

July 17, 2025

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

NOTICE is hereby given that a <u>regular</u> meeting of the Operations and Development Committee will be held on <u>Monday</u>, <u>July 21</u>, <u>2025</u>, <u>at 8:30 a.m.</u>, in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

In addition to attending the meeting in person, members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

Dial In: (818) 862-3332

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

REGULAR MEETING OF THE

OPERATIONS AND DEVELOPMENT COMMITTEE

Airport Skyroom Monday, July 21, 2025 8:30 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 three minutes or to such other period of time as may be specified by the presiding officer.

The following activities are prohibited:

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

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 N. Hollywood Way, Burbank) in the administrative office during normal business hours.

In accordance with the Americans with Disabilities Act of 1990, if you require a disabilityrelated 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

Monday, July 21, 2025

- 1. Roll Call
- 2. Approval of Agenda
- 3. Public Comment
- 4. Approval of Minutes
 - a. June 16, 2025 [See page 1]
- 5. Items for Approval
 - a. Professional Services Agreement Conway Consulting, LTD.

[See page 3]

Staff seeks the recommendation of the Operations and Development Committee ("Committee") to the Commission to approve a proposed Professional Services Agreement ("PSA"), with Conway Consulting, Ltd. for an amount not-to-exceed \$150,000 to provide continued support services to the Replacement Passenger Terminal Project and other related airport projects.

As this PSA replaces the FY 2025 PSA which expired on June 30, 2025, subject to the recommendation of the Committee, this item has also been placed on the Commission's agenda for its consideration immediately following the Committee's meeting.

b. Award of Professional Services Agreement Airport Marketing Consultant Services

[See page 5]

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission to award a Professional Services Agreement to Anyone Collective, LLC for airport marketing consulting services, including website support and media purchases. These services are in support of the continued branding, marketing, and advertising efforts of Hollywood Burbank Airport. These services, as detailed below, are for a not-to-exceed amount of \$995,000 inclusive of media purchases and a task order-based program for airline, destination and Replacement Passenger Terminal marketing.

As these services are time-sensitive, subject to the recommendation of the Committee, this item has also been placed on the Commission's agenda for its consideration following the Committee's meeting.

- 6. Items for Information
 - a. Committee Pending Items

[See page 9]

7. Adjournment

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

MONDAY, JUNE 16, 2025

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:30 a.m., by Commissioner Hampton.

1. ROLL CALL	
Present:	Commissioners Hampton, Talamantes and Asatryan
Absent:	None
Also Present:	Staff: John Hatanaka, Executive Director; Scott Kimball, Deputy Executive Director, Business Development
2. Approval of Agenda	
Motion	Commissioner Talamantes moved approval of the agenda; seconded by Commissioner Asatryan.
Motion Approved	The agenda was approved (3-0).
3. Public Comment	There were no public comments.
4. Approval of Minutes	
a. May 19, 2025	The agenda packet included a draft copy of the May 19, 2025, Committee meeting minutes for review and approval.
Motion	Commissioner Asatryan moved approval of the minutes; seconded by Commissioner Talamantes.
Motion Approved	There being no objection, the motion was approved (3-0).

5. Items for Approval

Motion

Motion Approved

a. Waiver and License by Lessor to Secured Party for the Benefit of International Lease Finance Corporation Staff sought an Operations and Development Committee recommendation to approve a Waiver and License by Lessor to Secured Party ("Agreement"), to give International Lease Finance Corporation ("ILFC") access to specific physical assets of Avelo Airlines ("Avelo") currently stored in Hangar 1A. The proposed Agreement is in support of a loan Avelo is seeking from ILFC.

Due to the timing of the negotiations between Avelo and ILFC, this item, subject to the Committee's recommendation, was placed on the Commission's agenda for its consideration at its meeting immediately following the Committee's meeting.

Commissioner Asatryan moved approval of the recommendation; seconded by Commissioner

Talamantes.

There being no objection, the motion was approved (3-0).

In anticipation of the existing passenger terminal demolition that will begin upon the opening of the Replacement Passenger Terminal, Staff sought an Operations and Development Committee recommendation to the Commission to award HNTB Corporation a Professional Services Agreement in the amount of \$3,345,260 for Taxiways A and C extension project design services. These services are anticipated to be a multi-year effort.

6. Items for Information

7. Adjournment

a. Committee Pending ItemsStaff informed the Committee of future pending items that will come to the Committee for review.

There being no further business to discuss, the meeting was adjourned at 8:43 a.m.

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY OPERATIONS AND DEVELOPMENT COMMITTEE JULY 21, 2025

PROFESSIONAL SERVICES AGREEMENT CONWAY CONSULTING, LTD

Presented by Stephanie Gunawan-Piraner Deputy Executive Director, Planning and Development.

SUMMARY

Staff seeks the recommendation of the Operations and Development Committee ("Committee") to the Commission to approve a proposed Professional Services Agreement ("PSA"), copy attached with Conway Consulting, Ltd. ("Conway Consulting") for an amount not-to-exceed \$150,000 to provide continued support services to the Replacement Passenger Terminal ("RPT") Project and other related airport projects.

As this PSA replaces the FY 2025 PSA which expired on June 30, 2025, subject to the recommendation of the Committee, this item has also been placed on the Commission's agenda for its consideration immediately following the Committee's meeting.

BACKGROUND

Since 2013, Conway Consulting has provided professional support services to support the Authority's efforts with the RPT concept development, validation, and memorialization in the Development Agreement with the City of Burbank. More recently, Conway Consulting has provided support services to the RPT Program Manager, Jacobs Project Management Company ("Jacobs"), and to the RPT design-build team of Holder, Pankow, TEC - A Joint Venture ("HPTJV"). The most recent PSA with Conway Consulting expired on June 30, 2025.

Conway Consulting's principal, Mr. Mark Conway, has over 50 years of experience with airport capital and development projects around the world and is a valuable resource for Jacobs and HPTJV as they advance the RPT Project to completion. Staff is proposing a replacement one-year PSA, effective July 1, 2025, to June 30, 2026, for continued RPT Project support services and other related airport projects. The specific scope of services to be provided is included under Exhibit A of the PSA.

COMPENSATION

Conway Consulting's labor rate from July 1, 2025, to December 31, 2025, is \$225.00 per hour. Effective January 1, 2026, the hourly rate increases to \$230.00 per hour.

FUNDING

The recently adopted FY 2026 Budget contains appropriations for these support services in the RPT forecasted expenditures.

STAFF REPORT\OPERATIONS\7-21-2025 PROFESSIONAL SERVICES AGREEMENT CONWAY CONSULTING, LTD

STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission to approve the proposed PSA with Conway Consulting and authorize the President to execute the same.

