# POLICE OFFICER PATROL AGREEMENT

This Agreement ("Agreement") is made this 1st day of June, 2015 ("Effective Date"), between WAL-MART STORES, INC. ("Wal-Mart"), a Delaware corporation, with its principal place of business at 702 S.W. 8th Street, Bentonville, Arkansas, 72716, and the CITY AND COUNTY OF DENVER, a home rule municipal corporation of the State of Colorado acting by and through the Denver Police Department ("Police Department" or "City"), located at 1437 Bannock Street, Room 350, Denver, Colorado 80202 (collectively, the "Parties").

WHEREAS, Wal-Mart operates Wal-Mart, SAM's CLUB, and Neighborhood Market facilities that are accessible by the public (each facility a "Facility");

WHEREAS, Police Department is empowered to provide for the safety, security and order in the City and County of Denver through appropriately licensed and qualified law enforcement officers (each law enforcement officer an "Officer"); and

WHEREAS, Wal-Mart desires to contract with Police Department to provide law enforcement services and assist in providing for safety, security and order at its Facilities;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

# SERVICES.

- 1.1 Police Department shall assign Officers to Facilities to perform police patrols and law enforcement duties ("Services"). Each period of Services rendered by an Officer shall be designated an "Assignment". The Services shall only encompass duties and functions customarily rendered by Police Department and Officers assigned to Wal-Mart shall at all times be subject to the control and direction of Police Department.
- 1.2 Each Officer shall dress in a law enforcement uniform issued by Police Department, to include all necessary and required accourtements that would be customarily worn, such as a registered firearm, radio, vest, safety equipment, etc.
- 1.3 Wal-Mart shall not exercise control over Officer's enforcement of laws and Officers shall not enforce any rules and regulations that are not otherwise violations of the law, as determined by Officer and Police Department.
- Officers may, in their sole discretion, interrupt their provision of Services in order to discharge their public duties as law enforcement officers and attend to emergencies and other exigent circumstances outside the scope of this Agreement. Such interruption or termination of Services shall not be considered a breach of this Agreement. Wal-Mart shall not be obligated to pay for and Police Department shall not charge fees for activities performed after the Officer interrupts or terminates the provision of Services. For administrative convenience, interruptions in Services for the purpose of performing law enforcement activities shall be considered de minimus and may be charged to Wal-Mart whenever such interruption lasts less than one hour.
- 2. <u>WAL-MART'S RIGHT TO REQUEST LAW ENFORCEMENT ACTIVITY</u>. Nothing in this Agreement shall be construed to interfere with the rights of Wal-Mart or its employees as

citizens to request that Police Department, in its capacity as a public law enforcement agency, or that Officers, in their capacity as licensed law enforcement officers, respond to requests for law enforcement assistance. Police Department and Officers shall retain sole and exclusive discretion to respond to such requests for law enforcement assistance in such manner and to such extent, as the law and their training may require.

