COUNCIL OF THE CITY OF ABERDEEN
Resolution No. 26-R-07

Date Introduced:	October 26, 2026
Sponsored by:	Councilman Darin Wassum & Councilman William Montgomery III
Amendments Adopted:	None
Date Adopted:	October 26, 2026
Date Effective:	October 26, 2026

A RESOLUTION concerning

MEMORANDUM OF UNDERSTANDING
by and between
Maryland State Highway Administration
and City of Aberdeen, Maryland
for
Video Surveillance Camera System Deployment and Operation

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "the MOU" and/or "this MOU") is made this_____ day of _____2026, by and between the Maryland State Highway Administration ("SHA"), a modal administration within the Maryland Department of Transportation ("MDOT"), and the City of Aberdeen, located in Maryland and a body corporate and politic ("CITY"). All aforementioned entities may collectively be referred to as ("the Parties") throughout this MOU.

WHEREAS the CITY by and through its police department owns and operates a video surveillance camera system for legitimate law enforcement purposes; and

WHEREAS the CITY desires to expand its surveillance camera system by installing and operating its video surveillance cameras on SHA's right(s)-of-way and SHA owned structures to detect, deter, or even disrupt criminal or other potentially harmful activity; and

WHEREAS the CITY has agreed to reimburse SHA for any additional costs associated with said installation of its video surveillance cameras; and

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

I. DEFINITIONS

A. "Surveillance Camera System" refers to one or more mobile or fixed video surveillance camera(s) or other electronic device used to conduct live monitoring, tracking, recording,

and surveillance.

B. "Surveillance Camera Unit" refers to one or more mobile or fixed video camera(s) or other electronic device that are a part of the Surveillance Camera System.

C. "Surveillance Camera Project" refers to a proposal from the CITY to install and operate one or more Surveillance Camera Unit(s) and related equipment in SHA right-of-way and/or on SHA structures.

i. Any and all Surveillance Camera Unit(s), and any related equipment, that comprise the initial Surveillance Camera Project for which this MOU is entered are fully set forth and identified in Exhibit 2, attached hereto, and incorporated by reference herein.

ii. The individual Surveillance Camera Unit(s) listed in Exhibit 2 constitute the complete set of locations and equipment approved by SHA as part of the initial Surveillance Camera Project.

iii. Any proposal by the CITY to install or operate additional Surveillance Camera Unit(s) or related equipment not identified in Exhibit 2 shall be treated as a separate Surveillance Camera Project and must be submitted to SHA for review and approval in accordance with Section III.

D. "SHA Right-of-Way" refers to any interest in real property or personal property owned by SHA. It does not include, and SHA does not hereby authorize the use of, any publicly or privately owned real and/or personal property owned by any other governmental agency, person, utility, or entity of any kind.

E. "Location" refers to the actual situs or location of performance at which any portion of the Surveillance Camera System is to be installed. For purposes of this MOU, Location will usually be designated by the physical address or the street name(s) and/or street number(s) of the roads which intersect at the situs.

II. STRICT ADHERENCE TO GUIDELINES AND COMPLIANCE WITH LAW REQUIRED

A. The CITY agrees that it shall comply with all applicable federal and state laws governing and relating to the operation of its Surveillance Camera System including the Constitutions of the United States and the State of Maryland.

B. The CITY agrees that it shall adopt and strictly comply with its own internal standard operating procedures (hereinafter "City SOP") governing data access, use, and retention. The City SOP shall be consistent with the provisions of the Maryland State Police Draft Standard Operating Procedures, attached hereto, and incorporated herein as Exhibit 1.

i. No permits will be issued until the City provides the City SOP and SHA approves.

ii. At its sole discretion, SHA may issue permits for the installation of, but not the operation of, any or all part(s) of the Surveillance Camera System during the pendency of the adoption and approval of the City SOP.

