

Agreement

Date: July 7, 2022

RE: Litter Prevention and Control Agreement

---

The parties to this agreement are MedStar Georgetown University Hospital ("MGUH"), which is owned by MedStar Health, Inc. ("MedStar") and operates a hospital (the "Hospital") on the Georgetown University Campus, and the Burleith Citizens Association ("BCA"), a civic organization representing the residents of the Burleith neighborhood in Washington, DC. This agreement addresses issues of litter ("Litter") in the Burleith neighborhood that is or may be attributable to employees or contractors of or visitors to the Hospital, in accordance with MGUH's good-neighbor policies and the principles of the Georgetown University Campus Plan.

The parties agree as follows:

1. Litter Cleanup

MedStar will undertake an active Litter cleanup program, including the following:

MGUH will deploy a daily (7 days per week) two-person Neighborhood Patrol team to monitor and collect Litter visible from the following area:

The area bounded Reservoir Road NW to the south; 39<sup>th</sup> Street NW to the west; Whitehaven Park to the north; and 37<sup>th</sup> Street NW to the east – the streets covered are Reservoir Road, 39<sup>th</sup> Street NW, 38<sup>th</sup> Street NW, 37<sup>th</sup> Street NW, and R, S and T Streets NW.

The hours of coverage by the Neighborhood Patrol team will be from 6:30 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. through 5:00 p.m. Saturday and Sunday.

The Neighborhood Patrol Team will be expected to cover the patrol area such that the full route will be covered 3 times during the hours of coverage; and the pickup response time to an email requesting a Litter pickup received before 4:00 p.m. will be 30-60 minutes, with the pickup response to requests received after 4:00 p.m. occurring the following day on the first shift.

The Neighborhood Patrol team will be managed by supervisory MGUH personnel and observed by a supervisor making rounds in the neighborhood twice per day to ensure the area is litter free.

2. Communications and Prevention

The parties appreciate that keeping Litter from happening is as important as picking it up when it does happen. To that end, MGUH will undertake an active communications and litter prevention program directed primarily toward employees and contractors, and also generally covering visitors, including the following:

- Draft a communications/prevention plan that specifies the target audiences, intended outcomes and how to measure the audience reach – the goal is to reach a majority of the associate and physician audience; key messages; the various mediums, timeline, obstacles and how to overcome them etc. The draft plan will be provided to BCA by the end of July with a goal of finalizing the plan shortly thereafter.
  - Produce a map of the hospital indicating the primary associate exits and locations of designated/correlating trash receptacles in place to intercept waste before associates leave the hospital campus. Security personnel at various exits will be trained to encourage and remind people to discard trash before leaving the hospital building.
  - Increase trust and understanding by making the full extent of its prevention, interdiction, and collection efforts known to its audiences. MGUH will work with the BCA and others to credibly and consistently inform Burleith residents (via the BCA), the Steering Committee of the Georgetown Community Partnership (via reports put out by the Vice President Operations or Government Liaison for Steering Committee meetings), and other audiences (via other vehicles), including providing or providing access to the community clean-up reports
  - Acquire two or more additional big belly trash cans at key points on the hospital campus
  - Promote the work the MGUH Neighborhood Patrol is doing to MGUH associates via the communications plan, which includes distribution and access to the community clean-up reports
  - Trash prevention and COVID-19 prevention messages will be combined in some instances with the theme of protecting the health of neighborhood residents
  - Post additional and larger signage with calls to action to reinforce the hospital's commitment to litter prevention at key entry/exit points
  - Incorporate positive reinforcement via "appreciative messages" in its signage and other messaging vehicles, e.g. "Your efforts do help", "You can make a difference", "We are here to help", "We appreciate all that you do to dispose of waste correctly".
  - Change signage periodically in order to grab associates' attention. Place new posters, with variations in messages at the various exits to the extent feasible, tailored to the size available and as large as appropriate
  - Produce a "Mike's Minute" video featuring hospital president Mike Sachtleben promoting waste prevention and being a good neighbor
3. Data Tracking/Evaluation, and Tweaking the Plan if Needed:
- MGUH will monitor and report on agreed qualitative and quantitative metrics for clean-up and prevention measures. Quantitative metrics relate to on-the-ground results in the neighborhood coverage area, such as number of items of litter picked up; hot spots or particularly active times of day; number of complaints processed; and trending information. The parties expect these metrics to be

developed initially in the next several months after the effective date of this agreement and reviewed and updated thereafter as needed. MGUH will continue its monthly reports on litter collection by the Neighborhood Patrol.

