

RESOLUTION NO. 1797

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR OF THE CITY OF SALISBURY TO SIGN A "LAW ENFORCEMENT SERVICES AGREEMENT", BETWEEN THE MACERICH COMPANY AND THE CITY OF SALISBURY.

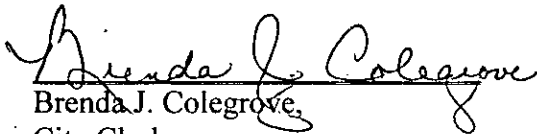
WHEREAS, the City of Salisbury and the Macerich Company find that the performance of this agreement is in the best interest of both parties, that the undertaking of the agreement will benefit the public; and

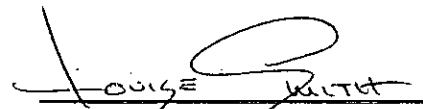
WHEREAS, the City of Salisbury shall provide law enforcement services to the Macerich Company at the Centre at Salisbury, subject to the terms and conditions set forth in the agreement; and

WHEREAS, the Macerich Company shall pay an agreed cost to the City of Salisbury for law enforcement services provided; and

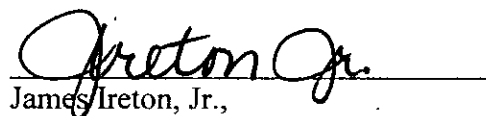
NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that the Mayor of the City of Salisbury is authorized to sign a "Law Enforcement Services Agreement" between the Macerich Company and the City of Salisbury.

THE ABOVE RESOLUTION was introduced at the regular meeting of the Council of the City of Salisbury held on this 22nd day of June, 2009, and is to become effective immediately upon adoption.


Brenda J. Colegrove,
City Clerk


Louise Smith,
Council President

APPROVED BY ME this 24th day of June, 2009


James Ireton, Jr.,
Mayor of the City of Salisbury

LAW ENFORCEMENT SERVICES AGREEMENT

This Law Enforcement Services Agreement (referred to herein as the "Agreement"), is made as of this ____ day of _____, 200__, by and between Macerich Property Management Company, LLC (referred to herein as "Manager"), and the City of Salisbury (referred to herein as "Agency"), based upon the following facts and circumstances.

A. Manager is the managing agent on behalf of the owner(s) of the shopping center located at 2300 North Salisbury Blvd., Salisbury, MD and commonly known as The Centre at Salisbury (referred to herein as the "Center"); and,

B. Manager desires to retain Agency to perform Law Enforcement (as defined below) at the Center pursuant to the terms of this Agreement. In consideration of the fees to be paid by Manager to Agency and the covenants performed by each of the parties hereunder, Manager and Agency do hereby enter into this Agreement upon the terms and conditions hereinafter set forth.

1. **Law Enforcement Services.** Subject to the terms and conditions set forth in this Agreement, Agency hereby agrees to provide Manager with uniformed officers ("Officers") to perform law enforcement functions at the Center (referred to herein as the "Law Enforcement Services") at the times and for the amounts set forth and further described in **Exhibit A**, attached hereto and incorporated herein by this reference, which exhibit may be modified by the parties from time to time to meet the specific needs of the Center. Agency's primary responsibility is to provide Officers to protect life and property, to keep the peace, and to enforce local, state, and federal laws. Officers working at the Center are subject to Agency's policies and procedures and, as such, are required to observe Agency's standards of conduct and uniform and shall not be required to perform tasks that are outside the routine services provided by Agency to the general public. Discipline for Officers will be initiated by Agency only and Manager shall have no liability with respect to any disciplinary action taken against any Officer. It is understood by the parties that Agency and its Officers do not owe a greater level of police services or protection under this Agreement than is owed to the public generally.

2. **Term.** The term of this Agreement shall commence upon the execution date of this Agreement ("Commencement Date") and shall expire on March 31, 2012 unless sooner terminated as provided for herein. Either party may terminate this Agreement at any time and without cause upon thirty (30) days' prior written notice. Agency may, at its discretion, cancel any or all contracted Law Enforcement Services at any time due to unavailability of Officers or emergencies.

3. **Payment for Services.** Manager shall pay to Agency, within thirty (30) days of receipt of an invoice from Agency, the agreed upon costs (as set forth in **Exhibit A**) to Agency for providing the Law Enforcement Services at the Center. Agency requires at least 48 hours advance notification in order to cancel any request to provide Law Enforcement Services. If such cancellation notice is not provided to Agency, Manager shall pay to Agency the required minimum for each Officer.

