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January 11, 2013

HAND DELIVERY

Board of Zoning Adjustment
441 4th Street, NW, 2nd Floor
Washington, DC 20001

Re: Case No. 18445

Dear Chairman Jordan and Board Members:

On behalf of Ana Maria Lora-Garcia, and as referenced in the Amendment to Application for Variance/Special Exception for a Child Development Center under Section 205, located at 1353 Tuckerman Street, NW (Sq. 2786, Lot 0106, Zone R-1-B) submitted in connection with Case No. 18445, enclosed is an executed copy of the Neighborhood Cooperation Agreement dated as of January 1, 2013, between Ms. Lora-Garcia and Advisory Neighborhood Commission 4A.

Please feel free to call me at (202) 955-1912 if you should have any questions or comments

Sincerely,



Jason O. Zeigler

cc: Ana Maria Lora-Garcia
Cory Mengual, Child Care Licensing Program Specialist
Dwayne M. Toliver, Esq., Chair, ANC 4A
Marian Bennett, Esq., Commissioner, ANC 4A
Steven Whatley, Commissioner, ANC 4A

BOARD OF ZONING ADJUSTMENT
District of Columbia
CASE NO. 18445
EXHIBIT NO. 42

NEIGHBORHOOD COOPERATION AGREEMENT

This NEIGHBORHOOD COOPERATION AGREEMENT, is made effective as of this 1st day of January, 2013 ("Effective Date"), by and between Ana Maria Lora-Garcia, sole proprietor of that certain home-based daycare center currently doing business as The Little Green Nest ("TLGN"), and Advisory Neighborhood Commission 4A of the District of Columbia ("ANC4A"). TLGN and ANC4A are each referred to as a "party" and collectively as "parties".

WITNESSETH

WHEREAS, TLGN is located at Lot 2786 in Square 106, and more commonly referred to as, and has a business address at, 1353 Tuckerman Street, N.W., Washington, D.C. (the "Property"); and

WHEREAS, TLGN has informed ANC4A and certain nearby residents residing in the neighborhood surrounding the property that TLGN desires to obtain approval from the Board of Zoning Adjustment of the District of Columbia ("BZA") of TLGN's application to expand its home day center ("Center") activities to increase participation/enrollment in such center by two additional children up to twenty-four (24) months of age ("Expansion"), which application is identified as Application No. 18445, as may be amended from time to time ("Application"); and

WHEREAS, ANC4A is located in, and represents the interests of, residents of, and businesses operating in, the area under the jurisdiction of ANC 4A; and

WHEREAS, ANC4A desires to maintain and promote the residential character and quality of the residential areas in geographically close proximity to the Property ("Community"); and

WHEREAS, certain residents living in the Community ("Stakeholders") have expressed concerns about the impact that the Expansion might have on the quality of life of such residents and vehicular traffic in the Community due to the operation of the Center; and

WHEREAS, TLGN desires to address the concerns raised Stakeholders and ANC4A; and

WHEREAS, TLGN recognizes the importance of conducting its business operations in harmony with the Community, and intends to contribute toward the general improvement of the Community; and

WHEREAS, TLGN intends to operate the Center with due consideration for the quality of life of the Community with respect to vehicular traffic matters and other factors, and to maintain communication with the ANC4A in respect of such matters; and

WHEREAS, TLGN desires to obtain the ANC4A's support, as may be duly authorized and reasonably necessary, of the Application; and

WHEREAS, the parties desire to enter into this Agreement in order to evidence their understandings and agreements to effectuate the foregoing, and attend to such other matters as expressly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, as further described herein, the mutual receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. TLGN covenants and agrees that is shall fully and faithfully comply with all applicable laws, regulations, orders and rules of the agencies and instrumentalities of the District of Columbia having jurisdiction or authority over the establishment and operation of the Center (each a "Law" and collectively "Laws"), including any order or condition issued by the BZA in connection with the Application.
2. TLGN also covenants and agrees that is shall fully and faithfully comply with the terms of this Agreement.
3. TLGN agrees to use best efforts to cause parents and/or guardians using motor vehicles ("Drivers") to transport children enrolled or participating in activities at the Center ("Child" or "Children") to faithfully adhere to the following pick-up and drop-off procedures:
 - a. Drivers will not drive through or into any of the Tuckerman Street between 13th and 14th Street NW alleys to either pick up or drop off Children.
 - b. TLGN will require all Drivers to display in the windshield of the motor vehicle being operated to transport Children to and from the Center a placard (to be provided by TLGN).

