



CITY COUNCIL AGENDA

**Municipal Building
Monday, March 25, 2019
8:00 PM**

I. ORGANIZATION

1. Call to Order
2. Roll Call
3. Meditation and Pledge of Allegiance to the Flag
4. Consent Agenda - Approval of Staff Recommendations
Suggested Action: (Items on the Consent Agenda [marked by *] will be approved as recommended by staff, subject to removal from the Consent Agenda by Council.)
5. Approval of Agenda and Additions

II. COMMUNICATIONS

6. Presentations
Suggested Action:
 - 6a. National Colorectal Cancer Awareness Month Proclamation
 - 6b. ACE Educators Awards Ceremony
 - 6c. NASA Goddard Space Flight Center Master Plan
 - 6d. Arbor Day Proclamation
 - 6e. Proposed FY 2020 City Budget
- 6a. National Colorectal Cancer Awareness Month Proclamation
Suggested Action:

Mayor Jordan will present a proclamation declaring March as National Colorectal Awareness month. Mini'imah Wilson, Program Coordinator with Doctor's Community Hospital will be present to accept the proclamation and provide information on upcoming screenings and community events.

Colorectal Cancer Awareness Month

6b. ACE Educators Awards Ceremony

Suggested Action:

Janet Mirsky and Melinda Brady, members of the Advisory Committee on Education (ACE), will introduce the 2019 ACE Educator Award recipients from the seven Greenbelt schools. Council will present each recipient with a certificate. County Council Chair Todd Turner and School Board Representative Joshua Thomas will be present. State Senator Paul Pinsky and State Delegates Anne Healey, Tawanna Gaines, and Alonzo Washington are not able to attend this evening. The 2019 award recipients are:

Jasmine Giddings – Springhill Lake Elementary
Ayla Slonaker – Greenbelt Elementary
Lauren Dustin – Magnolia Elementary
Patrick Gleason – Eleanor Roosevelt High School
Jennifer Acree – Dora Kennedy French Immersion
Nina Honore – Turning Point Academy
Manuela Pagunsan – Greenbelt Middle School

6c. NASA Goddard Space Flight Center Master Plan

Suggested Action: Tonight, NASA representatives, Nancy Abell, Associate Director; Ray Rubilotta, Operations Director and Phillina Tookes, Government and Community Relations Manager, will make a presentation to Council on the NASA Goddard Space Flight Center Master Plan.

6d. Arbor Day Proclamation

Suggested Action: In keeping with its designation as a “Tree City USA,” Greenbelt issues a proclamation annually in recognition of Arbor Day. This year, Arbor Day will be celebrated on Saturday, March 30. Brian Townsend, the City’s Arborist, and Charles Jackman, Chair of the Advisory Committee on Trees, will be present to accept the proclamation and give an overview of this year’s Arbor Day plans.

[ArborDay19 proc.pdf](#)

6e. Proposed FY 2020 City Budget

Suggested Action: The City Manager will present her proposed budget for Fiscal Year 2020, which begins July 1, 2019, and ends June 30, 2020.

7. Petitions and Requests

Suggested Action: (Petitions received at the meeting will not be acted upon by the City Council at this meeting unless Council waives its Standing Rules.)

8. Minutes of Council Meetings

9. Administrative Reports

[WSSC Lastner RidgeTreesMarked.pdf](#)

*10. *Committee Reports

*10a. * Advisory Planning Board (APB) Report (Establishment of Pedestrian and Bicycle Subcommittee)

Suggested Action: It is recommended Council accept this report.

[Advisory Planning Board Report 2019-02.docx](#)

III. LEGISLATION

11. A Resolution to Negotiate the Purchase and Installation of HVAC Equipment at the Greenbelt Theater
- 2nd Reading

Suggested Action:

Reference:

Resolution

Memorandum, J. Sterling, 03/03/2019

Request for Proposals, Old Greenbelt Theatre Mechanical Renovation dated December 2018

Pre-Proposal Meeting Sign-in Sheet

In 2015, a major renovation of the Greenbelt Theater was completed which excluded the replacement of the HVAC system for the auditorium. In fiscal year 2018 (FY18) funds were allocated for the design of the HVAC of the auditorium and in this fiscal year monies were allocated to start the Greenbelt Theater HVAC and Roof Replacement Project.

The HVAC equipment at the Greenbelt Theater is past its life expectancy and in need of replacement. Mendoza, Ribas, Farinas and Associates (MRFA) has prepared bid documents which include detailed drawings and specifications for the equipment replacement. Extensive research and design has gone into replacing the HVAC equipment with regards to energy efficiency, code compliance and sound attenuation.

A Request for Proposal (RFP) dated December 2018, was created and issued in January of 2019. In the RFP a mandatory pre-proposal meeting was required and scheduled for January 24, 2019. Five contractors attended the mandatory meeting. The meeting provided an opportunity for contractors to review building conditions, examine the scope of work, and to ask questions. The Mechanical Engineer and City Staff were in attendance as well. Attached are the sign-in sheet and the RFP that was issued for the project. Only three out of the five contractors who attended the pre-proposal meeting submitted proposals.

The new equipment will be two (2) packaged 12.5 ton roof top units (RTU's). All of the equipment that is used to heat and cool the auditorium will be contained in these two units and they will be on the roof. The Maryland Historic Trust has approved the conceptual design and appearance. The HVAC project will be done concurrently with the roof replacement project, projection screen replacement and seat replacement and is anticipated that the Theater will be closed for 120 days.

Three responses were received to the RFP ranging from a low bid of \$366,098 to a high bid of \$512,286. The two lowest contractors were contacted; both Densel Company (\$366,098) and Adrian L. Merton Inc. (\$394,206) were asked to provide best and final offers. The best and final offers confirmed pricing, product availability, and project milestone completion. Both companies met all the requirements of the RFP and received positive recommendations from previous clients.

Included in Council's packet is a memorandum from James Sterling, Director of Public Works, detailing the RFP, the scope of the work and the proposal review process. Staff is recommending the Theater HVAC project be awarded to Densel Company at a price of \$366,098.

Ms. Davis introduced this resolution on March 11. It is recommended the resolution be introduced for second reading and adoption tonight.

[Resolution](#)

[Memorandum, J. Sterling, 03/03/2019](#)

[Old_Greenbelt_Theater_Mechanical_Renovation_RFP.pdf](#)

[Pre-proposal meeting sign-in sheet.pdf](#)

IV. OTHER BUSINESS

12. New Zealand Mosque Mass Shooting Letter

Suggested Action:

Reference: Message of Support

Mayor Jordan requested that this item be included on the agenda.

[Message of Support.pdf](#)

13. Veteran Affairs Outpatient Clinic Follow-up

Suggested Action: Mayor Jordan requested that this item be included on the agenda.

14. State Legislation

Suggested Action: Reference:

HB 716

HB 716 - Protection of Information - Maryland Data Privacy Act

This bill would mandate that all units of State government comply with certain standards and guidelines regarding personally identifiable information. Protection of such data is laudable. However, this bill could have a significant cost impact to local governments. Based on a March 22 conference call, it now appears the bill will be amended so local governments are not impacted.

Council direction is sought.

[HB 716.pdf](#)

15. * Community Center – Greenbelt Arts Center Lease (Costume Shoppe)

Suggested Action:

Reference: Lease

The Greenbelt Community Center leases use of space at the facility to a number of tenants.

The annual lease the City holds with the Greenbelt Arts Center for the Costume Shoppe located on the ground floor of the facility is due for renewal May 1, 2019.

Included in Council's packet is a copy of the Lease Agreement for review. The Lease

Agreement was reviewed by the City Solicitor. In accordance with the terms of the prior Lease Agreement, the rental fee has been increased by 2.1% based on the 2018 Consumer Price Index (CPI). It is recommended the lease agreement be approved.

Approval of this item on the consent agenda will indicate Council's approval of the lease agreement

[GA Center lease 2019 proposed.pdf](#)

16. * Reappointment to Advisory Group

Suggested Action:

Reference: Reappointment Survey

Michael Hartman has indicated his willingness to continue to serve on Greenbelt Advisory Committee on Environmental Sustainability (Green ACES).

Approval of this item on the consent agenda will indicate Council's intent to appoint Mr. Hartman to a new term on Green ACES.

[M. Hartman.pdf](#)

17. Council Activities

18. Council Reports

V. MEETINGS

19. Meetings
[meetings.pdf](#)

20. Stakeholders
[Stakeholder Schedule.pdf](#)

- 21. Greenbelt Schools for Greenbelt Kids** - *Mr. Byrd requested this item be included on the agenda.*

City Council Agenda Item Report

Meeting Date: March 25, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Presentations

Agenda Section:

Subject:

Presentations

Suggested Action:

- 6a. National Colorectal Cancer Awareness Month Proclamation
- 6b. ACE Educators Awards Ceremony
- 6c. NASA Goddard Space Flight Center Master Plan
- 6d. Arbor Day Proclamation
- 6e. Proposed FY 2020 City Budget

Attachments:

City Council Agenda Item Report

Meeting Date: March 25, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Proclamation

Agenda Section:

Subject:

National Colorectal Cancer Awareness Month Proclamation

Suggested Action:

Mayor Jordan will present a proclamation declaring March as National Colorectal Awareness month. Mini'imah Wilson, Program Coordinator with Doctor's Community Hospital will be present to accept the proclamation and provide information on upcoming screenings and community events.

Attachments:

[Colorectal Cancer Awareness Month](#)

PROCLAMATION

WHEREAS, colorectal cancer is the second-leading cause of cancer deaths in the U.S. among men and women combined; and,

WHEREAS, one in twenty men and one in twenty-four women will be diagnosed with colorectal cancer in their lifetimes; and,

WHEREAS, there are now more than one million survivors of colorectal cancer in the United States; and

WHEREAS, the national goal established by the National Colorectal Cancer Roundtable is 80 percent of Americans ages 50 and older be screened in every community; and

WHEREAS, if the majority of people in the United States age 50 or older were screened regularly for colorectal cancer, half of all cases could be prevented; and

WHEREAS, it's critical that all people, of all ages, know the signs and symptoms of the disease; and

WHEREAS, observing a Colorectal Cancer Awareness Month during the month of March provides a special opportunity to offer education on the importance of early detection and screening.

NOW, THEREFORE, I, Emmett V. Jordan, by the authority vested in me by the citizens and City Council of Greenbelt, do hereby proclaim the month of March designated as

COLORECTAL CANCER AWARENESS MONTH

in Greenbelt and urge all our residents to learn more about this disease and to take advantage of local screening opportunities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 25th day of March 2019.

EMMETT V. JORDAN
Mayor

ATTEST:

Bonita Anderson, City Clerk

City Council Agenda Item Report

Meeting Date: March 25, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Presentations

Agenda Section:

Subject:

ACE Educators Awards Ceremony

Suggested Action:

Janet Mirsky and Melinda Brady, members of the Advisory Committee on Education (ACE), will introduce the 2019 ACE Educator Award recipients from the seven Greenbelt schools. Council will present each recipient with a certificate. County Council Chair Todd Turner and School Board Representative Joshua Thomas will be present. State Senator Paul Pinsky and State Delegates Anne Healey, Tawanna Gaines, and Alonzo Washington are not able to attend this evening. The 2019 award recipients are:

Jasmine Giddings – Springhill Lake Elementary

Ayla Slonaker – Greenbelt Elementary

Lauren Dustin – Magnolia Elementary

Patrick Gleason – Eleanor Roosevelt High School

Jennifer Acree – Dora Kennedy French Immersion

Nina Honore – Turning Point Academy

Manuela Pagunsan – Greenbelt Middle School

Attachments:

City Council Agenda Item Report

Meeting Date: March 25, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Presentations

Agenda Section:

Subject:

NASA Goddard Space Flight Center Master Plan

Suggested Action:

Tonight, NASA representatives, Nancy Abell, Associate Director; Ray Rubilotta, Operations Director and Phillina Tookes, Government and Community Relations Manager, will make a presentation to Council on the NASA Goddard Space Flight Center Master Plan.

Attachments:

City Council Agenda Item Report

Meeting Date: March 25, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Proclamation

Agenda Section:

Subject:

Arbor Day Proclamation

Suggested Action:

In keeping with its designation as a "Tree City USA," Greenbelt issues a proclamation annually in recognition of Arbor Day. This year, Arbor Day will be celebrated on Saturday, March 30. Brian Townsend, the City's Arborist, and Charles Jackman, Chair of the Advisory Committee on Trees, will be present to accept the proclamation and give an overview of this year's Arbor Day plans.