- 3. <u>TERM AND TERMINATION</u> This Agreement shall become effective on the Effective Date and shall remain in force until December 31, 2017, unless otherwise canceled by the Parties. Either Party may terminate this Agreement at any time without cause by providing thirty (30) days prior written notice to the other party. The Chief of Police has sole authority to terminate this Agreement on behalf of Police Department. In the event of a material breach by a party, the non-breaching party shall have the right to terminate this Agreement immediately. Unless otherwise notified in writing by Wal-Mart, the Police Department shall continue to work in accordance with this Agreement after the expiration of the term of the Agreement unless this Agreement is terminated by the Police Department.
- 4. PAYMENT. In exchange for Services rendered, Wal-Mart shall pay fees ("Fees") in the amounts and according to the terms set forth in Exhibit A, attached hereto and incorporated herein by reference. Invoices shall be mailed to Wal-Mart within thirty (30) days of the date of service. Wal-Mart shall pay undisputed Fees within thirty (30) days of receipt of the invoice. Wal-Mart shall not be obligated to pay disputed Fees until such time as the Parties resolve the dispute to their mutual satisfaction. Fees paid by Wal-Mart during the term of this Agreement are not expected to exceed Eight Hundred Seventy Eight Thousand Dollars and Zero Cents (\$878,000.00). Notwithstanding the foregoing, the Parties acknowledge that (i) the City by this Agreement does not irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The Parties understand and agree that any expenditure of the City shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City and County of Denver. Notwithstanding anything to the contrary in this Agreement, this Agreement is not intended to and does not create a government contract that would cause Wal-Mart to be considered a government contractor.
- 5. POLICE DEPARTMENT'S STATUS AS INDEPENDENT CONTRACTOR. Wal-Mart and Police Department enter into this Agreement at arms' length. Police Department at all times shall be considered an independent contractor for all purposes under this Agreement, including the performance of Services. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or employer/employee relationship between the Parties. Neither Wal-Mart nor Police Department shall hold itself out as the representative or agent of the other Party. Neither Wal-Mart nor Police Department has the right and neither shall seek to exercise any control over the other Party, its employees, its Officers or its agents. Police Department, its employees, and Officers assigned to Facilities shall not be deemed employees or joint employees of Wal-Mart for any purpose. Police Department retains the sole right and authority to recruit, hire, promote, discipline, demote, discharge, determine rates of pay for, establish the terms and conditions of employment of, and/or to direct and control the manner in which its employees and Officers discharge their professional and work duties. Police Department is responsible for instructing and training its Officers consistent with this Agreement. Police Department retains the sole right and authority to decide and direct which Officers it shall assign, at what times, and to which Facilities to provide Services under this Agreement. Police Department shall be solely responsible for all employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, and

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benefits of its employees and Officers. Neither Police Department nor its employees, agents or Officers are entitled to receive any benefits, including but not limited to salary, vacation pay, sick leave, retirement benefits, social security, workers' compensation, health, disability, unemployment and stock options that Wal-Mart may provide to its employees. It is understood that Wal-Mart will not provide and shall not be responsible for worker's compensation insurance for Police Department or any Officer. Responsibility for providing such coverage remains solely with Police Department. When rendering Services at the Facilities, Officers act solely as the agents of Police Department.

- 6. <u>SCREENING AND QUALIFICATIONS OF OFFICERS</u>. Police Department warrants and represents that each Officer meets all requirements for service as a law enforcement officer in the state, county, and/or municipality where he or she will be assigned, is fully licensed in the state where he or she will be assigned, and is in good standing in all states in which the Officer is licensed.
- 7. <u>LEGAL COMPLIANCE</u>. Police Department represents and warrants that it has secured and shall maintain all required licenses, permits and certificates applicable to its activities and obligations, and shall comply with any and all federal, state and local laws, regulations and ordinances related to the terms of this Agreement. Police Department warrants that it shall comply with all federal, state and local laws, ordinances, statutes, rules and regulations governing the employment of its workers. Police Department warrants specifically that it shall be responsible exclusively for and, in accordance with the law, shall pay to its employees and Officers all compensation, salary and any other remuneration due in connection with Services performed by them under this Agreement. If Police Department breaches this Section, Wal-Mart may, in its sole discretion, terminate this Agreement immediately.
- 8. [Intentionally omitted]
- 9. <u>NON-EXCLUSIVITY</u>. This Agreement is non-exclusive between the parties. Wal-Mart and Police Department have the right to enter into similar relationships with any other entities.
- 10. <u>NOTICES</u>. Any notice required or provided for herein shall be in writing and shall be deemed to have been given when delivered personally or upon placement in the U.S. Mail as registered or certified mail, postage prepaid, to address of the other party shown below.