- The parties recognize that inputs – i.e., actions taken for the purpose of achieving the desired result – are essential to the success of this program, including the specific inputs described in this agreement. The parties recognize also that success is measured by performance – the outcomes. If outcomes are not as anticipated, MGUH, after consultation with BCA, will undertake such other or additional inputs as are needed to assure the successful mitigation of the impacts of Litter in the area of Burleith covered by this agreement. If it becomes apparent to the parties from time to time that success can be achieved with fewer inputs, then inputs may be reduced accordingly by agreement.

4. Cooperation in Analyzing Parking Issues and Dealing with D.C. Government Agencies

- MGUH and BCA as part of prevention efforts should jointly informally observe parking patterns in the litter pick-up areas of Burleith to increase understanding of parking patterns in the neighborhood, including possible parking by MGUH employees, contractors, and visitors. MGUH's Parking Administrator will make the rounds of the pickup coverage area with a BCA representative to observe parking conditions, patterns, and the like once a month.
- MGUH and BCA will cooperate in jointly discussing from time to time with the District of Columbia government parking issues of mutual interest, e.g., the duration of allowed parking at existing meters in the litter pick-up area of Burleith (4 hour vs 2 hour limit).


5. General

- A. Legal Agreement, Jurisdiction and Remedies – This Agreement is a binding legal agreement and each person executing the Agreement is authorized to execute the Agreement. This Agreement is governed by the District of Columbia law and is enforceable by and the parties submit to the jurisdiction of the District of Columbia Superior Court and any appellate court of competent jurisdiction. The parties agree that the Burleith Citizens Association is a beneficiary of this Agreement and is entitled to enforce this Agreement. The parties agree that money damages are not sufficient in the case of a violation of this Agreement and that specific performance or other injunctive relief is appropriate for redressing a failure by any party to comply with the terms of this Agreement. Before bringing any lawsuit concerning this agreement, the Burleith Citizens Association must first notify the president of MGUH in writing of the reasons why a lawsuit is contemplated. For a period of 30 days after receipt by MGUH of such a notice, no lawsuit will be brought and instead the parties will discuss the matters of concern in a good faith effort to resolve those matters without litigation. If the parties remain in disagreement after such 30-day period, then the parties will request the co-chairs of the Georgetown Community Partnership (“GCP”) to mediate the dispute, with such input from the GCP steering committee membership and others as the co-chairs may request. If the GCP co-chairs decline to accept the mediation role, the parties will use their good faith best efforts to select a mediator jointly. The mediation will take place over a period not to exceed 60 days from the end of the earlier 30-day period, unless the mediator(s) request an additional period of no longer than 60 days (together, the “Mediation Period”). If by the end of the Mediation Period the matters under consideration have not been resolved, or if no mediator has been selected within 14 days of the end of the earlier 30-day period, a lawsuit may be brought.


- B. Assignment – No party to this Agreement shall assign or transfer this Agreement, or any of its rights, interests or obligations hereunder, to any person, or entity, without obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement is binding on and inures to the benefit of the parties’ respective successors and permitted assignees.
- C. Headings – All headings are inserted for convenience only and shall not affect any construction or interpretation of the Agreement.
- D. Entire Agreement – The Agreement contains the entire Agreement of the parties hereto and supersedes any and all oral understandings between the parties.
- E. Amendments to this Agreement; Non-Waiver – No term or provision of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by the parties to this Agreement. No waiver of any of the provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced. No waiver or breach of this Agreement shall be considered to be a continuing waiver or consent to any subsequent breach on the part of any party, unless the waiver or consent expressly intends to do so.
- F. Interpretation and Severability – The provisions of this Agreement shall, where possible, be interpreted in a manner necessary to sustain their legality and enforceability, and for that purpose the provision of this Agreement shall be read as if it covers the specific situation to which it is being applied. In the event that any portion of the Agreement is determined for any reason to be invalid, such determination shall not affect the validity or enforceability of any other provision of this Agreement. Upon receipt of notification of the invalidity of any provision hereof, the parties to this Agreement agree to negotiate in good faith an additional term to replace that which has been declared invalid.
- G. Duration – This agreement will remain in effect until July 7, 2029.
- H. Counterparts – This Agreement may be executed in counterparts, each of which shall be considered an original.

AGREED AND ACKNOWLEDGED:

MedStar Georgetown University Hospital

By:   
 Michael Sachtleben, President 7/7/2022

The Burleith Citizens Association

By:   
 Eric Langenbacher, President 7/7/22