

COUNCIL OF THE CITY OF ABERDEEN
Resolution No. 26-R-01

Date Introduced: July 27, 2026

Sponsored by: Council President Adam Hiob and Councilwoman Tandra Ridgley

Amendments Adopted: None

Date Adopted: July 27, 2026

Date Effective: July 27, 2026

1 **A RESOLUTION concerning**

2
3 **MEMORANDUM OF UNDERSTANDING**
4 **BETWEEN HARFORD COUNTY PUBLIC SCHOOLS AND**
5 **CITY OF ABERDEEN, MARYLAND**
6

7 **FOR** the purpose of the Council of the City of Aberdeen to approve the Memorandum of
8 Understanding between Harford County Public Schools and Aberdeen Police Department.
9

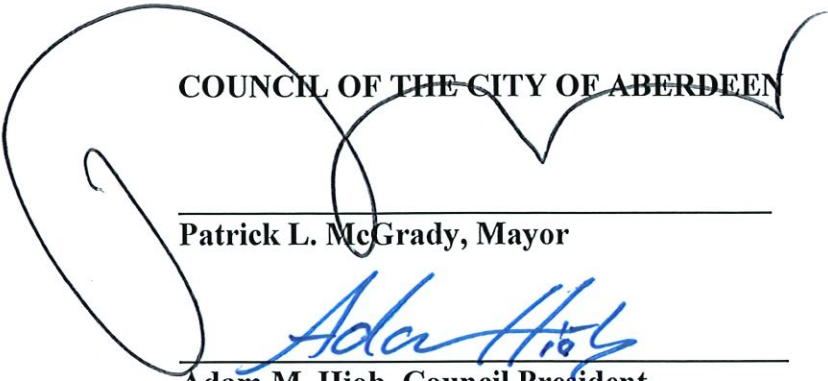
10 **WHEREAS**, the School System desires special law enforcement services to be rendered by the
11 City, namely, the providing of School Resource Officers (“SROs”), and
12

13 **WHEREAS**, the Aberdeen Police Department (“Aberdeen PD”) is an agency of the City. The
14 Chief of the Aberdeen PD (“the Chief”) and the Superintendent of the School System have
15 agreed to provide such special law enforcement services (SROs) to the school system upon
16 certain terms and conditions provided hereinafter for the 2026-2027 School Year; and
17

18 **WHEREAS**, the School System and Aberdeen PD share a mission of creating and maintaining
19 a safe, secure, and orderly learning environment for students, staff, and teachers, and intend to
20 memorialize how they will cooperate to fulfill this mission through enhanced rapport between
21 students, officers, school administrators, and parents/ guardians; and
22

23 **NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
24 **ABERDEEN** that that the Mayor of the City of Aberdeen and the Chief of Aberdeen Police
25 Department enter into the Memorandum of Understanding, attached to this Resolution as
26 Attachment A.

COUNCIL OF THE CITY OF ABERDEEN



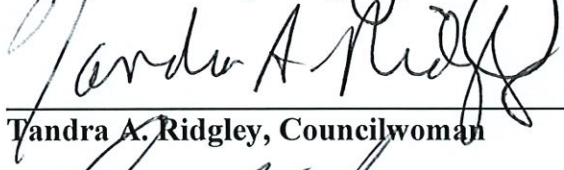
Patrick L. McGrady, Mayor



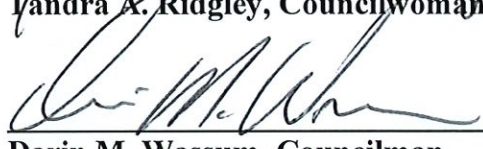
Adam M. Hiob, Council President



William H. Montgomery, III, Councilman



Tandra A. Ridgley, Councilwoman



Darin M. Wassum, Councilman

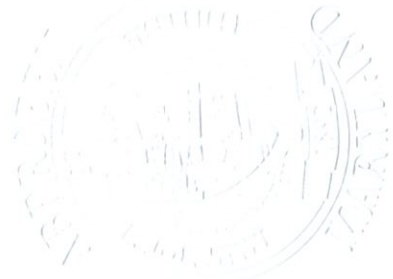
ATTEST:



Elizabeth G. Ward, City Clerk

Date July 27, 2026

SEAL:



ATTACHMENT A
MEMORANDUM OF UNDERSTANDING

School Resource Officers' Program Agreement
Between
The City of Aberdeen and
Harford County Public Schools
For the 2026-2027 School Year

THIS AGREEMENT ("Agreement"), made this 1st day of August 2026, by and between **THE CITY OF ABERDEEN**, a Maryland municipal corporation, hereinafter referred to as the "City"; and **HARFORD COUNTY PUBLIC SCHOOLS**, hereinafter referred to as the "School System";

WITNESSETH:

WHEREAS, the School System desires special law enforcement services to be rendered by the City, namely, the providing of School Resource Officers ("SROs"), and

WHEREAS, the Aberdeen Police Department ("Aberdeen PD") is an agency of the City. The Chief of the Aberdeen PD ("the Chief") and the Superintendent of the School System have agreed to provide such special law enforcement services to the school system upon certain terms and conditions provided hereinafter; and

WHEREAS, the School System and Aberdeen PD share a mission of creating and maintaining a safe, secure, and orderly learning environment for students, staff, and teachers, and intend to memorialize how they will cooperate to fulfill this mission through enhanced rapport between students, officers, school administrators, and parents/ guardians; and

NOW, THEREFORE, in consideration of mutual promises contained herein and Pursuant to the authority of the General Statutes of the State of Maryland, and the acts and things done and performed, and to be done and performed by the parties hereto, one with the other, the parties mutually agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF THE ABERDEEN PD

1.01 The Chief shall provide one or more officer(s) to be assigned and deployed to School System schools located within the municipal limits of the City of Aberdeen. The selection and assignment of the individual officer(s) shall be at the discretion of the Chief in cooperation with the Superintendent of the School System, and the Chief of Security of the School System to which the School Resource Officer(s) will be assigned. It is understood that the School Resource Officers may be required to attend to other Aberdeen PD duties as assigned in lieu of their duties under this Agreement. It is further understood that the

School Resource Officers are employees of the City, shall, at all times, remain under the control and direction of the Chief and will be subject to the rules and regulations, policies and procedures of the City and the Aberdeen PD.

1.02 The Chief shall ensure that the exercise of any law enforcement powers by the School Resource Officers is in compliance with the authority granted by the law.

1.03 The Aberdeen PD will provide all uniforms, vehicles, equipment, and materials needed by the Officers to perform their functions under this Agreement, including body worn cameras. SROs will notify the Aberdeen PD if replacement items are needed and will not seek funds or reimbursement from the School System.

1.04 The Aberdeen PD will ensure that assigned SROs receive basic School Resource Officer training consistent with The Safe to Learn Act of 2018 standards as soon as practicable and within the mandated time limit.

1.05 SROs will be a member of their assigned school's Threat Assessment team and may participate in the development of a Safety Plan for a student that may have participated in a threat of any kind. The SRO will not participate in determining or issuing school discipline. Beyond the Safety Plan, the SRO can participate in mentoring and other support roles.

1.06 The Aberdeen PD will ensure that SROs have been properly trained in their body worn camera (BWC) equipment functions and procedures before use. SROs will comply with the requirements of the Aberdeen PD addressing BWC at all times during their assignment with the School System. SROs expressly agree not to record in places where a reasonable expectation of privacy exists, such as locker rooms or restrooms, unless the activation is required for the performance of official duties. Officers expressly agree not to activate the BWC during meetings involving students and/or school personnel that are administrative in nature and do not involve suspected criminal activity or the potential for disruptive behavior. Requests by the School System to review BWC footage shall be processed promptly and permission to view shall not be unreasonably withheld. These written requests will be reviewed and provided as allowed by law.

1.07 The Aberdeen PD and the School System will work collaboratively on potential criminal internal investigations involving the school, staff, students or parents/guardians (including possible Title IX investigations). The Aberdeen PD will provide the School System with clear guidance to ensure that the School System activities do not interfere with associated law enforcement investigations. If after consultation with the Aberdeen PD, all parties agree that no criminal activity is alleged, the Aberdeen PD will defer to the School System for its internal investigation.

SECTION 2. DUTIES AND RESPONSIBILITIES OF THE SCHOOL SYSTEM

2.01 The Chief or Chief's designee shall work with the Superintendent of the School System or

1 Superintendent's designee to coordinate the activities of, and otherwise communicate with, the
2 School Resource Officers on behalf of the School System.

3
4 2.02 The School System shall provide and maintain the following for each School Resource
5 Officer through the duration of this Agreement: access badge, office, furniture, a telephone,
6 school radio, and computer internet access.

7
8 2.03 The School System shall permit SROs to be authorized users of its camera system, in
9 accord with School System Policy 08-0005-000, Retention and Disclosure of Harford
10 County Public Schools Video Records, (the "HCPS Video Policy"). SROs may not distribute
11 recordings from the camera system without School System permission. SROs will review
12 and comply with the HCPS Video Policy and associated Procedure, copies of which are
13 included herewith as Attachment C.

14
15 2.04 The School System will invite SROs to participate in applicable professional
16 development when opportunities are available, subject to the approval of the Chief or the
17 Chief's designee. Training could include seminars, conferences, and school-based tabletop
18 exercises. Unless otherwise agreed upon, any cost associated with training will be the
19 responsibility of the Aberdeen PD.