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY OPERATIONS AND DEVELOPMENT COMMITTEE JULY 21, 2025

AWARD OF PROFESSIONAL SERVICES AGREEMENT AIRPORT MARKETING CONSULTANT SERVICES

Prepared by Nerissa Sugars, Director, Communications and Air Service

SUMMARY

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission to award a Professional Services Agreement ("Agreement"), copy attached, to Anyone Collective, LLC ("Anyone Collective") for airport marketing consulting services, including website support and media purchases. These services are in support of the continued branding, marketing, and advertising efforts of Hollywood Burbank Airport. These services, as detailed below, are for a not-to-exceed amount of \$995,000 inclusive of media purchases and a task order-based program for airline, destination and Replacement Passenger Terminal ("RPT") marketing.

As these services are time-sensitive, subject to the recommendation of the Committee, this item has also been placed on the Commission's agenda for its consideration following the Committee's meeting.

BACKGROUND

Since the initial engagement in 2015, Anyone Collective has worked closely with Staff to implement the Authority's long-term branding and marketing strategy to gain market recognition and increase passenger utilization of Hollywood Burbank Airport.

Since FY 2016, marketing strategies have been implemented to promote the geographical location of the Airport and its proximity to Los Angeles area points of interest. The initiative has included a strategic general communications plan based on extensive market research, and the analytics generated from previous marketing and advertising efforts. Advertising purchases in both print and digital outlets have been utilized in conjunction with continued ongoing research and analysis of potential market interest.

Anyone Collective's services are also employed for the outreach to airline network planning and marketing departments, along with airports and destination marketing organizations ("DMOs") for the cities served by Hollywood Burbank Airport's partner air carriers.

The success of these efforts, as previously reported to the Commission, includes the receipt of global recognition by Airports Council International - North America ("ACI-NA"). In 2023, the Authority and Anyone Collective were awarded "Best Overall Marketing Program" for the "More Jet, Less Lag" campaign. The Authority and Anyone Collective previously received multiple awards for Brand Identity, Digital Advertising, Print Communications, and Overall Marketing Program. ACI-NA also honored Hollywood Burbank Airport with the prestigious

STAFF REPORT\LEGAL\7-21-2025 AWARD OF PROFESSIONAL SERVICES AGREEMENT AIRPORT MARKETING CONSULTANT SERVICES Peggy G. Hereford award, which is given to the airport with the most first place and honorable mentions awards in a single year.

In 2024, Anyone Collective and Hollywood Burbank Airport received a "Gold Award" from the Association of Marketing and Communications Professionals and its MarCom competition, one of the largest and most-respected creative competitions in the world. In 2019, Fodor's Travel named Hollywood Burbank Airport the "Best Airport in the United States". Each year since 2021, readers of the Los Angeles Daily News have voted Hollywood Burbank Airport as "Best Airport in Los Angeles".

Anyone Collective's services have also included technical support, maintenance and a layout refresh of the Hollywood Burbank Airport website (hollywoodburbankairport.com) and the RPT website (elevatebur.com). The Airport website, which has the largest outreach of all the Authority's marketing outlets, focuses on the key benefits of the Airport and provides up to date information pertinent to current and prospective customers.

PROPOSAL DETAILS

The proposed airport marketing activities for FY 2026 will continue to build on Hollywood Burbank Airport's established brand in the marketplace. With the momentum of a record year in passenger traffic, Anyone Collective and Staff will collaborate on strategically designed, hyper-targeted, measurable campaigns to encourage greater engagement from passengers and airlines.

With the opening of the RPT scheduled for October 2026, FY 2026 efforts will include a refresh of the Hollywood Burbank Airport brand identity (logo) to be used for the new facility. The updated identity will complement the RPT's "Icon" design and architecture. Staff and Anyone Collective will also continue to create content for - and manage production and placement of - promotional messaging for the RPT leading up to the opening in Fall, 2026.

Concurrently, there will be an ongoing focus on the convenience aspect of the Hollywood Burbank Airport brand. The objectives are: 1) to have regular and new passengers become aware of - and accustomed to - the "Convenience Elevated" brand; 2) to develop consumer loyalty based on that awareness; 3) to have customers understand the same experience will be available at the RPT. Anyone Collective and Staff will continue the work of growing and strengthening the brand name, promoting existing and new air services, and raising more awareness about the Airport's features and amenities that add value to the overall customer experience.

FY 2026 activity will also include a continuation of the Airport's air service development and retention program. For FY 2026 the proposal includes a task order based joint advertising program with each of the Authority's air carrier partners, along with the mutually served airports and DMOs on a first come, first served basis. Together, Staff and Anyone Collective will provide the airlines, airports and DMOs with an opportunity to collaborate on advertising and marketing efforts that will incorporate the specific airline, airport and destination and event brands. The event brands include the Rose Parade, FIFA 2026, and the 2028 Olympics. The sports, concert and special event destination sites include the Rose Bowl, Dodger Stadium, Crypto.com Arena, BMO Stadium, and the Coliseum.

For the task order portion of the program, a joint marketing proposal would be presented to and authorized by the Executive Director up to the limits of the program.

The FY 2026 messaging program will be developed and applied in print, digital, and social media spaces, with targets including: leisure, business, and bleisure travelers; seasonal activity; geographic/destination awareness; special events and attractions; and public transportation promotion (e.g., Metro/Metrolink).

Services and deliverables to be provided are as follows:

- Creative services development
- Administrative services
- Air service retention and development support
- Development and production of promotional material for RPT
- Collaboration on marketing strategies with Staff, air carriers, airports and DMO's
- Website management Airport and RPT
- New digital content production
- Social media strategies and campaign execution
- Advertising campaigns
- Media buy negotiation and planning
- Presentation development
- Copywriting
- Art direction
- Graphic design

To summarize, the Airport Marketing and Advertising Program for FY 2026 is made up of five complementary tasks: 1) strategic development employing the analytics from previous years and the results of the research and discovery process; 2) specific marketing and advertising services which include creative art design, content creation, messaging and social media distribution and custom content development; 3) advertising media buys for all applicable venues; 4) implementation of specific joint marketing efforts between airlines, airports, and DMOs; and 5) technical management and maintenance of websites for the Airport and the RPT. The chart below breaks down the not-to-exceed limit for each of the proposed activities in FY 2026.

Strategic Development	\$ 80,000
Marketing and Advertising Services	\$ 365,000
Media – Digital	\$ 90,000
Media – Print	\$ 60,000
Media – Social Media	\$ 110,000
Task Orders	\$ 240,000
Subtotal	\$945,0000
Website Maintenance Airport and Replacement Passenger Terminal	\$ 50,000
Tota	al <u>\$ 995,000</u>

A copy of the proposed Agreement and work scope is attached.

