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Board of Zoning Adjustment
District of Columbia
CASE NO.16821
EXHIBIT NO.2A4

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement ("Agreement") is entered into as of the date of its complete execution, as shown below, by and between, the District of Columbia (District), and Michael Sussman, doing business as Georgetown Flea Market LLC (Flea Market), regarding appeal No. 16642 before the District of Columbia Board of Zoning Adjustment concerning the Zoning Administrator's decision to deny the Flea Market a certificate of occupancy to sell antiques and collectibles on Sundays in the parking lot of Hardy School located at 1819 35th Street, N.W., Washington, D.C.

II. PREAMBLE

WHEREAS, at all relevant times, Mr. Michael Sussman owned and operated the Flea Market pursuant to a lease with the District of Columbia Public Schools;

WHEREAS, Mr. Sussman contends alternatively that: (1) No certificate of occupancy is needed for continued use of this District-owned property to operate the Flea Market since the use predated the requirement that District-owned properties are subject to the Zoning Regulations; (2) Notwithstanding the fact that no certificate of occupancy is required to continue the use, Mr. Sussman has obtained a validly issued certificate of occupancy dated February 29, 2000, to operate at the subject premises; (3) the Zoning Administrator should be barred from applying the Zoning Regulations to the Appellant according to the equitable doctrine of laches; and (4) the use of a portion of the site for the sale of antiques and collectibles on Sundays only is a permitted use of the school parking lot.

WHEREAS, the District contends that Mr. Sussman's leasehold is subject to the District's zoning laws and regulations and that its use as a flea market requires that he obtain a valid certificate of occupancy;

WHEREAS, although the parties disagree as to the merits of such issues, they acknowledge and agree that their interests and the interest of the public in general are served by a prompt negotiated resolution of their differences, such that the Flea Market may remain in operation consistent with the laws of the District of Columbia.

III. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations set forth below, and for good and valuable consideration as stated herein, the parties agree as follows:

1. Concurrent with the execution of this agreement, Mr. Sussman will surrender his current certificate of occupancy No. 186657 and submit an application for a new certificate of occupancy to the District of Columbia Department of Consumer and Regulatory Affairs, Building and Land Regulation Administration.

2. DCRA's Building and Land Regulation Administrator will concurrently review the application for the new certificate of occupancy and shall issue a certificate of occupancy for the building located at lot 850 square 1297, known as 1819 35th Street, N.W. for the purposes of SALES OF ANTIQUES AND COLLECTIBLES (FLEA MARKET SUNDAYS ONLY) – NOT SEXUALLY ORIENTED- AND SUBJECT TO ALL CONDITIONS LISTED IN THE SETTLEMENT AGREEMENT BETWEEN MICHAEL SUSSMAN AND THE DISTRICT OF COLUMBIA DATED _____. DCRA's Building and Land Regulation Administrator's decision to issue a new cetificate of occupancy shall act to rescind the letter dated October 6,

1999, from Edgar T. Nunley, Chief of the Zoning Review Branch, DCRA, to Michael Sussman, disapproving Mr. Sussman's application #607586 for a certificate of occupancy to use the paved front and rear areas on the open lot at 1819 35th Street, N.W. (Square 1297, Lot 850) for the "Sale of Antiques and Collectibles - Sundays only 7:00 am to 6:00 pm."

3. Mr. Sussman agrees to operate the Flea Market only on Sundays and to limit the hours of operation for the Flea Market to 9:00 AM until 5:00 PM, with vendor arrival to begin no earlier than 6:00 AM, vendor set up to begin no earlier than 7:00 AM, and vendor clean up to be completed no later than 7:00 PM.

4. Mr. Sussman agrees that he will include on the Flea Market's website, advertisements and public notices a statement that "PATRONS OF THE FLEA MARKET MAY NOT USE THE SAFEWAY PARKING LOT FOR PARKING." Mr. Sussman also agrees that he will create a temporary sign that contains the above statement to be placed at the entrance to the Safeway parking lot during all hours of operation of the Flea Market, provided Safeway agrees to allow the sign to be placed on its property located at 1855 Wisconsin Avenue, N.W., Washington, D.C. Mr. Sussman also agrees that he will instruct his onsite security to be on call to assist Safeway should it discover that Flea Market patrons have improperly parked in Safeway's lot, between the hours of 10:00 A.M. through 3:00 P.M.

