



July 12, 2018

REGULAR MEETING CANCELLATION NOTICE
AND
CALL AND NOTICE OF A SPECIAL MEETING
OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

The regular meeting of the Operations and Development Committee scheduled for Monday, July 16, 2018, at 8:30 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 Hollywood Way, Burbank, California 91505, has been canceled.

NOTICE is hereby given that a special meeting of the Operations and Development Committee will be held Monday, July 16, 2018, at 8:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 Hollywood Way, Burbank, California 91505.

Terri Williams, Board Secretary
Burbank-Glendale-Pasadena Airport Authority

SPECIAL MEETING
OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE

Airport Skyroom
Monday, July 16, 2018
8:00 A.M.

The public comment period is the opportunity for members of the public to address the Committee on agenda items and on airport-related non-agenda matters that are within the Committee's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached

Members of the public are requested to observe the following decorum when attending or participating in meetings of the Committee:

- *Turn off cellular telephones and pagers.*
- *Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.*
- *If you desire to address the Committee during the public comment period, fill out a speaker request card and present it to the Board Secretary.*
- *Confine remarks to agenda items or to airport-related non-agenda matters that are within the Committee's subject matter jurisdiction.*
- *Limit comments to five minutes or to such other period of time as may be specified by the presiding officer.*

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The following activities are prohibited:

- *Allocation of speaker time to another person.*
- *Video presentations requiring use of Authority equipment.*

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Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Committee less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 Hollywood Way, Burbank) in the administrative office during normal business hours.

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In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.

AGENDA

1. Approval of Agenda
2. Public Comment
3. Approval of Minutes

a. May 21, 2018

[See page 1]

4. Contracts and Leases

a. Award of Contract- Parking Consulting Services; Steer Davies & Gleave

- Staff Report Attached

[See page 3]

Staff seeks an Operations and Development Committee recommendation to the Commission for award of a Professional Services Agreement to Steer Davies & Gleave, Inc. for parking and ground transportation consulting services including assistance with the implementation of the pre-booking program for self-park and valet parking at the Airport. The proposed Agreement is through FY2019 and can be terminated by either party with 30 days' notice. The cost of the proposed Agreement is \$72,080.

b. Award of Contract – Branding Phase IV; Anyone Collective

- Staff Report Attached

[See page 13]

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission for award of a Professional Services Agreement to Anyone Collective, LLC, for consulting services and marketing media purchases to implement Phase IV of the Airport branding program. The total proposed expenditure for the Phase IV airport branding program is a not-to-exceed amount of \$570,000 to be completed by the end of FY 2019.

Subject to the recommendation of the Committee, due to the time sensitivity of the marketplace environment, this item has also been placed on the Commission agenda for its consideration immediately following the Committee's meeting.

5. Adjournment

Subject to Approval

**MINUTES OF THE REGULAR MEETING OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, MAY 21, 2018

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 Hollywood Way, Burbank, California, at 8:32 a.m., by Chairman Brown.

ROLL CALL**Present:**

Commissioners Brown, Tornek and Devine
(arrived at 8:44 a.m.)

Absent:

None

Also Present:

Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director;
Patrick Lammerding, Deputy Executive Director,
Planning and Development

Landrum & Brown Inc., Aviation Consultant:
Christian Valdes, Managing Consultant

Bob Frutos, Councilmember, City of Burbank

1. Approval of Agenda

There were no changes to the agenda.

Commissioner Brown introduced Burbank City Councilmember Bob Frutos, who was present for the discussion before turning the floor over to the Authority President, Commissioner Tornek.

Commissioner Tornek requested that item 2, Public Comment, be taken after item 4, Items for Discussion, so that the Landrum & Brown Aviation Consultant could present to the Committee its preliminary findings regarding the NextGen impact.

3. Approval of Minutes**a. May 7, 2018**

Commissioner Tornek moved approval of the minutes of the May 7, 2018, meeting. The minutes were approved (2-0, one absent)

4. Items for Discussion

This item was taken out of order.

**a. NextGen Impact-Update from
Landrum & Brown**

Airport Authority consultant, Landrum & Brown, briefed the Committee and answered questions relative to their initial findings concerning

community impacts of the FAA's implementation of NextGen navigation procedures. Following its presentation, Staff heard from community members from Burbank and Studio City regarding their concerns.

The Committee received their concerns and committed to follow up with them with additional information and a response to their concerns at a future date.

2. Public Comment

Audrey Geiger-Ford, Burbank resident;
Laura Ioanou, Burbank resident; Kim Turner,
Studio City resident; Suellen Wagner, Studio City
resident.

5. Adjournment

There being no further business, the meeting
adjourned at 9:41 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
JULY 16, 2018**

**PROFESSIONAL SERVICES AGREEMENT
PARKING AND GROUND TRANSPORTATION CONSULTING SERVICES
STEER DAVIES & GLEAVE, INC.**

SUMMARY

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission for award of a Professional Services Agreement ("Agreement") to Steer Davies & Gleave, Inc. ("SDG") for parking and ground transportation consulting services, including assistance with the implementation of the pre-booking program for self-park and valet parking at the Airport. The proposed Agreement is through FY2019 and can be terminated by either party with 30 days' notice. The cost of the proposed Agreement is \$72,080.