Attachments:

[ArborDay19 proc.pdf](#)

PROCLAMATION

WHEREAS, Arbor Day was first celebrated in the state of Nebraska in 1872 in response to a state proclamation urging settlers and homesteaders to plant trees to provide "shade, shelter, fruit, fuel and beauty" for residents of the largely treeless plains; and

WHEREAS, on that first Arbor Day, more than one million trees were planted in Nebraska's communities and on its farms; and

WHEREAS, trees support our lives by providing us with paper, food for our tables and wood for our homes; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees in Greenbelt increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, Greenbelt is recognized as a Tree City USA by the National Arbor Day Foundation and is pledged to continuing its tree-planting and tree-care practices, as well as its policy of preserving green space and forests to enhance its historic "Green Belt"; and

WHEREAS, to those ends, the City, in 2000, established an Advisory Committee on Trees to study, investigate and advise Council on matters related to the City's tree resources; in 2003, established a Greenbelt Forest Preserve; in 2007, established a Forest Preserve Advisory Board to monitor its management and maintenance; and in 2010 joined the Baltimore Washington Partnership for Forest Stewardship.

NOW THEREFORE, I, Emmett V. Jordan, by the authority vested in me by the citizens and City Council of Greenbelt, do hereby proclaim Saturday, March 30th to be

ARBOR DAY

in Greenbelt and urge all our residents to support efforts to protect our trees which are a connection to our past, a pledge to our future generations, and a continuing source of joy and spiritual renewal for all our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 25th day of March 2019.

EMMETT V. JORDAN, Mayor

ATTEST: Bonita Anderson, City Clerk

City Council Agenda Item Report

Meeting Date: March 25, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Presentations

Agenda Section:

Subject:

Proposed FY 2020 City Budget

Suggested Action:

The City Manager will present her proposed budget for Fiscal Year 2020, which begins July 1, 2019, and ends June 30, 2020.

Attachments:

City Council Agenda Item Report

Meeting Date: March 25, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: COMMUNICATIONS

Agenda Section:

Subject:

Administrative Reports

Suggested Action:

Attachments:

[WSSC Lastner RidgeTreesMarked.pdf](#)

WSSC Lastner Ridge

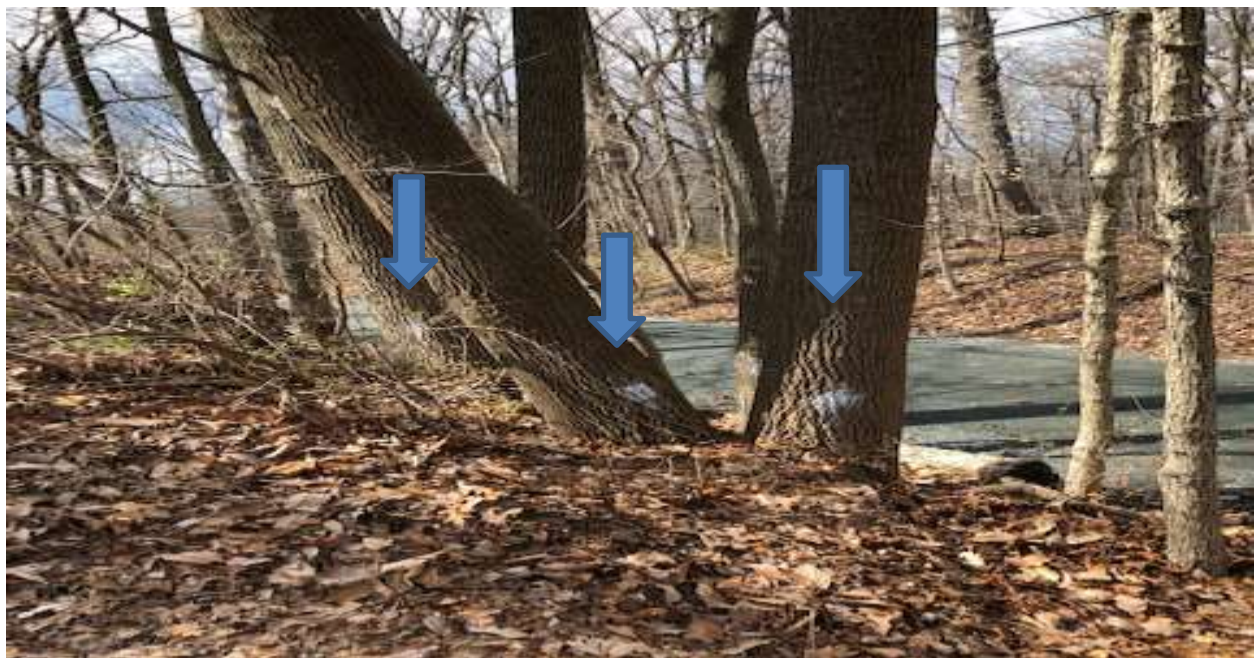
Looking into project Ridge Rd.



Property Marker



Tree Marked As Removals





Ridge Rd. Bottom of Hill

Looking Into Project



Trees Marked As Removal



239 Lastner Lane

Tree Marked As Removal



City Council Agenda Item Report

Meeting Date: March 25, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Board and Committee Reports

Agenda Section:

Subject:

*Committee Reports

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: March 25, 2019

Submitted by: Molly Porter

Submitting Department: Planning

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

* Advisory Planning Board (APB) Report (Establishment of Pedestrian and Bicycle Subcommittee)

Suggested Action:

It is recommended Council accept this report.

Attachments:

[Advisory Planning Board Report 2019-02.docx](#)

**ADVISORY PLANNING BOARD
REPORT TO COUNCIL**

**REPORT NO. 2019-02
Date: 3/11/2019**

**SUBJECT: Establishment of Pedestrian and Bicycle Subcommittee under Advisory
Planning Board**

PURPOSE: Establishment of Pedestrian and Bicycle Subcommittee to provide assistance to APB on pedestrian and bicycle issues in the City of Greenbelt. The subcommittee will assist APB in carrying out the City's Pedestrian and Bicycle Master Plan

GUIDELINES FOR THE SUBCOMMITTEE:

Frequency of Subcommittee Meeting – Monthly except July-August (Notice of Meeting must be published in the Greenbelt News Review (prior week)).

Number of members – 7 (plus one non-voting ex-officio member from APB (chair or designee))

Officers of subcommittee – Chair and Vice-Chair (to be elected annually)

APB will provide a slot for report from Pedestrian and Bicycle Subcommittee on its monthly meeting agenda (normally 5-10 minutes). Upon prior request, length of that segment can be expanded.

Subcommittee approved minutes must be provided after the following meeting. APB will forward to City Staff for required public posting

If the subcommittee has an item for City Council action, it must be submitted to APB in the proper format for presentation to APB and in standard report form for City Council. (Template will be provided for subcommittee)

Establishing the Pedestrian and Bicycle Subcommittee under the Advisory Planning Board passed by a vote of 6 to 0.

Respectfully submitted,

Keith Chernikoff
Chair

City Council Agenda Item Report

Meeting Date: March 25, 2019

Submitted by: Bonita Anderson

Submitting Department: Public Works

Item Type: LEGISLATION

Agenda Section:

Subject:

A Resolution to Negotiate the Purchase and Installation of HVAC Equipment at the Greenbelt Theater
- 2nd Reading

Suggested Action:

Reference:

Resolution

Memorandum, J. Sterling, 03/03/2019

Request for Proposals, Old Greenbelt Theatre Mechanical Renovation dated December 2018

Pre-Proposal Meeting Sign-in Sheet

In 2015, a major renovation of the Greenbelt Theater was completed which excluded the replacement of the HVAC system for the auditorium. In fiscal year 2018 (FY18) funds were allocated for the design of the HVAC of the auditorium and in this fiscal year monies were allocated to start the Greenbelt Theater HVAC and Roof Replacement Project.

The HVAC equipment at the Greenbelt Theater is past its life expectancy and in need of replacement. Mendoza, Ribas, Farinas and Associates (MRFA) has prepared bid documents which include detailed drawings and specifications for the equipment replacement. Extensive research and design has gone into replacing the HVAC equipment with regards to energy efficiency, code compliance and sound attenuation.

A Request for Proposal (RFP) dated December 2018, was created and issued in January of 2019. In the RFP a mandatory pre-proposal meeting was required and scheduled for January 24, 2019. Five contractors attended the mandatory meeting. The meeting provided an opportunity for contractors to review building conditions, examine the scope of work, and to ask questions. The Mechanical Engineer and City Staff were in attendance as well. Attached are the sign-in sheet and the RFP that was issued for the project. Only three out of the five contractors who attended the pre-proposal meeting submitted proposals.

The new equipment will be two (2) packaged 12.5 ton roof top units (RTU's). All of the equipment that is used to heat and cool the auditorium will be contained in these two units and they will be on the roof. The Maryland Historic Trust has approved the conceptual design and appearance. The HVAC project will be done concurrently with the roof replacement project, projection screen replacement and seat replacement and is anticipated that the Theater will be closed for 120 days.

Three responses were received to the RFP ranging from a low bid of \$366,098 to a high bid of \$512,286. The two lowest contractors were contacted; both Densel Company (\$366,098) and Adrian L. Merton Inc. (\$394,206) were asked to provide best and final offers. The best and final offers confirmed pricing, product availability, and

project milestone completion. Both companies met all the requirements of the RFP and received positive recommendations from previous clients.

Included in Council's packet is a memorandum from James Sterling, Director of Public Works, detailing the RFP, the scope of the work and the proposal review process. Staff is recommending the Theater HVAC project be awarded to Densel Company at a price of \$366,098.

Ms. Davis introduced this resolution on March 11. It is recommended the resolution be introduced for second reading and adoption tonight.

Attachments:

[Resolution](#)

[Memorandum, J. Sterling, 03/03/2019](#)

[Old_Greenbelt_Theater_Mechanical_Renovation_RFP.pdf](#)

[Pre-proposal meeting sign-in sheet.pdf](#)

Introduced: Ms. Davis
1st Reading: March 11, 2019
Passed:
Posted:
Effective:

RESOLUTION NUMBER XXXX

A RESOLUTION TO AUTHORIZE THE PURCHASE AND INSTALLATION OF HVAC EQUIPMENT AT THE GREENBELT THEATER FROM DENSEL COMPANY AT A COST OF \$366,098

WHEREAS, the HVAC equipment at the Greenbelt Theater has exceeded the normal serviceable life; and

WHEREAS, a Request for Proposals was issued for the replacement of the HVAC equipment at the Greenbelt Theater and

WHEREAS, three proposals were received and evaluated by City staff; and

WHEREAS, the proposal submitted from Densel Company meets the City's requirements for best value and lowest cost; and

WHEREAS, the FY 2019 and FY2020 budget includes \$366,098 for the Greenbelt Theater HVAC project; NOW, THEREFORE

BE IT RESOLVED by the Council of the City of Greenbelt, Maryland that the City Manager be authorized to contract with Densel Company for the purchase and installation of HVAC equipment at the Greenbelt Theater for a cost of \$366,098.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of

Emmett V. Jordan, Mayor

ATTEST:

Bonita Anderson, City Clerk

CITY OF GREENBELT
Department of Public Works
555 Crescent Road • Greenbelt, Maryland 20770
301.474.8004

M E M O R A N D U M

Date: March 3, 2019
To: Nicole Ard, City Manager
From: James Sterling, Director of Public Works
Regarding: Greenbelt Theater HVAC Replacement

Background

In 2015, a major renovation of the Greenbelt Theater was completed which excluded the replacement of the HVAC system for the auditorium. In fiscal year 2018 (FY18) funds were allocated for the design of the HVAC for the auditorium. This fiscal year monies were allocated to start the Greenbelt Theater HVAC and Roof Replacement Project.

Mendoza, Ribas, Farinas and Associates (MRFA) prepared bid documents which included detailed drawings and specifications for the project. Part of the bid documents also included structural drawings prepared by Field and Tung Structural Engineers. These drawings and specifications were previously provided to the Council as part of a regular Council meeting on January 14, 2019.