5. Upon receipt of a new certificate of occupancy, Mr. Sussman will take all necessary steps to dismiss with prejudice his Board of Zoning Adjustment Appeal No. 16642.

6. Nothing in this agreement shall be construed to limit the District of Columbia Public Schools' ability to enter into, renew, or terminate any lease that it has or may have with Mr Sussman for the premises to which the certificate of occupancy applies.

7. This Agreement is intended to be for the sole benefit of the parties and by this instrument the parties do not release any claims against any other person or entity.

8. Each party to this Agreement will bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

9. This Agreement constitutes the complete agreement between the parties. This Agreement may not be amended except by written consent of the parties.

10. The undersigned individuals signing this Agreement on behalf of Mr. Sussman represent and warrant that they are authorized by Mr. Sussman and Georgetown Flea Market LLC to execute this Agreement. The undersigned District of Columbia signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

11. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.

12. This Agreement is effective on the date of signature of the last signatory to the Agreement.

FOR THE DISTRICT OF COLUMBIA

Dated: 10-5-01

ROBERT R. RIGSBY
Corporation Counsel

SHARON STYLES-ANDERSON, Bar #412158
Senior Deputy Corporation Counsel for
Public Protection and Enforcement

CHARLOTTE W. PARKER, Bar #186205
Acting Deputy Corporation Counsel
Civil Division [DC-CA]

ARTHUR J. PARKER, Bar #376054
Civil Division
441 Fourth Street, N.W., Suite 450N
Washington, D.C. 20001
(202) 727-0874

FOR THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

Dated: 10-9-01 By:

J. GREGORY LOVE
Administrator, Building and Land
Regulation Administration, DCRA

FOR MICHAEL SUSSMAN/GEORGETOWN FLEA MARKET LLC

Dated: 10-5-01 By:

MICHAEL SUSSMAN/GEORGETOWN
FLEA MARKET LLC
Owner, Georgetown Flea Market LLC

Dated: 10-5-01 By:

MICHAEL SUSSMAN
Individually

Approved as to form By:

NORMAN M. GLASGOW, Jr.
Suite 100
2099 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 955-3000

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GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUILDING AND LAND REGULATION ADMINISTRATION

July 25, 2000

Mr. Gerald Cooke, Facilities Director
District of Columbia Public Schools
825 North Capitol Street, NE.
Washington, DC 20002

Re: **Georgetown Flea Market (Point of Clarification)**

Dear Mr. Cooke:

This office recently became aware that there was some ambiguity regarding the status of the Georgetown Flea Market (GTFM) as it relates to its commercial use of the school property, from a zoning standpoint. Accordingly, this letter is to clarify the position of the Office of the Zoning Administrator in that regard.

Currently, GTFM does not have a certificate of occupancy (Cof O) or approval in the form of a *Variance* or *Special Exception* from the Board of Zoning Adjustment (BZA). The Zoning Administrator's Office does not have the statutory authority to issue a CofO for a use that is not a "use by right". To address such uses or circumstances, the code prescribes that the BZA approve such uses via a *Variance* or *Special Exception.*

It is my understanding that a variance application was filed before the BZA, however, the applicant withdrew it. In the meantime, the Office of the Zoning Administrator had previously issued the applicant a C of O in error. The issued C of O was based on a wrong interpretation of the 90-day emergency legislation passed by the City Council. Upon realizing the error, the ZA's Office contacted counsel for the GTFM and advised them of the required corrective action.

This issue was raised with the District of Columbia Public Schools last fall with the understanding that they would do everything necessary to facilitate GTFM's responsiveness to the city's zoning laws. We therefore encourage you to have GTFM appeal before the BZA immediately for a variance or special exception to continue operations at Hardy Elementary School, although the C of O has not been revoked.