BACKGROUND

Staff retained SDG for consulting services during FY 2017 and FY 2018 in connection with the self-park management and valet parking services procurement. That procurement successfully concluded two months ago with the Commission's award to SP+ of a new contract for self-park management and valet parking services.

A recognized leader in parking services and technologies, SDG provided expertise and insight that assisted Staff with further research into the rapidly changing marketplace, i.e. the introduction of transportation network companies ("TNCs") and their impact on Airport parking revenue, ever changing new technology, changing demographics, etc. SDG also assisted Staff with preparation of the procurement documents (including the Request for Qualifications and the Request for Proposal), as well as with evaluation of submissions and determination of the contract award recommendation. This effort was undertaken in three phases at a cost of \$22,610.76; \$27,389.27; and \$21,300 for a total cost of \$71,300.03.

Staff believes it would be beneficial for the Authority to retain SDG for additional parking and ground transportation services. In particular, SDG can provide valuable assistance with customer services improvements to the Airport's self-park and valet parking operations, as well as with implementation of the online booking system with the variable pricing component. For example, SDG's experience with variable pricing would be useful when Staff is determining recommendations to the Commission for (i) discounts during the periods where parking is underutilized; (ii) more competitive parking rates relative to off-airport providers; and (iii) measures to narrow the gap with the TNCs serving the Airport. SDG also will assist Staff with ground transportation strategies to improve services and maximize revenues.

BUDGET IMPACT

This item is agendaized for the Committee's consideration because the value of the proposed Agreement, combined with the amount paid to SDG under the original contract, exceeds the Executive Director's authorization under the Authority Expenditure Policy. The cost of the proposed Agreement is included in the recently Adopted FY 2019 Budget for Professional Services.

RECOMMENDATION

Staff recommends that the Committee recommend to the Commission award of the Agreement to SDG and that the President be authorized to execute the same.

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority/Steer Davies & Gleave, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT is dated August 20, 2018 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority, a joint powers agency, and Steer Davies & Gleave, Inc. a Delaware corporation.

RECITALS

A. The Authority operates the Hollywood Burbank Airport ("Airport") and desires to retain Consultant as an independent contractor to provide professional consulting services regarding: (i) ground transportation strategies at the Airport; and (ii) implementation of self-park management and valet parking at the Airport.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and training.

NOW, THEREFORE, the parties agree as follows:

1. Definitions.

- A. "Agreement": this professional services agreement.
- B. "Airport": Hollywood Burbank Airport.
- C. "Authority": Burbank-Glendale-Pasadena Airport Authority.
- D. "Commencement Date": August 20, 2018.
- E. "Consultant": Steer Davies & Gleave, Inc.
- F. "Contract Administrator": Frank R. Miller, Executive Director, or his duly authorized designee.
- G. "Executive Director": Frank R. Miller
- H. "Expiration Date": June 30, 2019.
- I. "Indemnitees": the Authority, TBI, the Cities of Burbank, Glendale and Pasadena and the respective officers, agents, employees and volunteers of each such entity.
- J. "TBI": TBI Airport Management, USA.

2. Consultant's Services.

- A. The nature, scope, and level of the specific services to be performed by Consultant are as set forth in Exhibit A.

B. The services shall be performed in a timely, regular basis in accordance with Exhibit A and the instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.

C. All services rendered by Consultant shall be provided in accordance with all applicable rules, regulations and other laws of the Authority and any federal, state or local governmental agency having jurisdiction at the time service is rendered.

D. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Authority. Consultant shall refer any decisions that must be made by the Authority to the Contract Administrator. Consultant shall promptly notify the Contract Administrator of any unsafe condition that it discovers at the Airport.

E. In the event any claim is brought against the Authority relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation that the Authority might require.

3. **Term.** This Agreement shall be deemed to have commenced at 12:00 a.m. on the Commencement Date and shall expire upon completion of the services or at 11:59 p.m. on the Expiration Date (whichever occurs first), unless earlier terminated pursuant to Section 11.

4. **Compensation.**

A. The Authority agrees to compensate Consultant, and Consultant agrees to accept as full satisfaction for its services pursuant to this Agreement, payment according to the fee schedule set forth in Exhibit B.

B. Consultant shall submit to the Authority an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within thirty (30) calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

5. **Independent Contractor Status.** Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it is in any manner an employee of the Authority.

6. **Work Product Ownership.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without restriction or limitation upon use or dissemination by the Authority.

7. **Confidentiality.** Consultant shall preserve the confidentiality of all data, documents, discussion or other information that is developed or received by it or that is provided for performance of this Agreement. Consultant shall not disclose such information without the prior written authorization of the Contract Administrator. Upon request, all Authority data shall be returned to the Authority at the expiration or termination of this Agreement. Consultant's covenant under this section shall survive the expiration or termination of this Agreement.

8. **Conflict of Interest.** Consultant shall not maintain or acquire any financial interest that may be affected by the services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the services.

