

AMENDMENT TO POLICE OFFICER PATROL AGREEMENT

THIS AMENDMENT TO POLICE OFFICER PATROL AGREEMENT ("Agreement") is entered into between **WALMART INC. f/k/a Wal-Mart Stores, Inc.** ("Walmart"), a Delaware corporation, with its principal place of business at 1105 Southeast Fifth Street, Bentonville, Arkansas, 72716-0610, 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").

WITNESSETH:

WHEREAS, the Parties entered into an agreement dated June 8, 2015 to provide law enforcement services and assist in providing for safety, security and order ("Agreement"); and

WHEREAS, the Parties desire to increase the term and increase the Payment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. All references to "**Exhibits A**" in the existing Agreement shall be amended to read "**Exhibits A and A-1** as applicable." The Scope of Services and the schedule and rates marked as **Exhibit A-1** is attached hereto and incorporated by reference. In the event of a conflict between the Agreement and **Exhibit A-1**, the terms and provisions of the Agreement shall control.

2. Article 3 of the Agreement entitled "**TERM AND TERMINATION**" is hereby amended as follows:

3. TERM AND TERMINATION. This Agreement shall become effective on the Effective Date and shall remain in force until December 31, 2018, 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 Walmart, 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."

3. Article 4 of the Agreement entitled "**PAYMENT**" is hereby amended as follows:

4. PAYMENT. In exchange for Services rendered, Walmart shall pay fees ("Fees") in the amounts and according to the terms set forth in Exhibits A and A-1, attached hereto and incorporated herein by reference. Invoices shall be mailed to Walmart within thirty (30) days of the date of service. Walmart shall pay undisputed Fees within thirty (30) days of receipt of the invoice. Walmart shall not be obligated

to pay disputed Fees until such time as the Parties resolve the dispute to their mutual satisfaction. Fees paid by Walmart during the term of this Agreement are not expected to exceed **One Million One Hundred Sixty-Three Thousand Dollars and Zero Cents (\$1,163,000.00)**. 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 Walmart to be considered a government contractor.”

4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Amendment to Police Officer Patrol Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[SIGNATURE PAGES FOLLOW]

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 _____

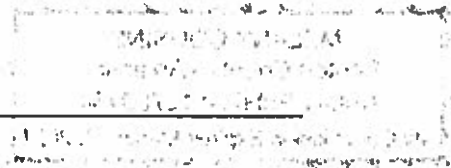
By _____



Contract Control Number: POLIC-201520693-01

Contractor Name: Walmart Inc.,

By: Brian P. Murphy



Name: BRIAN MURPHY
(please print)

Title: VP, GLOBAL SECURITY
(please print)

ATTEST: [if required]

By: Russell Hinds

Name: Russell Hinds
(please print)

Title: Sr. Manager Facility Security
(please print)



EXHIBIT A-1
Revised 1/1/18

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

A. Hourly Rates. (\$73.08) per hour of an Officer's Assignment. Billing rates are all-inclusive, and Walmart 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.

B. Rate Increases. The Police Department will notify Walmart of proposed changes to the Officer's maximum rate sixty (60) days prior to the expiration of such rates. Walmart can either elect to accept the new rates by issuing an update to Exhibit A or terminate this Agreement.

C. Administrative Rate. (\$90.38) per hour for up to five (5) hours per week will be reimbursed to the City for the cost of an assignment administrator to coordinate coverage, communication and necessary reporting.

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

Walmart Facility #3533
7800 Smith Road
Denver, CO 80207

Permanent Hours/Scope of Work:

One officer from 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 their authorized representatives have executed this Agreement.

| | |
|--------------|------------------------------|
| By: _____ | Wal-Mart Stores, Inc. |
| Title: _____ | By: _____ |
| Date: _____ | Title: _____ |
| | Date: _____ |