To Wal-Mart:

Wal-Mart Stores, Inc. 1105 Southeast Fifth Street Bentonville, Arkansas 72716-0610 Attn: Security Services

To Police Department:

Chief of Police
Denver Police Department
1331 Cherokee Street, Room 422
Denver, Colorado 80204

With Copies to:
City Attorney
1437 Bannock Street, Room 353
Denver, Colorado 80202

- 11. <u>ASSIGNMENT OF RIGHTS</u>. This Agreement, or any of the parties' respective rights or obligations hereunder, may not be assigned or transferred, directly or indirectly, by operation of law or otherwise, by either party without the prior written consent of the other party.
- 12. <u>SURVIVAL</u>. No termination or expiration of this Agreement shall affect the rights and obligations of the parties accruing prior to the effective date of termination or expiration.
- 13. <u>NO THIRD-PARTY BENEFICIARIES</u>. Nothing in this Agreement is intended to or shall be deemed to confer any rights upon any person who is not a party hereto, including any Officer.
- 14. <u>NO FIDUCIARY RELATIONSHIP</u>. Nothing in this Agreement creates any relationship of trust or other fiduciary relationship between the parties hereto, or any Officer.
- 15. <u>COUNTERPARTS</u>. This Agreement may be executed in one or more counterparts, all of which shall be deemed one and the same agreement and shall become effective when each of the parties has signed one or more counterparts.
- 16. <u>ENTIRE AGREEMENT; MODIFICATION</u>. This Agreement with Exhibits constitutes the entire agreement of the parties and supersedes all prior agreements, negotiations, dealings, and understandings, whether written or oral, between the parties regarding the subject matter hereof. No waivers, amendments, or modifications of this Agreement or any part thereof shall be valid unless in writing signed by both parties.
- 17. <u>SECTION HEADINGS</u>. Section headings as to the contents of particular sections are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections to which they refer.
- 18. <u>SEVERABILITY</u>. The parties each agree that if any provision of this Agreement is or becomes invalid or prohibited under applicable law, such provision shall be ineffective to the extent of any such prohibition without impairing the remaining provisions in any way.
- 19. <u>COSTS AND ATTORNEYS FEES; VENUE AND JURISDICTION</u>. In the event that an action is brought by either party under the Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to damages which may be awarded by the judge or jury. Venue and jurisdiction shall exclusively be in the Denver District Court.
- 20. NO BUSINESS GUARANTEE; NO RELIANCE ON ORAL REPRESENTATIONS OR PROMISES. Police Department specifically acknowledges that Wal-Mart has no obligation to do any minimum amount of business with Police Department under this Agreement, and that no person has authority to make any representations or promises of business with Police Department on behalf of Wal-Mart, and that no person has authority to make any representations or promises about Wal-Mart's intentions or expectations of renewing or extending this Agreement or doing any future business with Police Department, except as may be contained in writing and signed by an officer of Wal-Mart. Any expenditures or investments or commitments made by Police Department in reliance on future business from Wal-Mart pursuant to this Agreement or otherwise are done at Police Department's own risk and without any obligation whatsoever on the part of Wal-Mart, unless in writing and signed by an officer of Wal-Mart.