A Request for Proposal (RFP) called the “Old Greenbelt Theatre Mechanical Renovation” dated December 2018 was developed. The RFP sought contractors who were capable of performing the described scope of work as shown in the plans and specifications. The work included the removal of the existing HVAC equipment and the installation of the new HVAC equipment. In the RFP a mandatory pre-proposal meeting was also required and scheduled for January 24, 2019. Five contractors attended the mandatory meeting. The meeting provided an opportunity for contractors to review building conditions, examine the scope of work, and to ask questions. The Mechanical Engineer and City Staff were in attendance as well. Attached are the sign-in sheet and the RFP that was issued for the project. Only three out of the five contractors who attended the pre-proposal meeting submitted proposals.

Project Details

Currently, the existing HVAC system is a split system that has equipment located in three separate areas in the basement and on the roof. The new equipment will be two (2) packaged 12.5 ton roof top units (RTU's). All the equipment that is used to heat and cool the auditorium will be contained in these two units and located on the roof. The Maryland Historic Trust has approved the conceptual design and appearance. The HVAC project will be done concurrently with the roof replacement project, projection screen and seat replacement, and it is anticipated that the Theater will be closed for 120 days.

Inside the Theater space there will be no noticeable changes resulting from the HVAC work. The new ductwork will go back in the same location directly above the architectural feature that is in the center of the Theater. Extensive research and design was conducted by MRFA to ensure the ductwork design and sound lining will produce code compliant heating and cooling with little to no sound attenuation. The installation of the ductwork will require four (4) penetrations in the roof assembly. A structural engineer was engaged to provide stamped/certified structural drawings to verify loads and maintain the structural integrity of the superstructure.

The work in the Theater auditorium will require that the existing seats be removed. City staff will be removing the existing seats, so the contractor can install scaffolding to begin work. The architectural feature that hides the ductwork will be partially removed so the existing ductwork can be removed and the new ductwork installed. The sound tiles on the architectural feature will be removed in its entirety and new acoustic tiles will be purchased by the City and installed by the contractor once the ductwork and architectural feature is rebuilt.

The new RTU's will have WiFi programmable thermostats and wall mounted CO2 and humidity sensors with unoccupied settings for both winter and summer. These are only a few of the options and settings that will help improve energy efficiency at the Theater. These and other features will be accessible via a smart phone or computer. Included in the contractor's pricing is a two (2) year warranty with twenty-four (24) hour service.

Pricing

Below are the results of the RFP pricing proposals:

Greenbelt Theater HVAC Replacement Project Proposal Results for February 15, 2019 Deadline			
	Shapiro & Duncan Inc.	Densel Company	Adrian L. Merton Inc.
HVAC Replacement Cost	\$512,286.00	\$366,098.00	394,206.00

Analysis of Proposals

MRFA and Staff carefully reviewed the proposals and discussed additional ways to ensure completion milestones. Staff met with the Densel Company on March 5, 2019, to review project details, scope of work, and schedule. Staff was impressed with Densel Company's attention to detail and commitment to completion milestones.

Densel Company's proposal was determined to be the best value and lowest proposal price.

Recommendation

Staff recommends the City negotiate the purchase and installation of HVAC Equipment at the Greenbelt Theater with Densel Company, 7640-A, Airpark Road, Gaithersburg, MD 20879, for \$366,098.

Old Greenbelt Theater Mechanical Renovation

c/o Mendoza, Ribas, Farinas & Associates
6265 Executive Blvd., Rockville, MD 20852
301-468-8882; wmendoza@mrf-a.com



REQUEST FOR PROPOSALS

**The Old Greenbelt Theatre
Mechanical Renovation
129 Centerway Drive, Greenbelt, MD, 20770
December 2018**

Proposal Deadline: Friday, 15-February-2019 at 3:00 P.M.

Overview

The City of Greenbelt, Maryland, is seeking proposals for a contractor who has demonstrated abilities to perform the attached Scope of Work. All applicable Federal, State, and local laws, ordinances and regulations must be adhered to.

Contractors submitting a proposal should review the procurement requirements listed. Specifically, the contractor selected will be required to:

- Execute a contract with the City of Greenbelt;
- Attend a pre-construction meeting where City staff will review regulations and other City requirements;
- Complete certain forms and certifications;
- Maintain General Liability Insurance (\$1,000,000 minimum), Workers Compensation Insurance (\$500,000), business automobile liability (\$1,000,000) and furnish proof of such insurance;
- Post a performance and payment bond for 100% of the contract amount to cover faithful performance of and/or payment of the contract.

Any contractor who is the recipient of City funds, or who proposes to perform any work or furnish any goods under this agreement, shall not discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veteran status, physical or mental disability or perceived disability, or

other criteria protected by law. Discriminatory practices based on the foregoing are declared to be contrary to the public policy of the City. The City of Greenbelt complies with all Equal Employment Opportunity requirements.

The City of Greenbelt does not discriminate on the basis of disability in the admission of, or employment in, its programs, activities or services. Minority and women owned businesses, as well as contractors located in Greenbelt or Prince George's County, are encouraged to submit proposals.

Unless otherwise provided in the contract, the contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for proper execution and completion of the contract.

Selection of Contractor

The City will review all proposal submittals, and if deemed to be in the best interest of the City of Greenbelt, a contractor will be chosen. The City reserves the right to reject any and all proposals at its sole discretion. The City will determine final scope and project components, based on funding availability.

The contractor selected will be required to submit a Certificate of Insurance naming the City of Greenbelt as an additional insured, which will be reviewed by the City Manager's Office. The contractor will also be required to post a performance and payment bond for 100% of the contract amount to cover faithful performance and/or payment of the contract.

A contract will then be negotiated between the contractor and the City of Greenbelt, with each agreeing to the terms of the contract and affixing authorized signatures. The contractor will be required to complete all forms and certifications required by the City, State and Federal governments.

Living Wage Requirement

Prince George's County approved a Living Wage rule in 2003 and the State of Maryland and the City of Greenbelt approved one in 2007. All contractors are encouraged to pay a living wage.

Any vendor that has a contract(s) valued at \$50,000 or more with the City shall also be required to pay a Living Wage in accord with State law. The contractor is responsible to check with the State Division of Labor and Industry, or other appropriate agency, to determine the appropriate wage rate.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area.

Proposal Requirements and Examination of Specifications

The contractor is required to thoroughly examine the proposal requirements, drawings and specifications for the work contemplated, and it will be assumed that the contractor has investigated and is satisfied as to the requirements of the specifications and special provisions. It is mutually agreed that submission of a bid shall be considered prima facie evidence that the bidder has made such examination.

Before submitting the proposal, the contractor shall study all the specifications and visit the site of the work to become familiar with the working conditions and the exact nature and extent of the work, taking into account any special or unusual features peculiar to this project.

There will be a mandatory pre-proposal meeting on **Thursday, 24-January-2019, at 10:00 A.M.** at the **Old Greenbelt Theatre, 129 Centerway Drive, Greenbelt, MD 20770** to discuss the r project, including viewing existing conditions, specifications, proposal requirements and to answer questions.

Proposals will be accepted in both hard copy and or electronic format:

- Hard Copy: City of Greenbelt Finance Department
25 Crescent Road
Greenbelt, MD 20770

Ref.: Greenbelt Theater HVAC Project

- Electronic: bkim@greenbeltmd.gov

BID FORM

PROJECT: OLD GREENBELT THEATER – INSTALLATION OF NEW ROOFTOP HVAC UNITS

LOCATION: 129 Centerway Drive, Greenbelt, Maryland 20770

CONTRACTOR: _____

DATE: _____

TIME: _____

TO: Mendoza, Ribas, Farinas & Associates, on behalf of Old Greenbelt Theatre

Pursuant to and in compliance with the Proposed Contract Documents dated _____, as prepared by Mendoza, Ribas, Farinas and Associates relating to the above referenced work, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents, building code requirements and other conditions affecting the performance and costs of all work in connection with the subject Bid, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated in, in strict accordance with the proposed Contract Documents and addenda thereto, for the following sum of money:

Equipment & Material \$ _____

Labor \$ _____

TOTAL

\$_____

- A. The cost of a Performance Bond, and a Labor and Material Payment Bond are, if required, will be 100% percent of the Contract Sum. \$_____
- B. Final contract price will be adjusted at the completion of Work to give Owner credit for any unused quantities of unit priced items. Credit shall be given at the same unit prices quoted above. Any additional quantities required, over and above quantities stated in this Proposal, will be added to the Contract by change order, at unit prices quoted above.

If awarded this Contract, Contractor will prepare AIA Agreement for review and approval by Owner for execution by all parties, submit proof of insurance coverage with the Owner for the entire Work as per the Contract Documents within ten (10) days after the notice of award. It is agreed that this Proposal is subject to the Owner's acceptance for a period of ninety (90) days from the date of the bid opening.

The undersigned fully understands that the bids submitted include the use of qualified installers, at no additional cost to Owner.

EXTRA WORK

The undersigned agrees that should any change in the Work or extra Work be ordered, the allowance for overhead and profit combined shall be as scheduled below. The following applicable percentages shall be added to the extra Work cost as defined by Article 7 of the General Conditions.

- A. Allowance to the Contractor for overhead and profit for extra Work provided by his own forces 10%.
- B. Allowance to the Contractor for overhead and profit for extra Work provided by a subcontractor and supervised by the Contractor 5%.
- C. The undersigned agrees to the following:
1. To furnish all labor and materials as shown and specified.
 2. Will substantially complete the Base Bid scope of work in 120 days consecutive working days from the date of commencement.
 3. To start work in 10 days after receipt of a written notice to proceed.
- D. Identify subcontractors and their specialty:

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive formalities and that bids are good for sixty (60) days from date bids are due.

Bidder Name: _____

BY: _____

Signature

Name (Printed), Title

(SEAL IF BIDDER IS CORPORATION)



City of Greenbelt
Department of Public Works
555 Crescent Road, Greenbelt, MD 20770

SIGN-IN SHEET

NAME	COMPANY	TELEPHONE	EMAIL
Mr. Jim Sterling	City of Greenbelt – Director of Public Works		
Mr. Tim Houchens	City of Greenbelt – Facilities Maintenance Manager		
Mr. Brian Kim	City of Greenbelt – Assistant Director of Public Works		
WALTER MENDOZA	MENDOZA RIBAS		
Edgar Valladares	Shapiro & Duncan.		
Jerry Thomas	Dewesell Co		
Alex Kougiannos	Supreme Air		
James Marshall	Supreme Air		
BRYAN E. AUSTIN	DEUSSEL COMPANY		
JESSE MHOON	A.L. MERTON INC		



City of Greenbelt
Department of Public Works
555 Crescent Road. Greenbelt. MD 20770

SIGN-IN SHEET

NAME	COMPANY	TELEPHONE	EMAIL
Joel Brown	BIRCKHEAD ELECTRIC, INC.		
Clay Poling	L.P. HEATING + A/C		
Matt Morningstar	L.P. Heating + A/C		

Thursday, January 24, 2019 -10:00 AM

City Council Agenda Item Report

Meeting Date: March 25, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

New Zealand Mosque Mass Shooting Letter

Suggested Action:

Reference: Message of Support

Mayor Jordan requested that this item be included on the agenda.

Attachments:

[Message of Support.pdf](#)

March 21st, 2019

To the leadership of the _____,

On behalf of the City of Greenbelt Council we wish to extend to you our support in these troubled times. Through this letter I am reaching out to you today to assure you that the women and men of the Greenbelt City Police Department remain ever vigilant and ready to assist you and your members should any crime of mass violence be attempted or perpetrated against your membership. While your Center is located outside of the City of Greenbelt and therefore not within our normal patrol and service jurisdiction, upon a call for assistance from the Prince George's County Police Department our City Police Department will not hesitate in joining with the County's Police Department and immediately respond to your Center in your time of need. Please be confident that when called upon, the Greenbelt City Police Department will quickly bring to bear every resource at our disposal to assist in any and all ways possible in order to protect the worshipers of _____ to the very best of our ability.

Should you have any questions or wish to speak with me further regarding this matter, please do not hesitate to contact me anytime. Thank you.

Sincerely,

Emmitt Jordan
Mayor

City Council Agenda Item Report

Meeting Date: March 25, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Veteran Affairs Outpatient Clinic Follow-up

Suggested Action:

Mayor Jordan requested that this item be included on the agenda.

Attachments:

City Council Agenda Item Report

Meeting Date: March 25, 2019

Submitted by: David Moran

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

State Legislation

Suggested Action:

Reference:

HB 716

HB 716 - Protection of Information - Maryland Data Privacy Act

This bill would mandate that all units of State government comply with certain standards and guidelines regarding personally identifiable information. Protection of such data is laudable. However, this bill could have a significant cost impact to local governments. Based on a March 22 conference call, it now appears the bill will be amended so local governments are not impacted.

