

Voluntary Neighborhood Agreement

This Voluntary Neighborhood Agreement ("Agreement") is made on this ____ day of July, 2017, by and between George Washington University Hospital ("GWUH") and Advisory Neighborhood Commission 2A Foggy Bottom and West End ("ANC 2A"), also referred to as the "Parties". This Agreement reflects the mutual understanding and desire for cooperation cultivated over several months of conversation between the Parties.

WHEREAS, GWUH, located at 900 23rd Street, NW, Washington, DC 20037 ("GWUH Building"), currently has a Level One trauma center, but does not have a helipad; and

WHEREAS, there is an unmet need for additional trauma and emergency transportation, specifically helipads, in the District of Columbia; and

WHEREAS, only one District of Columbia hospital, Washington Hospital Center, has both a Level One trauma center and a helipad; and

WHEREAS, the Parties seek to form a foundation to improve public health by endorsing permission for the construction and operation of an aeromedical helipad at the GWUH Building to better serve the District of Columbia and surrounding region; and

WHEREAS, the Parties have identified various conditions that will benefit GWUH helipad operations and ANC 2A's desires for a peaceful and livable community; and

WHEREAS, the Parties recognize that by working together to gain approval, the construction and operation of an aeromedical helipad at the GWUH Building will benefit all of the District of Columbia; and

NOW, THEREFORE, in recognition of the above and the conditions set forth in this Agreement, the Parties agree as follows:

Article I. Recitals

The above recitals are incorporated into this Agreement as if fully set forth herein.

Article II. ANC 2A Commitments

- A. ANC 2A will pass a resolution at its August ____, 2017 regularly scheduled meeting in support of:
 - i. GWUH constructing and operating a helipad on the roof of the GWUH Building; and
 - ii. The DC Council passing legislation that will allow for such GWUH helipad being built and operated on the roof of the GWUH Building.

Article IIA(i and ii) above are conditioned by Article III and Article IV below.

Article III. GWUH Commitments

A. Prevention of disturbances

- i. GWUH will construct, operate, and maintain a helipad on the GWUH Building that meets the standards of the District of Columbia Building Code.
- ii. GWUH will not maintain a fueling station on the GWUH Building for helicopter refueling.
- iii. GWUH will not allow a helicopter to park on the GWUH Building unless forced to due to weather, mechanical issues(s), or force majeure.
- iv. GWUH will not allow a helicopter to idle on the landing pad for longer than is reasonably necessary for medical transfer, unless forced to due to weather, mechanical issue(s), or force majeure.
- v. GWUH will encourage all flight operators to follow a “fly neighborly” policy to minimize any impact of flights to and from the GWUH Building on residential neighbors.
- vi. Except for those flights referenced in Article IV below, GWUH will not have more than one hundred seventy-five (175) flights per year originating or departing from the GWUH Building.

B. Communication and transparency

- i. GWUH will maintain a 1-800 number available to all residents to call to register any questions or concerns regarding the helipad.
- ii. GWUH will notice ANC 2A within 72 hours of any flight which occurs between the hours of 11:00PM and 5:59AM.
- iii. For years one (1) and two (2) of the helipad’s operation, GWUH will meet quarterly to discuss flight times of helicopters which land at the GWUH Building helipad between the hours of 11:00PM and 5:59AM if requested by ANC 2A.
- iv. For years one (1) and two (2) of the helipad’s operation, GWUH will provide semi-annual reports to ANC 2A of the use of the helipad. From the third (3rd) year of operation onward GWUH will provide the reports annually. GWUH will also make available, if requested by ANC 2A, a GWUH representative to discuss the report at the next regularly scheduled ANC 2A meeting after the report is provided. The report shall include, but not be limited to:
 - a. The total number of flights made in the reporting period;
 - b. The date and time of each flight use of the helipad in the reporting period;
 - c. The purpose of each flight use of the helipad (i.e. inbound or

- outbound care) in the reporting period;
- d. A designation that indicates whether each flight use of the helipad was for emergent, noncritical, or mass casualty patient care in the reporting period;
- e. Type of aircraft used on each flight in the reporting period (if known by GWUH); and
- f. The path of each flight made to the helipad during the reporting period (if known by GWUH).