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- INSURANCE. Wal-Mart agrees to secure, at or before the time of execution of this 21 Agreement and shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Wal-Mart shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof. The required insurance shall be rated by A.M. Best Company as "A-VIII" or better. In the event any of the required policy is canceled or nonrenewed before the expiration date thereof, Wal-Mart will provide by certified mail, return receipt requested or by a nationally recognized overnight courier written notice t to the Parties identified in the notices section of this Agreement, referencing the City's contract number, within three (3) business days of Wal-Mart's receipt of such notice from its insurer(s). Wal-Mart shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Wal-Mart. Wal-Mart shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- A. Memorandum of Insurance: Wal-Mart will provide proof of insurance or self-insurance by maintaining a certificate or memorandum of insurance or self/insurance on Wal-Mart's website, including at http://corporate.walmart.com/evidence-of-insuranceUpon written request, the City's Risk Management Office may request additional proof of insurance, including but not limited to policies and endorsements evidencing the coverage required by this Section 21, provided that City will treat any policies or endorsements provided buy Wal-Mart as confidential and Wal-Mart may redact such policies or endorsements to remove information that Wal-Mart deems proprietary or confidential.
- B. Additional Insureds: For Commercial General Liability, the policy will contain an endorsement including the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. Such endorsement may be in the form of a blanket endorsement including as additional insureds those persons or organizations that Wal-Mart is required by contract to include as an additional insured.
- C. Waiver of Subrogation: The Commercial General Liability policy will contain a waiver of the insurer's right of recovery against any additional insured under the policy.
- D. (1) The Commercial General Liability policy must provide the following:
  - Coverage for liability for bodily injury or property damage assumed in a written contract or agreement;
  - (ii) Defense costs in excess of policy limits; and
  - (iii) A severability of interests, separation of insured or cross liability provision;
  - (iv) and
- (2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when the Police Department provides services to Wal-Mart under this Agreement, whichever is earlier.
- (3) Wal-Mart's coverage will be primary and non-contributory as to the coverage maintained by the City.
- E. Self-Insurance: Notwithstanding any requirement in this Section 21, Wal-Mart at its sole discretion may satisfy its obligations under this Section 21 by maintaining or providing self-insurance.

- 22. <u>EXAMINATION OF RECORDS</u>: Wal-Mart agrees that any duly authorized representative of the City, including the City Auditor, shall, during the term of this Agreement and for one (1) year after termination, have access to and the right to examine any books, documents, papers and records in Wal-Mart's possession, involving only the financial transactions related to this Agreement.
- 23. COLORADO GOVERNMENTAL IMMUNITY ACT: The Parties understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. The provision of services under this Agreement is for the benefit of both Parties.

Remainder of page intentionally blank.

### **EXHIBIT A**

Pursuant to Section 4 of the Agreement, PAYMENT, Wal-Mart shall pay to Police Department Fees according to the following terms:

A. Hourly Rates. Billing rates are all-inclusive and Wal-Mart shall not be responsible for withholding taxes, Social Security taxes, payroll expenses, workers' compensation insurance, benefits, professional liability insurance, and state and federal unemployment insurance. Invoices must be submitted to the servicing location (WM Store or Sams Club), not the WM Home Office. In addition to the Officers assigned to the Wal-Mart Facility, Wal-Mart will reimburse the City for the cost of an assignment administrator to coordinate coverage, communication and necessary reporting. The Parties anticipate that it will take the assignment administrator approximately five (5) hours per week to perform the above-mentioned duties and such administrator shall be billed to Wal-Mart at the Administrative Lieutenant rate which is \$81.34 for 2015, \$84.10 for 2016, and \$87.40 for 2017.

The maximum hourly rates for DPD's Officers are as follows:

YEAR	Maximum Overtime Rate/Hour		
2015	\$65.84		
Effective 01/01/2016	\$68.06		
Effective 01/01/2017	\$69.36		
Effective 07/01/2017	\$70.70		

The Police Department will notify Wal-Mart of proposed changes to the Officer's maximum rate sixty (60) days prior to the expiration of such rates as negotiated by the City in accordance with future Collective Bargaining Agreements. If such maximum rates are unknown to the City sixty (60) days prior to expiration of such rates, the Police Department will notify Wal-Mart of such the new rates at such time that those rates are negotiated and known to the Police Department. After the Police Department notifies Wal-Mart of the new maximum Officer's rates, Wal-Mart can either elect to accept the new rates by amending this Agreement with an updated Exhibit A, or terminate this Agreement.

B. Facility Assignments. Police Department agrees to provide Services to the following Facilities pursuant to the schedule detailed below:

## Wal-Mart Facility:

Wal-Mart Store #3533 7800 Smith Road Denver, CO 80207

### Permanent Hours/Scope of Work:

1PM (1300) until 1AM (0100), seven days a week.