C. The CITY further agrees that it shall strictly comply with certain applicable requirements of the 2025 Motor Vehicles – Automated Enforcement Programs – Privacy Protections. The 2025 law provides in part:

> (E) (1) An agency that implements and operates a program shall adopt procedures relating to the operation of the program and the use of automated enforcement systems.
>
> (2) The procedures shall:
>
> (I) Identify the employee classifications in the agency that have authorization to access or use recorded images and associated data produced by an automated enforcement system;
>
> (II) Establish an audit process to ensure that information obtained through the use of an automated enforcement system is used only for appropriate traffic enforcement purposes as authorized in this section;
>
> (III) Establish procedures and safeguards to ensure that agency personnel with access to recorded images and associated data are adequately screened and trained;
>
> (IV) Establish procedures and safeguards for the secure storage of the recorded images and associated data before the images and data are removed and destroyed; and
>
> (V) Establish procedures for the removal and destruction of recorded images and associated data.

D. The CITY agrees that no Surveillance Camera Unit on SHA structures or otherwise in SHA Right-of-Way will utilize facial recognition technology or otherwise attempt to identify individuals except as expressly authorized by law at Maryland Annotated Code, Criminal Procedure Article §§ 2-501 – 2-510.

III. SURVEILLANCE CAMERA PROJECT REQUEST, REVIEW, AND APPROVAL

A. A proposal from the CITY to install and operate Surveillance Camera Unit(s) and related equipment in the SHA Right-of-Way structures other than those identified in Exhibit 2 shall be submitted to SHA as a separate Surveillance Camera Project for consideration according to this MOU.

B. The CITY may only submit requests for the type of Surveillance Camera Unit(s) detailed in Exhibit 3 which is attached hereto and incorporated herein by reference. Any deviation from the technology expressly set forth in Exhibit 3 hereto shall require written approval by SHA pursuant to the Notice requirements at Section XII, below.

C. For each Surveillance Camera Project request, the CITY (or contractor or subcontractor on its behalf) shall submit all documents required by SHA, including but not limited to details on the type(s) and/or model of the Surveillance Camera Unit(s) if they vary from those included in Exhibit 3 and details relating to the power supply for each Surveillance Camera Unit(s) (See Section V). The CITY agrees that no work shall be undertaken on any Surveillance Camera Project without SHA's express written approval of same.

D. Nothing in this MOU shall be construed as creating any obligation upon SHA to provide any additional structure(s) and/or infrastructure beyond that which is already in existence. This includes, but is not limited to, accessories, cables, conduit, cabinets, and/or poles.

i. In the event that additional structure(s) and/or infrastructure is/are determined to be necessary in connection with the Surveillance Camera Project, SHA shall determine, in its sole discretion, if said additional structure(s) and/or infrastructure is approved for construction and/or installation.

ii. In the event that SHA grants its approval for the construction and/or installation of the aforesaid additional structure(s) and/or infrastructure, the CITY shall be responsible for any and all costs associated with same. In the event of assessment of any such costs against the CITY, SHA agrees that it shall promptly issue an invoice to the CITY for same, and the CITY agrees that it shall remit payment in full of the invoiced amount to SHA within thirty (30) days of the date of the invoice.

E. Each Surveillance Camera Project shall be submitted, reviewed, and, if acceptable to SHA, approved individually and independently of any other Surveillance Camera Project. Approval of prior projects shall not guarantee approval of additional Surveillance Camera Projects. The CITY agrees that it shall take no action to expand, modify, or alter any approved Surveillance Camera Project without the express written permission of SHA and any other authority as may be required by law. Routine repairs and maintenance are excluded from this requirement.

F. If SHA approves a Surveillance Camera Project, it will issue a permit to the CITY that includes necessary additional requirements and obligations determined by SHA, in its sole discretion. The CITY agrees that it shall comply with SHA's permitting requirements and conditions.

G. Work performed by the CITY or a CITY contractor or sub-contractor under an SHA permit (including specifically all plans for access to the construction site and movement of vehicles and equipment on the SHA Right-of-Way) shall be: (i) to the extent practicable, coordinated with SHA to coincide with existing lane closures or operational activity; (ii) without cost or expense to SHA; (iii) under the general supervision and subject to the approval of SHA; (iv) subject to SHA inspection at SHA's sole discretion; and (v) subject also to such further reasonable requirements as may from time to time be prescribed by SHA.

IV. ASSESSMENT OF COSTS AND PAYMENT

A. SHA agrees that it will charge the CITY a flat fee of Two Thousand Five Hundred Dollars ($2,500.00) per Location for the costs incurred by SHA under this MOU, not including costs incurred for any additional structure(s) and infrastructure pursuant to Section III.D of this MOU.

i. SHA reserves the right to modify the amount of the aforesaid flat fee provided it complies with the notice requirements contained herein.