4. **Indemnity/Release.** Manager agrees to indemnify, defend and hold Agency harmless from and against injury, loss, damage or liability (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Agency occurring during the term of this Agreement arising from Agency's performance of the Law Enforcement Services under this Agreement, except for liability, loss, claims, costs or damages caused by the negligence or willful misconduct of Agency and/or its Officers. Agency hereby releases Manager, the owner(s) of the Center and The Macerich Company, and their respective agents, employees, officers, directors, shareholders and partners (collectively the "Releasees") from, and shall not hold Releasees liable for, any liability for personal injury, consequential damages, loss of income or damage to or loss of property, or loss of use of any property, as a result of Agency providing the Law Enforcement Services hereunder, except for liability, loss, claims, costs or damages caused by the gross negligence or willful misconduct of the Releasees.

5. **Notices.** All notices, demands, requests and other communications hereunder shall be in writing either personally delivered or mailed, via certified mail, return receipt requested, or sent by reputable overnight courier to the following addresses:

If to Manager, to: The Centre at Salisbury
 c/o Macerich
 401 Wilshire Boulevard, Suite 700
 Santa Monica, CA 90401
 Attn: General Counsel

*Original Agreement
given to Jeff
Kempston to
retain Macerich
Signature*

If to Agency, to: City of Salisbury
c/o Salisbury Police Department
699 West Salisbury Parkway
Salisbury, MD 21801
Attn: Captain Dave Meienschein

or to such other address as either party may direct by notice given to the other as hereinabove provided. Notices will be deemed to have been given upon either receipt or rejection. For notices to be delivered to Manager, a copy shall also be sent to the manager for the Center.

6. Miscellaneous.

A. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

B. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Center is located.

C. In the event of any dispute or legal proceeding between the parties arising out of or relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the non-prevailing party all fees, costs and expenses, including but not limited to attorneys' and expert witness fees, incurred in connection with such dispute or legal proceeding.

D. Except as the parties may specify in writing, neither party shall have the authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement to bind the other to any obligation whatsoever.

E. Agency's relationship to Manager shall be that of an independent contractor. All Officers furnished by Agency will be employees of Agency only, and will at all times be subject to the direct supervision and control of Agency. Agency shall have the sole responsibility of paying the salaries, statutory benefits (including Worker's Compensation), insurance, taxes (including, but not limited to, Federal Social Security Taxes and Federal and State Unemployment Taxes) and all other expenses relating to each such employee of Agency, as applicable.

F. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right thereunder.

G. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date aforesaid.

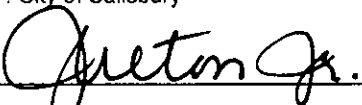
MANAGER: Macerich Property Management Company, LLC

BY: _____

NAME: _____

TITLE: _____

AGENCY: City of Salisbury

BY:  _____

NAME: James P. Ireton, Jr.

TITLE: Mayor

EXHIBIT A

Internal Services will set-up a separate account for police contractual overtime and will manage funds by pay period. The City of Salisbury will bill the Centre at Salisbury. The following will be taken into consideration for billing purposes:

- Officer's overtime rate of pay (this will vary due to different salary amounts)
- Law Enforcement Officers Pension System (LEOPS) 30.03 % based on officer's pay rate
- FICA at 7.65% based on officer's pay rate
- Workman's Compensation Insurance at 4.5% based on officer's pay rate

These percentages as listed above will fluctuate due to increases in officers pay, cost of LEOP's, FICA, and Workman's Compensation Insurance. The City of Salisbury will give the Centre at Salisbury Management Team as much notice as possible when such increases are forthcoming.

Centre at Salisbury Mall Overtime assignments will be offered to lower ranking Police Officers and Corporals first and if the assignments are not filled within a reasonable period of time they will be opened up to more senior officers holding the ranks Sergeants and Lieutenants. Officers above the rank of Lieutenant will not be permitted work this assignment.

Example #1: An officer with the rank on Officer with an overtime rate of \$25.95 per/hr, plus 42.18% = Total: \$36.89 per/hr. The mall would pay this amount per/hr. to the City.

Example #2: An officer with the rank of Sergeant with an overtime rate of \$41.98 per/hr, plus 42.18% = Total: \$59.68 per/hr. The mall would pay this amount per/hr. to the City.

Example #3: An officer with the rank on Lieutenant with an overtime rate of \$50.10 per/hr, plus 42.18% = Total: \$71.23 per/hr. The mall would pay this amount per/hr. to the City.

Officers working this overtime will complete form SPD-025, (Request for Overtime Pay) the same as other overtime assignments. The officer will have the Centre at Salisbury Mall management sign the overtime request to verify hours worked.

The officer will forward the overtime request, via chain of command, to the Administrative Commander or designee for processing. The Administrative Commander or designee will monitor funds paid for authorized overtime and coordinate with Internal Services concerning quality control of this account.

A Request for Secondary Employment will need to be completed and approved prior to officers working this assignment. Officers will wear the patrol officer's uniform of the day along with authorized equipment including a patrol vehicle.

The Salisbury Police Department will not restrict the rank or pay classification of officers desiring to work this assignment. A minimum of two (2) officers must be scheduled at any given time for officer safety purposes except for exterior traffic control as requested.