BUDGET IMPACT

Appropriations for the proposed program are included in the adopted FY 2026 budget.

STAFF RECOMMENDATION

Staff recommends that the Committee recommend to the Commission award of the proposed Agreement to Anyone Collective for the services describe above in support of the Authority's FY 2026 Airport Marketing and Advertising program with an amount not to exceed of \$995,000 and that the President be authorized to execute the same.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY OPERATIONS AND DEVELOPMENT COMMITTEE JULY 21, 2025

COMMITTEE PENDING ITEMS

Future Tentative Presentation

1. Award of Contract - Arthur D. Little; Air Service Analysis Support Services

August 18, 2025 TBD

2. Award of Contract - Private Network

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Conway Consulting, Ltd.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated July 21, 2025 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Conway Consulting, Ltd. ("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: on-call support services for the replacement passenger terminal program.
- 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. "Airport Rules and Regulations": July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.
 - B. "Commencement Date": July 1, 2025
- C. "Contract Administrator": Stephanie Gunawan-Piraner or a duly authorized designee.
 - D. "Contract Limit": \$150,000.
 - E. "Executive Director": John T. Hatanaka or a duly authorized designee.
 - F. "Expiration Date": June 30, 2026.
- G. "Federal Requirements" the federal requirements set forth in the attached Exhibit D, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.
 - H. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.
- 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. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.
- K. "Liabilities": 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.
 - L. "Services": the tasks set forth in the attached Exhibit A.
 - M. "TBI": TBI Airport Management, Inc.

2. Services.

- A. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. Time is of the essence in the performance of this Agreement.
- B. Consultant shall perform all work to 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. Consultant's duties and services under this Agreement shall not include preparing or assisting the Authority with any portion of the Authority's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Authority. The Authority shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the Authority to ensure that all competitors for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.
- D. 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 Limit.
- 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. Airport Rules and Regulations. Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com). Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.
- 7. 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.
- 8. 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.
- 9. 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.

10. Indemnification.

- A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any 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.
- 11. 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.
- 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 e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail 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. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

Authority

Rurbank Glandala Pasadana Airna

Burbank-Glendale-Pasadena Airport Authority 2627 Hollywood Way

Burbank, CA 91505

Attn: Stephanie Gunawan-Piraner

E-mail: SGunawan-Piraner@bur.org

Consultant

Conway Consulting, Ltd. 1181 Osprey Court

Marco Island, FL 34145

Attn: Mark Conway

E-mail: mark@conwayconsulting.com

14. 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.

- 15. 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, 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 through D 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 through C, 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 D, the provisions of Exhibit D shall prevail.
- 17. 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 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.
- 18. 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.

[SIGNATURES ON FOLLOWING PAGE]

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

Conway Consulting, Ltd.	
By: Mark Conway Print Name: MARK CONWAY Chairperson President Vice President	By: MARIC CONCENTS Print Name: MARIC CONCENTS Secretary Chief Finance Officer Asst. Treasurer
[Pursuant to California Corporations Code Section 313, both holds at least one of the offices designated on each line.]	th signature lines must be executed unless the signatory
Burbank-Glendale-Pasadena Airport Authority	y
President	
Approved as to form:	
Richards, Watson & Gershon A Professional Corporation	

EXHIBIT AScope of Services

Conway Consulting Ltd. FY 26 Scope of Services Replacement Passenger Terminal Program

Hollywood Burbank Airport

Conway Consulting, Ltd. has been a part of the RPT Program definition since 2013 and has the single most accumulated knowledge of the RPT Program than any other individual. In addition, Conway Consulting Ltd. has served as an On-Call Planning Consultant offering airport planning services since 2009. During FY 2025, Conway Consulting, Ltd. supported the Burbank Glendale Pasadena Airport Authority's (BGPAA) Program Manager (PM), as well as the selected Design Builder (DB) in the evolution of the Replacement Passenger Terminal (RPT) design tasks. The following are Tasks for Conway Consulting Ltd to provide ongoing support for the continued advancement of the RPT Program in FY 2026.

Task 1: Support for the Program Manager Executive Lead

As the RPT Program advances under the guidance of the BGPAA PM and its Executive in Charge along with members of the Jacobs Team, Conway Consulting, Ltd. will continue to support the PM Team and the DB Team in any issues needed to advance the implementation of the RPT Project. This will include support related to prior data collection and interpretation. Conway Consulting Ltd. will participate in any meetings requested by the PM.

Task 2: Support and Participate in Construction Phasing Activities

The PM Team is tasked to coordinate and direct the DB Team in the implementation of the RPT Design Concept. Conway Consulting Ltd. will provide institutional knowledge and assist in the definition of aircraft operational needs and requirements with the RPT Program including the demolition of the Existing Terminal Building (ETB). Concepts, options, and reviews related to input will be provided through the PM on construction of the RPT Site and the ETB demolition. Included may be input on ETB demolition boundaries, aircraft holding areas, runway end aircraft access, coordination support with the FAA.

Task 3: Support the DB Team

Conway Consulting Ltd. has supported the PM Team by providing institutional perspectives and analysis that formed the basis for the RPT Program. Included have been demand values and associated data. Conway Consulting, Ltd. will continue to transition this institutional knowledge to the PM and the DB Team as they transition the DA RPT Concept Plan into a design concept. Support will also be provided as necessary with any background information relevant to the design work and implementation of the RPT Project and its components.



Task 4 Support BGPAA Services

Conway Consulting Ltd. will provide support services to all BGPAA departments, including Planning and Engineering, Operations, Properties, and the executive staff as requested. This support may include physical and operational input or concept development of physical and operational plans, concept plans, and criteria related to on-going Airport operations, notably those affected by the DB activities including those issues related to the airside and landside of the Southeast Quadrant. Other issues as needed by the BGPAA will be addressed as requested. These may include but not be limited to an update for the JCUFP, FAA coordination, and other Airline or tenant related issues. Support to BGPAA leadership will also be provided when the need arises and as requested.

Task 5 Travel Budget

Participation in the Program Activities may be either in person or via Zoom/Microsoft Team calls with an allowance for travel on an on-call basis to include:

- → Airfare (Refundable Economy)
- → Hotel
- → Airport Transfer Ground Transportation (Home and Away)
- → Meals

The recommended travel trips will be for on-site presence for two to three days as needed to provide for interaction and participation with BGPAA, DB or PM staff on RPT as well as BGPAA matters. All reimbursable expenses will be at cost. Airfare will be for Economy Class.

