

1 like, if needed by Consultant, shall be available only during City's normal business
2 hours and provided that milestones for performance, if any, are met.

3 C. Consultant has requested to receive regular payments. City
4 shall pay Consultant in due course of payments following receipt from Consultant
5 and approval by City of invoices showing the services or task performed, the time
6 expended (if billing is hourly), and the name of the Project. Consultant shall certify
7 on the invoices that Consultant has performed the services in full conformance
8 with this Agreement and is entitled to receive payment. Each invoice shall be
9 accompanied by a progress report indicating the progress to date of services
10 performed and covered by the invoice, including a brief statement of any Project
11 problems and potential causes of delay in performance, and listing those services
12 that are projected for performance by Consultant during the next invoice cycle.
13 Where billing is done and payment is made on an hourly basis, the parties
14 acknowledge that this arrangement is either customary practice for Consultant's
15 profession, industry or business, or is necessary to satisfy audit and legal
16 requirements which may arise due to the fact that City is a municipality.

17 D. Consultant represents that Consultant has obtained all
18 necessary information on conditions and circumstances that may affect its
19 performance and has conducted site visits, if necessary.

20 E. CAUTION: Consultant shall not begin work until this
21 Agreement has been signed by both parties and until Consultant's evidence of
22 insurance has been delivered to and approved by City.

23 2. TERM. The term of this Agreement shall commence at midnight on
24 August 22, 2012, and shall terminate at 11:59 p.m. on August 21, 2013, unless sooner
25 terminated as provided in this Agreement, or unless the services or the Project is
26 completed sooner. City shall have the right to extend the term of this Agreement for one
27 additional one-year period upon advance notice to Consultant.

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3. COORDINATION AND ORGANIZATION.

A. Consultant shall coordinate its performance with City's representative, Kerry Gerot. Consultant shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project.

B. The parties acknowledge that a substantial inducement to City for entering this Agreement was and is the reputation and skill of Consultant's key employees, David Garcia and Russ Napolitano. City shall have the right to approve any person proposed by Consultant to replace either key employee.

4. INDEPENDENT CONTRACTOR. In performing its services,

Consultant is and shall act as an independent contractor and not an employee, representative or agent of City. Consultant shall have control of Consultant's work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Consultant acts in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Consultant expressly warrants that neither Consultant nor any of Consultant's employees or agents shall represent themselves to be employees or agents of City.

5. INSURANCE.

A. As a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain, at Consultant's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best

1 Company or from authorized non-admitted insurance companies subject to
2 Section 1763 of the California Insurance Code and that have ratings of or
3 equivalent to A:VIII by A.M. Best Company, the following insurance:

4 (a) Commercial general liability insurance (equivalent in scope to
5 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
6 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
7 coverage shall include but not be limited to broad form contractual liability,
8 cross liability, independent contractors liability, and products and
9 completed operations liability. City, its boards and commissions, and their
10 officials, employees and agents shall be named as additional insureds by
11 endorsement (on City's endorsement form or on an endorsement
12 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or
13 both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and
14 CG 20 37 07 04), and this insurance shall contain no special limitations on
15 the scope of protection given to City, its boards and commissions, and
16 their officials, employees and agents. This policy shall be endorsed to
17 state that the insurer waives its right of subrogation against City, its boards
18 and commissions, and their officials, employees and agents.

19 (b) Workers' Compensation insurance as required by the California
20 Labor Code and employer's liability insurance in an amount not less than
21 \$1,000,000. This policy shall be endorsed to state that the insurer waives
22 its right of subrogation against City, its boards and commissions, and their
23 officials, employees and agents.

24 (c) Professional liability or errors and omissions insurance that
25 includes intellectual property liability coverage in an amount not less than
26 \$1,000,000 per claim.

27 (d) Commercial automobile liability insurance (equivalent in scope
28 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an

1 amount not less than \$500,000 combined single limit per accident.

2 B. Any self-insurance program, self-insured retention, or
3 deductible must be separately approved in writing by City's Risk Manager or
4 designee and shall protect City, its officials, employees and agents in the same
5 manner and to the same extent as they would have been protected had the policy
6 or policies not contained retention or deductible provisions.

7 C. Each insurance policy shall be endorsed to state that
8 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
9 days prior written notice to City, shall be primary and not contributing to any other
10 insurance or self-insurance maintained by City, and shall be endorsed to state that
11 coverage maintained by City shall be excess to and shall not contribute to
12 insurance or self-insurance maintained by Consultant. Consultant shall notify City
13 in writing within five (5) days after any insurance has been voided by the insurer or
14 cancelled by the insured.