I trust this response addresses your concern and clarifies the position of the Zoning Administrator. If I can be of additional assistance, please contact me at 442-4576.

Respectfully,

Michael D. Johnson
Zoning Administrator

cc: Hon. Jim Graham, DC Council
Lloyd Jordan, Director
Armando Lourenco, Administrator

MDJ/mdj/er
my/legal/fleamarketltr

DISTRICT OF COLUMBIA
PUBLIC SCHOOL
REAL ESTATE OFFICE
2000 JUL 27 PM 2:11



DISTRICT OF COLUMBIA PUBLIC SCHOOLS

DIVISION OF FACILITIES MANAGEMENT
REALTY BRANCH
1709 3RD STREET, N.E. WASHINGTON, D.C. 20002

February 28, 1995

Mr. Michael Sussman
Georgetown Flea Market
2109 "N" Street, N. W.
Washington, D. C. 20037

Dear Mr. Sussman:

This letter is to inform you that Georgetown Flea Market's request to use the parking lot at Rosario School is canceled. This action is necessitated because Ms. Sonia Gutierrez, Principal of the Rosario School has withdrawn her approval of your usage of the Rosario Parking lot, which was scheduled to begin on Sunday, March 5, 1995. If there are any questions regarding this decision you must contact Ms. Gutierrez.

Sincerely,

Veronica L. Falwell

Veronica L. Falwell
Realty Officer

cc: Ms. Gutierrez
Mr. William McAfee
Mr. Kenneth Milner



"DESK COPY

NOV 19 RECD

Rose L. Hardy Middle School PTA
1819 35th St., NW
Washington, DC

NOV 18 RECD

November 9, 1999

Ms. Arlene Ackerman
Superintendent
DC Public Schools
825 N. Capitol St., NW
Washington, DC

Dear Ms. Ackerman:

We, the undersigned members of the Executive Board of the Rose L. Hardy Middle School PTA and Parents of Hardy School, wish to present the following statements and views on the leasing of the Hardy School grounds to the operator of a flea market:

1. DCPS ERRED IN INTERPRETING THE REGULATIONS REGARDING ALLOWABLE AND APPROPRIATE ACTIVITY ON SCHOOL PROPERTY.

   The Municipal Regulations state that all non-DCPS activities on school property shall be consistent with the educational mission of the building and grounds being considered. The Municipal Regulations list a number of allowable activities on school property. **Commercial activity is last on that list.**

   The flea market operator leases the entire grounds of Hardy and then subleases space to sellers of foodstuffs, antiques, pictures, rugs, and other new and used items for resale. None of proceeds of the lease, sub-leases, or sales inures to the benefit of Hardy School. There is no component of the flea market operation that can, in any way, be related to the educational mission of Hardy or any other school.

2. DCPS ERRED IN THE PROCEDURES FOR NEGOTIATING AND APPROVING THE LEASE IN THAT THE PRINCIPAL OF HARDY DID NOT PARTICIPATE IN THE NEGOTIATION OF THE LEASE AND DID NOT SIGN THE USE AGREEMENT.

   The DCMR and DCPS's internal regulations stipulate that the Principal shall , at a minimum, agree to the conditions of the use agreement and shall sign the use agreement. The Principal at Hardy was neither a party to

the negotiations of the lease nor did he sign the use agreement.

The purpose of this requirement is to provide the Principal with an opportunity to determine that the conditions of the use agreement are consistent with the mission of the building and that such use does not interfere with education. It also affords the Principal an opportunity to consider the views of the parents and local community in setting the terms.

3. THE CONTINUED USE OF THE GROUNDS FOR A FLEA MARKET JEOPARDIZES THE INVESTMENT IN THE NEW SPORTS FIELD AND BASKETBALL COURT.

DCPS has made a considerable investment in building a track, playing field, and basketball courts for use by the students of Hardy. Additionally, other aesthetic improvements have been made in the front of the school such as the construction of plant boxes and the planting of trees and shrubs.