B. The CITY agrees to cover the cost of all hardware, parts, and/or tools that are needed for the installation of any portion of the Surveillance Camera System.

C. Within thirty (30) days of the date of the invoice from SHA, the CITY shall remit payment in full of the invoiced amount to SHA.

V. POWER SOURCES

A. Surveillance Camera Units require constant sources of electricity, and sufficient electrical capacity, to operate.

i. Where existing electricity is available at the location of the Surveillance Camera Unit and is sufficient to power both the existing SHA equipment and the Surveillance Camera Unit, the CITY shall only be responsible for securing, providing, and paying for all cables and safety switches. SHA shall be responsible for providing and paying for the electricity supply to the Surveillance Camera Unit.

ii. Where existing electricity is either unavailable or is insufficient to power both the existing SHA facility and the Surveillance Camera Unit, the CITY shall be responsible for securing, providing, and paying for all costs associated with the electrical and/or other power source including but not limited to solar, that may be needed for the installation, operation, and maintenance of the Surveillance Camera Unit.

VI. RELOCATION OR REHABILITATION OF SITE; MITIGATION OF DANGER

A. In the event that SHA determines, in its sole discretion, that any or all of the Surveillance Camera System, or any or all of the individual Surveillance Camera Unit(s) and/or any or all of the additional structure(s) and/or infrastructure constructed or installed pursuant to Section III.D. of this MOU, should need to be removed or relocated, the CITY shall do so at its sole expense, within three (3) months of receipt of written notification of the action required from SHA.

B. In the event that unforeseen circumstances require a speedier removal, the CITY shall perform the removal or relocation as the circumstances may require. Under such unforeseen circumstances, SHA shall notify the CITY as soon as practicable to allow the CITY maximum planning time for an accelerated removal or relocation.

C. No provision of the MOU shall be construed as a limitation upon SHA's absolute right to take whatever action may be deemed necessary to mitigate and/or eliminate any immediate danger posed by any Surveillance Camera Unit to the traveling public as determined by SHA at its sole discretion.

VII. OWNERSHIP OF HARDWARE, MAINTENANCE, AND DECOMMISSIONING

A. Any and all Surveillance Camera Units that are the subject of this MOU shall be owned and shall remain the exclusive property of the CITY, and it shall be responsible for the maintenance of all Surveillance Camera Units. Except as otherwise expressly stated in this MOU, SHA is not permitted to remove, reposition, re-install, tamper with, alter, adjust, or otherwise take possession or control of the Surveillance Camera Units.

B. The CITY shall not alter, change, or swap-out any Surveillance Camera Unit approved by

SHA, or any part thereof without the express written consent of SHA, including but not limited to the use of a system that is not included on Exhibit 2. Any upgrade including but not limited to software update(s) that enhance or otherwise alter the capabilities of the technology that is expressly set forth in Exhibit 3 requires written approval by SHA pursuant to the Notice requirements at Section XII, below.

C. The CITY shall be responsible for maintaining the function of the Surveillance Camera Units and components. The CITY shall notify SHA before undertaking any such maintenance tasks within SHA Right of Way.

D. Any additional structure(s) and/or infrastructure constructed and/or installed pursuant to Section III.D. of this MOU shall be owned by CITY and shall be the exclusive property of the CITY, and the CITY shall be solely responsible for any and all maintenance of same. Said maintenance includes, but is not limited to, periodic structural inspections and any remedial action(s) that should become necessary, e.g., due to acts of nature and/or knockdowns. The CITY shall respond within a reasonable amount of time to perform said remedial actions. Structural inspection reports shall be promptly provided to SHA upon completion of aforesaid inspection(s).

E. The CITY shall be responsible for maintaining the electrical, solar, and/or other power and telecommunications sources and accessories or batteries as deemed or required to operate and maintain the Surveillance Camera Unit(s). Unless expressly stated otherwise in this MOU or agreed to in writing by SHA, the CITY is responsible for all utilities needed for the operation of the Surveillance Camera Unit(s). SHA shall not be liable for any interruptions or failures of utility services in or to the SHA Right-of-Way or to the Surveillance Camera Unit(s).