9. **Indemnification.** Consultant shall indemnify, hold harmless and defend the Indemnitees and their respective officers, employees, volunteers, and agents from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever (including death or injury to any person and injury to any property) resulting from willful misconduct, negligent acts, errors or omissions of Consultant.

10. **Insurance.**

A. During the term of this Agreement, Consultant shall procure, carry, maintain and keep in full force and effect, a policy or policies of insurance of types and with minimum limits described below:

1. \$1,000,000 comprehensive general automobile liability insurance, including operations, products and completed operations as applicable, per occurrence against any bodily injury, personal injury, death, loss, damage or other property damage resulting from the acts of Consultant. If the commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the services, or the general aggregate limit shall be twice the required occurrence limit.

2. If applicable, \$1,000,000 commercial vehicle liability insurance covering bodily injury and property damage, per occurrence combined single limit, covering any vehicle, including hired and non-owned vehicles, utilized by Consultant in performing the services.

3. \$1,000,000 professional liability or errors and omissions liability insurance per occurrence during the term of this Agreement.

4. \$1,000,000 employer's liability coverage per accident for bodily injury or disease.

5. Workers' Compensation insurance in accordance with statutory requirements of the State of California.

B. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

1. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

2. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

4. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the Authority.

6. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

7. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Authority, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Consultant shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

8. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.

C. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts. The certificates and endorsements must be received and approved by the Authority prior to commencement of work.

11. **Termination.** Each party shall have the right to terminate this Agreement at any time for any reason on thirty (30) calendar days written notice to the other party. In the event of termination, the Authority shall pay Consultant for services satisfactorily rendered to the last working day this Agreement is in effect.

12. **Suspension.** The Contract Administrator may suspend all or any part of the services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

13. Notices. Any notices, invoices or other documents related to this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile or e-mail before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Executive Director
Fax: 818/557-0263
E-mail: FMiller@bur.org

Consultant
Steer Davies & Gleave, Inc.
2201 Cooperative Way
Suite 600
Herndon, Virginia 20171
Fax: 703/788-6511
E-mail: stephen.vanbeek@sdgworld.net

14. Assignability. Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Contract Administrator's prior written consent. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations shall be void.

15. Litigation. This Agreement shall be governed by the laws of the State of California. In the event that either party shall commence legal action to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

16. Exhibits. Exhibits A and B are incorporated in this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any Exhibit, the provisions of this Agreement shall prevail.

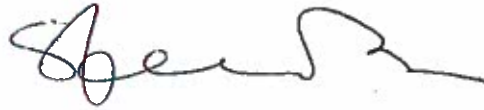
17. Entire Agreement. This Agreement, and the attached Exhibits, represents the entire and integrated contract between the Authority and Consultant. This Agreement supersedes all prior oral or written negotiations, representations and contracts regarding this subject matter (including the 2016 Agreement, which has expired). This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

Burbank-Glendale-Pasadena
Airport Authority

Steer Davies & Gleave, Inc.



President

Stephen D. Van Beek, Head



Stephen C. Hewitt

☐ Secretary ☐ Asst. Secretary

x Chief Operating Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code
Section 313, both signature lines must be executed
unless the signatory holds at least one of the offices
designated on each line.]

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT "A"
Scope of Services

Item 1: Ground Transportation Strategy

Consultant will provide support to the Authority on ground transportation strategies, including improving customer service, enhancing revenue generation and the offering of revised and new parking products. In addition, consultant will help with the identification and assistance with innovative finance programs (e.g., Transportation Infrastructure and Financial Innovation Act (TIFIA) and the Railroad Rehabilitation and Improvement Financing).

Item 2: Implementation of Self-Park Management and Valet Parking Services Hollywood Burbank Airport

Consultant will assist the Authority with overseeing and providing guidance on industry best practices for on-line reservations and yield management.

EXHIBIT "B"
Fee Schedule

The total budget for Items 1 and 2 is \$72,080 provided on a time and materials, not-to-exceed basis. Of the \$72,080, \$2,400 is provided for travel, which will be billed at cost with no mark-up (expenses will conform to the Authority's policies and procedures for travel and any trips to the Authority will be pre-authorized).

On the labor hours estimated below, Consultant will be able to shift hours between the identified personnel but shall remain within the amounts allocated for labor for each item.

1: \$26,680

Consultant	Hourly Rate/Travel	Total Hours	Budget
Stephen Van Beek	\$360	40	\$14,400
Marie Hart	\$205	16	\$3,280
Principal Consultant*	\$195	40	\$7,800
Travel	\$1,200	---	\$1,200
Total	N/A	96	\$26,680

Consultant anticipates that one trip by Stephen Van Beek will be necessary.

* Principal Consultant will be Ian Sample, Elias Scheker, or Michele Tavani providing financial analysis.

Item 2 : \$45,400

Consultant	Hourly Rate/Travel	Total Hours	Budget
Stephen Van Beek	\$360	100	\$36,000
Marie Hart	\$205	40	\$8,200
Travel	\$1,200	---	\$1,200
Total	N/A	140	\$45,400

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
JULY 16, 2018**

**PROFESSIONAL SERVICES AGREEMENT
PHASE IV – AIRPORT BRANDING CONSULTANT SERVICES
ANYONE COLLECTIVE LLC**

SUMMARY

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission for award of a Professional Services Agreement ("Agreement") to Anyone Collective, LLC, ("Anyone Collective") for consulting services and marketing media purchases to implement Phase IV of the Airport branding program. The total proposed expenditure for the Phase IV Airport branding program is a not-to-exceed amount of \$570,000 to be completed by the end of Fiscal Year 2019.