- c. For 30 minutes during morning and evening peak pickup and drop-off periods (now expected to be 8:00 A.M. to 8:30 A.M. and 5:30 P.M. to 6:00 P.M.), TLGN will cause at least one staff person to:
 - i. be posted in front of the Center to direct all Drivers to park legally on Tuckerman Street and walk their youngsters to TLGN;
 - ii. not allow Drivers to park in or obstruct any driveway or garage; and
 - iii. make a written report of each observed or reported violation to TLGN.
- d. TLGN will report to the ANC4A and the ANC Commissioner for the single member district where the Property is located how TLGN handled complaints and will report on the disposition of complaints at least once per calendar quarter.
- e. During peak morning and afternoon activity, and randomly at other times, TLGN management staff will monitor the street parking areas in front of the Center to assure that Drivers follow the pickup and drop-off Rules (hereafter defined).
- f. TLGN will encourage each member of its staff who drives to the Center to share rides/carpool and use public transportation, and to support their use of public transportation.
- g. TLGN will maintain current and up-to-date information on vehicles driven by Drivers and TLGN staff, including the year, make, model, and license plate number of vehicles typically used to transport Children to and from the Center, such information to be on file with TLGN.
- h. TLGN will provide not less than quarterly reminders to Drivers and TLGN staff to adhere to the parking and traffic management restrictions within the local area, particularly the residential permit parking zones.
- i. TLGN will give priority in enrollment of new children in the Program to children residing in Ward 4, assuming such other factors considered by TLGN in enrolling new children are equal.
- j. TLGN will incorporate general rules (approved by the parties and as may be modified, from time to time, by the parties' consent) for drop-off and pickup of

Children enrolled or participating in activities at the Center into each agreement with parents and/or guardians of such Children ("Rules").

- k. TLGN shall post the Rules both in a conspicuous location in the Center, and TLGN will frequently communicate the Rules through periodic correspondence with Children's parents and/or guardians.
- l. Violations of the Rules will be handled as follows:
 - i. All complaints of violations of the Rules will be received by TLGN or ANC4 and documented by TGLN. Such complaints will be communicated as a notice of violation and warning to the parent/guardian of the involved and a reminder will be given to the TLGN community.
 - A. Each such complaint will be documented in the Child's file and the parent/guardian will receive a warning.
 - B. The first verified violation (a "verified violation" being a violation of the Rules evidenced by a photograph) of the Rules will result in a \$25 fine.
 - C. The second verified violation of the Rules will result in a \$50 fine and a parent/guardian meeting with TLGN.
 - D. The third verified violation of the Rules will result in a \$100 fine and a parent/guardian meeting with TLGN.
 - E. The fourth verified violation of the Rules will result in termination of the family's participation/enrollment at TLGN. Notwithstanding the foregoing to the contrary, before a termination order is effective, the parent/guardian will be permitted to appeal the termination to a committee made up of three people, one from TLGN, and two Commissioners from ANC 4A (the "Committee"), which Committee shall will have the final authority to decide whether the termination should be implemented. Any appeal must be filed with the Committee within ten (10) days of notice of the

violation. Failure to appeal within such ten (10) days operates as a waiver of any right to file an appeal thereto.