The flea market has always occupied the entire property for its use. The new fields now use about 40% of the grounds. There has been, however, no reduction in the amount of activity of the flea market. To the contrary, the sellers now pack themselves into the smaller space. A recent count indicated that there were 85 vehicles on the grounds using every available square foot of space. We have observed vehicles backing up on the sidewalks, pushing newly planted trees and shrubs in the process. It is only a matter of time before the sellers begin to place their vehicles and wares on the playing fields and cause costly damage.

4. THE CONTINUED USE OF THE GROUNDS FOR A FLEA MARKET IS INCOMPATIBLE WITH THE COMMUNITY'S USE OF THE SPORTS FIELD AND BASKETBALL COURT.

Sports fields and basketball courts area natural drawing card for local residents, both children and adults, to participate in athletic activities. These are appropriate and ordinary uses of school grounds. The presence of trucks, cars, and large crowds is not compatible with that use.

5. DCPS DOES NOT ENFORCE THE CONDITIONS OF THE AGREEMENT.

DCMR includes several standard clauses for use of school property. For instance, lessors shall not place signs or other items on school buildings or

fences. We have observed several signs which are routinely hung on fences and the building. Sellers hang paintings of window screens. Portable toilets and trash cans are left on the property during the week. If DCPS were to inspect the grounds while in use, these and other violations would be apparent.

6. THE LEASE MAY BE IN VIOLATION OF OTHER DC LAWS AND REGULATIONS

Recently, the DC Zoning Administrator issued a ruling that the flea market was operating in violation of the zoning laws. It is a commercial activity which is not approved for that block. No Certificate of Occupancy has issued. The operator could not then have the appropriate business licenses and registrations. The lease is, therefor, in violation of several DC laws and regulations.. DCPS should not be a party to a lease which does not ensure compliance with all DC laws.

All the reasons above indicate that DCPS should revoke the current lease. If, however, DCPS decides that it can lease the property we, through the Principal and the PTA, would like to actively participate in the negotiation of the revised lease agreement.

We have attached sheets with the signatures of parents at Hardy who agree with this position.

The purpose for which Hardy was built - education - must always be the prime consideration in determining its use.

Sincerely,

Marty Tillman, President

Cheryl Clark, Vice President

Robert Moore, Treasurer

Karen Frazier

Karen Frazier, Secretary

cc: Mr Jack Evans, DC Council
Ms. Kathy Patterson, DC Council
Ms. Westy Byrd, DC Board of Education

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ROSE L. HARDY MIDDLE SCHOOL PTA
"FLEA MARKET" PETITION
NOVEMBER 9, 1999

We, the undersigned Parents and Friends of Hardy School, support the Hardy PTA Executive Council in its opposition to the continued leasing of Hardy school property to the operator of the "Flea Market".

NAME		SIGNATURE
Velma	Anderson	Velma Anderson
MARY Anne	WRIGHT	Mary Anne Wright
Angela	Watson	Angela Watson
Susan	BACHRACH	Susan O Bachrach 3740 Bent
Nancy C	Brown	
Timothy	D'Emilio	T. D'E.
LEONELLE	CANESTANY	Leonelle Canestany
SHEILA	HOLEMAN	Sheila Holeman
Gail V.	Harris	Gail V. Harris
Evan	Hendricks	E D Hendricks
Mary Louise	Garrison	
Robin	Snead	Robin Snead
Dorothy	Dunkle	
Linda	Holifield	Linda M Holifield
Gloria	Lopez	Gloria Lopez
Linwood	Martin	

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ROSE L. HARDY MIDDLE SCHOOL PTA
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NOVEMBER 9, 1999

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NAME	SIGNATURE
Cynthia Martin	Cynthia Martin
Sheila Hutton	Sheila Hutton
C.J. Lopez II	CJ Lopez II
Margaret Lopez	Margaret Lopez
Beverly Jackson	Beverly Jackson
Henry Williams, Jr	Henry Williams
FRAN WARKING	Fran Warking
Joyce Ford	Joyce Ford
Nadine Bell	Nadine Bell