Subject to the recommendation of the Committee, due to the time sensitivity of the marketplace environment, this item has also been placed on the Commission agenda for its consideration immediately following the Committee's meeting.

BACKGROUND

Since 2015, Anyone Collective has been engaged to work closely with Staff to complete approved Phases I - III of the Airport branding program. The initiative's primary, long term objective is to increase passenger levels at the Airport.

Phase I brought the selection of a new brand identity name, "Hollywood Burbank Airport," to provide the geographic location for passengers east of the Rockies. Phase I also yielded a new logo, color scheme, signage designs, and the initial framework for the Authority's long term branding strategy.

In Phase II, the focus was on overall brand awareness for the Airport and its brand identity. Utilizing the digital environment tools to reach selected region-specific targets across the U.S., and in the local community, Anyone Collective was able to develop a comprehensive branding/marketing and media purchase program. This effort generated detailed analytics that showed how the marketing/advertising efforts were performing.

Expanding on the data and analytics developed under Phase II, Phase III included a brand creative and advertising campaign and the development of promotional content for specific demographic targets.

It was during Phase III this past year that the branding initiative began to garner the attention of air carriers that currently serve the Airport, as well as the attention of other air carrier representatives who met with Staff at various air service development conferences. One example of this heightened interest is Alaska Airlines' current marketing campaign,

which specifically revolves around the "Hollywood Burbank Airport" name, the convenience of the Airport itself and its location compared to the other facilities in the Los Angeles metro area.

And, as recently as last month, Staff and representatives of Anyone Collective met with members of Southwest Airlines' network planning department, at their request, regarding the Authority's branding efforts and long term objectives. Southwest Airlines was interested in Anyone Collective's background, a synopsis of work the firm has completed for the Authority, and the Authority's readiness to work collaboratively on marketing strategies that target passengers into utilizing the air services to and from the Airport.

The airlines' accelerated interest in the Authority's branding program, and subsequently the airlines' recognition of the potential for even more passenger generation working collaboratively with the Authority and Anyone Collective, will be a major focus of the proposed Phase IV. Anyone Collective and Staff will work regularly with the air carriers' network planning and marketing departments in creating a coordinated marketing effort to promote the use of Airport.

In addition to the proposed coordinated marketing effort, Anyone Collective will also provide support to the Authority's air service development efforts. Phase IV will include the creation of new air service development material, including deck presentation templates, and custom presentations to help promote the Airport as air carriers develop their respective network plans both in the near term and medium range planning.

Concurrent with the collaboration with air carriers and concentration on air service development, Phase IV will continue the investment made in Phases I - III, to ensure that the branding foundation established and the data obtained in the three previous phases is maintained and built upon. Phase IV will continue the use of Phase III analytics to create hyper-targeted, measurable marketing campaigns designed to encourage engagement and bring in new passengers. Anyone Collective's task of identifying new markets will continue, and it will be tasked with developing a creative program that incorporates current branding and messaging outreach trends. Further Phase IV tasks require Anyone Collective to refresh the Authority's marketing channels, which includes redesigning the Airport website consistent with current branding efforts.

PROPOSAL DETAILS

Proposal highlights include the following deliverables:

- Creative services execution
- Administrative services
- Air service development support
- Collaboration on marketing strategies with Staff and air carriers
- Website design and development
- Social media strategies and campaign execution
- Advertising campaigns
- Video development and post production
- Media buy negotiation and planning
- Planning and negotiation with outside associations for potential advertising Collaborations

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PHASE IV – AIRPORT BRANDING CONSULTANT SERVICES
ANYONE COLLECTIVE LLC

- Presentation development
- Copywriting
- Art direction
- Graphic design

Based on the analytics from Phase III, Anyone Collective will develop a comprehensive and targeted branding/marketing and media buy program that are subject to Staff review and approval. The chart below details the proposed expenditures under the proposed Agreement for FY 2019.

Strategic Development	\$ 50,000
Marketing and Advertising Services	\$240,000
Media – Digital	\$ 60,000
Media – Print	\$ 60,000
Media - Social Media	<u>\$ 60,000</u>
Media - Air Service Development	\$100,000
<i>Total</i>	<u><u>\$570,000</u></u>

A copy of the proposed Agreement and its scope of work proposal for Phase IV is attached.

BUDGET IMPACT

Appropriations for the proposed effort is included Air Service Retention/Development of the recently Approved FY 2018/19 Budget.

STAFF RECOMMENDATION

Staff recommends that the Committee recommend to the Commission award of the Agreement to Anyone Collective for consulting services and marketing media purchases to implement Phase IV of the Authority's airport branding program in an amount not to exceed a total of \$570,000; and that the President be authorized to execute the same.