* * * * *

The Conway Consulting, Ltd. labor rate for Mark Conway is \$225.00 per hour for the remaining months of 2025 and will increase to \$230 per hour on January 1, 2026.

EXHIBIT C 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 Indemnitee before the Indemnitee'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 D Non-AIP Project Federal Requirements

References to "Contractor" in this Exhibit shall be deemed to refer to Consultant.

1. General Civil Rights Provisions

- A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

- A. 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 USC § 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 USC § 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 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- 6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- 7. The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10. 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. 74087 (2005)];
- 11. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).
- B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:
- 1. Compliance with Regulations: The Contractor (hereinafter includes consultants) 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.
- 2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor 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.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor 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 the Contractor

of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- 4. Information and Reports: The Contractor 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 Sponsor 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, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The Contractor 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. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROFESSIONAL SERVICES AGREEMENT

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated July 21, 2025 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.

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: FY 2026 airport marketing consulting, website maintenance, and media purchase 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. "Airport Rules and Regulations": July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.
 - B. "Budget": the FY 2026 budget set forth in the Proposal.
 - C. "Commencement Date": July 21, 2025.
 - D. "Contract Administrator": Nerissa Sugars or a duly authorized designee.
 - E. "Contract Limit": \$995,000 (inclusive of commission for media spends).
 - F. "Executive Director": John T. Hatanaka or a duly authorized designee.
 - G. "Expiration Date": June 30, 2026.
- H. "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.
- 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. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit B
 - K. "Proposal": Consultant's June 2, 2025 proposal attached as Exhibit A.
 - L. "Services": the tasks set forth in the Proposal.
 - M. "TBI": TBI Airport Management, Inc.

2. Services.

- A. Consultant shall perform the Services in a timely, regular basis in accordance with 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 as follows: (i) a blended hourly rate of \$275 for creative services, website maintenance services, and task order (including Replacement Passenger Terminal promotion, brand identity refresh, and B2B and destination marketing) services; and (ii) a 15% commission on the Authority's overall media spend. Additionally, the Authority shall reimburse Consultant's travel costs related to the task order services. The Authority shall have absolute discretion to determine the amount of its media spend. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

- 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. Airport Rules and Regulations. Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com). Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.
- 7. 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.
- **8.** 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.
- 9. 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.

10. 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.
- 11. **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.
- 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 e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail 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. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received based on the e-mail delivery.

Authority

Burbank-Glendale-Pasadena Airport Authority

2627 Hollywood Way

Burbank, CA 91505 Attn: Nerissa Sugars

E-mail: NSugars@bur.org

Consultant

Anyone Collective

99 Pasadena Avenue, Suite One

South Pasadena, CA 91030

Attn: Michael Fiore

E-mail: michael@weareanyone.com

- 14. 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. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.
- 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.

- **16. 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.
- 17. 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.
- 18. 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 LLC Manager	Manager
[Pursuant to California Corporations Code Section 17703.0 articles of incorporation state that the firm is managed by only	

Burbank-Glendale-Pasadena Airport Authority

President	
Approved as to form:	
Richards, Watson & Gershon A Professional Corporation	

EXHIBIT A Proposal

(attached)

ANYONE



Hollywood Burbank Airport FY 2026 Proposal (July 2025 – June 2026)

June 2, 2025

ANYONE



To: John Hatanaka, Kathy David, Nerissa Sugars

From: Anyone™ Collective

Date: June 2, 2025

SUBJECT: FY 2026 Proposal PROPOSAL ID: 240602-GSa

Please find attached the proposal for the working relationship between Hollywood Burbank Airport and Anyone™ Collective on the FY 2026 Advertising & Marketing Strategy. This proposal outlines deliverables for FY 2026, as well as estimated pricing for each.

We are thrilled to have the opportunity to continue to work with Airport staff to help grow the Airport and its business. The entire AnyoneTM team is very excited, and we look forward to continuing our journey together.

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 Branding, Marketing, and Advertising Package to include multiple assets necessary for the successful implementation of marketing goals for 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 Branding, Marketing, and Advertising Package (hereafter, "Services") for Hollywood Burbank Airport.

FY 2026: Introduction

The goal of FY 2026 ("FY26") is to continue to expand and strengthen the branding foundation established in prior phases to ensure continued growth for the Airport as it approaches the 2026 opening of the Replacement Passenger Terminal ("RPT").

Our efforts in FY26 will carefully consider the projected downturn in passenger traffic for the first half of FY26, which may be informed by ongoing federal economic and global issues. Despite the slowdown, we will remain on trend with the current market and provide clear and thoughtful direction to build a strategy that encourages more business for the Airport from both a consumer and airline perspective. In FY26, we will focus on both Business to Consumer ("B2C") and Business to Business ("B2B") marketing and branding efforts. Utilizing the most current data and facts, we can ensure all branding, advertising, and marketing efforts are in line with modern trends and technologies and continue pushing for more awareness of Hollywood Burbank Airport.

Strategically designed, hyper-targeted, measurable campaigns will encourage greater engagement from passengers and airlines alike. Anyone™ will explore creative ways to connect with and speak to new and existing customers through the Airport's brand voice.

FY26 will provide continued support to Hollywood Burbank Airport for the successful implementation of its branding and marketing goals, which include the following:

- Increase passenger levels
- Build upon Airline Marketing, and overall marketing, advertising, and branding efforts
- Provide the Airport with a geographic identity that speaks to the local and regional community, passengers east of the Rockies, and select region-specific targets throughout the U.S.
- Grow and expand the current target demographics via new strategies and creative campaign directions

(cont'd)





- Create fresh and new campaigns, such as season-specific and audience-specific advertising to generate a new wave of consumer awareness and deliver new information to our existing consumer base
- Provide detailed analytics for every campaign to adjust and pivot whenever necessary to ensure the highest level of performance for each deliverable
- Focus on new flights and routes for incumbent airlines and position Hollywood Burbank Airport as Southern California's number one option and number one airport

FY 2026 Includes:

1. Target Strategy Overview

In FY26, we define the prioritized target markets and consumers, including B2B, B2C, and airline marketing. Even with the assumed reduction in passenger levels for the first half of FY26, the goal is still to continue to build on the investment made in prior years and identify new markets and creative directions – all in collaboration with Airport Staff. This approach will ensure we utilize critical insights from the Airport to build creative campaigns that will bring new consumers and drive customer engagement.

