

**AIRPORT CONCESSION RENT CREDIT
BETWEEN
CITY OF YAKIMA
AND
THE HERTZ CORPORATION dba HERTZ CAR RENTAL**

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 THE HERTZ CORPORATION dba HERTZ CAR RENTAL (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; and

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";

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:

\$11,890.00 dollars will be credited to the CONCESSIONAIRES account to be applied to previous monthly rent charges 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

CONCESSIONARE 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.

CONCESSIONAIRE:

THE HERTZ CORPORATION dba HERTZ CAR RENTAL

Joshua Blum
Vice President of Global Real Estate and Concessions
jblum@hertz.com
8501 Williams Road
Estero, Florida 33928
(239) 301-7000 – office
(847) 323-4533 – cell phone

By: 
Joshua Blum, Vice President Global Real Estate and Concessions

Date: 3 / 20 / 2024

STATE OF FLORIDA)
) ss
County of LEE)

I certify that I know or have satisfactory evidence that Joshua Blum signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of Global Real Estate and Concessions of The Hertz Corporation dba Hertz Car Rental, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date 3 / 20 / 2024



By: 
Notary Public for the State of FLORIDA
Residing at: FL
Appointment Expires 12 / 8 / 2026

EXHIBIT A
FUND DISTRIBUTION

2019 Hertz Counter Rent + Leasehold Tax (No Gross Receipts)				
Month	2019	2020	2021	2022
January	\$ 1,151.95	\$ 1,186.58	\$ 1,222.12	\$ 1,222.12
February	\$ 1,151.95	\$ 1,186.58	\$ 1,222.12	
March	\$ 1,151.95	\$ 1,186.58	\$ 1,222.12	
April	\$ 1,151.95	\$ 1,186.58	\$ 1,222.12	
May	\$ 1,151.95	\$ 1,186.58	\$ 1,222.12	
June	\$ 1,151.95	\$ 1,186.58	\$ 1,222.12	
July	\$ 1,151.95	\$ 1,186.58	\$ 1,222.12	
August	\$ 1,151.95	\$ 1,186.58	\$ 1,222.12	
September	\$ 1,151.95	\$ 1,186.58	\$ 1,222.12	
October	\$ 1,186.58	\$ 1,186.58	\$ 1,222.12	
November	\$ 1,186.58	\$ 1,222.12	\$ 1,222.12	
December	\$ 1,186.58	\$ 1,222.12	\$ 1,222.12	
	\$ 13,927.29	Total calculation for rent distribution		
Relief Distribution Explanation				
Apr '21-Dec '21 Sum	\$	10,999.08	(Amounts in gray boxes)	
Rent Relief Total	\$	11,890.00		
Partial Relief Jan '22	\$	890.92	(Amount applied to final box in red)	

EXHIBIT B
CERTIFICATION FORM



Yakima Air Terminal - McAllister 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 – McAllister Field

Business Legal Name	The Hertz Corporation
DBA or Tradename (if applicable)	Hertz
Authorized Representative	Joshua Blum
Business Phone	847-375-6511
Email Address	jblum@hertz.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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Paycheck Protection Program (PPP) First Draw Loan Number (if applicable)	n/a
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)	n/a
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

I certify that The Hertz Corporation 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 The Hertz Corporation 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 The Hertz Corporation 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 The Hertz Corporation by the City under the Grant Agreement.



Signature of Authorized Representative
Joshua Blum

Print Name

October 3, 2023

Date
Vice President,
Real Estate & Concessions

Title