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority/Anyone Collective LLC)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated July 16, 2018 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Anyone Collective LLC ("Consultant"), a California Limited Liability company ("Consultant").

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: Phase IV marketing and branding execution services.

B. Consultant represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Commencement Date": July 16, 2018.

B. "Contract Administrator": Nerissa Sugars or a duly authorized designee.

C. "Contract Amount": \$570,000.

D. "Executive Director": Frank R. Miller or a duly authorized designee.

E. "Expiration Date": July 31, 2019.

F. "Federal Requirements" the federal requirements set forth in the attached Exhibit C, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.

G. "Fee Schedule": the fee schedule set forth in the Proposal.

H. "Indemnitees": the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

I. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit B.

J. "Proposal": Consultant's June 5, 2018 proposal attached as Exhibit A.

K. "Services": the tasks set forth in the Proposal.

2. Services.

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Authority's rules for the Airport, the Federal Requirements, and applicable laws. Time is of the essence in the performance of this Agreement.

B. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Authority. Consultant shall consult the Contract Administrator for any decisions that must be made by the Authority. Consultant shall promptly notify the Contract Administrator of any unsafe condition that Consultant discovers at the Airport.

C. In the event any claim is brought against the Authority relating to Consultant's performance of the Services, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

3. Term.

A. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated.

B. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party.

4. Compensation.

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Amount.

B. Consultant shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

5. **Independent Contractor Status.** Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

6. **Work Product Ownership.** All reports, documents, or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without limitation upon use or dissemination by the Authority.

7. **Confidentiality.** Consultant shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement. Consultant shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority data shall be returned to the Authority at expiration or termination of this Agreement. Consultant's obligations under this section shall survive expiration or termination of this Agreement.

8. **Conflict of Interest.** Consultant shall not maintain or acquire any financial interest that may be affected by the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

9. **Indemnification.**

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever (collectively, "Liabilities") that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

10. **Insurance.** Without limiting Consultant's defense, hold harmless, and indemnification obligations under this Agreement, Consultant shall maintain policies of insurance as specified in the Insurance Requirements.

11. Suspension. The Contract Administrator may suspend all or any part of the Services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

12. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail or facsimile before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail or facsimile after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Nerissa Sugars
E-mail: nsugars@bur.org
Fax: 818-848-1173

Consultant
Anyone Collective
99 Pasadena Avenue, Suite One
South Pasadena, CA 91030
Attn: Michael Fiore
E-mail: michael@weareanyone.com
Fax: 626-270-4161

13. Assignability. Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Consultant from utilizing subcontractors identified in Consultant's proposal for the Services. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

14. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

15. Exhibits. Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A or B, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit C, the provisions of Exhibit C shall prevail.

16. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

17. **Entire Agreement.** This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

Anyone Collective



Manager



Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

Burbank-Glendale-Pasadena Airport Authority

President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Proposal

(attached)

ANYONE



Hollywood Burbank Airport Phase IV Proposal

June 5, 2018

To: John Hatanaka, Kathy David, Nerissa Sugars
From: Anyone™ Collective
Date: June 5, 2018
SUBJECT: Hollywood Burbank Airport - Phase IV Proposal / SOW
PROPOSAL ID: 050618-MFb

Dear John and Nerissa,

Below, please find the proposal for the working relationship between Hollywood Burbank Airport and Anyone™ Collective on the Phase IV Advertising & Marketing Strategy. This proposal outlines deliverables for this project as well as estimated pricing for each. We have outlined this a little different for this Phase in effort to simplify the process. We know that this is a starting place and for Phase III we recommended a much higher budget, that said we were conscious of that for Phase IV and tried to recommend a budget that is more realistic from the start. It is important to note that we are adding Air Service Development into the mix here and would focus a portion of Phase IV efforts on that area which is why the number is little higher. We feel it will be an important part of the growing branding efforts for the upcoming fiscal year.

As always - we are looking forward to continuing to partner with the Hollywood Burbank Airport and are thrilled to have the opportunity to present you with the possibilities of Phase IV.

This effort will ensure the branding foundation built and established in the three previous phases is maintained and expanded upon in Phase IV.

Please let us know if you have any questions or comments.

We look forward to speaking with you soon.

Anyone™ Team

Project Summary - Scope of Work

Overview

ANYONE™ COLLECTIVE LLC (hereafter, "Anyone™") will provide The Burbank-Glendale-Pasadena Airport Authority (hereafter, "Client") in reference to Hollywood Burbank Airport (hereafter "Hollywood Burbank Airport") with a Marketing Package to include multiple assets necessary for the successful implementation of its rebranding and marketing goals for Hollywood Burbank Airport (Hollywood Burbank Airport).

Professional Services Agreement

Client hereby engages Anyone™, with a mailing address of 99 Pasadena Avenue, Suite One, South Pasadena, CA 91030, for the purpose of performing the services necessary to execute a marketing package for Hollywood Burbank Airport (hereafter, the "SERVICES") aspect of marketing for Hollywood Burbank Airport.