15 D. If this coverage is written on a "claims made" basis, it must
16 provide for an extended reporting period of not less than one hundred eighty (180)
17 days, commencing on the date this Agreement expires or is terminated, unless
18 Consultant guarantees that Consultant will provide to City evidence of
19 uninterrupted, continuing coverage for a period of not less than three (3) years,
20 commencing on the date this Agreement expires or is terminated.

21 E. Consultant shall require that all subconsultants or contractors
22 that Consultant uses in the performance of these services maintain insurance in
23 compliance with this Section unless otherwise agreed in writing by City's Risk
24 Manager or designee.

25 F. Prior to the start of performance, Consultant shall deliver to
26 City certificates of insurance and the endorsements for approval as to sufficiency
27 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of
28 the insurance, furnish to City certificates of insurance and endorsements

1 evidencing renewal of the insurance. City reserves the right to require complete
2 certified copies of all policies of Consultant and Consultant's subconsultants and
3 contractors, at any time. Consultant shall make available to City's Risk Manager
4 or designee all books, records and other information relating to this insurance,
5 during normal business hours.

6 G. Any modification or waiver of these insurance requirements
7 shall only be made with the approval of City's Risk Manager or designee. Not
8 more frequently than once a year, City's Risk Manager or designee may require
9 that Consultant, Consultant's subconsultants and contractors change the amount,
10 scope or types of coverages required in this Section if, in his or her sole opinion,
11 the amount, scope or types of coverages are not adequate.

12 H. The procuring or existence of insurance shall not be
13 construed or deemed as a limitation on liability relating to Consultant's
14 performance or as full performance of or compliance with the indemnification
15 provisions of this Agreement.

16 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
17 contemplates the personal services of Consultant and Consultant's employees, and the
18 parties acknowledge that a substantial inducement to City for entering this Agreement
19 was and is the professional reputation and competence of Consultant and Consultant's
20 employees. Consultant shall not assign its rights or delegate its duties under this
21 Agreement, or any interest in this Agreement, or any portion of it, without the prior
22 approval of City, except that Consultant may with the prior approval of the City Manager
23 of City, assign any moneys due or to become due Consultant under this Agreement. Any
24 attempted assignment or delegation shall be void, and any assignee or delegate shall
25 acquire no right or interest by reason of an attempted assignment or delegation.
26 Furthermore, Consultant shall not subcontract any portion of its performance without the
27 prior approval of the City Manager or designee, or substitute an approved subconsultant
28 or contractor without approval prior to the substitution. Nothing stated in this Section

1 shall prevent Consultant from employing as many employees as Consultant deems
2 necessary for performance of this Agreement.

3 7. CONFLICT OF INTEREST. Consultant, by executing this
4 Agreement, certifies that, at the time Consultant executes this Agreement and for its
5 duration, Consultant does not and will not perform services for any other client which
6 would create a conflict, whether monetary or otherwise, as between the interests of City
7 and the interests of that other client. And, Consultant shall obtain similar certifications
8 from Consultant's employees, subconsultants and contractors.

9 8. MATERIALS. Consultant shall furnish all labor and supervision,
10 supplies, materials, tools, machinery, equipment, appliances, transportation and services
11 necessary to or used in the performance of Consultant's obligations under this
12 Agreement.

13 9. OWNERSHIP OF DATA. All materials, information and data
14 prepared, developed or assembled by Consultant or furnished to Consultant in
15 connection with this Agreement, including but not limited to documents, estimates,
16 calculations, studies, maps, graphs, charts, computer disks, computer source
17 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
18 information, market research, interviews, surveys, visual communications, visual assets,
19 logos, taglines, color schemes, and other material and memorandum ("Data") shall be the
20 exclusive property of City. Data shall be given to City, and City shall have the
21 unrestricted right to use and disclose the Data in any manner and for any purpose without
22 payment of further compensation to Consultant. Copies of Data may be retained by
23 Consultant but Consultant warrants that Data shall not be made available to any person
24 or entity for use without the prior approval of City. This warranty shall survive termination
25 of this Agreement for five (5) years.

26 10. TERMINATION. Either party shall have the right to terminate this
27 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
28 prior notice to the other party. In the event of termination under this Section, City shall

1 pay Consultant for services satisfactorily performed and costs incurred up to the effective
2 date of termination for which Consultant has not been previously paid. The procedures
3 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
4 termination, Consultant shall deliver to City all Data developed or accumulated in the
5 performance of this Agreement, whether in draft or final form, or in process. And,
6 Consultant acknowledges and agrees that City's obligation to make final payment is
7 conditioned on Consultant's delivery of the Data to City.

8 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
9 shall not disclose the Data or use the Data directly or indirectly, other than in the course
10 of performing its services, during the term of this Agreement and for five (5) years
11 following expiration or termination of this Agreement. In addition, Consultant shall keep
12 confidential all information, whether written, oral or visual, obtained by any means
13 whatsoever in the course of performing its services for the same period of time.
14 Consultant shall not disclose any or all of the Data to any third party, or use it for
15 Consultant's own benefit or the benefit of others except for the purpose of this
16 Agreement.