Council direction is sought.

Attachments:

[HB 716.pdf](#)

HOUSE BILL 716

P1

9lr0130

By: **Chair, Health and Government Operations Committee (By Request – Departmental – Information Technology)**

Introduced and read first time: February 7, 2019

Assigned to: Health and Government Operations

Committee Report: Favorable with amendments

House action: Adopted

Read second time: March 13, 2019

CHAPTER _____

1 AN ACT concerning

2 **State Government – Protection of Information – Revisions**
3 **(Maryland Data Privacy Act)**

4 FOR the purpose of requiring certain units of State government to comply with certain
5 standards and guidelines to ensure that the security of all information systems and
6 applications are managed through a certain framework; requiring certain units of
7 State government to undertake activities comprising collection, processing, and
8 sharing of personally identifiable information in good faith and in accordance with a
9 certain provision of this Act; requiring the units to identify and document certain
10 legal authority, describe a certain purpose and make certain notifications, adopt a
11 certain privacy governance and risk management program, implement certain
12 security measures, establish certain privacy requirements and incorporate the
13 requirements into certain agreements, take certain steps, implement certain
14 processes, and establish certain notice provisions; requiring the units to advise
15 certain individuals whether certain information is required to be provided by law or
16 whether the provision is voluntary and subject to certain discretion; requiring the
17 units to provide an individual with certain means to access certain information and
18 certain third parties; requiring the units to include certain means in certain notices
19 and provide certain notices to individuals at or before the point of sharing personally
20 identifiable information; requiring the units to provide an individual with a certain
21 process and the means to opt out of sharing information with third parties under
22 certain circumstances; establishing that certain provisions of law do not apply to the
23 Office of the Attorney General or the University System of Maryland; providing for
24 the application of certain provisions of law; defining certain terms; repealing certain

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 definitions; making conforming changes; providing for the effective date of certain
2 provisions of this Act; providing for the termination of certain provisions of this Act;
3 and generally relating to the protection of personally identifiable information by
4 government agencies.

5 BY repealing and reenacting, with amendments,
6 Article – State Government
7 Section 10–1301 through 10–1304 and 10–1305(a), (b)(1) and (2), (c)(1), (g)(1), (h)(2),
8 and (j)
9 Annotated Code of Maryland
10 (2014 Replacement Volume and 2018 Supplement)

11 BY adding to
12 Article – State Government
13 Section 10–13A–01 through 10–13A–08 to be under the new subtitle “Subtitle 13A.
14 Protection of Information by the University System of Maryland”
15 Annotated Code of Maryland
16 (2014 Replacement Volume and 2018 Supplement)

17 BY repealing and reenacting, with amendments,
18 Article – State Government
19 Section 10–1302(c)
20 Annotated Code of Maryland
21 (2014 Replacement Volume and 2018 Supplement)
22 (As enacted by Section 1 of this Act)

23 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
24 That the Laws of Maryland read as follows:

25 Article – State Government

26 10–1301.

27 (a) In this subtitle the following words have the meanings indicated.

28 (b) “Encryption” means the protection of data in electronic or optical form, in
29 storage or in transit, using a technology that:

30 (1) is certified to meet or exceed the level that has been adopted by the
31 Federal Information Processing Standards issued by the National Institute of Standards
32 and Technology; and

33 (2) renders such data indecipherable without an associated cryptographic
34 key necessary to enable decryption of such data.

1 [(c) (1) “Personal information” means an individual’s first name or first initial
2 and last name, personal mark, or unique biometric or genetic print or image, in combination
3 with one or more of the following data elements:

4 (i) a Social Security number;

5 (ii) a driver’s license number, state identification card number, or
6 other individual identification number issued by a unit;

7 (iii) a passport number or other identification number issued by the
8 United States government;

9 (iv) an Individual Taxpayer Identification Number; or

10 (v) a financial or other account number, a credit card number, or a
11 debit card number that, in combination with any required security code, access code, or
12 password, would permit access to an individual’s account.

13 (2) “Personal information” does not include a voter registration number.

14 (d) “Reasonable security procedures and practices” means data security
15 procedures and practices developed, in good faith, and set forth in a written information
16 security policy.]

17 **(C) “INDIVIDUAL” MEANS AN INDIVIDUAL WHO INTERACTS WITH A UNIT.**

18 **(D) (1) “PERSONALLY IDENTIFIABLE INFORMATION” MEANS**
19 **INFORMATION THAT CAN BE USED TO DISTINGUISH OR TRACE AN INDIVIDUAL’S**
20 **IDENTITY, EITHER ALONE OR WHEN COMBINED WITH OTHER INFORMATION**
21 **ASSOCIATED WITH A PARTICULAR INDIVIDUAL, INCLUDING:**

22 **(I) UNIQUE PERSONAL IDENTIFIERS, INCLUDING:**

23 **1. A FULL NAME;**

24 **2. A FIRST INITIAL AND LAST NAME;**

25 **3. A SOCIAL SECURITY NUMBER;**

26 **4. A DRIVER’S LICENSE NUMBER, A STATE**
27 **IDENTIFICATION NUMBER, OR ANY OTHER IDENTIFICATION NUMBER ISSUED BY A**
28 **UNIT; AND**

29 **5. A PASSPORT NUMBER;**

(II) CHARACTERISTICS OF CLASSIFICATIONS PROTECTED UNDER FEDERAL OR STATE LAW;

(III) BIOMETRIC INFORMATION INCLUDING AN INDIVIDUAL'S PHYSIOLOGICAL, BIOLOGICAL, OR BEHAVIORAL CHARACTERISTICS, INCLUDING AN INDIVIDUAL'S DEOXYRIBONUCLEIC ACID (DNA), THAT CAN BE USED, SINGLY OR IN COMBINATION WITH EACH OTHER OR WITH OTHER IDENTIFYING DATA, TO ESTABLISH INDIVIDUAL IDENTITY;

(IV) GEOLOCATION DATA;

(V) INTERNET OR OTHER ELECTRONIC NETWORK ACTIVITY INFORMATION, INCLUDING BROWSING HISTORY, SEARCH HISTORY, AND INFORMATION REGARDING AN INDIVIDUAL'S INTERACTION WITH AN INTERNET WEBSITE, APPLICATION, OR ADVERTISEMENT;

(VI) INFORMATION FROM MULTIPLE SOURCES THAT WHEN USED IN COMBINATION WITH EACH OTHER OR OTHER IDENTIFYING INFORMATION CAN BE USED TO ESTABLISH INDIVIDUAL IDENTITY; AND

(VII) A FINANCIAL OR OTHER ACCOUNT NUMBER, A CREDIT CARD NUMBER, OR A DEBIT CARD NUMBER THAT, IN COMBINATION WITH ANY REQUIRED SECURITY CODE, ACCESS CODE, OR PASSWORD, WOULD PERMIT ACCESS TO AN INDIVIDUAL'S ACCOUNT.

(2) "PERSONALLY IDENTIFIABLE INFORMATION" DOES NOT INCLUDE:

(I) VOTER REGISTRATION INFORMATION;

(II) INFORMATION PUBLICLY DISCLOSED BY THE INDIVIDUAL WITHOUT BEING UNDER DURESS OR COERCION; OR

(III) DATA RENDERED ANONYMOUS THROUGH THE USE OF TECHNIQUES, INCLUDING OBFUSCATION, DELETION AND REDACTION, AND ENCRYPTION, SO THAT THE INDIVIDUAL IS NO LONGER IDENTIFIABLE.

(E) "REASONABLE SECURITY PROCEDURES AND PRACTICES" MEANS SECURITY PROTECTIONS THAT ALIGN WITH DEPARTMENT OF INFORMATION TECHNOLOGY POLICIES AND THE FEDERAL INFORMATION SECURITY MODERNIZATION ACT (FISMA) OF 2014.

[(e)] (F) "Records" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

1 **[(f)] (G)** “Unit” means:

2 (1) an executive agency, or a department, a board, a commission, an
3 authority, a public institution of higher education, a unit or an instrumentality of the State;
4 or

5 (2) a county, municipality, bi-county, regional, or multicounty agency,
6 county board of education, public corporation or authority, or any other political subdivision
7 of the State.

8 10–1302.

9 **(A) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, THIS**
10 **SUBTITLE APPLIES ONLY TO THE COLLECTION, PROCESSING, AND SHARING OF**
11 **PERSONALLY IDENTIFIABLE INFORMATION BY A UNIT.**

12 **(2) THIS SUBTITLE DOES NOT APPLY TO THE COLLECTION,**
13 **PROCESSING, OR SHARING OF PERSONALLY IDENTIFIABLE INFORMATION**
14 **EXCLUSIVELY FOR PURPOSES OF:**

15 **(I) PUBLIC HEALTH;**

16 **(II) PUBLIC SAFETY;**

17 **(III) STATE SECURITY; OR**

18 **(IV) THE INVESTIGATION AND PROSECUTION OF CRIMINAL**
19 **OFFENSES.**

20 **[(a)] (B)** This subtitle does not apply to **[personal] PERSONALLY**
21 **IDENTIFIABLE** information that:

22 (1) is publicly available information that is lawfully made available to the
23 general public from federal, State, or local government records;

24 (2) an individual has consented to have publicly disseminated or listed;

25 (3) except for a medical record that a person is prohibited from redisclosing
26 under § 4–302(d) of the Health – General Article, is disclosed in accordance with the federal
27 Health Insurance Portability and Accountability Act; or

28 (4) is disclosed in accordance with the federal Family Educational Rights
29 and Privacy Act.

1 **[(b)] (C)** This subtitle does not apply to the Legislative or Judicial Branch of
2 State government, **THE OFFICE OF THE ATTORNEY GENERAL, OR THE UNIVERSITY**
3 **SYSTEM OF MARYLAND.**

4 10–1303.

5 When a unit is destroying records of an individual that contain [personal]
6 **PERSONALLY IDENTIFIABLE** information of the individual, the unit shall take reasonable
7 steps to protect against unauthorized access to or use of the [personal] **PERSONALLY**
8 **IDENTIFIABLE** information, taking into account:

- 9 (1) the sensitivity of the records;
- 10 (2) the nature of the unit and its operations;
- 11 (3) the costs and benefits of different destruction methods; and
- 12 (4) available technology.

13 10–1304.

14 (a) **(1)** To protect [personal] **PERSONALLY IDENTIFIABLE** information from
15 unauthorized access, use, modification, or disclosure **AND SUBJECT TO PARAGRAPH (2)**
16 **OF THIS SUBSECTION**, a unit that collects [personal] **PERSONALLY IDENTIFIABLE**
17 information of an individual shall implement and maintain reasonable security procedures
18 and practices that are appropriate to the nature of the [personal] **PERSONALLY**
19 **IDENTIFIABLE** information collected and the nature of the unit and its operations.

20 **(2)** **THE UNIT SHALL COMPLY WITH STANDARDS AND GUIDELINES,**
21 **INCLUDING FEDERAL INFORMATION PROCESSING STANDARDS (FIPS) 199, FIPS**
22 **200, AND THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)**
23 **SPECIAL PUBLICATION (SP) 800 SERIES, TO ENSURE THAT THE SECURITY OF ALL**
24 **INFORMATION SYSTEMS AND APPLICATIONS IS MANAGED THROUGH THE NIST RISK**
25 **MANAGEMENT FRAMEWORK ~~DEFINED IN NIST SP 800-37 REV 1~~, WHICH REQUIRES**
26 **THAT:**

27 **(I)** **THE SYSTEM IS CATEGORIZED BASED ON A FIPS 199**
28 **ANALYSIS;**

29 **(II)** **THE SECURITY CONTROLS ARE SELECTED BASED ON THE**
30 **SECURITY CATEGORIZATION OF THE SYSTEM;**

31 **(III)** **THE CONTROLS ARE IMPLEMENTED WITHIN THE**
32 **INFORMATION SYSTEM OR APPLICATION;**

1 (IV) THE CONTROLS ARE ASSESSED BY A
2 THIRD-PARTY ASSESSOR;

3 (V) THE SYSTEM IS AUTHORIZED TO OPERATE BY AN
4 AUTHORIZING OFFICIAL WHO REVIEWS THE SECURITY AUTHORIZATION PACKAGE
5 AND ACCEPTS THE RISKS IDENTIFIED;

6 (VI) THE IMPLEMENTED SECURITY CONTROLS ARE
7 CONTINUOUSLY MONITORED FOR EFFECTIVENESS; AND

8 (VII) THE REASSESSMENT AND AUTHORIZATION OF SYSTEMS ARE
9 TO BE COMPLETED ON AN ANNUAL BASIS.