Strategy Breakdown

- A. Hyper-targeted and Creative and Messaging
 - Leisure, business and bleisure travelers
 - Event focused campaigns
 - Seasonally focused campaigns
 - Geographically focused campaigns
- B. Calls to Action and Engagement
 - Airport key benefits (e.g. convenience, transportation center, rental car, parking, amenities, new airlines, new routes, key air service partnerships)
 - Digital drivers/touch points: Engage target audiences through digital advertising and social media channels
 - Drive new engagement through incentives (e.g. targeted events, giveaways, contests, usage of customer data through email marketing)
- C. Digital Content Creation and Touch Points
 - Seek the creation of co-opportunities (e.g. co-branded sponsorships and advertising)
 - Content contributors will include staff, air carrier representatives, and other key Airport stakeholders.

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D. Airline Marketing Target Strategy

- Utilize targeted brand messaging to support airline marketing efforts
- Continue to grow strategies that focus on airline marketing to support B2B development for the airport
- Work with Airport staff to create airline marketing-targeted materials, including collateral, deck presentation templates, custom presentations, B2B-focused web portal
- Join Airport staff at airline marketing-focused meetings with industry executives, airlines, etc.
- Continue to create and expand upon co-branded marketing and advertising opportunities in collaboration with Airport staff

E. Destination and Event Marketing

 Collaborate with Airport business and community partners to market and promote Airport as the portal to city pairs and inbound (Southern California) regional sporting and special events.

In FY26, analytics gathered from the initial campaigns combined with continued exploration in marketing and advertising research will inform updated plans that detail targets, define messaging, and determine 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. As campaigns and brand awareness evolved, Anyone™ diversified the strategy and reshaped messaging and campaigns around specific benefits, locations, and types of travelers. Moving into FY26, Anyone™ will explore new opportunities that become available with added service connections. By continuing to use custom targeting techniques and custom messaging, engagement will continue to grow over a large base of qualified demographics.

Anyone™ will continue to incorporate calls-to-action (CTAs) that promote direct engagement to drive conversions. In FY26, Anyone™ will add new social/digital targets that will drive and grow the Airport's target audience and encourage repeat engagements.

Deliverables include individual creative campaigns for each of the established campaign targets and their placement within the context of the new marketing plan. A minimum of two (2) concepts per campaign will be created with supporting graphics. All concepts, regardless of target or campaign, will continue to utilize branding elements so Hollywood Burbank Airport continues to reinforce its cohesive look and feel. With the initial creative direction selected and approved by Airport staff, Anyone™ will apply the creative to all the deliverables determined in the marketing plan.

 Anyone[™] will utilize analytics gathered during previous years and conduct additional exploration of national and global markets that have opened up as a result of added connecting cities

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- Advertising will focus on three geographic areas and B2B:
 - Local (Southern California)
 - Regional (select out-of-state targets)
 - · East of the Rockies
 - B2B (Airline Marketing, Destination and Event Marketing)
- Anyone[™] will create hero graphics that define the artwork for the deliverables.
 Below are potential deliverables to be included; final assignments will be determined after the strategy is developed:
 - Magazines
 - Local Ads
 - Digital Advertising
 - Social Media Community Management Content
- Anyone™ will subcategorize travelers and target each individual subcategory with unique campaigns via programmatic and social media advertising:
 - Create three to six (3–6) campaigns per subcategory for a maximum of twentyfour (24) total.
 - 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 will last for approximately 30–45 days and will be refreshed on an ongoing basis to reflect changes in seasonality targets as necessary.





3. Creative Deliverables

3a. Advertising Campaigns

Using the final creative campaign assets from Deliverable 2, combining research garnered in previous years and new research, and continuing long-standing relationships with media distributors, Anyone™ will build a multi- platform media plan that provides the highest impact with the lowest budget. The key focus for FY26 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 growing awareness of the Airport's brand and location.

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

An additional return on investment from these advertising campaigns is the generation of "earned media" – promotion or mentions in articles that we do not pay for. The advertising elevates Hollywood Burbank Airport's profile within the industry and general public. This keeps the airport top of mind when publications are looking for story ideas, or when outlets conduct passenger surveys. The best example is the recent survey done by the *Washington Post*, asking more than 2,300 passengers what they think are the best airports in America. Of more than 450 airports in the US, readers ranked Hollywood Burbank Airport #14.

The execution of print and digital deliverables is for placement only. Media buying is estimated separately. Anyone™ will receive an industry standard 30% 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. Brand Identity Refresh for Replacement Passenger Terminal

With the opening of the RPT set for 2026, FY 2026 creative deliverables will include an update of the Hollywood Burbank Airport brand identity (logo) and brand guidelines to be used for the new facility and all related collateral. The updated identity will complement the new terminal's "Icon" design and architecture.

Staff and Anyone Collective will also continue to create content for - and manage production and placement of - promotional messaging for the RPT leading up to the RPT opening.





3c. Social Media Advertising

Anyone[™] will continue to design and develop the overall digital marketing and social media strategy for Hollywood Burbank Airport in FY26. This plan will engage existing and new customers for the Airport. In FY26, the strategy will focus on well-managed social media targeted advertisements. Quarterly progress reports will be developed so analytics and data can help define the KPI's (Key Performance Indicators and 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 positioning and targeted touch points. The content campaigns will generate interest for Hollywood Burbank Airport and gain active followers, encourage engagement of customers, and ensure awareness of Hollywood Burbank Airport's features and benefits, including Airline Marketing. Content campaigns will include web and social banner ads, social media graphics, and re-skinning of social properties. Every campaign is to last for approximately thirty to sixty (30–60) days and will update consistently to reflect changes in seasonality, performance, and targets as needed.

3d. Community Management—Up to 60 hours/month

With regular review by Airport Staff, Anyone™ will continue community management efforts for the Airport throughout FY26, with a concerted focus on all travel segments (Business, Leisure and Bleisure). We will collaborate with Airport staff to create a monthly content schedule that defines that months goals and content.

- Monitoring: Anyone™'s social listening efforts entail monitoring all networks for conversations concerning the Airport's brand. We will proactively set up listening parameters for mentions, tags, and specific keywords.
- **Engaging:** The goal will be to keep the Airport's brand and personality consistent, while adapting to social media trends and content. FY26 engagement will also include a focus on LinkedIn engagement and creative that is geared specifically for business travel.
- **Moderating:** Anyone[™] will work proactively with Airport staff to manage the Airport's online reputation by keeping all social profiles clear from spam.
- Measuring: By monitoring, engaging, and moderating, we will have a better sense of
 how the social community perceives the brand, identify areas for improvement, and work
 to refine the Airport's presence. Anyone™ will pinpoint which channels our audiences are
 most active on and where we can satisfy primary objectives—whether it's building brand
 awareness, pushing traffic to the website, or simply maintaining the Airport's reputation
 and integrity.

