



MESA STATE COLLEGE
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RECEIVED

AUG 24 2009

*COLORADO DEPARTMENT OF
HIGHER EDUCATION*

August 17, 2009

David Skaggs
Department of Higher Education
1560 Broadway, Suite 1600
Denver, CO 80202

Dear Mr. Skaggs:

Enclosed please find the fully executed State of Colorado, Department of Higher Education, Performance Contract Amendment No. 1.

Sincerely,

A handwritten signature in black ink, appearing to be "Tim Foster", written over a horizontal line.

Tim Foster
President

**STATE OF COLORADO
DEPARTMENT OF HIGHER EDUCATION
PERFORMANCE CONTRACT AMENDMENT NO. 1**

1. PARTIES

THIS CONTRACT AMENDMENT NO. 1 (hereinafter called this "Amendment") to the Performance Contract entered into by and between the Department of Higher Education (hereinafter referred to as the "Department") and the Board of Trustees for Mesa State College (hereinafter the "Original Contract"), made this 8th day of June, 2009, is entered into by and between the Department and the Board of Trustees for Mesa State College (hereinafter called "Governing Board").

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall be effective and enforceable upon signature of the parties (hereinafter its "Effective Date") and upon review and approval by the Colorado Commission of Higher Education, in accordance with its provisions. The Department shall not be liable to pay or reimburse the Governing Board for any performance hereunder, including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into the Original Contract, made on June 2, 2005, in order to comply with the statutory requirements of the College Opportunity Fund Act, Title 23, Article 18, Section 101 *et seq.*

4. CONSIDERATION

Consideration for this Amendment consists of the payments to be made hereunder and the obligations, promises, and agreements herein set forth.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Original Contract, and the Original Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

The Original Contract and all prior amendments thereto, if any, are modified as follows:

- A. Section 2 of the Original Contract is amended to extend the Term of this contract by eighteen months, with the new termination date to be on June 30, 2011.

7. ORDER OF PRECEDENCE

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Original Contract, the provisions of this Amendment shall in all respects supersede, govern, and control.

8. AVAILABLE FUNDS

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT AMENDMENT NO. 1

<p>GOVERNING BOARD Board of Trustees for Mesa State College</p> <p>BY: <u>[Signature]</u> President</p> <p>Date: _____</p> <p>APPROVED</p> <p>BY: <u>[Signature]</u> Chair, Board of Trustees for Mesa State College</p> <p>Date: _____</p>	<p>DEPARTMENT COLORADO DEPARTMENT OF HIGHER EDUCATION</p> <p>BY: <u>[Signature]</u> David Skaggs, Executive Director</p> <p>Date: <u>9 June 2009</u></p> <p>APPROVED</p> <p>BY: <u>[Signature]</u> Chair, Colorado Commission on Higher Education</p> <p>Date: <u>12 June 2009</u></p>
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