with applicable Federal, State, and Local regulations; and

WHEREAS, the 2019-20 coronavirus pandemic was a pandemic of coronavirus disease 2019 (COVID-19) that has reached more than 190 countries, causing economic distress on all forms of businesses including the transportation industry; and

WHEREAS, on Thursday, March 11, 2021, the President of the United States signed the American Rescue Plan Act (ARPA) (H.R. 1319, Public Law 117-2) to provide continued funding from the federal government throughout the FY 2021-2022 and to minimize the economic impacts and assist Cities throughout the nation with their response to the COVID-19 virus; and

WHEREAS, Title IV, Department of Transportation of the American Rescue Plan Act (ARPA) (H.R. 1319, Public Law 117) provides approximately \$8 Billion Dollars to support U.S. airports experiencing severe economic disruption caused by the COVID-19 public health emergency; the funds will be distributed to airports to prevent, prepare for, and respond to the COVID-19 public health emergency; and

WHEREAS, the grant funds are available to sponsors as defined in Section 47102 of title 49, United States Code; airport sponsors meeting statutory and policy requirements under this section and identified in the FAA's current National Plan of Integrated Airport Systems are eligible; and

WHEREAS, grant funds will be provided directly from the U.S. Treasury's General Fund to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency; the FAA's Office of Airports will administer grant funds to airport sponsors;

WHEREAS, the Yakima Air Terminal-McAllister Field is presently eligible to receive a 2021 Airport Improvement Program (AIP) grant from the federal government and may not require the use of the airport sponsor's local 10% match funded under the Passenger Facility Charge Program (PFC); and

WHEREAS, the American Rescue Plan Act (ARPA) (H.R. 1319, Public Law 117), has allocated at least \$6.5 Billion Dollars in additional funding to Commercial Service Airports that may receive the additional funding for any purpose for which airport revenues may lawfully be used; the additional grant funding will be distributed to all Commercial Service Airports based upon a modified Airport Improvement Program apportionment while any remaining funds will be distributed based on the airport's passenger enplanements; and

WHEREAS, the American Rescue Plan Act (ARPA) (H.R. 1319, Public Law 117) funds may be utilized for cost related to operations and maintenance, construction, debt service payments, personnel, cleaning, sanitization, janitorial services, combating the threat of pathogens at the airport; and

WHEREAS, the American Rescue Plan Act (ARPA) (H.R. 1319, Public Law 117) also provides an additional \$800 million to primary airports based on enplanements "to provide relief from rents and minimum annual guarantee to on-airport car rental, on-airport parking, and in-terminal airport concessions"; and

WHEREAS, in accordance with the Act airport sponsors receiving the additional relief funding would be required to provide relief to airport concessioners from the date of enactment until the sponsor has provided an amount equal to the grant amount specifically allocated for concessions "to the extent practicable and to the extent permissible under state laws, local laws, and applicable trust indentures"; and

WHEREAS, an airport concession must certify to the airport sponsor that it has not received a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or Minimum Annual Guarantee is eligible for the relief; and

WHEREAS, the CONCESSIONAIRE has provided proper notice to the CITY by submitting the airport concession rent relief certification form indicating the desire to receive rent relief under the Airport Coronavirus Response Grant Program and CONCESSIONAIRE has certified at the time this agreement is entered into that they meet the criteria outlined in the correspondence labeled: Federal Grant Funding Related To The Coronavirus Response and Relief Supplemental Appropriations Act, as evidenced by the Certification signed by CONCESSIONAIRE, copies of which are attached hereto as Exhibit A and fully incorporated into this agreement;

NOW THEREFORE, in consideration of the mutual benefits to be derived by each party hereto, the parties mutually agree to provide the following rent relief:

1. All recitals above are fully incorporated herein. Other than the specific amendments stated herein, all other terms, conditions, obligations, rights and requirements of the underlying agreement(s) between the CITY and CONCESSIONAIRE shall remain in full force and effect throughout said agreement(s)' term.

2. Rent Relief:

\$47,562.00 dollars will be credited to the CONCESSIONAIRES account to be applied to previous monthly rent charges and future charges until the relief is exhausted as outlined in Exhibit A. Once the rent relief credit is fully expended, the CONCESSIONAIRE will be responsible for ensuring all future lease payments are provided as outlined within the airport lease agreement.

3. Agreement to follow all terms and conditions of the Grant

CONCESSIONAIRE shall follow all the terms and conditions of the Concessions Rent Relief Airport Rescue Grant Agreement and transmittal letter attached hereto as Exhibit B and fully incorporated herein. Failure to comply with the terms and conditions therein shall result in the return of all monies paid to CONCESSIONAIRE by the City under the Grant Agreement.

4. Hold Harmless

The CONCESSIONAIRE shall be responsible for the conduct and liability of its own personnel in the performance of this Agreement. The CONCESSIONAIRE agrees to release, indemnify, defend, and hold harmless the City of Yakima, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers, from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Agreement or the acts, failures to act, errors or omissions of the CONCESSIONAIRE, or any of the CONCESSIONAIRE'S agents or subcontractors, in performance of this Agreement. Nothing contained in this Section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.