17 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
18 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
19 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
20 without breach of this Agreement by Consultant; or (c) a third party who has a right to
21 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
22 disclosed pursuant to subpoena or court order.

23 13. ADDITIONAL COSTS AND REDESIGN.

24 A. Any costs incurred by City due to Consultant's failure to meet
25 the standards required by the scope of work or Consultant's failure to perform fully
26 the tasks described in the scope of work which, in either case, causes City to
27 request that Consultant perform again all or part of the Scope of Work shall be at
28 the sole cost of Consultant and City shall not pay any additional compensation to

1 Consultant for its re-performance.

2 B. If the Project involves construction and the scope of work
3 requires Consultant to prepare plans and specifications with an estimate of the
4 cost of construction, then Consultant may be required to modify the plans and
5 specifications, any construction documents relating to the plans and specifications,
6 and Consultant's estimate, at no cost to City, when the lowest bid for construction
7 received by City exceeds by more than ten percent (10%) Consultant's estimate.
8 This modification shall be submitted in a timely fashion to allow City to receive new
9 bids within four (4) months after the date on which the original plans and
10 specifications were submitted by Consultant.

11 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
12 amended, nor any provision or breach waived, except in writing signed by the parties
13 which expressly refers to this Agreement.

14 15. LAW. This Agreement shall be governed by and construed pursuant
15 to the laws of the State of California (except those provisions of California law pertaining
16 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
17 regulations of and obtain all permits, licenses and certificates required by all federal, state
18 and local governmental authorities.

19 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
20 constitutes the entire understanding between the parties and supersedes all other
21 agreements, oral or written, with respect to the subject matter in this Agreement.

22 17. INDEMNITY.

23 A. Consultant shall indemnify, protect and hold harmless City, its
24 Boards, Commissions, and their officials, employees and agents ("Indemnified
25 Parties"), from and against any and all liability, claims, demands, damage, loss,
26 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
27 costs and expenses, including attorneys' fees, court costs, expert and witness
28 fees, and other costs and fees of litigation, arising or alleged to have arisen, in

1 whole or in part, out of or in connection with (1) Consultant's breach or failure to
2 comply with any of its obligations contained in this Agreement, or (2) negligent or
3 willful acts, errors, omissions or misrepresentations committed by Consultant, its
4 officers, employees, agents, subcontractors, or anyone under Consultant's control,
5 in the performance of work or services under this Agreement (collectively "Claims"
6 or individually "Claim").

7 B. In addition to Consultant's duty to indemnify, Consultant shall
8 have a separate and wholly independent duty to defend Indemnified Parties at
9 Consultant's expense by legal counsel approved by City, from and against all
10 Claims, and shall continue this defense until the Claims are resolved, whether by
11 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
12 breach, or the like on the part of Consultant shall be required for the duty to defend
13 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
14 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
15 in the defense.

16 C. If a court of competent jurisdiction determines that a Claim
17 was caused by the sole negligence or willful misconduct of Indemnified Parties,
18 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
19 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
20 percentage of willful misconduct attributed by the court to the Indemnified Parties.

21 D. The provisions of this Section shall survive the expiration or
22 termination of this Agreement.

23 18. AMBIGUITY. In the event of any conflict or ambiguity between this
24 Agreement and any Exhibit, the provisions of this Agreement shall govern.

25 19. COSTS. If there is any legal proceeding between the parties to
26 enforce or interpret this Agreement or to protect or establish any rights or remedies under
27 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.
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1 20. NONDISCRIMINATION.

2 A. In connection with performance of this Agreement and subject
3 to applicable rules and regulations, Consultant shall not discriminate against any
4 employee or applicant for employment because of race, religion, national origin,
5 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
6 disability. Consultant shall ensure that applicants are employed, and that
7 employees are treated during their employment, without regard to these bases.
8 These actions shall include, but not be limited to, the following: employment,
9 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
10 termination; rates of pay or other forms of compensation; and selection for training,
11 including apprenticeship.

12 B. It is the policy of City to encourage the participation of
13 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
14 procurement process, and Consultant agrees to use its best efforts to carry out
15 this policy in its use of subconsultants and contractors to the fullest extent
16 consistent with the efficient performance of this Agreement. Consultant may rely
17 on written representations by subconsultants and contractors regarding their
18 status. Consultant shall report to City in May and in December or, in the case of
19 short-term agreements, prior to invoicing for final payment, the names of all
20 subconsultants and contractors hired by Consultant for this Project and information
21 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
22 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
23 637).

24 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
25 accordance with the provisions of the Ordinance, this Agreement is subject to the
26 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
27 Long Beach Municipal Code, as amended from time to time.