Phase IV - Introduction

The goal of Phase IV is to build on the investment made in the previous THREE Phases by ensuring continued expansion upon the branding foundation established during the execution of the work we accomplished together. In Phase IV, the key focus will be to show measured growth for the new Hollywood Burbank Airport brand. We will continue to create awareness and deliver a clear, concise message on the Airport's geographical location and overall benefits.

Using the research and analytics gathered in previous phases, we will evolve the brand strategy to avoid making marketing and branding assumptions for the upcoming fiscal year. This will allow us to make educated decisions on how, where and why to pursue marketing and branding efforts moving forward. While Phase III served to build upon the foundation of the first two Phases, Phase IV will continue to keep the Hollywood Burbank Brand momentum established in the marketplace, Phase IV will be defined by hyper-targeted, measurable campaigns designed to encourage engagement and bring in new passengers. We will explore new ways to connect with new customers and existing ones as well. We will continue to establish a brand voice that will stay on trend with branding, marketing and advertising techniques as we move into the future of communications and access to customers like never before.

Phase IV will provide continued support to Hollywood Burbank Airport for the successful implementation of its rebranding and marketing goals, which include but are not limited to the following:

- Increasing passenger levels
- Providing Air Service Development with proper marketing and branding support
- Establishing the Airport as one of the premier boutique Airports in the U.S.
- Providing the Airport with a geographic identity that speaks to the local community, to passengers east of the Rockies, and to selected region-specific targets throughout the U.S.
- Expanding on target demographics via new strategies and creative campaign directions

- Creating new campaigns that are season and target specific
- Providing detailed analytics that show how the marketing/advertising is performing

Phase IV Includes::**1. Phase IV Target Strategy Overview**

The following strategy breakdown is a continuation of the Phase III strategy that defines the prioritized target markets and consumers, including B2B, B2C and Air Service Development. For Phase IV, the goal will be to not only continue to build on the investment made in Phase I, II and III, but to continue to identify and new markets, new creative direction, as well as staying with current branding trends, messaging trends and creative campaigns that will produce new consumers and customer engagement.

Strategy Breakdown

- A. Hyper-Targeted Creative and Messaging
 - Leisure and Business Traveler creative and messaging
 - Blisure Traveler creative and messaging
 - Seasonally focused campaign targets, creative and messaging
 - Geographically focused campaign targets, creative and messaging
- B. Calls To Action and Engagements
 - Airport Key Benefits (i.e. Convenience, Transportation Center, Rental Car, Parking, Amenities, etc)
 - Digital Drivers/Touch Points - Activations of target audiences through digital advertising and social media channels
 - Incentive Campaigns - Drive new engagement through incentives ie: targeted events, give-aways, contests, usage of collected customers through e-mail marketing
- C. Targeted Website Landing Pages
 - Convenience Elevated Landing page
 - Agnostic Travel Blog - Targeted at travelers nation wide - stories that drive awareness to Hollywood Burbank Airport
 - New Airport Website - Complete relaunch of a new website that focuses on the key benefits of the airport, the location, the parking, the airlines, the flights, the weather etc. Air Service Development B to B portal

D. Air Service Development Target Focus Strategy

- Utilize Brand messaging in a targeted effort to support Air Service Development efforts
- Define and develop a complete Air Service Development focused strategy to support the B to B business for the airport
- Establish Air Service Development Targeted materials including collaterals, deck presentation templates, custom presentations, B to B focused web portal
- Attend Air Service Development focused meetings with industry executives, airlines etc..

In the previous phase, Anyone™ provided a plan for the effective execution of initial campaigns for Hollywood Burbank Airport as well as a projected plan for future placements. In Phase IV, analytics gathered from the initial campaigns combined with continued exploration in marketing and advertising research will inform an updated plan that details targets, defines messaging, and determines the appropriate creative direction for branding materials.

2. BRAND CREATIVE CAMPAIGN

The initial creative strategy for Hollywood Burbank Airport was brand-focused, creating awareness of the Airport's new name and brand identity. We diversified the strategy, shaped messaging and campaigns around specific benefits, locations and types of travelers. Moving Into Phase IV we'll continue to use custom-targeting techniques and custom messaging to spread over a large base of targeted demographics, we will incorporate Calls to Action (CTAs) that promote direct engagement to drive conversions and in Phase IV add social/digital targets that will drive and grow the Airports target audience for repeat engagements.

Deliverables include individual creative campaigns for each of the established campaign targets as well as their placement within the context of the new strategic marketing plan. A minimum of two concepts per campaign will be created with supporting graphics. All concepts, regardless of target or campaign, will utilize rebranding elements so that Hollywood Burbank Airport continues to reinforce its cohesive look and feel. Once a creative direction has been selected and approved by Airport Staff, we will apply the creative to all the deliverables determined in the marketing plan.