CITY OF YAKIMA

YAKIMA AIR TERMINAL – MCALLISTER FIELD
2406 W. Washington Avenue, Suite B
Yakima, Washington 98903
(509) 575-6149 – phone
(509) 575-6185 – fax

By: _____
Dave Zabell, Interim City Manager

Date: _____

ATTEST:

By: _____
Rosalinda Ibarra, City Clerk

STATE OF WASHINGTON)
) ss
County of Yakima)

I certify that I know or have satisfactory evidence that Dave Zabell signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Yakima, Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date _____

By: _____
Notary Public for the State of Washington
Residing at: _____
Appointment Expires _____

CONCESSIONAIRE:

BBOLD ADVERTISING AND MARKETING

1707 Conover Drive
Yakima, WA 98908
denard@bbold1.com
shane@bbold1.com
509-654-8465

By: 
Shane G. Pierone

By: 
DeNard Jones

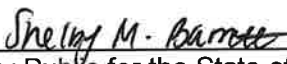
Date: 3/18/2024

Date: 3.18.23

STATE OF WASHINGTON)
) ss
County of Yakima)

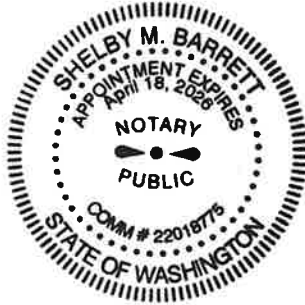
I certify that I know or have satisfactory evidence that Shane G. Pierone, BBold Advertising and Marketing Partner, signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Date March 18, 2024
By: 
Notary Public for the State of Washington
Residing at: Yakima, WA
Appointment Expires April 18, 2024

STATE OF WASHINGTON)
) ss
County of Yakima)

I certify that I know or have satisfactory evidence that DeNard Jones, BBold Advertising and Marketing Partner, signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



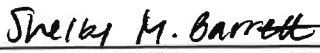
Date March 18, 2024
By: 
Notary Public for the State of Washington
Residing at: Yakima WA
Appointment Expires April 18 2024

EXHIBIT A
FUND DISTRIBUTION

BBOLD (reports received quarterly)					
Month	2019	2020	2021	2022	2023
January	\$ 1,155.00	\$ 1,305.50	\$ 576.71	\$ 1,174.69	\$ 756.88
February	\$ 1,342.25	\$ 1,335.25	\$ 569.54	\$ 1,174.69	\$ 756.88
March	\$ 1,359.75	\$ 1,335.25	\$ 651.88	\$ 1,174.69	\$ 713.13
April	\$ 1,282.75	\$ 862.75	\$ 651.88	\$ 1,174.69	\$ 686.88
May	\$ 1,298.50	\$ 862.75	\$ 651.88	\$ 1,017.19	\$ 678.13
June	\$ 1,298.50	\$ 1,256.50	\$ 651.88	\$ 1,174.69	\$ 634.38
July	\$ 1,254.31	\$ 560.00	\$ (412.48)	\$ 1,023.75	\$ 678.13
August	\$ 1,473.50	\$ 529.38	\$ 1,017.19	\$ 1,023.75	\$ 678.13
September	\$ 1,473.50	\$ 529.38	\$ 1,017.19	\$ 945.00	\$ 756.88
October	\$ 1,270.50	\$ 529.38	\$ 1,017.19	\$ 914.38	
November	\$ 1,361.50	\$ 573.13	\$ 1,017.19	\$ 914.38	
December	\$ 1,440.25	\$ 573.13	\$ 1,017.19	\$ 914.38	
	\$ 16,010.31	Total calculation for rent distribution			
Relief Distribution Explantion					
Apr '21-Sep '23	\$	25,594.81	(Amounts in gray boxes)		
Rent Relief Total	\$	47,562.00			
Partial Relief Jun '23	\$	21,967.19	(Amount applied to future payments, until amount runs out or November 2025, whichever is first)		

EXHIBIT B
CERTIFICATION FORM



Yakima Air Terminal - McAlister Field
2406 W. Washington Ave, Suite B, Yakima, WA 98903
www.flyYKM.com

Airport Rescue Grants 3-53-0089-051-2022
Airport Concession Certification for Yakima Air Terminal - McAlister Field

Business Legal Name	BBold Advertising & Marketing
DBA or Tradename (if applicable)	
Authorized Representative	Shane Pierone
Business Phone	509 654-8465
Email Address	Shane@bbold.com
Business Qualifies as an Airport Concession Disadvantaged Business Enterprise (ACDBE)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Business Qualifies as a Joint Venture under 49 CFR § 23.3	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Paycheck Protection Program (PPP) First Draw Loan Number (if applicable)	2713188607
Have you applied or do you intend to apply for a PPP Second Draw?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PPP Second Draw SBA Loan Number (if applicable)	
Purpose of PPP Second Draw Loan (if applicable)	<input type="checkbox"/> Payroll Costs <input type="checkbox"/> Covered Supplier Costs <input type="checkbox"/> Utilities <input type="checkbox"/> Covered Property Damage <input type="checkbox"/> Rent/Mortgage Interest <input type="checkbox"/> Covered Property Damage <input type="checkbox"/> Covered Operations Expenditures <input type="checkbox"/> Covered Worker Protection Expenditures <input type="checkbox"/> Other

L.L.C.

I certify that BBold Adv has not received a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or minimum annual guarantee costs.

I also certify that BBold Adv will not apply for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) for rent or minimum annual guarantee costs.

I certify that BBold Adv shall follow all the terms and conditions of the Concessions Rent Relief Airport Rescue Grant Agreement and transmittal letter attached hereto and fully incorporated herein. Failure to comply with the terms and conditions therein shall result in the return of all monies paid to BBold Adv by the City under the Grant Agreement.

Shane Pierone
Signature of Authorized Representative
Shane Pierone
Print Name

10/11/2023
Date
Co-owner
Title