Note: Temporary adjustments to the permanent hours can be made as long as the temporary hours revert back from temporary to the original permanent hours. Examples of the need for temporary adjustments to the permanent hours could be holidays, special events, and construction, natural or manmade disasters.

IN WITNESS WHEREOF, the Parties through this Agreement.	their authorized representatives have executed
ST (	
	Wal-Mart Stores, Inc.
	By: towe the
	Steve Dozier/ Title: VP, Global Security
	Date: 01 08 15
City:	
ATTEST:	CITY AND COUNTY OF DENVER
Ву:	By: MICHAEL B. HANCOCK, Mayor
DEBRA JOHNSON Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver	
APPROVED AS TO FORM: D. SCOTT MARTINEZ, Denver City Attorney	REGISTERED AND COUNTERSIGNED:
By:Assistant City Attorney	By:CARY KENNEDY, Chief Financial Officer
	By:
	Approved as to legal terms only
	WAL-MART LEGAL DEPT.  Date: 4-23-15



Effective Date: Continuous throughout the term of the below referenced agreement.

RE: Request for proof of insurance / self-insurance per the terms of a signed agreement

To Whom It May Concern,

Walmart takes its obligations to its associates, customers, business partners, landlords, and others very seriously. In order to best fulfill its responsibilities to its customers, associates, and shareholders, Walmart utilizes a combination of insurance, self-insured retentions, and self-insurance for a number of risks. With respect to claims arising out of third party liabilities for all forms of legal liability for bodily injury and property damage, Wal-Mart Stores, Inc., its affiliates and its subsidiaries (collectively "Walmart"), elects to self-insure the insurance requirements of its agreements where allowed by law and by the terms of the agreement.

With respect to claims arising from physical loss or damage to structures, equipment and/or other tangible property for which Walmart assumes the responsibility for the risk of loss, Walmart is self-funded.

The existence of an insurance policy does not supersede Walmart's right to self-insure. Please allow this letter to serve as evidence of Walmart's election to self-insure.

Walmart is prepared to meet its legal liabilities in connection with its agreements. For evidence of the requisite net worth of Walmart, please visit <a href="http://stock.walmart.com">http://stock.walmart.com</a> to view the current annual and quarterly reports.

Sincerely,

Walmart Global Risk Management

#### **MEMORANDUM OF INSURANCE** Current as of October 01, 2014 PRODUCER THIS MEMORANDUM IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR MARSH USA INC THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS MEMORANDUM OTHER THAN THOSE PROVIDED FOR IN THE POLICY. THIS MEMORANDUM DOES NOT AMEND, EXTEND 1166 Avenue of the Americas New York, NY 10036 OR ALTER THE COVERAGE DESCRIBED BELOW. THIS MEMORANDUM MAY ONLY BE COPIED, PRINTED AND DISTRIBUTED WITHIN AN AUTHORIZED VIEWER AND MAY ONLY BE USED AND VIEWED BY AN AUTHORIZED VIEWER FOR ITS INTERNAL USE. ANY OTHER USE, DUPLICATION OR DISTRIBUTION OF THIS MEMORANDUM WITHOUT PRIOR WRITTEN CONSENT IS PROHIBITED. THE INFORMATION CONTAINED HEREIN IS AS OF THE DATE REFERRED TO ABOVE. NEITHER THE INSURED NOR THE PRODUCER SHALL HAVE ANY OBLIGATION TO INFORM AN AUTHORIZED VIEWER OF ANY CHANGES TO THIS INFORMATION. INSURED COMPANIES AFFORDING COVERAGE NAIC # Wal-Mart Stores, Inc. COMPANY A NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA 19445 Its Subsidaries and Its Affilliates NEW HAMPSHIRE INSURANCE COMPANY 23841 702 Southwest 8th Street COMPANY C ILLINOIS NATIONAL INSURANCE COMPANY 23817 Bentonville, AR 72716 COMPANY D ACE AMERICAN INSURANCE COMPANY 22667 COMPANY E ACE PROPERTY AND CASUALTY INSURANCE COMPANY 20699