10 (b) (1) This subsection shall apply to a written contract or agreement that is
11 entered into on or after July 1, 2014.

12 (2) A unit that uses a nonaffiliated third party as a service provider to
13 perform services for the unit and discloses [personal] PERSONALLY IDENTIFIABLE
14 information about an individual under a written contract or agreement with the third party
15 shall require by written contract or agreement that the third party implement and
16 maintain reasonable security procedures and practices that:

17 (i) are appropriate to the nature of the [personal] PERSONALLY
18 IDENTIFIABLE information disclosed to the nonaffiliated third party; and

19 (ii) are reasonably designed to help protect the [personal]
20 PERSONALLY IDENTIFIABLE information from unauthorized access, use, modification,
21 disclosure, or destruction.

22 (C) (1) EACH UNIT SHALL UNDERTAKE ACTIVITIES COMPRISING THE
23 COLLECTION, PROCESSING, AND SHARING OF PERSONALLY IDENTIFIABLE
24 INFORMATION IN GOOD FAITH AND IN ACCORDANCE WITH THE REQUIREMENTS
25 UNDER PARAGRAPH (2) OF THIS SUBSECTION.

26 (2) EACH UNIT SHALL:

27 (I) IDENTIFY AND DOCUMENT THE LEGAL AUTHORITY FOR THE
28 UNIT'S COLLECTION OF PERSONALLY IDENTIFIABLE INFORMATION;

29 (II) DESCRIBE THE PURPOSE OF THE PERSONALLY
30 IDENTIFIABLE INFORMATION COLLECTION AND PROVIDE NOTICE OF THE
31 PERSONALLY IDENTIFIABLE INFORMATION COLLECTION TO THE INDIVIDUAL AT
32 THE TIME OF COLLECTION AND IN A PRIVACY NOTICE PROMINENTLY DISPLAYED ON
33 THE UNIT'S WEBSITE;

(III) ADOPT A PRIVACY GOVERNANCE AND RISK MANAGEMENT PROGRAM AND IMPLEMENT REASONABLE SECURITY PROCEDURES AND PRACTICES, CONSISTENT WITH POLICIES AND STANDARDS ESTABLISHED BY THE DEPARTMENT OF INFORMATION TECHNOLOGY, TO ENSURE THAT CONFIDENTIALITY, INTEGRITY, AND AVAILABILITY OF ALL PERSONALLY IDENTIFIABLE INFORMATION IS MAINTAINED;

(IV) ESTABLISH PRIVACY REQUIREMENTS APPLICABLE TO CONTRACTORS, SERVICE PROVIDERS, AND OTHER THIRD PARTIES AND INCORPORATE THE REQUIREMENTS INTO AGREEMENTS ENTERED INTO WITH THE THIRD PARTIES;

(V) TAKE REASONABLE STEPS TO ENSURE THAT PERSONALLY IDENTIFIABLE INFORMATION COLLECTED IS ACCURATE, RELEVANT, TIMELY, AND COMPLETE;

(VI) TAKE REASONABLE STEPS TO IMPLEMENT MEANS TO MINIMIZE THE PERSONALLY IDENTIFIABLE INFORMATION COLLECTED TO INFORMATION RELEVANT AND NECESSARY TO ADDRESS THE LEGALLY AUTHORIZED PURPOSE OF THE COLLECTION;

(VII) IMPLEMENT PROCESSES TO PROVIDE AN INDIVIDUAL ACCESS TO THE INDIVIDUAL'S PERSONALLY IDENTIFIABLE INFORMATION AND TO ALLOW THE INDIVIDUAL TO CORRECT OR AMEND THE PERSONALLY IDENTIFIABLE INFORMATION PROCESSED BY THE UNIT; AND

(VIII) SUBJECT TO SUBSECTION (D) OF THIS SECTION, ESTABLISH CLEAR AND COMPREHENSIVE NOTICE PROVISIONS TO INFORM THE PUBLIC AND INDIVIDUALS OF UNIT PRACTICES AND ACTIVITIES REGARDING THE USE OF PERSONALLY IDENTIFIABLE INFORMATION.

(D) EACH UNIT SHALL:

(1) ADVISE AN INDIVIDUAL REQUESTED TO PROVIDE PERSONALLY IDENTIFIABLE INFORMATION WHETHER:

(I) THE PERSONALLY IDENTIFIABLE INFORMATION REQUESTED IS REQUIRED TO BE PROVIDED BY LAW; OR

(II) THE PROVISION OF THE PERSONALLY IDENTIFIABLE INFORMATION REQUESTED IS VOLUNTARY AND SUBJECT TO THE INDIVIDUAL'S DISCRETION TO REFUSE TO PROVIDE THE PERSONALLY IDENTIFIABLE INFORMATION;

1 (2) PROVIDE AN INDIVIDUAL WITH CLEAR AND CONSPICUOUS MEANS
2 TO ACCESS:

3 (I) THE TYPES OF PERSONALLY IDENTIFIABLE INFORMATION
4 COLLECTED ABOUT THE INDIVIDUAL;

5 (II) THE TYPES OF SOURCES FROM WHICH THE PERSONALLY
6 IDENTIFIABLE INFORMATION WAS COLLECTED;

7 (III) THE PURPOSE FOR COLLECTING THE PERSONALLY
8 IDENTIFIABLE INFORMATION;

9 (IV) THE THIRD PARTIES WITH WHOM THE PERSONALLY
10 IDENTIFIABLE INFORMATION IS SHARED; AND

11 (V) THE SPECIFIC PERSONALLY IDENTIFIABLE INFORMATION
12 COLLECTED ABOUT THE INDIVIDUAL;

13 (3) INCLUDE THE MEANS PROVIDED UNDER ITEM (2) OF THIS
14 SUBSECTION IN THE NOTICES PROVIDED TO THE INDIVIDUAL REGARDING THE
15 COLLECTION, PROCESSING, AND SHARING OF THE INDIVIDUAL'S PERSONALLY
16 IDENTIFIABLE INFORMATION;

17 (4) AT OR BEFORE THE POINT OF SHARING PERSONALLY
18 IDENTIFIABLE INFORMATION, PROVIDE NOTICE TO AN INDIVIDUAL OF THE UNIT'S
19 SHARING OF THE INDIVIDUAL'S PERSONALLY IDENTIFIABLE INFORMATION,
20 INCLUDING:

21 (I) THE NATURE AND SOURCES OF INFORMATION SHARED;

22 (II) THE PURPOSE FOR WHICH THE INFORMATION IS SHARED;

23 (III) THE RECIPIENTS OF THE SHARED INFORMATION;

24 (IV) THE AUTHORITY UNDER WHICH THE INFORMATION IS
25 SHARED;

26 (V) ANY RIGHTS THE INDIVIDUAL HAS TO DECLINE THE UNIT'S
27 SHARING OF PERSONALLY IDENTIFIABLE INFORMATION; AND

28 (VI) THE INDIVIDUAL'S RIGHT AND MEANS TO OBTAIN AND
29 REVIEW THE PERSONALLY IDENTIFIABLE INFORMATION SHARED BY THE UNIT;

(5) PROVIDE AN INDIVIDUAL A PROCESS TO DELETE OR CORRECT PERSONALLY IDENTIFIABLE INFORMATION SHARED WITH THIRD PARTIES IF THE SHARING OF THE INFORMATION IS NOT REQUIRED BY LAW; AND

(6) PROVIDE AN INDIVIDUAL THE MEANS TO OPT OUT OF SHARING INFORMATION WITH THIRD PARTIES IF THE SHARING OF THE INFORMATION IS NOT REQUIRED BY LAW.

10-1305.

(a) (1) In this section, "breach of the security of a system" means the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of the [personal] PERSONALLY IDENTIFIABLE information maintained by a unit.

(2) "Breach of the security of a system" does not include the good faith acquisition of [personal] PERSONALLY IDENTIFIABLE information by an employee or agent of a unit for the purposes of the unit, provided that the [personal] PERSONALLY IDENTIFIABLE information is not used or subject to further unauthorized disclosure.

(b) (1) If a unit that collects computerized data that includes [personal] PERSONALLY IDENTIFIABLE information of an individual discovers or is notified of a breach of the security of a system, the unit shall conduct in good faith a reasonable and prompt investigation to determine whether the unauthorized acquisition of [personal] PERSONALLY IDENTIFIABLE information of the individual has resulted in or is likely to result in the misuse of the information.

(2) (i) Except as provided in subparagraph (ii) of this paragraph, if after the investigation is concluded, the unit determines that the misuse of the individual's [personal] PERSONALLY IDENTIFIABLE information has occurred or is likely to occur, the unit or the nonaffiliated third party, if authorized under a written contract or agreement with the unit, shall notify the individual of the breach.

(ii) Unless the unit or nonaffiliated third party knows that the encryption key has been broken, a unit or the nonaffiliated third party is not required to notify an individual under subparagraph (i) of this paragraph if:

1. the [personal] PERSONALLY IDENTIFIABLE information of the individual was secured by encryption or redacted; and

2. the encryption key has not been compromised or disclosed.

(c) (1) A nonaffiliated third party that maintains computerized data that includes [personal] PERSONALLY IDENTIFIABLE information provided by a unit shall notify the unit of a breach of the security of a system if the unauthorized acquisition of the

individual's [personal] PERSONALLY IDENTIFIABLE information has occurred or is likely to occur.

(g) The notification required under subsection (b) of this section shall include:

(1) to the extent possible, a description of the categories of information that were, or are reasonably believed to have been, acquired by an unauthorized person, including which of the elements of [personal] PERSONALLY IDENTIFIABLE information were, or are reasonably believed to have been, acquired;

(h) (2) In addition to the notice required under paragraph (1) of this subsection, a unit, as defined in [§ 10–1301(f)(1)] § 10–1301(G)(1) of this subtitle, shall provide notice of a breach of security to the Department of Information Technology.

(j) Compliance with this section does not relieve a unit from a duty to comply with any other requirements of federal law relating to the protection and privacy of [personal] PERSONALLY IDENTIFIABLE information.

SECTION 2. AND BE IT FURTHER ENACTED, That the Laws of Maryland read as follows:

Article – State Government

TITLE 13A. PROTECTION OF INFORMATION BY THE UNIVERSITY SYSTEM OF MARYLAND.

10–13A–01.

(A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(B) “ENCRYPTION” MEANS THE PROTECTION OF DATA IN ELECTRONIC OR OPTICAL FORM, IN STORAGE OR IN TRANSIT, USING A TECHNOLOGY THAT:

(1) IS CERTIFIED TO MEET OR EXCEED THE LEVEL THAT HAS BEEN ADOPTED BY THE FEDERAL INFORMATION PROCESSING STANDARDS ISSUED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY; AND

(2) RENDERS SUCH DATA INDECIPHERABLE WITHOUT AN ASSOCIATED CRYPTOGRAPHIC KEY NECESSARY TO ENABLE DECRYPTION OF SUCH DATA.

(C) (1) “PERSONAL INFORMATION” MEANS AN INDIVIDUAL’S FIRST NAME OR FIRST INITIAL AND LAST NAME, PERSONAL MARK, OR UNIQUE BIOMETRIC OR

GENETIC PRINT OR IMAGE, IN COMBINATION WITH ONE OR MORE OF THE
FOLLOWING DATA ELEMENTS:

(I) A SOCIAL SECURITY NUMBER;

(II) A DRIVER'S LICENSE NUMBER, STATE IDENTIFICATION
CARD NUMBER, OR OTHER INDIVIDUAL IDENTIFICATION NUMBER ISSUED BY THE
UNIVERSITY SYSTEM OF MARYLAND;

(III) A PASSPORT NUMBER OR OTHER IDENTIFICATION NUMBER
ISSUED BY THE UNITED STATES GOVERNMENT;

(IV) AN INDIVIDUAL TAXPAYER IDENTIFICATION NUMBER; OR

(V) A FINANCIAL OR OTHER ACCOUNT NUMBER, A CREDIT CARD
NUMBER, OR A DEBIT CARD NUMBER THAT, IN COMBINATION WITH ANY REQUIRED
SECURITY CODE, ACCESS CODE, OR PASSWORD, WOULD PERMIT ACCESS TO AN
INDIVIDUAL'S ACCOUNT.