ROSE L. HARDY MIDDLE SCHOOL PTA
"FLEA MARKET" PETITION
NOVEMBER 9, 1999

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NAME	SIGNATURE
Gennevia Booker	Gennevia Booker
Cheryl Clark	Cheryl Clark
Tina Lathum	
Lisa Branick	Lisa Branick
Bonny M. Henderson	Bonny M. Henderson
David H. Reed	David H. Reed
Gertrude E Jones	
Idella McDermott	Idella McDermott
CAROLYN BETHEA	Carolyn G Bethea
MELVIN BETHEA	Melvin Bethea
Westley Byrd	Westley Byrd
Rosie Lee Ivy	Rosie Lee Ivy
Anne Masters	

ROSE L. HARDY MIDDLE SCHOOL PTA
"FLEA MARKET" PETITION
NOVEMBER 9, 1999

We, the undersigned Parents and Friends of Hardy School, support the Hardy PTA Executive Council in its opposition to the continued leasing of Hardy school property to the operator of the "Flea Market".

NAME	SIGNATURE
Dellie Reed	Dellie Reed
Donald Wyatt	Donald M. Wyatt
Perry Davis	
John Wilson	John B Wilson
JACK DELGADO	Jdelgado
Deborah J. Turner	Deborah J. Turner
DeBorah S. Thomas	DeBorah S. Thomas
Donald Wyatt	Donald M. Wyatt



INSTRUCTIONS TO USERS

APPLICATION TO USE FACILITIES, B & G FORM #5,

BOARD RULES

District of Columbia Public Schools
INSTRUCTIONS TO USERS
for Completing
APPLICATION TO USE FACILITIES

(B & G Form #5)

Introduction

All persons and groups who wish to use space in D. C. school buildings must complete this application at least 20 days prior to the proposed use. The applicable Rules of the Board of Education are included in the Use Agreement Handbook and are considered part of the application. Please read Chapter 5, Section 3500 through 3508 of the Rules of the Board of Education, before completing this application.

The Application to Use Facilities Form contains six (6) pages. The user is required to complete all of Page 1, 2 & 3, except for the part marked "Review by DCPS Content Area Consultant." The user must sign at the bottom of page 3 and at the top of page 4. At the top of page 5, the user must give the required information so that charges, if any, for the use may be calculated by the DCPS Realty Office. Similarly, at the top of page 6, Conditions of Use, the applicant must fill in the required information. Any items not completed or signatures missing will cause the application to be returned.

Approval by the Principal and Regional Assistant Superintendent, as indicated by their signatures on page 4 is necessary before the Realty Office will process any application. When additional approval is required (i.e., by the Director of Buildings and Grounds, the Superintendent or the Board of Education), such approval shall be obtained by the DCPS Realty Office. Twenty (20) days are required to process an application. Applications received by the Realty Office less than five (5) working days prior to the proposed use will not be processed.

School-Related Organizations

School-related organizations include PTA's, HSA's, Neighborhood School Councils, Local School Community Boards, community, parental and school advisory committees established pursuant to federal or local law, city-wide education organizations or local affiliates of national educational associations, and organizations providing volunteer support services to the School System.

These organizations may use DCPS space, except leased facilities, without charge during normal school hours for purposes not conflicting with the school's operations and not generating any additional costs to the Board of Education. HSAs/PTAs are entitled to four free meetings per year outside the normal operating hours for their school. Tickets for student activities, such as school dances, must be sold in advance, and all funds turned over to the appropriate school officials ahead of time. There may maybe no ticket sales at the door for these functions.

(c) Commercial enterprises whose activities are compatible with the educational program in the building.

3507 TERMS AND CONDITIONS OF LEASES

3507.1 The rent to be charged pursuant to net, co-tenancy, and joint occupancy leases shall be based upon the appraised fair market rental value; provided that in those instances where the Board of Education determines there to be a value to services to be provided supplementary to the educational programs of the School System, the Board may credit such in-kind services to the fair market rental value; provided, however, the Board of Education may, by a two-thirds vote, charge rent in an amount less than the fair market value -- but in no case less than the amount required to offset operating costs -- to non-profit preschools and child development or day care centers that provide services of substantial value to the local community, upon a showing by such center that it can not afford to pay rent based on the fair market rental value.