### **COVERAGES**

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 MEMORANDUM 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

OMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY	LIMITS	
			DATE	EXPIRATION DATE	LIMITS IN USD UNLESS OTHERWISE IND	ICATED
MADE X COMMERCIAL GENERAL X GEN'L AGG LIMIT APPL PER POLICY	CLAIMS X OCCUR MADE X COMMERCIAL GENERAL	2047439	9/15/2014	9/15/2015	EACH OCCURRENCE PERSONAL & ADV INJURY FIRE DAMAGE (Any One Fire)	\$1,000,000 \$1,000,000 \$1,000,000
	PER POLICY				MED EXP (Any One Person) PRODUCTS- COMP/OP AGGREGATE GENERAL AGGREGATE	n/a \$3,000,000 \$3,000,000
Α	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	5873988 (AOS) 5873989 (MA) 5873990 (VA)	9/15/2014	9/15/2015	COMBINED SINGLE LIMIT  BODILY INJURY (Per Person)  BODILY INJURY (Per Accident)  PROPERTY DAMAGE	\$1,000,000 \$ \$
E	EXCESS LIABILITY  X UMBRELLA FORM  OTHER THAN UMBRELLA FORM	G27422664	9/15/2014	9/15/2015	EACH OCCURRENCE AGGREGATE	\$5,000,000 \$5,000,000
ABCD	WORKERS COMPENSATION/ EMPLOYERS LIABILITY	SEE BELOW	9/15/2014	9/15/2015	WORKERS COMPENSATION LIMITS EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EACH EMPLOYEE	\$TATUTORY \$1,000,000 \$1,000,000 \$1,000,000

# ADDITIONAL INFORMATION

**GENERAL LIABILITY:** Coverage includes Professional Liability including Druggist's and Optician's

GENERAL LIABILITY POLICY 2047439 IS SUBJECT TO A SELF INSURED RETENTION OF USD \$2,000,000 EACH OCCURRENCE

With respect to Commercial General Liability, Policy 2047439, any party with which the Named Insured has contractually agreed to include as Additional Insured, such status is granted. Such Additional Insured status is subject to the limits, terms and conditions of the policy and shall apply only to the extent of and for no more than the limits required within such contractual agreement.

### EXCESS LIABILITY:

EXCESS LIABILITY POLICY G27422664 IS SUBJECT TO A SELF INSURED RETENTION OF USD \$15,000,000 EACH OCCURRENCE

## WORKERS' COMPENSATION POLICIES:

COMPANY A

EXCESS WORKERS' COMPENSATION: 6636311 (AL,AR,AZ,FL,GA,IA,ME,NY,OH,OK,OR,WA,WV)

COMPANY B

037083143 (CO,CT,DC,IA,IN,KS,MI,NE,RI,SC,SD,WV\*)
\*WV included effective 10/01/2014 - 9/15/2015
037083144 (DE,HI,ID,MD,MO,MS,MT,NM,NV,TN)
037083145 (AK,VA)

037083146 (NJ, PA)

037083147 (MN)

037083149 (IL,KY,NC,NH,UT,VT)

COMPANY C:

037083148 (MA,ND,WI)

COMPANY D:

WLR C48019328 (CA)

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

<b>Contract Control Number:</b>	POLIC-201520693-00
Contractor Name:	WalMart Stores, Inc.
	By:
	Name: Please see page 8 of the agreement. (please print)
	Title: (please print)
	ATTEST: [if required]
	By:
	Name:(please print)
	Title: (please print)



<b>Contract Control Number:</b>	
IN WITNESS WHEREOF, the parties Denver, Colorado as of	s have set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER
ATTEST:	By
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED
By	By
	Ву