(2) "PERSONAL INFORMATION" DOES NOT INCLUDE A VOTER
REGISTRATION NUMBER.

(D) "REASONABLE SECURITY PROCEDURES AND PRACTICES" MEANS DATA
SECURITY PROCEDURES AND PRACTICES DEVELOPED, IN GOOD FAITH, AND SET
FORTH IN A WRITTEN INFORMATION SECURITY POLICY.

(E) "RECORDS" MEANS INFORMATION THAT IS INSCRIBED ON A TANGIBLE
MEDIUM OR STORED IN AN ELECTRONIC OR OTHER MEDIUM AND IS RETRIEVABLE
IN PERCEIVABLE FORM.

10-13A-02.

(A) THIS SUBTITLE DOES NOT APPLY TO PERSONAL INFORMATION THAT:

(1) IS PUBLICLY AVAILABLE INFORMATION THAT IS LAWFULLY MADE
AVAILABLE TO THE GENERAL PUBLIC FROM FEDERAL, STATE, OR LOCAL
GOVERNMENT RECORDS;

(2) AN INDIVIDUAL HAS CONSENTED TO HAVE PUBLICLY
DISSEMINATED OR LISTED;

(3) EXCEPT FOR A MEDICAL RECORD THAT A PERSON IS PROHIBITED
FROM REDISCLOSING UNDER § 4-302(D) OF THE HEALTH – GENERAL ARTICLE, IS

DISCLOSED IN ACCORDANCE WITH THE FEDERAL HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT; OR

(4) IS DISCLOSED IN ACCORDANCE WITH THE FEDERAL FAMILY
EDUCATIONAL RIGHTS AND PRIVACY ACT.

(B) THIS SUBTITLE DOES NOT APPLY TO THE LEGISLATIVE BRANCH OR THE
JUDICIAL BRANCH OF STATE GOVERNMENT.

10-13A-03.

WHEN THE UNIVERSITY SYSTEM OF MARYLAND IS DESTROYING RECORDS OF
AN INDIVIDUAL THAT CONTAIN PERSONAL INFORMATION OF THE INDIVIDUAL, THE
UNIVERSITY SYSTEM OF MARYLAND SHALL TAKE REASONABLE STEPS TO PROTECT
AGAINST UNAUTHORIZED ACCESS TO OR USE OF THE PERSONAL INFORMATION,
TAKING INTO ACCOUNT:

(1) THE SENSITIVITY OF THE RECORDS;

(2) THE NATURE OF THE UNIVERSITY SYSTEM OF MARYLAND AND ITS
OPERATIONS;

(3) THE COSTS AND BENEFITS OF DIFFERENT DESTRUCTION
METHODS; AND

(4) AVAILABLE TECHNOLOGY.

10-13A-04.

(A) TO PROTECT PERSONAL INFORMATION FROM UNAUTHORIZED ACCESS,
USE, MODIFICATION, OR DISCLOSURE, THE UNIVERSITY SYSTEM OF MARYLAND
INSTITUTION THAT COLLECTS PERSONAL INFORMATION OF AN INDIVIDUAL SHALL
IMPLEMENT AND MAINTAIN REASONABLE SECURITY PROCEDURES AND PRACTICES
THAT ARE APPROPRIATE TO THE NATURE OF THE PERSONAL INFORMATION
COLLECTED AND THE NATURE OF THE UNIVERSITY SYSTEM OF MARYLAND AND ITS
OPERATIONS.

(B) IF THE UNIVERSITY SYSTEM OF MARYLAND USES A NONAFFILIATED
THIRD PARTY AS A SERVICE PROVIDER TO PERFORM SERVICES FOR THE
UNIVERSITY SYSTEM OF MARYLAND AND DISCLOSES PERSONAL INFORMATION
ABOUT AN INDIVIDUAL UNDER A WRITTEN CONTRACT OR AGREEMENT WITH THE
THIRD PARTY SHALL REQUIRE BY WRITTEN CONTRACT OR AGREEMENT THAT THE
THIRD PARTY IMPLEMENT AND MAINTAIN REASONABLE SECURITY PROCEDURES
AND PRACTICES THAT:

1 (1) ARE APPROPRIATE TO THE NATURE OF THE PERSONAL
2 INFORMATION DISCLOSED TO THE NONAFFILIATED THIRD PARTY; AND

3 (2) ARE REASONABLY DESIGNED TO HELP PROTECT THE PERSONAL
4 INFORMATION FROM UNAUTHORIZED ACCESS, USE, MODIFICATION, DISCLOSURE,
5 OR DESTRUCTION.

6 10-13A-05.

7 (A) (1) IN THIS SECTION, “BREACH OF THE SECURITY OF A SYSTEM”
8 MEANS THE UNAUTHORIZED ACQUISITION OF COMPUTERIZED DATA THAT
9 COMPROMISES THE SECURITY, CONFIDENTIALITY, OR INTEGRITY OF THE PERSONAL
10 INFORMATION MAINTAINED BY THE UNIVERSITY SYSTEM OF MARYLAND.

11 (2) “BREACH OF THE SECURITY OF A SYSTEM” DOES NOT INCLUDE
12 THE GOOD-FAITH ACQUISITION OF PERSONAL INFORMATION BY AN EMPLOYEE OR
13 AGENT OF THE UNIVERSITY SYSTEM OF MARYLAND FOR THE PURPOSES OF THE
14 UNIVERSITY SYSTEM OF MARYLAND, PROVIDED THAT THE PERSONAL
15 INFORMATION IS NOT USED OR SUBJECT TO FURTHER UNAUTHORIZED DISCLOSURE.

16 (B) (1) IF THE UNIVERSITY SYSTEM OF MARYLAND INSTITUTION THAT
17 COLLECTS COMPUTERIZED DATA THAT INCLUDES PERSONAL INFORMATION OF AN
18 INDIVIDUAL DISCOVERS OR IS NOTIFIED OF A BREACH OF THE SECURITY OF A
19 SYSTEM, THE UNIVERSITY SYSTEM OF MARYLAND SHALL CONDUCT IN GOOD FAITH
20 A REASONABLE AND PROMPT INVESTIGATION TO DETERMINE WHETHER THE
21 UNAUTHORIZED ACQUISITION OF PERSONAL INFORMATION OF THE INDIVIDUAL HAS
22 RESULTED IN OR IS LIKELY TO RESULT IN THE MISUSE OF THE INFORMATION.

23 (2) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS
24 PARAGRAPH, IF AFTER THE INVESTIGATION IS CONCLUDED, THE UNIVERSITY
25 SYSTEM OF MARYLAND DETERMINES THAT THE MISUSE OF THE INDIVIDUAL’S
26 PERSONAL INFORMATION HAS OCCURRED OR IS LIKELY TO OCCUR, THE
27 UNIVERSITY SYSTEM OF MARYLAND OR THE NONAFFILIATED THIRD PARTY, IF
28 AUTHORIZED UNDER A WRITTEN CONTRACT OR AGREEMENT WITH THE UNIVERSITY
29 SYSTEM OF MARYLAND, SHALL NOTIFY THE INDIVIDUAL OF THE BREACH.

30 (II) UNLESS THE UNIVERSITY SYSTEM OF MARYLAND OR THE
31 NONAFFILIATED THIRD PARTY KNOWS THAT THE ENCRYPTION KEY HAS BEEN
32 BROKEN, THE UNIVERSITY SYSTEM OF MARYLAND OR THE NONAFFILIATED THIRD
33 PARTY IS NOT REQUIRED TO NOTIFY AN INDIVIDUAL UNDER SUBPARAGRAPH (I) OF
34 THIS PARAGRAPH IF:

1 1. THE PERSONAL INFORMATION OF THE INDIVIDUAL
2 WAS SECURED BY ENCRYPTION OR REDACTED; AND

3 2. THE ENCRYPTION KEY HAS NOT BEEN COMPROMISED
4 OR DISCLOSED.

5 (3) EXCEPT AS PROVIDED IN SUBSECTION (D) OF THIS SECTION, THE
6 NOTIFICATION REQUIRED UNDER PARAGRAPH (2) OF THIS SUBSECTION SHALL BE
7 GIVEN AS SOON AS REASONABLY PRACTICABLE AFTER THE UNIVERSITY SYSTEM OF
8 MARYLAND CONDUCTS THE INVESTIGATION REQUIRED UNDER PARAGRAPH (1) OF
9 THIS SUBSECTION.

10 (4) IF, AFTER THE INVESTIGATION REQUIRED UNDER PARAGRAPH (1)
11 OF THIS SUBSECTION IS CONCLUDED, THE UNIVERSITY SYSTEM OF MARYLAND
12 DETERMINES THAT NOTIFICATION UNDER PARAGRAPH (2) OF THIS SUBSECTION IS
13 NOT REQUIRED, THE UNIVERSITY SYSTEM OF MARYLAND SHALL MAINTAIN
14 RECORDS THAT REFLECT ITS DETERMINATION FOR 3 YEARS AFTER THE
15 DETERMINATION IS MADE.

16 (C) (1) A NONAFFILIATED THIRD PARTY THAT MAINTAINS
17 COMPUTERIZED DATA THAT INCLUDES PERSONAL INFORMATION PROVIDED BY THE
18 UNIVERSITY SYSTEM OF MARYLAND SHALL NOTIFY THE UNIVERSITY SYSTEM OF
19 MARYLAND OF A BREACH OF THE SECURITY OF A SYSTEM IF THE UNAUTHORIZED
20 ACQUISITION OF THE INDIVIDUAL'S PERSONAL INFORMATION HAS OCCURRED OR IS
21 LIKELY TO OCCUR.

22 (2) EXCEPT AS PROVIDED IN SUBSECTION (D) OF THIS SECTION, THE
23 NOTIFICATION REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION SHALL BE
24 GIVEN AS SOON AS REASONABLY PRACTICABLE AFTER THE NONAFFILIATED THIRD
25 PARTY DISCOVERS OR IS NOTIFIED OF THE BREACH OF THE SECURITY OF A SYSTEM.

26 (3) A NONAFFILIATED THIRD PARTY THAT IS REQUIRED TO NOTIFY
27 THE UNIVERSITY SYSTEM OF MARYLAND OF A BREACH OF THE SECURITY OF A
28 SYSTEM UNDER PARAGRAPH (1) OF THIS SUBSECTION SHALL SHARE WITH THE
29 UNIVERSITY SYSTEM OF MARYLAND INFORMATION RELATING TO THE BREACH.

30 (D) (1) THE NOTIFICATION REQUIRED UNDER SUBSECTION (B) OF THIS
31 SECTION MAY BE DELAYED:

32 (I) IF A LAW ENFORCEMENT AGENCY DETERMINES THAT THE
33 NOTIFICATION WILL IMPEDE A CRIMINAL INVESTIGATION OR JEOPARDIZE
34 HOMELAND OR NATIONAL SECURITY; OR

1 (II) TO DETERMINE THE SCOPE OF THE BREACH OF THE
2 SECURITY OF A SYSTEM, IDENTIFY THE INDIVIDUALS AFFECTED, OR RESTORE THE
3 INTEGRITY OF THE SYSTEM.

4 (2) IF NOTIFICATION IS DELAYED UNDER PARAGRAPH (1)(I) OF THIS
5 SUBSECTION, NOTIFICATION SHALL BE GIVEN AS SOON AS REASONABLY
6 PRACTICABLE AFTER THE LAW ENFORCEMENT AGENCY DETERMINES THAT THE
7 NOTIFICATION WILL NOT IMPEDE A CRIMINAL INVESTIGATION AND WILL NOT
8 JEOPARDIZE HOMELAND OR NATIONAL SECURITY.