3e. Website Maintenance: Up to 10 hours/month for each – hollywoodburbankairport.com and elevatebur.com

As the Airport's business evolves and grows, it is important to have websites that are dynamic and evolve as needed, inclusive of all content and functionality. Anyone™ will provide the following website maintenance services:





Platform/CMS Maintenance

- Collaborate with Airport staff on strengthening the Airport's security efforts to prevent potential cyber-attacks on the Airport's websites and overall ICT network.
- Ongoing maintenance and updating all website plugins, themes, and technologies
- Cloud backup of website on a weekly basis
- · Constant uptime monitoring to ensure site accessibility
- Ensuring the site core is running on the latest security technologies, avoiding outdated software that can contain vulnerabilities
- · XML sitemap monitoring to ensure crawl-ability and index-ability by all major engines
- Meta description updates for consistent snippets in search engine results
- Optimization of page titles and copy headlines for SEO
- · Regular malware monitoring and removal
- Deployment of Google Analytics across all pages for accurate usage and audience statistics
- Ensuring all SSL (secure sockets layer) certificates are up-to-date

Content Maintenance

- Adding, swapping, or editing new and existing photos and graphics for the websites
- Adding, editing, or removing copy on the existing sites including articles, reports, contact information, or service/amenity descriptions
- Expansion or deletion of links within website navigation panels

4. Media Planning & Buying

Media planning and buying involves elements of strategy, negotiations, and purchasing. For social media purchases Anyone™ is required to pay campaign budgets in advance (this is 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 the Client. Anyone™ will strive to connect with 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 Anyone™'s continuous digital plan.
- Media—Print: Budget will allow for smaller local print publications to be supported during certain months, while larger distribution airline publications will be selected and ads placed according to the allocated budget.
- Media—Social: Budget will play a large role in connecting Anyone™'s specific messaging to 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 Anyone[™]'s media buying and planning experience, Anyone[™] will provide a budget range that includes a suggested amount for the remainder of the current fiscal year—beginning July 1, 2025 and ending June 30, 2026.

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. FY 2026 Marketing and Advertising SOW Ongoing Brand Support

Anyone™ will provide continued ongoing brand support as described in the pricing grid (next page) under "Marketing and Advertising SOW (Scope of Work)." Pricing is based on a blended rate of creative hours, account management hours, and production execution hours.

This plan will go into effect upon approval of the budget with a target start date of July 1, 2025.

Ongoing brand support hours are based on a blended, creative, and administrative hourly rate of \$275/hr.





FY 2026 Proposed Budget

FY 2026 Proposed Budget	
FY2026 Strategic Development - Creative Services	
1. Research & Development FY26	\$30,000.00
2. Strategy/Plan Including Airline Marketing (B2B)	\$30,000.00
3. Quarterly Reporting—Progress Report and Analytics Review	\$20,000.00
Strategic Development Subtotal:	\$80,000.00
FY2026 Marketing and Advertising SOW Ongoing Brand Support - Cr	eative Services
1. Campaign Creation and Executions	
2. Content Creation Digital	\$365,000.00
3. Content Creation Print	
4. Content Creation—Events, Presentations, Meetings	
5. Website Updates and Content Creation	
6. Messaging & Copywriting	
7. Social Media Content Creation All Platforms	
8. Print Media Content Creation All Platforms	
10. Creative Design, Art Direction, and Graphic Development	
	\$365,000.00
Ongoing Brand Support - 12 Months Subtotal:	\$303,000.00
FY2026 Advertising/Media Plan/Ad Buying/Promotions	\$303,000.00
5 5 11	\$90,000.00
FY2026 Advertising/Media Plan/Ad Buying/Promotions	
FY2026 Advertising/Media Plan/Ad Buying/Promotions 1. Digital Advertising—Consumer Target—Google AdWords	\$90,000.00
FY2026 Advertising/Media Plan/Ad Buying/Promotions 1. Digital Advertising—Consumer Target—Google AdWords 2. Print Advertising—Consumer Target 3. Social Media Advertising/Community Management—Consumer Target	\$90,000.00 \$60,000.00
FY2026 Advertising/Media Plan/Ad Buying/Promotions 1. Digital Advertising—Consumer Target—Google AdWords 2. Print Advertising—Consumer Target 3. Social Media Advertising/Community Management—Consumer Target —Facebook, Instagram	\$90,000.00 \$60,000.00 \$110,000.00
FY2026 Advertising/Media Plan/Ad Buying/Promotions 1. Digital Advertising—Consumer Target—Google AdWords 2. Print Advertising—Consumer Target 3. Social Media Advertising/Community Management—Consumer Target —Facebook, Instagram Advertising - 12 Month Subtotal:	\$90,000.00 \$60,000.00 \$110,000.00
FY2026 Advertising/Media Plan/Ad Buying/Promotions 1. Digital Advertising—Consumer Target—Google AdWords 2. Print Advertising—Consumer Target 3. Social Media Advertising/Community Management—Consumer Target —Facebook, Instagram Advertising - 12 Month Subtotal: Website Maintenance	\$90,000.00 \$60,000.00 \$110,000.00 \$260,000.00
FY2026 Advertising/Media Plan/Ad Buying/Promotions 1. Digital Advertising—Consumer Target—Google AdWords 2. Print Advertising—Consumer Target 3. Social Media Advertising/Community Management—Consumer Target—Facebook, Instagram Advertising - 12 Month Subtotal: Website Maintenance Maintenance of www.hollywoodburbankairport.com	\$90,000.00 \$60,000.00 \$110,000.00 \$260,000.00 \$25,000.00
FY2026 Advertising/Media Plan/Ad Buying/Promotions 1. Digital Advertising—Consumer Target—Google AdWords 2. Print Advertising—Consumer Target 3. Social Media Advertising/Community Management—Consumer Target—Facebook, Instagram Advertising - 12 Month Subtotal: Website Maintenance Maintenance of www.hollywoodburbankairport.com Maintenance of www.elevatebur.com	\$90,000.00 \$60,000.00 \$110,000.00 \$260,000.00 \$25,000.00
FY2026 Advertising/Media Plan/Ad Buying/Promotions 1. Digital Advertising—Consumer Target—Google AdWords 2. Print Advertising—Consumer Target 3. Social Media Advertising/Community Management—Consumer Target—Facebook, Instagram Advertising - 12 Month Subtotal: Website Maintenance Maintenance of www.hollywoodburbankairport.com Maintenance of www.elevatebur.com Website Subtotal:	\$90,000.00 \$60,000.00 \$110,000.00 \$260,000.00 \$25,000.00
FY2026 Advertising/Media Plan/Ad Buying/Promotions 1. Digital Advertising—Consumer Target—Google AdWords 2. Print Advertising—Consumer Target 3. Social Media Advertising/Community Management—Consumer Target—Facebook, Instagram Advertising - 12 Month Subtotal: Website Maintenance Maintenance of www.hollywoodburbankairport.com Maintenance of www.elevatebur.com Website Subtotal: Task Orders Content creation, production and placement for: promotion of Replacement Terminal; refresh of brand identity – including logo and brand guidelines; and B2B marketing collaborations with airlines for air service development and	\$90,000.00 \$60,000.00 \$110,000.00 \$260,000.00 \$25,000 \$50,000.00





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. The spend will never exceed 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.