- Anyone™ will utilize analytics gathered during Phases I, II, & III as well as conduct additional exploration to determine an appropriate creative direction for Phase IV.
- Advertising to focus on three main geographic areas:
 - Local (Southern California)
 - Regional (selected out of state targets)
 - East of the Rockies
 - B to B - Air Service Development
- Anyone™ will create hero graphics that will define the artwork for the deliverables. Below is a list of potential deliverables to be included; final deliverables will be determined after the strategy is developed:
 - Magazines
 - Local Ads
 - Digital Banner Ads
 - Social Media Community Management Content
- Anyone™ will subcategorize travelers and target each individual subcategory with unique campaigns via Programmatic and Social Media advertising:
 - Create two to three (2-3) campaigns per subcategory for a maximum of eighteen (18) total campaigns.
 - Entice target consumers with a Call To Action OR a click engagement to “find out more information” on any benefit or service being advertised
- Every campaign to last for approximately 60 days and to be refreshed on an ongoing basis to reflect changes in seasonality targets as necessary.

3. CREATIVE DELIVERABLES

3a. Print & Digital Advertising Campaign

Using the final creative campaign assets from Deliverable 2, research garnered in Phases I, II & III, and long-standing relationships with media distributors, Anyone™ will evaluate marketing and advertising mediums to build a multi-platform media plan that provides the highest impact for the lowest budget. The key focus for Phase IV is to create custom-targeted messaging spread across the established target demographics, to define Calls To Action for engagement with new potential customers and to continue creating awareness of the Airport's new brand and location.

The goal of these deliverables will be to promote the quality of Hollywood Burbank Airport in an innovative and tangible way, establishing trust within the industry. Competitive, attention-grabbing collateral will stand out in a saturated market, engaging customers via strategic placements in areas that will reach target prospects.

The execution of print and digital deliverables is for placement only. Media buying is estimated below. Anyone™ will receive an industry standard 15% commission based on Hollywood Burbank Airport's overall spend, which will be determined by Hollywood Burbank Airport. The recommended spend is identified in this estimate.

3b. Social Media Advertising Campaign

Anyone™ will continue to design and develop the overall digital marketing + social media strategy for Hollywood Burbank Airport in Phase IV. The goal of the digital marketing + social media strategy will be to not only create awareness for Hollywood Burbank Airport but to also increase the number of conversions and activations that take place in the digital community including existing and new customers for the airport. In Phase IV the strategy will focus on true measurable engagements. Quarterly progress reports will be developed so that analytics and data can help define the ROI for each campaign. ANYONE™ will collaborate with Airport staff in the development of this plan and on all final deliverables.

Anyone™ will create new ads featuring updated messaging and creative to run across social platforms including Facebook, Instagram, Google AdWords and custom communication platforms through co-op opportunities and targeted touch-points. The content campaigns will garner interest for the Hollywood Burbank Airport to gain followers, encourage engagement of users and ensure awareness of Hollywood Burbank Airport's features and benefits, including Air Service Development. Content campaigns will include Web and Social Banner Ads, Social Media Graphics, and Re-Skin of Social properties. Every campaign is to last for approximately 30-60 days and to be refreshed on an ongoing basis to reflect changes in seasonality, performance and targets as needed.

3c. Website

As the Airport's business evolves and grows, it is important to ensure all marketing channels are refreshed accordingly. Anyone™ will design and develop a brand new website that is strategic from its foundation. The new site will be built with an easy to use CMS that will make updating easy. The new site will change the way the airport is presented, establishing a strong connection with the overall campaign messaging, as well as presenting a modern look that is aesthetically pleasing and current with the Hollywood Burbank Airport's present-day branding efforts. A complete description of the website and its defined deliverables will be presented upon approval of this proposal.

4. MEDIA PLANNING & BUYING

Media planning and buying involves elements of strategy, negotiation, purchase and for social media purchases we are required to Pre-Pay ad inventory, also known as ad buys. When planning the inventory to purchase, planners must take into consideration the product being advertised, target audience and campaign goals.

Anyone™ will strategize, negotiate, purchase and monitor advertising space on behalf of Hollywood Burbank Airport. Anyone™ will aim to reach the highest number of people in the approved target audiences at the lowest cost whenever possible.

1. Media - Digital - Budget will allow a consistent buy of programmatic digital ads to be placed month to month as part as our continuous digital plan.
2. Media - Print - Budget will allow for smaller local print publications to be supported certain months, while larger distribution airline publications will help serve our continuous encouragement of awareness while showing support of each airline.
3. Media - Social – Budget will play a large roll in connecting our specific messaging to our potential travelers within all newly created subcategories.

Upon approval, Anyone™ will create a complete media budget. For the purposes of this proposal and based on our media buying and planning experience, we are providing a budget range that includes a suggested amount for the remainder of the current fiscal year, beginning July 1st, 2018 and ending June 30th, 2019.

Media Buy dollars are estimated separately from the amortized payment plan hours. Anyone™ will receive an industry standard 15% commission based on Hollywood Burbank Airport's overall media spend, which is included in the pricing below.

5. ADMINISTRATIVE SERVICES

Per Project Hourly Fee On-Going Brand Support

Anyone™ will provide the services listed below based on a breakdown of Creative Hours, Account Management Hours and Production Execution Hours. We recommend this plan moving forward for execution of all marketing and branding efforts for a 12 month period. This will allow Anyone™ to be a true extension of Hollywood Burbank Airport and the official Agency Of Record and will give the airport staff immediate access to Anyone™ based on an allotted number of hours. This will streamline all planned projects for Phase IV. This plan will go into effect upon approval and is based on a minimum twelve (12) month commitment with a goal of starting July 1, 2018.