9 (E) THE NOTIFICATION REQUIRED UNDER SUBSECTION (B) OF THIS
10 SECTION MAY BE GIVEN:

11 (1) BY WRITTEN NOTICE SENT TO THE MOST RECENT ADDRESS OF THE
12 INDIVIDUAL IN THE RECORDS OF THE UNIVERSITY SYSTEM OF MARYLAND;

13 (2) BY E-MAIL TO THE MOST RECENT E-MAIL ADDRESS OF THE
14 INDIVIDUAL IN THE RECORDS OF THE UNIVERSITY SYSTEM OF MARYLAND IF:

15 (I) THE INDIVIDUAL HAS EXPRESSLY CONSENTED TO RECEIVE
16 ELECTRONIC NOTICE; OR

17 (II) THE UNIVERSITY SYSTEM OF MARYLAND CONDUCTS ITS
18 DUTIES PRIMARILY THROUGH INTERNET ACCOUNT TRANSACTIONS OR THE
19 INTERNET;

20 (3) BY TELEPHONIC NOTICE, TO THE MOST RECENT TELEPHONE
21 NUMBER OF THE INDIVIDUAL IN THE RECORDS OF THE UNIVERSITY SYSTEM OF
22 MARYLAND; OR

23 (4) BY SUBSTITUTE NOTICE AS PROVIDED IN SUBSECTION (F) OF THIS
24 SECTION IF:

25 (I) THE UNIVERSITY SYSTEM OF MARYLAND DEMONSTRATES
26 THAT THE COST OF PROVIDING NOTICE WOULD EXCEED \$100,000 OR THAT THE
27 AFFECTED CLASS OF INDIVIDUALS TO BE NOTIFIED EXCEEDS 175,000; OR

28 (II) THE UNIVERSITY SYSTEM OF MARYLAND DOES NOT HAVE
29 SUFFICIENT CONTACT INFORMATION TO GIVE NOTICE IN ACCORDANCE WITH ITEM
30 (1), (2), OR (3) OF THIS SUBSECTION.

31 (F) SUBSTITUTE NOTICE UNDER SUBSECTION (E)(4) OF THIS SECTION
32 SHALL CONSIST OF:

1 (1) E-MAILING THE NOTICE TO AN INDIVIDUAL ENTITLED TO
2 NOTIFICATION UNDER SUBSECTION (B) OF THIS SECTION IF THE UNIVERSITY
3 SYSTEM OF MARYLAND HAS AN E-MAIL ADDRESS FOR THE INDIVIDUAL TO BE
4 NOTIFIED;

5 (2) CONSPICUOUS POSTING OF THE NOTICE ON THE WEBSITE OF THE
6 UNIVERSITY SYSTEM OF MARYLAND IF THE UNIVERSITY SYSTEM OF MARYLAND
7 MAINTAINS A WEBSITE; AND

8 (3) NOTIFICATION TO APPROPRIATE MEDIA.

9 (G) THE NOTIFICATION REQUIRED UNDER SUBSECTION (B) OF THIS
10 SECTION SHALL INCLUDE:

11 (1) TO THE EXTENT POSSIBLE, A DESCRIPTION OF THE CATEGORIES
12 OF INFORMATION THAT WERE, OR ARE REASONABLY BELIEVED TO HAVE BEEN,
13 ACQUIRED BY AN UNAUTHORIZED PERSON, INCLUDING WHICH OF THE ELEMENTS
14 OF PERSONAL INFORMATION WERE, OR ARE REASONABLY BELIEVED TO HAVE BEEN,
15 ACQUIRED;

16 (2) CONTACT INFORMATION FOR THE UNIVERSITY SYSTEM OF
17 MARYLAND INSTITUTION MAKING THE NOTIFICATION, INCLUDING THE UNIVERSITY
18 SYSTEM OF MARYLAND INSTITUTION'S ADDRESS, TELEPHONE NUMBER, AND
19 TOLL-FREE TELEPHONE NUMBER IF ONE IS MAINTAINED;

20 (3) THE TOLL-FREE TELEPHONE NUMBERS AND ADDRESSES FOR THE
21 MAJOR CONSUMER REPORTING AGENCIES; AND

22 (4) (I) THE TOLL-FREE TELEPHONE NUMBERS, ADDRESSES, AND
23 WEBSITE ADDRESSES FOR:

24 1. THE FEDERAL TRADE COMMISSION; AND

25 2. THE OFFICE OF THE ATTORNEY GENERAL; AND

26 (II) A STATEMENT THAT AN INDIVIDUAL CAN OBTAIN
27 INFORMATION FROM THESE SOURCES ABOUT STEPS THE INDIVIDUAL CAN TAKE TO
28 AVOID IDENTITY THEFT.

29 (H) (1) BEFORE GIVING THE NOTIFICATION REQUIRED UNDER
30 SUBSECTION (B) OF THIS SECTION, THE UNIVERSITY SYSTEM OF MARYLAND SHALL
31 PROVIDE NOTICE OF A BREACH OF THE SECURITY OF A SYSTEM TO THE OFFICE OF
32 THE ATTORNEY GENERAL.

(2) IN ADDITION TO THE NOTICE REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION, THE UNIVERSITY SYSTEM OF MARYLAND SHALL PROVIDE NOTICE OF A BREACH OF SECURITY TO THE DEPARTMENT OF INFORMATION TECHNOLOGY.

(I) A WAIVER OF ANY PROVISION OF THIS SECTION IS CONTRARY TO PUBLIC POLICY AND IS VOID AND UNENFORCEABLE.

(J) COMPLIANCE WITH THIS SECTION DOES NOT RELIEVE THE UNIVERSITY SYSTEM OF MARYLAND FROM A DUTY TO COMPLY WITH ANY OTHER REQUIREMENTS OF FEDERAL LAW RELATING TO THE PROTECTION AND PRIVACY OF PERSONAL INFORMATION.

10-13A-06.

THE PROVISIONS OF THIS SUBTITLE ARE EXCLUSIVE AND SHALL PREEMPT ANY PROVISION OF LOCAL LAW.

10-13A-07.

(A) IF THE UNIVERSITY SYSTEM OF MARYLAND IS REQUIRED UNDER § 10-13A-05 OF THIS SUBTITLE TO GIVE NOTICE OF A BREACH OF THE SECURITY OF A SYSTEM TO 1,000 OR MORE INDIVIDUALS, THE UNIVERSITY SYSTEM OF MARYLAND ALSO SHALL NOTIFY, WITHOUT UNREASONABLE DELAY, EACH CONSUMER REPORTING AGENCY THAT COMPILES AND MAINTAINS FILES ON CONSUMERS ON A NATIONWIDE BASIS, AS DEFINED BY 15 U.S.C. § 1681A(P), OF THE TIMING, DISTRIBUTION, AND CONTENT OF THE NOTICES.

(B) THIS SECTION DOES NOT REQUIRE THE INCLUSION OF THE NAMES OR OTHER PERSONAL IDENTIFYING INFORMATION OF RECIPIENTS OF NOTICES OF THE BREACH OF THE SECURITY OF A SYSTEM.

10-13A-08.

THE UNIVERSITY SYSTEM OF MARYLAND OR A NONAFFILIATED THIRD PARTY THAT COMPLIES WITH § 501(B) OF THE FEDERAL GRAMM-LEACH-BLILEY ACT, 15 U.S.C. § 6801, § 216 OF THE FEDERAL FAIR AND ACCURATE CREDIT TRANSACTIONS ACT, 15 U.S.C. § 1681W DISPOSAL OF RECORDS, THE FEDERAL INTERAGENCY GUIDELINES ESTABLISHING INFORMATION SECURITY STANDARDS, THE FEDERAL INTERAGENCY GUIDANCE ON RESPONSE PROGRAMS FOR UNAUTHORIZED ACCESS TO CUSTOMER INFORMATION AND CUSTOMER NOTICE, AND ANY REVISIONS, ADDITIONS, OR SUBSTITUTIONS OF THOSE ENACTMENTS, SHALL BE DEEMED TO BE IN COMPLIANCE WITH THIS SUBTITLE.

1 SECTION 3. AND BE IT FURTHER ENACTED, That the Laws of Maryland read
2 as follows:

3 **Article – State Government**

4 10–1302.

5 (c) This subtitle does not apply to the Legislative or Judicial Branch of State
6 [Government,] GOVERNMENT OR the Office of the Attorney General[, or the University
7 System of Maryland].

8 SECTION 4. AND BE IT FURTHER ENACTED, That Section 2 of this Act shall take
9 effect October 1, 2019. It shall remain effective for a period of 1 year and 9 months and, at
10 the end of June 30, 2021, Section 2 of this Act, with no further action required by the
11 General Assembly, shall be abrogated and of no further force and effect.

12 SECTION 5. AND BE IT FURTHER ENACTED, That Section 3 of this Act shall take
13 effect July 1, 2021.

14 SECTION ~~2~~ 6. AND BE IT FURTHER ENACTED, That, except as provided in
15 Sections 4 and 5 of this Act, this Act shall take effect October 1, 2019.

Approved:

Governor.

Speaker of the House of Delegates.

President of the Senate.

City Council Agenda Item Report

Meeting Date: March 25, 2019

Submitted by: Joe McNeal

Submitting Department: Recreation

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

* Community Center – Greenbelt Arts Center Lease (Costume Shoppe)

Suggested Action:

Reference: Lease

The Greenbelt Community Center leases use of space at the facility to a number of tenants.

The annual lease the City holds with the Greenbelt Arts Center for the Costume Shoppe located on the ground floor of the facility is due for renewal May 1, 2019.

Included in Council's packet is a copy of the Lease Agreement for review. The Lease Agreement was reviewed by the City Solicitor. In accordance with the terms of the prior Lease Agreement, the rental fee has been increased by 2.1% based on the 2018 Consumer Price Index (CPI). It is recommended the lease agreement be approved.

Approval of this item on the consent agenda will indicate Council's approval of the lease agreement

Attachments:

[GACenter lease 2019 proposed.pdf](#)

**Greenbelt Recreation Department
City of Greenbelt, Maryland**

GREENBELT COMMUNITY CENTER

GREENBELT ARTS CENTER LEASE AGREEMENT

THIS AGREEMENT, is hereby made this 1st day of May 2019 by and between the City of Greenbelt, Maryland, hereinafter referred to as the "City", a public body corporate of the state of Maryland, and Licensee name Greenbelt Arts Center, hereinafter the "Licensee".

WHEREAS, the City is the owner of the building known as the Greenbelt Community Center (hereinafter the "Center"), located in the City of Greenbelt, Prince George's County, Maryland;

WHEREAS, the City is desirous of entering into an agreement with the Licensee to lease space in the Community Center.

NOW, THEREFORE, in the consideration of the mutual covenants and agreements herein contained, it is agreed as follows;

1. Term. The term of this agreement shall be for one year ending at 11:59 p.m. on April 30, 2020. After that date, the Licensee and City will renew for additional terms of one year at the sole discretion of the City.

2. Payment. The Licensee shall pay to the City the sum of \$133.50 per month by the 1st of each month. A late fee of 10% shall be assessed if payment is not received by the 5th of the month. If payment is not received on or before the last day of the month, the City may, at its option, terminate this agreement.

3. Payment Increase. Any extensions or renewals of this Agreement shall be subject to an increase in the monthly payments.

4. Security Deposit. Licensee hereby agrees that Landlord will hold previous paid one month security deposit in the amount of \$106.00 through the term of the lease.

5. Space. Upon execution of this Agreement, the City shall designate Room 12 at the Greenbelt Community Center known as the Greenbelt Arts Center Costume Shop as the rented space. The room shall be for the exclusive use of the Licensee with access during Center business hours.

6. Obligations of the Licensee. The Licensee shall comply with the following obligations and requirements:

- (a) utilize such space allocated to it in said Center by the City;
- (b) keep the premises and fixtures in good order and condition and, at

the expiration or other termination of this Agreement, surrender same in like good order and condition, ordinary wear and tear excepted. The Licensee is responsible for providing their trash and recycling removal from the Center to the garbage areas located outside;

(c) maintain the premises in an organized fashion with clear passage to all doors and HVAC terminals. All doors must be able to open completely. On a bi-annual basis, conduct a review of inventory and discard unusable items and garbage;

(d) indemnify and save harmless the City from and against any and all claims, suits, damages, costs, losses and expenses arising from the Licensee's negligence or use of the subject premises;

(e) observe and comply with the regulations of the City as may be prescribed from time-to-time on written notice to the Licensee for safety, care and cleanliness of the Center and the comfort and convenience of other Licensees;

(f) obtain all insurance coverage for all personal property, materials, and tools, located at the Center;

(g) to describe all chemicals, equipment and tools that are stored and/or utilized at the Center. The Licensee shall update the City in writing during the course of this Agreement as needed;

(h) not store any hazardous materials on the premises or any materials that would violate the City's insurance policy on the Center.

(i) apply for and obtain all required County and State permits or licenses and provide the City with copies, if applicable.

7. Insurance. The Licensee shall furnish a Certificate of Insurance verifying the existence of \$100,000.00 in liability insurance coverage required by the City. The Certificate shall name the City as an additional insured and require sixty (60) days advance notice in the event of modification or termination.

8. Waiver. The City's failure to enforce any provision of this Agreement, any regulation required pursuant to this Agreement, or a breach by the Licensee, shall not be deemed a waiver of any such provision, regulation or breach.