7. Timeline & Milestones

Anyone[™] understands the pace and project flow may vary based on the Client's needs. Upon approval of this agreement, Anyone[™] will be the Client's agency of record for a twelve (12)-month period. A complete milestone calendar will be created upon approval. Anyone[™] would recommend a budget review in 6 months for the fiscal year FY26.

Execution Milestones

- 1. Strategic Airline Marketing FY26 Advertising/Marketing
- Brand Creative Campaign and Vision
- 3. Print & Digital Media Campaign
- Development of Refreshed Brand Identity for RPT
- 5. Social Media Campaigns/Community Management
- 6. Website Maintenance
- 7. Media Planning/Buying
- 8. Airline, Destination and Event Marketing (B2B) Strategic Planning
- 9. Airline, Destination and Event Marketing (B2B) Executions
- 10. Analytics and Reporting

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 Client and Anyone™.

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 Indemnitee before the Indemnitee'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

References to "Contractor" in this Exhibit shall be deemed to refer to Consultant.

1. General Civil Rights Provisions

- A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

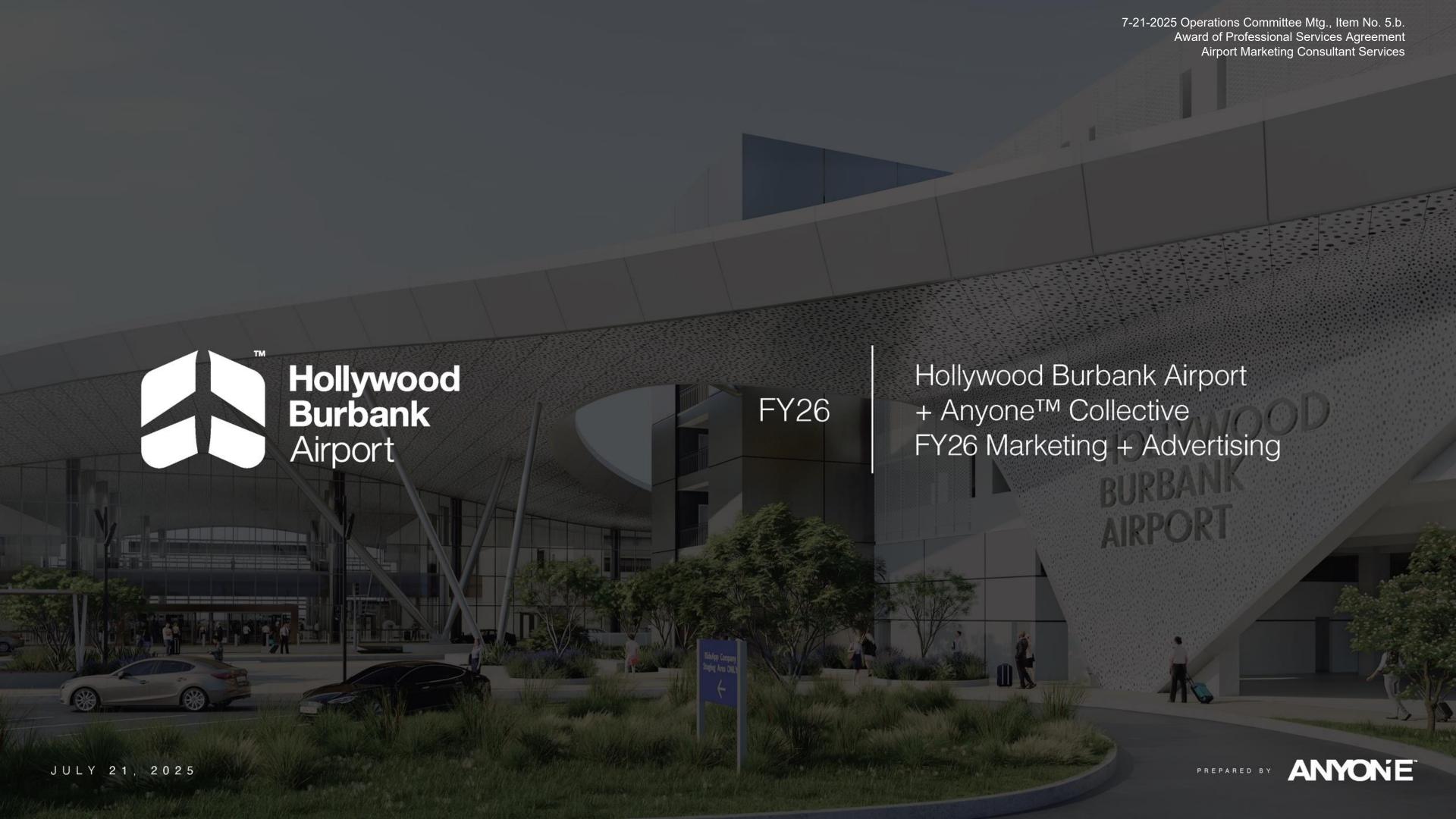
2. Civil Rights – Title VI Assurance

- A. 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 USC § 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 USC § 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 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- 6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- 7. The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10. 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. 74087 (2005)];
- 11. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).
- B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:
- 1. Compliance with Regulations: The Contractor (hereinafter includes consultants) 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.
- 2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor 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.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor 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 the Contractor

of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- 4. Information and Reports: The Contractor 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 Sponsor 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, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The Contractor 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. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

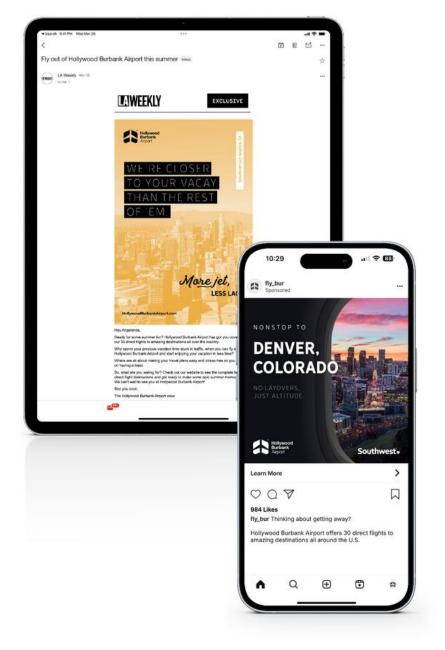




INBOUND ADS OUTBOUND ADS

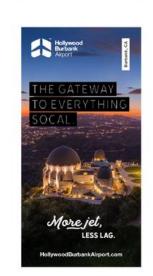
2025 Advertising

Local and regional advertising in Los Angeles, including print and digital ads strategically targeted both locally and throughout the West Coast, Midwest, and nationally across various publications.