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1 A. During the performance of this Agreement, the Consultant
2 certifies and represents that the Consultant will comply with the EBO. The
3 Consultant agrees to post the following statement in conspicuous places at its
4 place of business available to employees and applicants for employment:

5 “During the performance of a contract with the City of Long Beach,
6 the Consultant will provide equal benefits to employees with spouses and its
7 employees with domestic partners. Additional information about the City of
8 Long Beach’s Equal Benefits Ordinance may be obtained from the City of
9 Long Beach Business Services Division at 562-570-6200.”

10 B. The failure of the Consultant to comply with the EBO will be
11 deemed to be a material breach of the Agreement by the City.

12 C. If the Consultant fails to comply with the EBO, the City may
13 cancel, terminate or suspend the Agreement, in whole or in part, and monies due
14 or to become due under the Agreement may be retained by the City. The City
15 may also pursue any and all other remedies at law or in equity for any breach.

16 D. Failure to comply with the EBO may be used as evidence
17 against the Consultant in actions taken pursuant to the provisions of Long Beach
18 Municipal Code 2.93 et seq., Contractor Responsibility.

19 E. If the City determines that the Consultant has set up or used
20 its contracting entity for the purpose of evading the intent of the EBO, the City may
21 terminate the Agreement on behalf of the City. Violation of this provision may be
22 used as evidence against the Consultant in actions taken pursuant to the
23 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor
24 Responsibility.

25 22. NOTICES. Any notice or approval required by this Agreement shall
26 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
27 postage prepaid, addressed to Consultant at the address first stated above, and to City at
28 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a

1 copy to the City Engineer at the same address. Notice of change of address shall be
2 given in the same manner as stated for other notices. Notice shall be deemed given on
3 the date deposited in the mail or on the date personal delivery is made, whichever occurs
4 first.

5 23. COPYRIGHTS, TRADEMARKS AND PATENT RIGHTS.

6 A. Consultant shall place the following copyright protection on all
7 Data: © City of Long Beach, California ____, inserting the appropriate year.

8 B. City reserves the exclusive right to seek and obtain a patent,
9 trademark or copyright registration on any Data or other result arising from
10 Consultant's performance of this Agreement. By executing this Agreement,
11 Consultant assigns any ownership interest Consultant may have in the Data to
12 City.

13 C. Consultant warrants that the Data does not violate or infringe
14 any patent, trademark, copyright, trade secret or other proprietary right of any
15 other party. Consultant agrees to and shall protect, defend, indemnify and hold
16 City, its officials and employees harmless from any and all claims, demands,
17 damages, loss, liability, causes of action, costs or expenses (including reasonable
18 attorney's fees) whether or not reduced to judgment, arising from any breach or
19 alleged breach of this warranty.

20 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
21 that Consultant has not employed or retained any entity or person to solicit or obtain this
22 Agreement and that Consultant has not paid or agreed to pay any entity or person any
23 fee, commission or other monies based on or from the award of this Agreement. If
24 Consultant breaches this warranty, City shall have the right to terminate this Agreement
25 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
26 from payments due under this Agreement or otherwise recover the full amount of the fee,
27 commission or other monies.

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1 25. WAIVER. The acceptance of any services or the payment of any
2 money by City shall not operate as a waiver of any provision of this Agreement or of any
3 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
4 Agreement shall not constitute a waiver of any other or subsequent breach of this
5 Agreement.

6 26. CONTINUATION. Termination or expiration of this Agreement shall
7 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
8 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

9 27. TAX REPORTING. As required by federal and state law, City is
10 obligated to and will report the payment of compensation to Consultant on Form 1099-
11 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
12 resulting from payments under this Agreement. Consultant shall submit Consultant's
13 Employer Identification Number (EIN), or Consultant's Social Security Number if
14 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
15 Financial Management. Consultant acknowledges and agrees that City has no obligation
16 to pay Consultant until Consultant provides one of these numbers.

17 28. ADVERTISING. Consultant shall not use the name of City, its
18 officials or employees in any advertising or solicitation for business or as a reference,
19 without the prior approval of the City Manager or designee.

20 29. AUDIT. City shall have the right at all reasonable times during the
21 term of this Agreement and for a period of five (5) years after termination or expiration of
22 this Agreement to examine, audit, inspect, review, extract information from and copy all
23 books, records, accounts and other documents of Consultant relating to this Agreement.