F. If the CITY or any of its contractors or subcontractors damage any property owned by SHA in the course of installation, maintenance, or repair of any part of the Surveillance Camera Unit(s) and/or components , the CITY agrees that it shall promptly notify SHA in writing (See Section XII) and shall then promptly repair said damage to SHA standards and SHA Standard Operating Procedures which can be provided to SHA upon request. At its sole discretion, SHA may decide to perform any or all repairs to said damage and shall invoice the CITY for same. The CITY agrees to promptly reimburse SHA for the repair.

G. In the event that any Surveillance Camera Unit interferes with the functioning of any SHA equipment, SHA shall promptly notify the CITY of the problem and needed remedial action required by the CITY. However, SHA reserves the right to disconnect any Surveillance Camera Unit(s) as necessary to resolve the interference as determined by SHA.

H. If the CITY decides to decommission and/or cease using any Surveillance Camera Unit(s), the CITY shall promptly notify SHA of its decision and shall promptly thereafter remove any and all obsolete, decommissioned, nonfunctioning and/or unwanted Surveillance Camera Unit(s) and/or other parts including any additional structure(s) and/or infrastructure constructed and/or installed pursuant to Section III.D. of this MOU. Said removal shall be undertaken in accordance with any and all permit requirements. Upon removal of said equipment, any use of SHA Right-of-Way and any other SHA property shall be effectively terminated.

I. The CITY shall restore the SHA Right-Of-Way and all other SHA property to the satisfaction of SHA following termination of this MOU and/or where the Surveillance Camera Unit(s) are decommissioned, removed, or relocated for any reason.

VIII. INSURANCE, DEFENSE, AND RESPONSIBILITY FOR CLAIMS

A. The CITY shall require its contractors and/or sub-contractors performing work under this MOU, an SHA permit, or otherwise constructing, maintaining, or operating a Surveillance Camera Unit(s) to include SHA, MDOT and the State of Maryland as "additional insureds" on all certificates of insurance on which the CITY is contractually required to be included as an additional insured. The "additional insured" coverage requirements for SHA will be the same as for the CITY. All insurance policies evidencing such insurance shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after having provided the CITY and SHA with no less than thirty (30) days prior written notice of pending cancellation.

B. The CITY shall require its contractors and/or sub-contractors performing work under this MOU, an SHA permit, or otherwise constructing, maintaining, or operating Surveillance Camera Unit(s) to indemnify, save harmless, and defend MDOT and SHA (including their employees, agents, and representatives) on the same terms that it is contractually required to indemnify, save harmless, and defend CITY, against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, arising out of or related to this MOU, the construction of work approved by SHA under this MOU or an SHA permit, or otherwise constructing, maintaining, or operating the Surveillance Camera Unit(s).

C. To the extent permitted by law, the CITY shall indemnify, save harmless, and defend MDOT and SHA, their employees, agents and contractors, against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon or asserted against MDOT and SHA, arising out of or related to this MOU, an SHA permit, or the CITY's construction, maintenance, or operation of an ALPR Unit or the ALPR System. This indemnification provision shall not be deemed a waiver of any immunity the CITY may have against any claim.

D. Neither MDOT nor SHA shall be liable or responsible in any manner whatsoever to the CITY, its employees, contractors, agents, representatives, successors, or assigns, for any damage of any nature whatsoever arising from or relating to this MOU or the termination of this MOU. This waiver includes any loss arising out of or relating to the installation, maintenance, or operation of any Surveillance Camera Unit(s), related infrastructure, and/or any data collected, stored, accessed, or used in connection therewith. This waiver does not include any damage based on the negligence or misconduct of MDOT or SHA or their employees, contractors, agents, or representatives

E. The CITY shall be responsible for the prompt payment of its contractors.

IX. TERM

A. The initial term for this MOU shall be three (3) years beginning on the date this MOU has been fully executed by the Parties. This MOU may be renewed by mutual agreement of the Parties for a one-time extension of up to three (3) additional years. Following the aforesaid initial extension, this MOU may be renewed by mutual agreement of the Parties for up to four (4) additional terms of two (2) years each, provided the CITY notifies SHA in writing of its intent to renew at least six (6) months before the end of the then-current term and further provided that SHA agrees to such renewal.

