

FIRST AMENDMENT

THIS FIRST AMENDMENT TO PUBLIC SERVICE EMPLOYEES CREDIT UNION CONCESSION AGREEMENT ("First Amendment"), made and entered into as of the date indicated on the City's signature page, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting for and on behalf of the Department of Aviation (the "**CITY**"), Party of the First Part, and **PUBLIC SERVICE EMPLOYEES CREDIT UNION** a Colorado non-profit corporation, (the "Concessionaire"), Party of the Second Part;

WITNESSETH:

WHEREAS, Public Service Employees Credit Union and the City and County of Denver are parties to a concession agreement (201207893) dated April 15, 2013 (the "Original Agreement"), for the operation of a banking concession at Denver International Airport ("DEN"); and

WHEREAS, the Original Agreement expires by its terms on December 31, 2015; and

WHEREAS, to avoid interrupting services to the traveling public the Parties have agreed to extend the term and Concessionaire has agreed to timely complete certain repair and refurbishment to contract;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and the Concessionaire do hereby mutually undertake, promise and agree, each for itself and its successors, as follows:

1. Effective immediately, Section 4.01 TERM, of the Original Agreement is hereby amended by deleting said section entirely and substituting therefor, the following:

4.01. TERM

This Agreement shall commence and become fully effective and binding upon the Parties as of January 1, 2013 and shall expire June 30, 2016, unless sooner terminated pursuant to the provisions of this Agreement or by law.

2. To comply with Concessionaire's repair and refurbishment obligations, the Original Agreement is further amended to reflect that concessionaire has agreed to complete the tasks on or before December 21, 2015 as listed in Attachment 1 which is appended hereto and incorporated herein by the reference.

3. Except as otherwise modified or amended herein, all terms and conditions of the Original Agreement are expressly ratified and revived and shall remain in full force and effect as though set out in full herein.

4. This First Amendment is expressly subject to and shall not be or become effective or binding on the City until approved by the Denver City Council, if required by the City's Charter and fully executed by all signatories of the City. This First Amendment may be signed in two or 1

more counterparts, each of which will be deemed an original signature page to this First Amendment and it may be signed electronically by the Parties in the manner specified by the City.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-201207893-01

Contractor Name: Public Service Credit Union

By: 

Name: David R Fierce
(please print)

Title: SVP Chief Information Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



ATTACHMENT 1

PUBLIC SERVICE EMPLOYEES CREDIT UNION CONCESSION AGREEMENT 201207893-1

LIST OF REPAIRS AND REFURBISHMENT

- Install new sign
- Touch up paint on exterior
- Replace Carpet
- Replace Furniture
- New teller line (Retro fitting the old was going to be too expensive)
- Paint Interior
- Replace marketing materials
- Add Plasma to the interior (We have these at all our branches and it contains things like, Sports, breaking news, promotions, etc.)
- Remove Kiosk
- Fix/Replace Exterior Signs (ATM, old PSCU Signs)
- Repair/replace any broken lighting