24 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
25 designed to or entered for the purpose of creating any benefit or right for any person or
26 entity of any kind that is not a party to this Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

COREBRAND, LLC, a New York limited liability company

September 26, 2012

By Russell Napolitano
Name Russell Napolitano
Title Chief operating officer

"Consultant"

CITY OF LONG BEACH, a municipal corporation **Assistant City Manager**

12.4, 2012

By [Signature] EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.
City Manager

"City"

This Agreement is approved as to form on October 8, 2012.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT “A”

Scope of Work or Services



City of Long Beach
Purchasing Division
333 West Ocean Blvd., 7th Floor
Long Beach, CA 90802

3. SCOPE OF PROJECT

The City of Long Beach, acting through its Long Beach Airport Department, is currently executing an Airport Modernization Plan (AMP), which will enable the Airport to effectively serve Long Beach and the Los Angeles/Orange County Basin well into the 21st Century.

The first project, a new, state-of-the art parking structure was completed in 2011. Projects currently in process are; a new passenger concourse, new air carrier ramp, and rehabilitation of the historic terminal. With the completion of these projects, LGB will have one of the premier facilities of its size in the nation. LGB is looking to create a brand befitting the new modernized Airport.

This brand will be LGB's promise to the outside world. It must be professionally developed and based on research and input from all relevant stakeholder groups. To that end, LGB is requesting proposals from Brand Consulting Firms to provide services to facilitate the development of a strong brand, giving LGB a more viable image and unified message as it works toward its objective of being the premiere boutique airport in the United States. It is important that the resulting brand work to complement the overall image and perception of the airport as well as provide a platform with which to attract passengers, both locally and nationally. The brand should also provide a platform from which to deliver the best passenger experience in the aviation industry. The Brand Consultant will also work with LGB and its marketing partners to coordinate use of the brand in future marketing efforts.

LGB wishes to engage a Brand Consulting Firm (Firm) to develop a comprehensive strategic brand identity that will be used in marketing and as a strategic driver for Airport operations and customer experience. The selected Firm will work with LGB to facilitate the brand development process and lead both the strategic and creative components. The selected Firm will ensure that the resulting brand is comprehensive in approach, inclusive and representative of the various public and private organizations that are critical to the success of this project.

Therefore, as part of the branding project, LGB expects the following scope of work to be developed by the selected Firm:

1. Provide strategic recommendations regarding any necessary research, stakeholder identification, and stakeholder engagement.
2. Lead necessary research and discovery to inform the brand development.
3. Create a written brand strategy that will align LGB's mission, values, and goals which will inform subsequent identity and creative development.
4. Develop all necessary creative components of the new brand including logo, tagline, core identity assets, branded systems, and guidelines.



City of Long Beach
Purchasing Division
333 West Ocean Blvd., 7th Floor
Long Beach, CA 90802

5. Identify Airport application and customer touch point needs and opportunities as they pertain to the new brand.
6. Provide strategic recommendations, brand tools, training, and implementation as needed for brand rollout.

All materials developed/produced in relation to this campaign shall become the sole property of the City of Long Beach.

Our recommended approach
A roadmap for success

To help evolve the Long Beach Airport brand we propose six key phases, with several optional elements, to meet the goals outlined in the RFP. Note that once we meet with you to gain a deeper understanding of your needs, we can temper the elements of our processes.

Phase 1: Fact-base development

- Research, materials and communications review
- Kick-off meeting
- Key internal stakeholder interviews
- On-site audit
- Competitive audit
- Airport design tour
- In-depth interviews
- Customer journey analysis
- Summary of findings and insights

Phase 2: Brand strategy development

- Brand platform development
- Brand strategy workshop

Phase 3: Logo and visual identity development

- Creative brief
- Logo development
- Visual identity system development

Phase 4: Tagline development

- Creative brief
- Creative check-in meeting
- Tagline exploratory
- Tagline presentation

Phase 5: Implementation

- Basic brand guidelines
- Implementation planning workshop and timeline

Phase 6: Brand activation

- Strategic recommendations and high-level operational implications
- Brand FAQ document
- Employee brand training workshop

Our recommended approach

Phase 1: Fact-base development

Objective: To develop a deep understanding of the LGB brand, including its strengths, weaknesses, key target audiences, competitors and business needs.

Activities

- **Review existing research, background materials and communications**, including LGB's modernization plan, mission, values, goals and a comprehensive selection of communications provided by the LGB team
- **Kick-off meeting** to review a detailed work-plan and timeline for all steps, discuss roles and responsibilities, and define success for the engagement
- **Conduct 5-8 key internal stakeholder interviews**, in conjunction with kick-off meeting, in order to measure brand perception and to provide additional insight on the LGB modernization program
- **Conduct on-site audit** to review the modernization efforts completed to date and to gain an understanding of on-going work, the immediate peripherals and the surrounding community (Partially complete)
- **Conduct a competitive audit** of up to 5 boutique and larger airports through the lens of the customer journey
- **Conduct an airport design tour** of up to 5 to identify both best practices and critical customer journey touchpoints for our key target audiences
- **Conduct key LGB stakeholder surveys** via telephone among key target audiences to measure overall sentiment towards LGB—its functional and emotional aspects, including brand perception, brand equity, core attributes, etc. program. We propose conduction approximately 100 surveys composed of the following:
 - Airline representatives (7)
 - FAA (3)
 - Ground transportation services (3)
 - Existing and new tenants (10)
 - Leisure travelers (25)
 - Business travelers (25)
 - City Management (5)
 - City Council (5)
 - Representatives from the surrounding communities (10)
- **Present a summary of findings and insights** from Phase 1-related activities

