

**Memorandum of Understanding
Between
Jefferson Park Neighborhood Association
University Medical Center Corporation
and
The University of Arizona
February 2001**

This Memorandum of Understanding ("MOU") is entered into by the University Medical Center ("UMC"), the Jefferson Park Neighborhood Association ("JPNA"), and the University of Arizona ("University"), regarding certain aspects of helicopter operations at the Arizona Health Sciences Center ("Center") in Tucson, Arizona.

I. Spirit of the Agreement.

1. This MOU is the result of consultation and discussion among parties in an attempt to address issues associated with helicopter operations at the Center.
2. The University is the owner of the property on which the Center is located. That property is leased to UMC under a lease and conveyance agreement dated July 1989. Pursuant to that lease and conveyance agreement, the University has authority for master planning of the Center, including review of facilities improvements, and for enforcing policies, guidelines, procedures and practices governing the operation of the University and its tenants at the Center.
3. The University adopted its Comprehensive Campus Plan in 1988, and the Arizona Health Sciences Center Area Plan in 1990. Provisions of those plans require the University and its affiliated organizations to "be responsive to neighborhood concerns" and to attempt to "mitigate, avoid or eliminate adverse impacts on neighbors caused by University activities." In spite of both the University's and UMC's best efforts and notwithstanding previous actions on the part of UMC and the University, UMC and the University pledge to adhere to the aforementioned provisions in the Comprehensive Campus Plan.
4. Helicopter operations at UMC provide an important service to the residents of the Southern Arizona and Tucson metropolitan area.
5. Helicopters have been operating at the Center since 1973. Over the years, the number of helicopter takeoffs and landings has increased significantly.
6. Noise complaints from Jefferson Park increased when the helipad at the Center was relocated from its former ground level site, west of the hospital, to its current elevated helipad north of the hospital.

7. In November of 1994, UMC, JPNA and the University initiated a joint working group to review the impact of noise from flight operations on the neighborhood and to develop potential solutions.
8. As a result of the deliberations of the working group, UMC has developed and adopted flight procedures (the "Fly Friendly Procedures") to reduce and mitigate the effect of helicopter operations on nearby residents. A summary of the Fly Friendly Procedures is included as Attachment 1 and Exhibits 1 and 2 to this MOU. The residents of Jefferson Park have acknowledged that the Fly Friendly Procedures have materially reduced but not eliminated the noise impact of flight operations.
9. The provisions of this MOU incorporate the results of the joint working group's discussion and negotiations.

II. Effective Date. This MOU, and the actions of the parties it contemplates, shall become effective on April 1, 2001, provided that on or before that date, formal approval of its terms has been obtained by the University, UMC and JPNA, with each party taking the actions described in paragraph 3 below. If such approval is not obtained by all parties on or before July 1, 2001, then neither this MOU, nor any actions it contemplates, shall be of any force or effect whatsoever.

III. Obligations of the parties.

A. All parties. All parties to this MOU shall:

1. Meet once each year to review and evaluate helicopter operations at the Center. Meetings shall occur in October of each year, or as the parties otherwise agree. A date for the next meeting shall be set as part of the agenda for each meeting. Periodic updates on helicopter operations will be provided to the Campus Community Relations Committee.
2. Any party may request additional meetings upon fifteen (15) working days notice to the other parties.
3. The designated representatives of the parties for purposes of this MOU shall be:
 - A. For UMC – the Chief Operating Officer. At the time the parties entered into this MOU, that person was John Duval.
 - B. For JPNA – the President of the neighborhood association. At the time the parties entered into this MOU, that person was Doug Denniston.

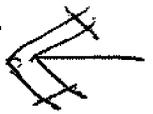
- C. For the University – the Assistant Vice President for Community Relations. At the time the parties entered into this MOU, that person was Jaime P. Gutierrez.

IV. UMC. UMC shall:

1. Secure approval of this MOU by its chief executive officer.
2. Adopt and enforce, to the extent possible with all users including contract operators, the Fly Friendly Procedures as summarized in Exhibit 1 to govern helicopter operations/missions at the Center.
3. Prepare a baseline study or report summarizing helicopter operations at the Center during 1999 prior to the adoption of this MOU.
4. Prepare and submit an annual report to JPNA and the University summarizing helicopter operations at the Center. Data in this report will include:
 - A. Number of flights flown.
 - B. Types of aircraft used by the UMC contract provider(s).
 - C. Number of complaints received, orally, in writing, by telephone, or in any other form. To fulfill this obligation, UMC's designated representative shall maintain a file of helicopter noise complaints, and UMC shall instruct all offices of UMC to refer any noise complaints to that representative.
 - D. Number of verified violations of the Fly Friendly Procedures.
 - E. Number of landings and/or takeoffs not associated with emergency medical transport.
5. Notify the designated representatives of JPNA and the University, prior to and within a reasonable period of time, any material change(s) in helicopter flight operations at the Center. Material changes will include:
 - A. Change in the type of aircraft assigned to or operating from the Center.
 - B. Change in the number of aircraft assigned to or operating from the Center.