9. Non-Liability. The City shall not be responsible for any liability, loss or damage to any personal property of the Licensee located in the Center with the exception of any damage caused by city employees or their contractual personnel.

10. Termination. Should either party fail to fulfill the terms of this agreement the other party may terminate the lease with thirty (30) days written notice. If the City decides to close or needs to stop operating the Center, this Agreement may also be terminated by the City upon thirty (30) days written notice. Upon termination, the Licensee shall immediately vacate the Center after the expiration of the last month paid in full. A fee for the entire month shall be assessed in the event that the Licensee holds over beyond

the termination date.

11. Assignments. The Licensee is prohibited from assigning this Agreement or any rights hereunder without the prior written approval of the City.

12. Joint and Several Liability. Each Licensee to this Agreement is jointly and severally responsible to the City for the full performance under this Agreement and for compliance with applicable laws, rules and regulations.

13. Space Alteration. The Licensee shall not make any structural or substantive alterations or additions to the work space without the prior written consent of the City. The Licensee may attach items to the walls, e.g. photographs or plaques and bookcases or cabinets, and may repaint. Alterations, improvements and changes made by the Licensee shall be performed at the Licensee's sole expense.

14. Utilities. The City shall furnish water, gas, sewer, electricity, light, heat, and power. The Licensee upon written approval by the City, may install telephone, cable television, and other utility service to its work space. The Licensee shall be responsible for any costs associated with the installation and the provision of any additional utility services and for monthly telephone charges.

15. Lost Key Charge. Licensee will be charged for replacement of lost or stolen keys according to the Facility Key Agreement. Licensee must report to City that the key has been lost or stolen.

IN WITNESS WHEREOF, the parties herein have affixed their signatures on the day and year first written above.

WITNESS:

LICENSEE:

Name:

Title:

CITY OF GREENBELT

Name:

Title:

GREENBELT ARTS CENTER

City Council Agenda Item Report

Meeting Date: March 25, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

* Reappointment to Advisory Group

Suggested Action:

Reference: Reappointment Survey

Michael Hartman has indicated his willingness to continue to serve on Greenbelt Advisory Committee on Environmental Sustainability (Green ACES).

Approval of this item on the consent agenda will indicate Council's intent to appoint Mr. Hartman to a new term on Green ACES.

Attachments:

[M. Hartman.pdf](#)

CITY OF GREENBELT, MARYLAND
SURVEY FOR REAPPOINTMENT TO
CITY COUNCIL ADVISORY BOARDS AND COMMITTEES

1. Do you desire to continue your current appointment? Why? Yes
The work of Green Aces is never done. I want to continue to help Greenbelt continue on its journey to complete sustainability and environmental health.
2. Do you wish to serve on a different board/committee? If so, please indicate which one.
Not at this time
3. Have you found your participation rewarding?
Very
4. Do you feel the board/committee functions effectively? Please comment.
Yes. Under the expert leadership of John Lippert and the fantastic support of Luisa Robles
5. What are its strengths? Weaknesses?
Strengths - Clear understanding of the factors that help Greenbelt improve its sustainability practices
Weaknesses - Many vacancies -
6. What changes would you recommend?
Better recruitment of members
7. Are you currently employed by or under contract with the City of Greenbelt?
No
8. Any additional comments you wish to make.
Thank you for the opportunity to support the city in these efforts

Name MICHAEL HARTMAN Date _____

Advisory Board or Committee GREEN ACES

Address _____

Phone: Home _____ Work _____

E-Mail Address _____

CODE OF CONDUCT FOR ADVISORY BOARD AND COMMITTEE MEMBERS

The City Council of Greenbelt has a number of Advisory Boards and Committees which provide advice in subject areas from planning to the environment to senior issues. These boards and committees are comprised of Greenbelt citizens volunteering their talents and time to the community. Council greatly values the service of all advisory board and committee volunteers.

This code has been created to ensure that all board and committee members have clear guidelines for carrying out their responsibilities in their relationships with each other, City Council, staff and members of the public. All board and committee meetings are conducted in accordance with the Maryland Open Meetings Act.

- Individual Advisory Board and Committee members and the collective group will perform their duties in a professional and respectful manner.
- Members should recuse themselves from discussions and votes on matters where they may have a conflict of interest.
- Members are to promote confidence in the integrity of the City of Greenbelt government and always act in the public interest and not in their private interest. Members should protect the reputation of their board or committee, its members, City Council and staff. They should not engage in any activity(s) that would bring the board or committee or the City into disrepute.
- Members will respect the limitations of their individual and collective authority. The role of the Advisory Board or Committee is to advise the City Council.
- Members will strive to respect and appreciate differences in approach and point of view, whether from their colleagues, City Council, staff or members of the public.
- Each member will participate in the group's discussions and work assignments without dominating the discussion or activity of the group.
- The board or committee chair will ensure that all members have a fair, balanced and respectful opportunity to share their knowledge and perspectives.
- The board or committee will attempt to reach consensus on issues. If consensus is not possible, strong differing opinions, such as minority opinions, should be recorded and acknowledged in the report to City Council.
- The agreement of an individual member of the board or committee must be obtained prior to the release of his or her personal member information obtained through the advisory board or committee membership.
- Members communicating in public on board or committee business must clarify that he or she is not speaking on behalf of the board or committee or the City, but as an individual, unless authorized to do so by the board or committee or the City.

It is the responsibility of members to attend all meetings to ensure that a quorum is present to conduct board or committee business. The Chair of the board or committee will maintain accurate attendance records. Council may remove an advisory board or committee member who misses, without being excused by the majority of the advisory board or committee, three consecutive meetings or more than 25 percent of the regular meetings during any calendar year.

Violations of the Code of Conduct

Violations of one or more of the standards or requirements of this Code of Conduct may result in the immediate termination of a member's appointment to serve on an advisory board or committee. Additionally, any member may be removed by Council action based on Council decision that removal is in the best interests of the City. Members may be removed from any advisory board or committee by a majority vote of the City Council.

Acknowledged and Agreed to:

Signature: _____

Printed Name: _____

Advisory Group: _____

Date: _____

City Council Agenda Item Report

Meeting Date: March 25, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section:

Subject:

Meetings

Suggested Action:

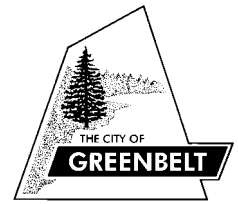
Attachments:

[meetings.pdf](#)

CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891

3/20/2019 11:50 AM



City Council Meetings & Work Sessions March – April – May

Budget Work Session - Overview, Revenues & General Government/Other Funds / Non-Departmental & Fund Transfers, (CC)	Wed.	03/27	7:30 pm
Work Session - Windsor Green Community Center Renovation	Mon.	04/01	8:00 pm
Budget Work Session – Misc. – Museum/Grants & Contributions/Social Services, (SHL)	Wed.	04/03	7:30 pm
PGCMA, Seat Pleasant	Fri.	04/05	7:00 pm
Advisory Board Interview	Mon.	04/08	7:40 pm
Regular Meeting	Mon.	04/08	8:00 pm
Budget Work Session – Public Safety, (SHL)	Wed.	04/10	7:30 pm
Work Session – Comprehensive Housing Strategy / Affordable Housing with County Council Chair Todd Turner	Mon.	04/15	8:00 pm
Budget Work Session – Public Works/Capital Projects, (Greenbriar)	Wed.	04/17	7:30 pm
PGCMA, College Park Municipal Building	Thurs.	04/18	7:00 pm
Regular Meeting/1st Public Hearing	Tues.	04/23	8:00 pm
Four Cities Meeting (Greenbelt)	Wed.	04/24	7:30 pm
Budget Work Session – Recognition Groups	Mon.	04/29	7:00 pm
Budget Work Session – Planning/Economic Development, CC	Wed.	05/01	7:30 pm
Budget Work Session – Recreation	Mon.	05/06	7:30 pm
ACE Student Awards	Wed.	05/08	7:00 pm
Regular Meeting	Mon.	05/13	8:00 pm
Budget Work Session – Final Budget Review, CC	Wed.	05/15	7:30 pm
Budget Work Session – Green Ridge House	Mon.	05/20	7:30 pm
Work Session – GATe, CC	Wed.	05/22	8:00 pm
No Meeting – City Holiday – Memorial Day	Mon.	05/27	8:00 pm
Regular Meeting – 2nd Public Hearing/Constant Yield Tax Rate	Tues.	05/28	8:00 pm
Work Session – Dog Park, CC	Wed.	05/29	8:00 pm

- *Councilmembers will present reports on conferences, meetings and events as the last item of business at Monday Work Sessions.*

This schedule is subject to change. For confirmation, call 301-474-8000. Regular and Special meetings and Work Sessions are open to the public. If special accommodations are required for any disabled person, please call 301-474-8000 or 301-474-3870 no later than 10 a.m. on the meeting day. Deaf individuals are advised to use MD RELAY at 711 or e-mail banderson@greenbeltmd.gov to reach the City Clerk. Unless otherwise noted, meetings will be held in the Council Room of the Municipal Building (MB) at 25 Crescent Rd. Meetings marked "CC" will be held in the Community Center at 15 Crescent Rd., "Greenbriar" will be held in the Terrace Room at 7600 Hanover Parkway, "SHL" will be held in the Springhill Lake Recreation Center and Green Ridge House will be held at 22 Ridge Road.

Bonita Anderson, City Clerk

A NATIONAL HISTORIC LANDMARK

(301) 474-8000

fax (301) 441-8248
www.greenbeltmd.gov

MD RELAY 711

CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891

3/20/2019 11:50 AM

Ready to be scheduled:

Prince George's County Executive Alsobrooks
State's Attorney Braveboy
WSSC
Forest Preserve/Community Gardens
Sustainable Land Care Policy
Capital Office Park
CRAB Report – Police Community Relations
Verizon
Greenbelt Watershed Groups
Cemetery Plans
University of Maryland (2019)
Roosevelt Center Owner
Religious Organizations
Beltway Plaza (stakeholder)
NASA
GHI – NCOZ
Greenbelt Postmaster

For later scheduling:

Zoning Enforcement
Parkway Apartment Owners/GHI (parking)
Northway Fields Master Plan
City Manager Updates (Jan, Pre-budget; July & Sept/Oct)
Meeting with County on Transportation Plan
Hotels
PRAB – Buddy Attick Park Master Plan
Forest Preserve Health Assessment

City Council Agenda Item Report

Meeting Date: March 25, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section:

Subject:

Stakeholders

Suggested Action:

Attachments:

[Stakeholder Schedule.pdf](#)

Annual														
Advisory Group Chairs	3/16	2/17	7/18											
Franklin Park at Greenbelt Station Mgmt.	8/16	11/17	12/18											
Greenbelt East Advisory Coalition	3/16	7/17	3/19											
Greenbelt Homes, Inc.	6/16	7/17	7/18											
County Executive/ County Council	12/13	9/16	1/19											
Biennial														
Roosevelt Center Merchants	11/16	1/18												
Beltsville Ag. Research Center/ NPS Greenbelt Park	03/14	7/16	8/18											
	7/15	1/18												
Beltway Plaza	9/14	3/17												
Greenway Center	7/14	12/16	2/19											
Civic Associations	8/14	2/18												
NASA/GSFC	3/15	3/17												
PG Co. Economic Development Corp.	8/14	4/17												
School Board	2/16	5/17	10/18	3/19										
State Highway Administration	6/15	10/17												
Every Three Years														
Apartments	2/18													
Religious/Spiritual Organizations	3/13	6/15												
Greenbelt Watershed Groups	8/14	10/16												
Hotels														
University of Maryland	3/13	4/15												
Every Three Years or Major Issue														
Comcast	9/13	11/17												
Verizon														
PEPCO	9/14	1/17												
WSSC	12/12	9/16												
WGL														
Capital Office Park	12/12	1/16												
Other Business Parks:														
Maryland Trade Center														
Golden Triangle														
Hanover Parkway														
Belle Point														
Edmonston Road														
Hanover Parkway														
Roosevelt Center Owner	9/15													

WMATA/PGDPW&T (Semi-Annual)	11/16	9/17	11/18											
Other/As Needed														
M-NCPPC/Planning Board (Major Issue)	6/06	7/14												
Business Coffee (Every Four Months)	10/17	2/18	8/18	11/18	2/19									
State's Attorney (4 years)	2/11	4/15												

(Rev. January 18, 2019)