Deliverables

- **Summary of findings and implications** presentation for Phase 1

Our recommended approach

Phase 2: Brand strategy development

Objective: To develop a compelling brand promise that is relevant to key target audiences and differentiating from the competitive landscape

Activities

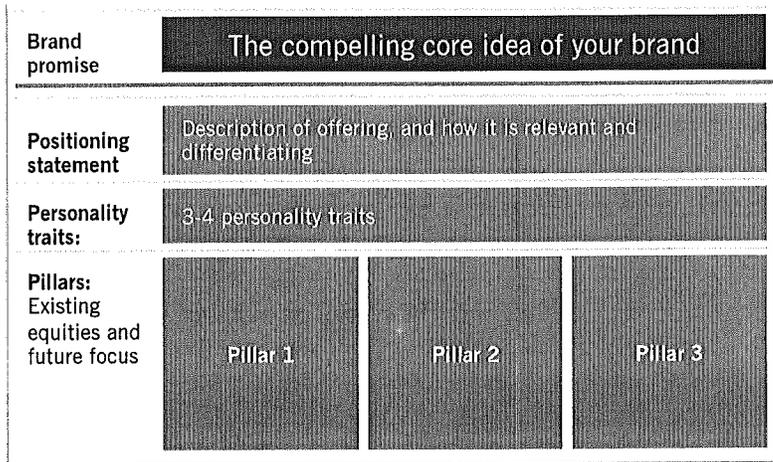
- **Develop the brand platform** based on our learnings and insights from Phase 1 the CoreBrand team will articulate the foundational elements of our brand platform model:
 - Brand pillars – typically 2-4 foundational elements, which define the brand’s existing equities and intended strategic focus for the future. The pillars are intended to reflect LGB’s historic past, its strengths today, and the identity it aspires to assume as the premier boutique airport in the United States
 - Brand personality attributes – the 3-4 adjectives that define the LGB brand’s verbal and visual expression
 - Positioning statement – a concise phrase that captures how LGB is both relevant and differentiated

The CoreBrand team will also generate concepts for the brand promise – the core, unifying and compelling theme of your brand.

Deliverables

- **Final brand platform** (including the brand promise and its supporting elements, such as pillars, positioning statement, and personality attributes)

Illustrative



Foundational elements to support the brand promise

- **Conduct brand strategy workshop** with the LGB team. CoreBrand will present the following to the LGB team:
 - Brand pillars
 - Brand personality attributes
 - Positioning statement
 - 3-4 brand promise concepts

We will seek to discuss the options, in order to generate consensus and buy-in among the LGB team. Based on feedback from the LGB team, CoreBrand will narrow the brand promise concepts to 1-2 options and conduct up to two rounds of revisions on the brand platform

Our recommended approach

Phase 3: Logo and visual identity development

Objective: To develop a set of design elements, which collectively express the LGB brand strategy through a unique and compelling visual language

Activities

- **Author creative brief** to define the creative strategy direction our Creative team will explore through their design exploratory
- **Conduct logo design exploratory** to explore multiple logo directions
- **Logo Creative Presentation 1:** We will present our 3-4 proposed logo concepts in-person. Our goal will be for the LGB team to select 1-2 concepts for further refinement. CoreBrand will then conduct one round of revisions
- **Logo Creative Presentation 2:** We will present 1-2 revised logo concepts in context across 3-5 touchpoints, based on feedback from the LGB team
- **Produce final logo artwork** in a log suite package containing a variety of file types for print and digital, including match color, process color (CMYK), single color(s), gray-scale, solid black, and solid white
- **Conduct visual identity design exploratory** that further explores the visual identity system, which will support the logo. This includes defining other visual elements such as color palette, typography, and photography style
- **Visual Identity Creative Presentation 1:** We will present 2-3 visual identity system concepts across 3-5 touchpoints. Our goal will be for the LGB team to select 1-2 concepts for further refinement
- **Visual Identity Creative Presentation 2:** We will present 1 revised visual identity system concept across 8-10 touchpoints, based on feedback from the LGB team

Deliverables

- **Final logo artwork suite**

*Please note: Final design, mechanicals and fabrication are not included.