All the services listed above, as well as the ongoing brand support plan chart below, shows the allotted hours per month based on a twelve (12) month commitment. With this commitment, you will receive a discount that will apply a bonus of allotted hours, based on our hourly rates as stated below.

On-Going Brand Support hours are based on the following hourly rates:

- Creative Execution: \$275.00
- Administrative/Production: \$200.00

Below is an explanation of how the On-Going Brand Support hours are distributed for the twelve month period. We have also applied a discount that will effect the per month/year total.

Total On-Going Brand Support - 12 Months

Creative/Execution Hours per month:

47 (\$275 per hour = \$12,925)

Creative/Execution Hours 12 months:

564 (\$275 per hour = \$155,100)

Total Admin/Production Hours per month:

69 (\$200 per hour = \$13,800)

Total Admin/Production Hours per 12 months:

828 (\$200 per hour = \$165,600)

TOTAL hours combined for 12 months:

1,392 total hours

Total Cost at regular price:

564 - \$275 per hour = \$155,100

828 - \$200 per hour = \$165,600

Total Cost (before discount) \$320,700

Discount Per Month - \$6,725

Discount Per 12 Months - \$80,700

Final Cost of On-Going Brand Support and Creative Execution

Per Month - \$20,000

Per 12 Months - \$240,000

NOTE: Hours encompass all items and deliverables listed above and below. Anyone™ shall provide Hollywood Burbank Airport with a quarterly staff report and actualize hours. Hollywood Burbank Airport will not be billed up front for hours exceeded unless authorized in writing by the Hollywood Burbank Airport.

Phase IV Proposed Budget

Phase IV Strategic Development	
1. Research & Development Phase IV	\$16,000
2. Strategy / Plan Including Air Service Development (B to B)	\$16,000
3. Quarterly Reporting - Progress Report and Analytics Review	\$18,000
Strategic Development Subtotal:	\$50,000
Phase IV Marketing and Advertising SOW outline	
1. Campaign Creation and Executions	
2. Content Creation Digital	
3. Content Creation Print	
4. Content Creation - Events, Presentations, Meetings	
5. Custom Website Design, Code & CMS	
6. Messaging & Copywriting	
7. Social Media Content Creation All Platforms	
8. Print Media Content Creation All Platforms	
9. E-mail Campaign Content Creation x 6 annually	
10. Creative Design, Art Direction and Graphic Development	
11. Custom Content Development, Photo, Video for use in all marketing campaigns	
12. B to B Air Service Development Content Creation and Design	
On Going Brand Support - 12 Months	\$240,000
Advertising / Media Plan - 12 months	
1. Digital Advertising - Consumer Target - Google AdWords (\$5,000 per month)	\$60,000
2. Print Advertising - Consumer Target (\$5,000 per month)	\$60,000
3. Social Media Advertising - Consumer Target - FaceBook, Instagram (\$5,000 per month)	\$60,000
4. Digital/Print Marketing and Advertising - Air Service Development	\$100,000
Advertising Total:	\$280,000
Phase IV Total	\$570,000

NOTE: Monthly totals may vary per month depending on the campaign strategy development, in other words more budget may be allocated to a different month making one month total budget spend higher and another month total budget spend lower, that said the spend will never go over the total allotted media buy budget.

6. FEE SCHEDULE

Upon budget approval the Anyone™ team will provide a recommended fee schedule that will eliminate confusion and make the billing portion of this estimate easy to consume.

8. TIMELINE & MILESTONES

We understand the pace and project flow may vary based on Hollywood Burbank Airport needs. Upon approval of this agreement Anyone™ will be the Hollywood Burbank Airport agency of record for a twelve month period. A complete milestone calendar will be created upon approval.

Execution Milestones

1. Strategic Phase IV Advertising/Marketing Plan
2. Brand Creative Campaign and Vision
3. Print & Digital Media Campaign
4. Social Media Campaign
5. Website Re-Launch
6. Media Planning / Buying
7. Air Service Development (B to B) Strategic Plan
8. Air Service Development (B to B) Executions

Project Management: Projects can occur simultaneously. Once approved, a digital project management software will be implemented to assist in overall project management and communications between appointed Hollywood Burbank Airport staff and the Anyone™ team.

EXHIBIT B
Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.
 - A. **General Liability Insurance.** Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.
 - B. **Automobile Liability Insurance.** Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
 - C. **Professional Liability (Errors and Omissions) Insurance.** Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.
 - D. **Workers' Compensation/Employer's Liability Insurance.** Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.
2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:
 - A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.
 - B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
 - C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.
 - D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnatee before the Indemnatee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of

subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Consultant or the Authority shall withhold from its payments to Consultant an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

EXHIBIT C
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Consultant and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. Civil Rights – Title VI Assurance

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

A. Compliance with Regulations: Consultant will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

B. Non-discrimination: Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Consultant of Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

D. Information and Reports: Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Consultant will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the Non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to Consultant under the contract until Consultant complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. **Incorporation of Provisions:** Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Consultant will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Consultant may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

G. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

3. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

4. Occupational Safety and Health Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.