3507.2 In order for credit to be given for such in-kind services, the prospective tenant must make a written request stating therein the estimated value of such service. In any event, in-kind services shall not be credited to offset the Board of Education's recovery of operating costs.

3507.3 Any prospective lessee shall be responsible for compliance with all zoning regulations (or obtaining a variance therefrom); as well as compliance with Federal and local codes governing safety, health, and the environment. Moreover, should an occupancy permit be required pursuant to District of Columbia law and regulations, this shall be the responsibility of the lessee to obtain. All costs attendant thereto shall be borne by the lessee.

3507.4 The lessee shall submit proof of compliance with Subsection 3507.5 to the Superintendent or his or her designee.

3507.5 Other than for District of Columbia and Federal agencies, all lessees shall obtain and keep in effect the following insurance coverage:

(a) Public liability insurance in the amount of one million dollars ($1,000,000) for bodily injury per person and three million dollars ($3,000,000) maximum per accident;

(b) Property damage insurance in the amount of $200,000 for any one accident and an aggregate of $500,000;

(c) Fire and extended coverage insurance for a minimum of 100% of the value of the improvements on the property.

Leases for terms exceeding five (5) years shall require that the insurance to be obtained provide for escalation clauses in its coverage, as deemed sufficient by the Superintendent of Schools or his or her designee.

(c) Commercial enterprises whose activities are compatible with the educational program in the building.

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Leases for terms exceeding five (5) years shall require that the insurance to be obtained provide for escalation clauses in its coverage, as deemed sufficient by the Superintendent of Schools or his or her designee.

record for transmittal to the Board of Education. In structuring the hearing, provision will be made for the Board Member in whose Ward the building is located to be among those sitting and receiving comments.

3506 PRIORITY OF LESSEES

3506.1 Beyond the priority to be accorded agencies of the District of Columbia Government for leasing of available space in accordance with Subsections 3505.8 and 3505.9 above, the Board of Education shall rent entire buildings to those organizations or entities that will use the space in a manner most beneficial to the School System and its educational programs, in accordance with the following priority of users in descending order of preference:

(a) Programs (publicly-supported or private non-profit) which provide direct support to students enrolled in regular public school programs and which enhance their learning experience and educational opportunity; e.g., day-care and pre-school centers; public university programs; employment counselling centers;

(b) Housing for educational-related non-profit organizations whose efforts are designed to provide services to students and/or staff of the District of Columbia Public Schools, and community programs (publicly-supported or private non-profit) that are providing services to students enrolled in a regular school program or to the community at large;

(c) Housing for Federal government and quasi-governmental agencies for office or warehouse use;

(d) Commercial and service enterprises.

3506.2 Beyond the priority to be accorded agencies of the District of Columbia Government in accordance with Subsection 3505.8 above, for leasing of space in buildings jointly occupied by on-going public school educational programs, the Board of Education shall rent space, pursuant to joint occupancy leases, to those organizations or entities that will use the space in a manner most beneficial to the School System and its educational programs in accordance with the following priority of users in descending order of preference:

(a) Educational programs (publicly-supported or private non-profit) which will support services provided to students and staff in that building and which are compatible with the on-going educational program;

(b) Programs which are community-oriented, the presence of which will enhance the surrounding community and are compatible with the on-going educational program;

3507.6 Evidence of procurement of such insurance or a binder to the effect that said coverage will be provided upon the execution of the lease shall be submitted to the Superintendent or his or her designee.

3507.7 The Superintendent or his or her designee shall maintain a listing of insurance carriers known to the School System which have provided coverage as stipulated in Subsection 3507.7.

3507.8 All leases shall contain appropriate language to hold the Board of Education and its employees and agents harmless as to any and all claims, demands, suits, or other liability arising from the use of space leased to a tenant.