Our recommended approach

Phase 4: Tagline development

Objective: To distill LGB's brand promise in a concise, and compelling external-facing tagline, which helps people understand why they should choose LGB

Activities

- **Develop creative brief** to define the creative strategy, which will drive our tagline exploratory
- **Creative check-in meeting** to select 1-2 creative territories to focus on for the tagline exploratory
- **Conduct tagline exploratory** and generate a list of tagline candidates within the 1-2 creative territories. CoreBrand will conduct preliminary legal pre-screening for the taglines developed prior to sharing them with the LGB team
- **Present 8-10 prescreened tagline options** with the goal of selecting 1-2 options for final legal screening.

Deliverables

- **Final tagline**

*Please note: The city of Long Beach will be responsible for final legal screening.

Our recommended approach

Phase 5: Implementation

Objective: To produce the tools to effectively and consistently bring the brand's visual expression to life across a variety of critical touchpoints

Activities

- **Produce basic brand guidelines** (12-15 pages) to define the basic rules for using the logo and system elements. The document will define the logo usage, color palette, typography, imagery and the placement of the tagline. We will conduct one round of refinement. The guidelines will include the following:
 - Introduction to brand platform
 - Logo placement, correct and incorrect logo usage
 - Visual element specifications: color palette, typography, and imagery
 - Exhibits of recommended uses of the system for 5-8 touchpoints, such as poster ad, brochure, map, business card, signage, wayfinding graphics*
- **Conduct implementation planning workshop** with LGB team to define short-term and long-term implementation needs not already anticipated in this statement of work. CoreBrand will work with LGB to prioritize opportunities and produce a timeline and estimated costs as an output

Deliverables

- **Basic brand guidelines**
- **Implementation planning timeline**

*Please note that this activity includes design intent only, production mechanicals and fabrication are not included.

Our recommended approach

Phase 6: Brand activation

Objective: To identify opportunities to activate brand across LGB's organization, and to engage and educate LGB employees on the brand strategy.

Activities

- **Define strategic recommendations and high-level operational implications for brand platform** including LGB's organizational behaviors, services, communications and environment
- **Brand FAQ document** which will address 10-12 anticipated frequently asked questions
- **Conduct one half-day brand training workshop for LGB employees which will include:**
 - An overview of the process for defining the brand strategy, including high-level insights from research
 - Overview of the logo and visual identity system
 - What the brand strategy means for employees:
 - Additional explanation of the brand strategy
 - High-level brand behavior recommendations based on the the brand personality traits

Deliverables

- **Strategic recommendations and high-level operational implications**
- **1 half-day employee brand training workshop**

Proposed timing

Clear view of the start and finish lines

We will begin each phase with a kick-off meeting or call to ensure we our timeline is realistic, next steps are spoken for and we can define success. Following the completion of each phase, we will deliver a final presentation. Please note that this timeline can be adjusted to best meet LGB's needs.

Just a phone call away

We will host weekly status calls, to provide updates and help us manage our progress against the statement of work across each of our workstreams. However, we won't limit access to our team to status calls. Beth will be your main point of contact, but all of our team members are only a phone call away.