B. SHA reserves the right to terminate this MOU at any time for any reason by providing thirty (30) days written notice pursuant to Section XII below. During the aforementioned thirty (30) day notice period, the CITY shall have the opportunity to cure the basis for the termination, approval, or rejection of same at the sole discretion of SHA.

C. Following termination, the CITY shall be responsible for restoring the SHA Right-of-Way and all other SHA property to the satisfaction of SHA.

D. Following termination, the CITY shall have no interest in any SHA Right-of-Way or any other property of SHA.

X. MODIFICATION

This MOU may be modified at any time, if in writing and signed by all the Parties.

XI. INCORPORATION OF MOU

SHA shall incorporate this MOU by reference into any permits required for the Surveillance Camera Project.

XII. NOTICES

All amendments, notices, requests, agreements, approvals, consents, and other such communication between the parties given or required under this MOU shall be in writing. Any such communication shall be deemed effective for all purposes as of the date the communication is mailed, postage prepaid, by registered or certified mail, return receipt requested, or if given by e-mail, upon the date the e-mail is sent, provided there is no subsequent e-mail notice that there has been a failure to deliver. Notices shall be addressed to the following individuals. as follows:

All notices and/or invoices for City of Aberdeen shall be addressed to:

Patrick McGrady
Mayor
660 N Park Street MD 21101
Phone: 410-272-1600
E-mail: pmcgrady@aberdeenmd.gov

and

Chief Henry G Trabert
Chief of Police
Police Department
60 N. Park St.
Aberdeen, MD 21001
Phone: 410-272-2121
E-mail: htrabert@aberdeenmd.gov

and

Elizabeth H. Thompson
Attorney for Aberdeen
30 Office Street
Bel Air, MD 21014
Phone: 410-879-2222
E-mail: ethompson@starkandkeenan.com

and for SHA:

Cedric Ward, P.E., PTOE
Director, Office of Traffic and Safety
State Highway Administration
7491 Connelley Drive (Building 1)
Hanover, MD 21076
Phone: 410-787-5815
E-mail: cward@mdot.maryland.gov
(or such other persons as may be formally designated to act)

and

Nelson Smith
Statewide Utility Engineer
Office of Construction
7450 Traffic Drive
Hanover, Maryland 21076 (Building 4)
Phone: 443-572-5267
E-mail: nsmith@mdot.maryland.gov
(or such other persons as may be formally designated to act)

and

Kimon Johnson, Traffic Operations Division
Office of Traffic and Safety
State Highway Administration

7491 Connelley Drive (Building 1)
Hanover, MD 21076
Phone: 410-787-7630
E-mail: kjohnson5@mdot.maryland.gov
(or such other persons as may be formally designated to act)

and

SHA Agreements Division
Office of Procurement & Contract Management
707 N. Calvert Street
Mailstop C-405
Baltimore, MD 21202
Phone: 410-545-5547
E-mail: SHAAgreementsTeam@mdot.maryland.gov

XIII. AUTHORITY TO CONTRACT

The parties hereby agree and affirm that the persons executing this MOU on their respective behalf are authorized and empowered to act on behalf of the respective parties. The parties hereby further warrant and affirm that no cause of action challenging the existence, scope, or validity of the MOU shall lie on the ground that the persons signing on behalf of the respective parties were neither authorized nor empowered to do so.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective duly authorized officers on the day and year first above written.

STATE HIGHWAY ADMINISTRATION

WITNESS

Andre Futrell Date
Deputy Administrator – District Operations

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Robert Norman Daniels
Assistant Attorney General

RECOMMENDED FOR APPROVAL:

Mark Crampton
District Engineer-D1

Joyce Feddiman
Director
Office of Finance

By: _____
Patrick McGrady
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Elizabeth H. Thompson
City of Aberdeen Attorney

RECOMMENDED FOR APPROVAL:

Henry G. Trabert
Chief of Police

Exhibit 1 – SOPs

Exhibit 2 – List of all EXISTING and PLANNED Surveillance Camera Unit(s) and the location of each

Exhibit 3 – Spec Sheets/Tech

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:

SEAL:

Elizabeth G. Ward, City Clerk

Date October 26, 2026