3507.9 As a condition to entering into a lease, the Superintendent or his or her designee may require that the lessee provide additional personnel and/or hardware to secure the building from potential vandalism. In this regard, the Board of Education reserves the right for the Superintendent or his or her designee to make periodic inspections at reasonable times.

3507.10 Other than for net leases, tenants shall not have control of keys to outside doors to buildings.

3507.11 In negotiating leases, the Superintendent or his or her designee may require a security deposit.

3507.12 The initial term of net leases shall be for a period of ten (10) years and of co-tenancy leases a period of seven (7) years, subject to extension from year-to-year thereafter; provided the Board of Education shall reserve the right to terminate such lease for convenience upon six months written notice served upon the lessee(s) or, if for cause, upon sixty (60) days advance written notice.

3507.13 Joint occupancy leases shall be for a minimum term of one (1) year, subject to extensions from year-to-year thereafter; provided that the Board of Education shall reserve the right to terminate such lease for convenience upon six months written notice or, if for cause, upon sixty (60) days advance written notice.

3507.14 For the purpose of serving notice pursuant to Subsections 3507.12 and 3507.13, violation of any material provision of the lease or non-payment of rent when due shall be cause for termination of the lease.

3507.15 Further, if at any time, the Board of Education acting pursuant to these Rules votes to release from its control the leased premises for use or other disposition by the District of Columbia Government, the Board of Education may terminate any existing lease covering in whole or in part such premises upon a minimum of ninety (90) days written notice to the lessee.

3508 ADMINISTRATION OF USE AGREEMENTS AND LEASES

3508.1 Except to the extent specifically reserved to the Board of Education by these Rules, the Superintendent of Schools, in furtherance of the responsibilities vested in him or her pursuant to law and Section 501

of these Rules, is delegated authority to further the needs and interests of the School System by entering into use agreements and leases. The exercise of such authority, however, is subject to the provisions of Sections 3500 through 3508 of this Chapter, the oversight of which shall be the province of the Committee on Buildings and Grounds or its successor.

3508.2 The Superintendent of Schools may redelegate to subordinate officials of the School System authority vested in him or her by these Rules, provided that such subdelegation shall be evidenced by written directive.

3508.3 In the implementation of this Chapter, the Superintendent is authorized to enter into agreements and understandings with the Mayor and officials of the Executive Branch and into negotiated services contracts with contractors to facilitate and strengthen the School System's leasing authority.

3508.4 The Superintendent or his or her designee shall establish and maintain liaison with appropriate officials within the District of Columbia Government responsible for assuring compliance with applicable codes and licensing requirements of the District of Columbia Government.

3508.5 Among the responsibilities of the Superintendent or his or her designee shall be the following:

(a) The surveying of school facilities and identification of space suitable for use or leasing;

(b) The advertising and soliciting of potential users and tenants;

(c) The processing of all applications;

(d) The negotiation of leases and use agreements;

(e) The monitoring and review of all leases and use agreements; and

(f) The submission of information necessary for the Board of Education to acquit its responsibilities under this Chapter.

3508.6 Pursuant to D. C. Law 4-158, all rents, fees, and proceeds derived from leases and use agreements entered into shall be paid to the Treasury of the District of Columbia and accounted for in the general fund as a separate revenue source allocable to provide authority for the Board of Education to expend for the custody, cleaning, heating, air conditioning, lighting, maintenance, security, and improvement of public school buildings and grounds, and the management of these leases and use agreements.

3508.7 Any unobligated balance remaining ninety (90) days subsequent to the end of the fiscal year in which the revenues were received shall be transferred by the Board of Education to the debt service fund to be applied toward the repayment of capital outlay loans and interest outstanding on public school buildings and grounds acquired and held for school purposes.

3508.8 The Superintendent shall be responsible for developing priority needs of the School System for which such revenues will be expended, subject to revision by the Board of Education.

3508.9 The Superintendent shall prepare for the Board of Education the report required by D. C. Law 4-158 to be submitted to the Mayor and the Council of the District of Columbia by January 15 of each year.