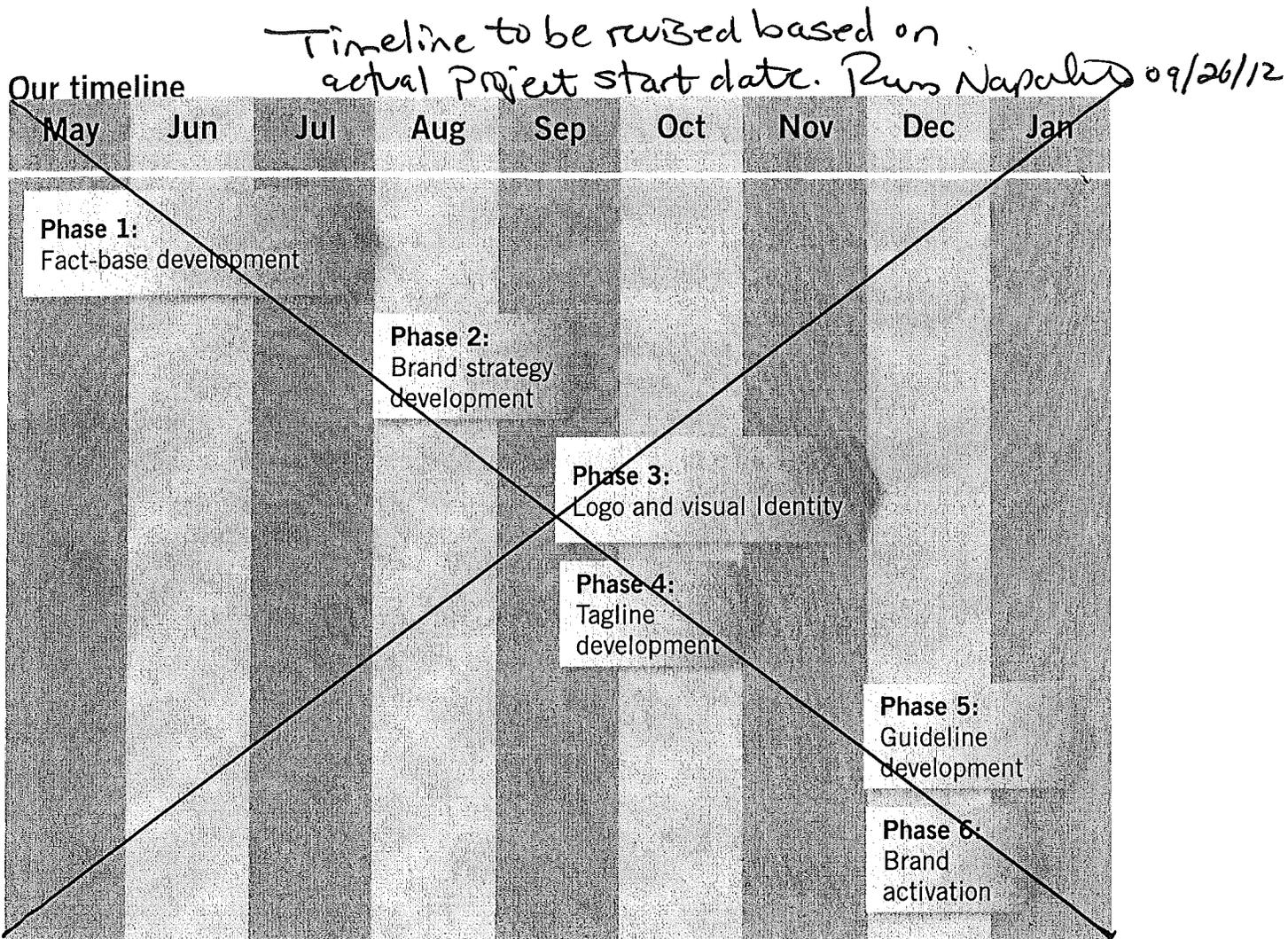


EXHIBIT “B”

Rates or Charges

Estimated investment for four major services

Activity/deliverable description	Timing	Professional fees	Estimated OOP costs
Phase 1: Fact-base development ▪ Coordination, recruiting, data collection & incentives for key stakeholder surveys*	9-12 weeks	\$37,500	25,000
Phase 2: Brand strategy development	5-6 weeks	\$25,000	
Phase 3: Visual identity ▪ Logo development ▪ Visual identity system development	8-11 weeks	\$70,000	
Phase 4: Tagline development	3-4 weeks	\$7,500	
Phase 5: Implementation ▪ Basic brand guidelines ▪ Implementation planning and timeline	4-6 weeks	\$15,000	
Phase 6: Brand activation ▪ Strategic recommendations ▪ Brand FAQ document ▪ Employee brand training workshop	3-4 weeks	\$15,000	
TOTAL FOR PHASES 1-6	26-35 WEEKS	\$170,000	\$25,000
GRAND TOTAL	26-35 WEEKS		\$195,000*

*Please note that the OOP costs assume an IR (feasible completes) of 10% among the identified sample of respondents.

Budget terms

Professional fees

Professional fees in this proposal are provided as a fixed fee. We will bill you for professional fees and out-of-pocket expenses on a monthly basis. Our practice is to bill for hours up to the agreed budget, plus actual OOPs. We will not exceed the budgets unless the project scope changes, and not without review and approval. We will notify you in advance if we anticipate cost overruns for any reason.

Out-of-pocket expenses (OOP expenses)

Out-of-pocket expenses for research participant screening, recruitment etc., are additional to the professional fees listed in previous page. Production of any research stimuli or other printed pieces is also an unanticipated out-of-pocket expense. OOP expenses are billed at cost, monthly as incurred. Any significant costs will be estimated and approved by the City of Long Beach Purchasing Division in advance of being incurred.

Revisions and additions

Any revisions or additions to the services described in this proposal while the project is underway shall be billed as additional services. Such additional services may include, but are not limited to, changes in the extent of work, any new work not within the scope of this proposal, changes in the complexity of any elements of the project, any changes made after approval has been given for a specific stage of research, design, documentation, or preparation of artwork and any additional meetings or presentations requested by you. CoreBrand will notify you of any requested services that are outside of this contract. Prior to beginning any additional work, we will submit an estimate for your approval, detailing the scope, timing and deliverables.

Billing and payment terms

CoreBrand will invoice 30% of the total project fee upon signature. Billing will track project progress with monthly invoices accounting for fees and OOP expenses to date. Typical payment terms are net due within thirty (30) days of billing date.

Expiration of proposal

This proposal remains firm for a period (180) days. CoreBrand reserves the right to amend or vary fees or service details beyond this point.