Hollywood Burbank Airport

















Hollywood Burbank Arport

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GEORGIA

I FLY FOR WORK

AND IT'S THE

BEST PART OF

THE JOB













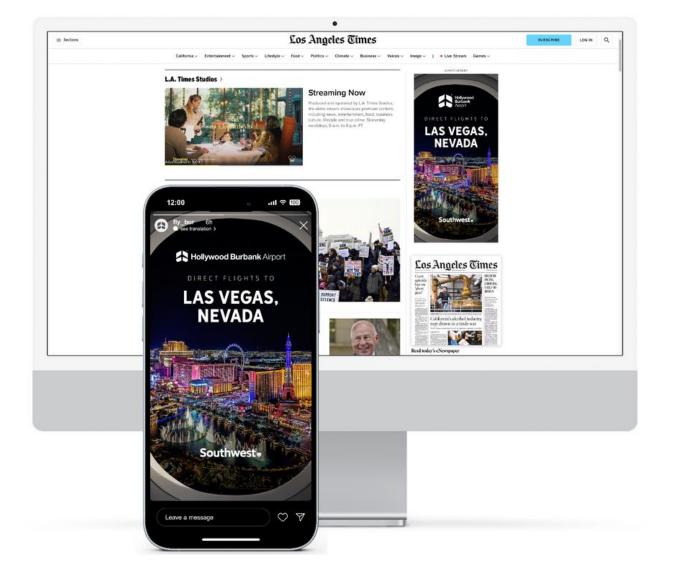






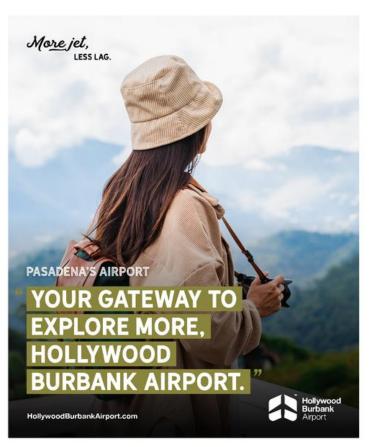
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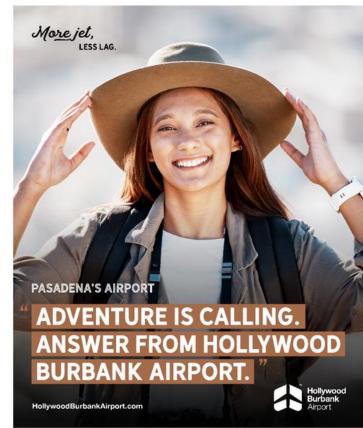


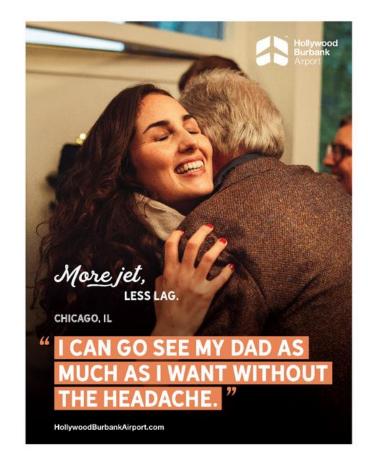


PASADENA WEEKLY EMAIL ADS















Awards & Accolades

We are proud to have been recognized for some major marketing and advertising awards recently. There are many people to thank for their hard work in helping our airport get the recognition it deserves and we are proud to get to wear these badges of honor.

Ranked 14 out of 50 top Airports in America.

"Our list started with more than 450 airports that served at least 1,000 passengers last year. We narrowed it down to the top 50..."

"We took our question to readers, soliciting more than 2,300 responses."

"We learned travelers adore airports that are easy to get to (and through) above all else."

The Washington Post



EXCELLENECE IN AIRPORT
MARKETING COMMUNICATIONS &
CUSTOMER EXPERIENCE AWARDS







MORE JET, LESS LAG ADVERTISING & MARKETING CAMPAIGN WINNER





MORE JET, LESS LAG ADVERTISING & MARKETING DIGITAL CAMPAIGN WINNER





BEST AIRPORT IN LOS ANGELES SINCE 2021





Future - FY26

More Jet, Less Lag - Moving from 2025 into to 2026, we will focus on the convenience aspect of the BUR brand as we get ready for a new era at Hollywood Burbank Airport!

"Convenience Elevated" and "More Jet, Less Lag" will become more ingrained as the airport's taglines to emphasize how the new terminal will stay true to the overall pleasant experience guests have enjoyed for years.









Hollywood Burbank Airport

Future Events & Targets

As part of our FY26 strategy, Hollywood Burbank Airport will launch targeted campaigns focused on upcoming events and top travel destinations, both locally in the greater Los Angeles area and across the country. By highlighting how BUR offers a simpler, faster, and more convenient travel experience, we aim to position our airport as the smart choice for travelers looking to attend concerts, festivals, sporting events, and seasonal getaways. Whether arriving in LA or departing for a key destination, BUR makes getting there easier than ever.















Points of Interest and Collaborations

Many great and unique locations are close to Hollywood Burbank Airport, including those shown above. We will continue to collaborate with our city pair partners to ensure travelers are aware of the location of our airport in proximity to these renowned POIs. With our local cities' tourism associations, we will continually update promotions of "Things To Do".













Our research shows people travel to see artists or be a part of special events that specifically take place in major metropolitan areas, like Los Angeles. With that, we'll seek out and target potential travelers who should be aware of Hollywood Burbank Airport and its geographic location, in proximity to notable event locations.





























Sporting Events

We will ramp up our marketing efforts for major sporting events at every level. From the Olympics, to the professional, collegiate, and college prep levels, our strategy will keep the athletes, their entourages, and the fans aware of why Hollywood Burbank Airport is a win for the best travel experience.





Thank you BUR team!

AS ALWAYS, WE APPRECIATE EVERY OPPORTUNITY.

URL WWW.WEAREANYONE.COM

EMAIL CONNECT@WEAREANYONE.COM

PHONE 626.768.0803

VISIT US 99 PASADENA AVE. SUITE 1 SOUTH PASADENA, CA 91030