- F. The parent/guardian will have an opportunity to respond in writing to each notice of violation of the Rules.
 - G. Any fines collected from violators of the Rules will be donated by TLGN to a community-benefit organization to be determined by TLGN to be used to directly support community betterment initiatives and/or programs. TLGN shall notify ANC4A of the name and amount of any such donations.
- 4. TLGN will meet with ANC4A, or a committee appointed by ANC4A on a regular basis, not less often than once every three months, and more often if circumstances require, to review concerns, hear feedback, and take appropriate action.
 - 5. TLGN shall provide ANC4A with the name, telephone number, cell phone, and email address of an authorized representative TLGN who can accept complaints, acknowledge a problem, take appropriate action, and monitor actions taken by others to alleviate reported problems and prevent recurrence of such problems.
 - 6. Subject to TLGN's faithful satisfaction of the terms of this Agreement, ANC4A agrees to support the Application, in writing and/or by oral testimony of a duly authorized Advisory Neighborhood Commissioner of ANC4A in any administrative proceedings, applications, and/or actions before the various District of Columbia agencies in order to implement the objectives and intent of this Agreement.
 - 7. Notwithstanding anything in this Agreement to the contrary, this Agreement shall be effective and binding only in the event that the BZA approves the Application.
 - 8. It is understood that this Agreement does not limit the ability of any party at any time to enforce existing or future Laws or to seek or oppose any change in any existing Laws.
 - 9. If any provision of this Agreement or any application thereof shall be declared to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be

affected or impaired, and such remaining provisions shall continue in full force and effect.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein.
11. All parts of this Agreement shall be governed by and construed in accordance with applicable laws of the District of Columbia.
12. The provisions of this Agreement are binding on TLGN, its subcontractors, agents, assigns, and other successors in interest; and, subject to the aforestated limitations, on ANC4A.
13. The Parties agree that TLGN and ANC4A will recommend to the BZA that this Agreement be incorporated into the BZA's record pertaining to the Application, and that this Agreement be made a part of the BZA Order regarding same.
14. No change or modification of this Agreement or any waiver of the provisions hereof shall be valid unless same is in writing and signed by a simple majority of a vote of the then then-duly elected and serving Commissioners of ANC4A.
15. Waiver from time to time of any provision or of any default hereunder shall not be deemed to be a full waiver of such provision or waiver of any other provision hereunder or a waiver of any earlier or later default.
16. All notices and communications hereunder shall be in writing and deemed duly given if personally delivered or delivered by facsimile or certified mail, return receipt requested, postage prepaid as follows:

If to ANC4A, to:

Advisory Neighborhood Commission 4A
7600 Georgia Avenue, N.W., Suite 205
Washington, DC 20012
ATTN: Chair
Email: 4A@anc.dc.gov

If to TLGN, to:

The Little Green Nest
1353 Tuckerman Street, N.W.
Washington, DC 20012
ATTN: Ana Maria Lora-Garcia
Email: thelittlegreennest@yahoo.com

Either party may change its address by notifying the other party in writing of its new address by delivering notice as required in this Section.

Notice shall be deemed effective as follows: by personal delivery, upon the day of delivery, with a written receipt therefor; by certified mail, two (2) business days from the date of mailing; and by overnight courier, one (1) business day from the date of deposit of such notice with the courier.

17. Any date specified in this Agreement which is a Saturday, Sunday or legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday observed by the Government of the District of Columbia.
18. Any reference herein to the singular shall include the plural and reference to the male, female, or neuter gender shall include reference to all other genders.
19. Time shall be of the essence with regard to all matters contained within this Agreement.
20. This Agreement may be executed in counterparts, such that all counterparts when read together shall constitute one instrument.

[SIGNATURES FOLLOW]

This Neighborhood Cooperation Agreement is executed and delivered as of the Effective Date.

THE LITTLE GREEN NEST

By: 
ANA MARIA LORA-GARCIA, sole proprietor

ADVISORY NEIGHBORHOOD COMMISSION 4A

By: _____
DWAYNE M. TOLIVER, Chair

This Neighborhood Cooperation Agreement is executed and delivered as of the Effective Date.

THE LITTLE GREEN NEST

By: ANA MARIA LORA-GARCIA, sole proprietor

ADVISORY NEIGHBORHOOD COMMISSION 4A

By: Dwayne M. Toliver
DWAYNE M. TOLIVER, Chair