

**MASTER ENABLING AGREEMENT** (04/2021)

This AGREEMENT is made and entered into this **16** day of **June, 2022** pursuant to the Public Contract Code 10700 *et seq.*, by and between the Trustees of The California State University on behalf of

|                                                                                                                           |                                         |                                 |                                   |
|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------|-----------------------------------|
| <i>Campus, hereafter referred to as Trustees, and</i><br><b>The California State University, Office of the Chancellor</b> | Amendment No.:<br><b>1</b>              | Agreement No.:<br><b>20-476</b> | Project No.:<br><b>Systemwide</b> |
| <i>Service Provider, hereafter referred to as Service Provider.</i><br><b>Brailsford &amp; Dunlavey, Inc.</b>             | Telephone No.:<br><b>(949) 861-8340</b> | CO Vendor ID No.:               | License or DIR No.:               |

WITNESSETH: That the Service Provider in consideration of the statements and conditions herein contained, does hereby agree to furnish all labor, materials, and equipment and to perform all work necessary to complete, in a skillful manner, the following: **Real Estate Financial Advisory Services.**

Agreement No. 20-476, dated July 1, 2021 is hereby amended as follows:





- This amendment exercises the option to extend the term for an additional three (3) years. The term of this agreement shall be from July 1, 2022 through June 30, 2025 with one (1) renewal option remaining.

Except as amended herein, all terms and conditions of the original Agreement remain unchanged.

The total amount to be expended under this agreement shall be determined by the overall usage by each participating campus an administrative office of the CSU. Payment shall be made in accordance with Rider D, attached to Agreement No. 20-476. The Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the University Contract Administrator of Trustees' Representative.

Service Provider shall report to Contract Administrator Francis Freire, Director Real Estate Development, Office of the Chancellor, 401 Golden Shore, Long Beach, CA 90802, (562) 951-4204, [ffreire@calstate.edu](mailto:ffreire@calstate.edu) or Elvyra F. San Juan, Assistant Vice Chancellor (562) 951-4090, [esanjuan@calstate.edu](mailto:esanjuan@calstate.edu).

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon date first above written.

| Trustees of the California State University                                                                                                                                           |                                                                                                                                                                                                              |         |             | Service Provider                                                                                                 |          |                                                                                                                                            |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------|------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------|--|
| Campus<br><b>California State University, Office of the Chancellor</b>                                                                                                                |                                                                                                                                                                                                              |         |             | Firm Name<br><b>Brailsford &amp; Dunlavey, Inc.</b>                                                              |          |                                                                                                                                            |  |
| By (Trustees' Authorized Signature)<br><br><small>Elvyra San Juan (Jul 12, 2022 17:21 PDT)</small> |                                                                                                                                                                                                              |         |             | By (Authorized Signature)<br> |          |                                                                                                                                            |  |
| Printed Name and Title of Person Signing<br><b>Elvyra F. San Juan, Assistant Vice Chancellor</b>                                                                                      |                                                                                                                                                                                                              |         |             | Printed Name and Title of Person Signing<br><b>Jeff Turner, Executive Vice President</b>                         |          |                                                                                                                                            |  |
| Address of Campus Project Administrator<br><b>401 Golden Shore, Long Beach, CA 90802</b>                                                                                              |                                                                                                                                                                                                              |         |             | Address of Service Provider<br><b>535 Anton Boulevard, Suite 850, Costa Mesa, CA 92626</b>                       |          |                                                                                                                                            |  |
| Fund Name<br><b>TF - Capital Project Management</b>                                                                                                                                   | PS Account                                                                                                                                                                                                   | PS Fund | PS Dept. ID | PS Program                                                                                                       | PS Class | PS Project/Grant                                                                                                                           |  |
| Amount Encumbered<br><b>\$0</b>                                                                                                                                                       | <i>I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.</i>                                                            |         |             |                                                                                                                  |          | <br><small>Kelly Cox (Jul 13, 2022 08:17 PDT)</small> |  |
| Amount of Increase<br><b>\$0</b>                                                                                                                                                      | Signature of Accounting Officer                                                                                                                                                                              |         |             |                                                                                                                  |          | Date                                                                                                                                       |  |
| Amount of Decrease<br><b>\$0</b>                                                                                                                                                      | <i>I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of California State University Contract Law. G. ANDREW JONES, General Counsel</i> |         |             |                                                                                                                  |          | <b>07/25/2022</b>                                                                                                                          |  |
| Total Amount Encumbered<br><b>\$0</b>                                                                                                                                                 | By Attorney                                                                                                               |         |             |                                                                                                                  |          | Date                                                                                                                                       |  |

This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by electron mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Ames & Gough) and CONTACT INFORMATION (Name, Phone, Fax, Email, Address). Includes INSURER(S) AFFORDING COVERAGE table with columns for INSURER and NAIC #.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Public Works SW Real Estate MEA Contract#20-476

State of California, the Trustees of the California State University, the University, (or CSU Auxiliary), their officers, employees, representatives, volunteers, and agents are included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (California State University) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature of authorized representative).

**ADDITIONAL REMARKS SCHEDULE**

|                                    |                             |                                                                                                                      |  |
|------------------------------------|-----------------------------|----------------------------------------------------------------------------------------------------------------------|--|
| AGENCY<br><b>Ames &amp; Gough</b>  |                             | NAMED INSURED<br><b>Brailsford &amp; Dunlavey</b><br>1140 Connecticut Avenue NW<br>Suite 400<br>Washington, DC 20036 |  |
| POLICY NUMBER<br><b>SEE PAGE 1</b> |                             | EFFECTIVE DATE: <b>SEE PAGE 1</b>                                                                                    |  |
| CARRIER<br><b>SEE PAGE 1</b>       | NAIC CODE<br><b>SEE P 1</b> |                                                                                                                      |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies in accordance with policy terms and conditions.