20
21 2.05 The School System will promote the inclusion of SROs in the school setting. This could
22 include, but is not limited to, classroom activities where appropriate, lunchtime conversations
23 with students, safety programs, and mentoring opportunities. School administrators will not
24 assign SROs to roles such as substitute teacher, instructional assistant, in-school suspension
25 instructor, crossing guard, bus dismissal, etc.

26
27 2.06 The School System will cooperate with SROs and the Aberdeen PD on any criminal
28 investigations involving the school, staff, students, or parents/guardians (including potential
29 Title IX investigations). However, the School System shall preserve its right to perform
30 required investigations internally under applicable law. The School System will follow clear
31 guidance provided by the Aberdeen PD to ensure that the School System's activities do not
32 interfere with associated law enforcement investigations. The parties will consult their
33 respective legal counsel on questions of priority.

34 35 **SECTION 3. JOINT DUTIES**

36
37 3.01 When appropriate, the School System's Communications Office and the Aberdeen PD
38 will coordinate the release of any public communications involving the School System, staff
39 and students.

40
41 3.02 During a large-scale critical event, the School System Communications Office and the
42 Aberdeen PD's Public Information Office will establish a joint information center to
43 coordinate the release of public information. A virtual joint information center may be used
44 when needed.

3.03 In the event a claim or lawsuit is filed against any party to this Agreement relating to the scope of this Agreement, the parties agree to cooperate in the defense of such claims or lawsuit and to each bear, at its sole expense, its own defense of such claims or lawsuit, including, but not limited to, attorney's fees, expert witness fees, and court costs.

SECTION 4. INDEMNIFICATION

4.01 The School System shall indemnify and save harmless the City for any liability whatsoever arising out of the negligence or willful misconduct of the School System's employees or agents arising from the operation and implementation of the School Resource Officer Program.

4.02 Subject to the Local Government Tort Claims Act, the limits of any available insurance, and City budgetary appropriations, the City shall indemnify and save harmless Harford County Public Schools for any liability whatsoever arising out of the negligence of the Aberdeen Police Department's employees or agents arising from the operation and implementation of the School Resource Officer Program.

4.03 Nothing in the Agreement shall be construed to affect in any way the City's or the School System's rights, privileges, and immunities or defenses, which may exist by statute or common law with regard to any claim, action, or cause of action by or on behalf of any third person, and this Agreement shall not be deemed a waiver of any such rights, privileges, and immunities or defenses.

SECTION 5. TERM OF AGREEMENT

5.01 This Agreement shall be effective for a one-year period beginning August 1, 2026, and ending on July 30, 2027, with the intent to renew the Agreement, subject to the availability of the necessary funding, for successive one-year terms beginning on August 1. The same terms and conditions are intended to continue from year to year without re-execution subject to the right of either party to terminate as set out below.

5.02 Either party may terminate this Agreement by serving written notice upon the other party at least ninety (90) days in advance of such termination.

5.03 Notices of termination shall be provided as follows:

To the Aberdeen PD

Chief Henry G. Trabert 60 N. Parke St. Aberdeen, MD 21001 htrabert@aberdeennmd.gov

Mayor Patrick McGrady 60 N. Parke St. Aberdeen, MD 21001 pmcgrady@aberdeennmd.gov

With a copy to Elizabeth Thompson, City Attorney, ethompson@starkandkeenan.com

To the School System:

Mr. Donovan Brooks, Chief, Department of Safety and Security
102 S. Hickory Avenue, Bel Air MD 21014

Donoven.Brooks@hcps.org

With a copy to Lauren Driver, General Counsel, Lauren.Driver@hcps.org

SECTION 6. INVALID PROVISION

6.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement when it was executed.

Should the severance of any part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

Failing agreement on such amendment, either party may, by notice in writing, terminate this Agreement forthwith, subject to the provisions of this Agreement relating to termination.

SECTION 7. ASSIGNMENT

7.01 Neither party to the Agreement shall, directly or indirectly, assign or propose to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

SECTION 8. NO WAIVER

8.01 The failure of either party to enforce at any time any of the provisions, rights, or elections shall not in any way affect the validity of this Agreement. The failure to exercise by either party any of its rights herein or any of its elections under the terms or conditions herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9. COMPLETE AGREEMENT

9.01 This Agreement is the complete Agreement of the parties; it may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day,
month, and the year first above written.

City of Aberdeen

BY: _____
Mayor Patrick L. McGrady
Interim City Manager

Approved by:
Aberdeen Police Department

BY: _____
Henry G. Trabert
Chief of Police

Harford County Public Schools

BY: _____
Dr. Dyann Mack
Superintendent of Schools

Harford County Public Schools
Safety and Security Department

BY: _____
Donoven R. Brooks
Chief of Security

Approved as to Legality and Form: _____
Attorney for Harford County Public Schools

Approved as to Content: _____
Attorney for the City of Aberdeen