C. Resolution of concerns

- i. If flights between the hours of 11:00PM and 5:59AM exceed twenty-five percent (25%) of flights from the GWUH Building in two (2) consecutive reporting periods, then the Parties will proceed as follows:
 - a. If ANC 2A decides by majority vote to request a meeting with GWUH, then GWUH representative(s) will be made available to meet with a delegation of ANC 2A commissioners to discuss the reasons for these flights and possible solutions. A first meeting will be held within ten (10) business days of a request from ANC 2A. Second and third meetings will be held within forty-five (45) days of the first meeting, if needed.
 - b. If no resolution is reached in meetings between ANC 2A and GWUH, then ANC 2A by unanimous vote can request the DC Department of Health to review the flights from GWUH during 11:00PM and 5:59AM and make a decision as to the continuation of flights between 11:00PM and 5:59AM or any other determination they feel is in the best interest of the ANC 2A neighborhood and the District of Columbia regarding flights between 11:00PM and 5:59AM from GWUH's helipad.

Article IV. Exemptions

Certain demands on GWUH facilities are unavoidable and will not count against any commitment stated in Article III(A)(vi), including: flights from a mass casualty event or emergent care request which occurs within the District of Columbia, Virginia, Maryland, West Virginia, or Delaware; helipad landing requests from the National Park Police, Metropolitan Police Department, U.S. Secret Service, Capitol Police, Supreme Court of the United States Police, U.S. Homeland Security, D.C. Homeland Security, or other state or federal police departments and their associated emergency management agencies.

Article V. Mutual Cooperation

GWUH and ANC 2A agree to cooperate with each other in the performance of this Agreement without unreasonably disrupting their normal operations or incurring any out-of-pocket costs or expenses (except as expressly provided in this Agreement or

otherwise agreed to in writing by the Parties).

Article VI. Notice

All notices and requests to a party hereunder shall be in writing and shall be effective (i) when received by overnight or same day courier service or facsimile telecommunication (provided that a copy of such notice or request is deposited into the United States mail within one (1) business day of the facsimile transmission), (ii) three (3) days after being deposited into the United States mail (sent certified or registered, return receipt requested), or (iii) via electronic mail (sent with delivery or read receipt), in each case addressed as follows (or to such other address as either party may designate in writing to the other party in accordance with this Article): Via electronic mail (sent with delivery or read receipt).

All notices and requests will be addressed as follows (or to such other address as either party may designate in writing to the other party):

To GWUH:

Name _____
Address _____
Telephone: _____
Facsimile _____
E-mail: _____

To ANC 2A:

Name _____
Address _____
Telephone: _____
Facsimile _____
E-mail: _____

Article VII. Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by facsimile or electronic mail shall be sufficient for all purposes and shall be binding on any party to the Agreement.

Article VIII. Entire Agreement

This Agreement constitutes the entire Agreement and understanding of the Parties with respect to the helipad. No oral or other written provisions shall have any force or effect except those contained in a written amendment to this Agreement executed by the Parties or as specifically provided for in this Agreement.

Article IX. Severability

The Parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal state or local law or regulation, such part, term, or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

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IN WITNESS WHEREOF, the Parties, through their authorized representatives, have executed this Voluntary Neighborhood Agreement between George Washington University Hospital and Advisory Neighborhood Commission 2A Foggy Bottom and West End.

GEORGE WASHINGTON UNIVERSITY HOSPITAL

By: _____
Kimberly Russo, CEO, The George Washington University Hospital

ANC 2A

By: _____
Patrick Kennedy, Chair ANC 2A