

**ROCKY MOUNTAIN STUDENT MEDIA CORPORATION
FIRST AMENDMENT TO FISCAL YEARS 2024-2026 OPERATING AGREEMENT**

THIS FIRST AMENDMENT TO FISCAL YEARS 2024-2026 OPERATING AGREEMENT is made and entered into as of the 30th day of June, 2024, by and between The Rocky Mountain Student Media Corporation (“RMSMC”), a non-profit corporation organized under the laws of the State of Colorado and qualified under Section 501(c)(3) of the Internal Revenue Code, and The Board of Governors of the Colorado State University System, a body corporate, acting by and through Colorado State University (the “University” or “CSU”) also for the benefit of the Associated Students of Colorado State University (“ASCSU”), a student organization representing the CSU student body.

RECITALS

A. The University, including ASCSU, and RMSMC are parties to that certain Fiscal Years 2024-2026 Operating Agreement (the “Operating Agreement”), which established RMSMC as a non-exclusive provider of print and broadcast media and educational laboratory experiences to CSU students in return for pre-established annual fees.

B. Under Section 6(B) of the Operating Agreement, the University and RMSMC are directed to execute an amendment to the Operating Agreement regarding the level of funding from ASCSU for the upcoming fiscal year, which begins July 1, 2024 and ends June 30, 2025 (hereinafter, “Fiscal Year 2025”).

C. The Parties hereby agree upon the funding levels and payment terms for Fiscal Year 2025, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Operating Agreement as follows:

1. Section 6. General Provisions.

The Parties agree that only the specific subsections of Section 6 of the Operating Agreement referenced below shall be amended to state the following:

B. Payment Amounts. In Fiscal Year 2025, ASCSU shall pay the following amounts to RMSMC:

1) Subscription fee for the Collegian and College Avenue Magazine:	\$266,406
2) Television production services from CTV:	106,319
3) Radio broadcast services and station management of KCSU:	105,862
4) Educational laboratory experience:	<u>309,664</u>

Total: \$788,251

C. Payment Terms. ASCSU will make four equal payments of \$197,062.75 to RMSMC during Fiscal Year 2025, on the following dates: August 1, 2024; November 1, 2024; January 1, 2025; and March 1, 2025. If the payment is due on a day that is not a business day, such payment shall be due on the next succeeding business day. Incorrect payments to RMSMC due to omission, error, fraud, or defalcation shall be recovered from or paid to RMSMC by deduction from or addition to subsequent payment under this Agreement.

2. Except as modified by the provisions of this First Amendment to the Fiscal Years 2024-2026 Operating Agreement, all other terms and conditions in the Operating Agreement remain in full force and effect. In the event of any conflict, inconsistency, variance or contradiction between the provisions of the Operating Agreement and the provisions of this First Amendment to the Operating Agreement, the provisions of the First Amendment to the Operating Agreement shall supersede, govern and control.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

The person signing for RMSMC hereby swears and affirms authorization to act on its behalf and acknowledge that the State is relying on their representations to that effect and accept personal responsibility for any and all damages the State may incur for any errors in such representation. *

ROCKY MOUNTAIN STUDENT MEDIA CORPORATION

By: *Peter Waack*

Peter Waack, President
Rocky Mountain Student Media Corporation

Date: Jun 7, 2024

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through Colorado State University

By: *B. Hanlon*
Brendan Hanlon (Jun 7, 2024 11:22 MDT)

Brendan Hanlon, Vice President for University Operations/Chief Financial Officer
Colorado State University

Date: Jun 7, 2024

ASSOCIATED STUDENTS OF COLORADO STATE UNIVERSITY

By: *Nicholas DeSalvo*
Nicholas DeSalvo (Jun 11, 2024 14:59 MDT)

Nick DeSalvo, President

LEGAL SUFFICIENCY:

By: *Jason L. Johnson*
Jason Johnson (Jun 6, 2024 23:42 MDT)

Jason L. Johnson
General Counsel and
Special Assistant Attorney General

ALL CONTRACTS REQUIRE APPROVAL BY THE COLORADO STATE UNIVERSITY CONTROLLER

C.R.S. § 24-30-202 and University Policy require the Colorado State University Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the University Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

COLORADO STATE UNIVERSITY CONTROLLER

Dave Ryan

By: Dave Ryan (Jun 25, 2024 10:57 MDT)

Date: Jun 25, 2024