C. Change in the helicopter flight patterns (including approaches and departures) not directly related to the safe operation of the aircraft under whatever conditions prevail at the time.

D. A substantial increase (greater than twenty percent) in the number of helicopter flights or missions in a given quarter.



E. Change in the purpose of missions flown to or from the Center.

6. UMC will meet within fifteen (15) working days of notice with representatives of JPNA and the University to discuss any material change(s) in helicopter operations at the Center. Within fifteen (15) working days after such a meeting UMC will respond in writing to issues raised in the meeting.
7. If UMC contracts directly with an emergency helicopter operator, UMC will make its best efforts to employ and implement new noise reduction strategies including the use of new technologies when cost effective and practicable.
8. UMC will make a good faith effort to develop alternatives to basing a regional, emergency medical air transport service (i.e. flights involving the transportation of non-UMC medical patients from one medical care center to another) within the AHSC complex.
9. Should it become necessary to base regional, emergency medical air transport services at the center, UMC and the University shall develop an alternative helipad for such operations at a site other than the current or previous AHSC helipads. Development of an alternative helipad shall be based on a noise impact study and designed and sited to minimize its impact on the Jefferson Park neighborhood, while meeting the clinical requirements of UMC. UMC and the University will consult with JPNA prior to making a final determination of the site.

V. JPNA. JPNA shall:

1. Secure approval of this MOU from JPNA's governing body.
2. Inform residents in the Jefferson Park neighborhood of the agreed upon procedures for filing complaints with UMC regarding helicopter operations at the Center.
3. Use the procedures established in this MOU to notify UMC of violations of this agreement including the approved flight procedures.

VI. University. The University shall:

1. Secure approval of this MOU from the President of the University.
2. Assist UMC and JPNA in addressing and resolving questions and conflicts over the operation of the Center.
3. Attempt to identify and secure funding for a noise mitigation program in the Jefferson Park neighborhood.

A. Scope of Understanding.

1. Each party agrees that it shall support actions of each other party that are consistent with this MOU, and upon request of another party shall state such support in writing.
2. Ratification of the MOU shall not imply concurrence of a party in any matter not covered by this MOU.
3. If a party believes that the other party has violated this MOU, it shall contact the designated representative of the other party to discuss the issue. The parties shall attempt, in good faith, to resolve the question and, if no agreement is reached, shall participate in mediation by a mutually agreeable third party. Resources to cover the costs associated with mediation shall be determined at this time.
4. In the event of a material violation of this MOU, the non-violating party shall be relieved of its obligations hereunder. Violation of this MOU shall not give any person or entity, whether or not a party to this MOU, a right to damages, injunctions, or other judicial remedies.

VII. Modifications. At any time while this MOU is in effect, any party may request modifications. Any modification must be ratified by all parties, and all provisions not explicitly modified will remain in effect.

VIII. Termination. This MOU may be terminated at any time, by any party, upon sixty (60) days prior written notification to the other parties.

VIII. Attachment:

Attachment 1 – *“Fly Friendly Procedures”* (Arrival and Departure Flight Plan for Aircraft Flying into University Medical Center), May 1999.

IX. Exhibits:

Exhibit 1 -- AHSC (UMC) Helipad Arrival Instructions -- May 1999

Exhibit 2 -- AHSC (UMC) Helipad Departure Instructions -- May 1999

UNIVERSITY

The University of Arizona

By


Name: Peter Likins

Title: President

Date: 2/28/01

JPNA

JEFFERSON PARK NEIGHBORHOOD
ASSOCIATION, an unincorporated
Voluntary association

By


Name: Doug Denniston

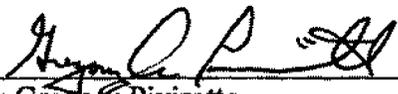
Title: President

Date: March 7, 2001

UMC

UNIVERSITY MEDICAL CENTER
CORPORATION, an Arizona non-profit
Corporation

By


Name: Gregory Pivrotto

Title: President and Chief
Executive Officer

Date: 3/5/01

**ARRIVAL AND DEPARTURE FLIGHT PATH FOR AIRCRAFT FLYING
INTO UNIVERSITY MEDICAL CENTER**

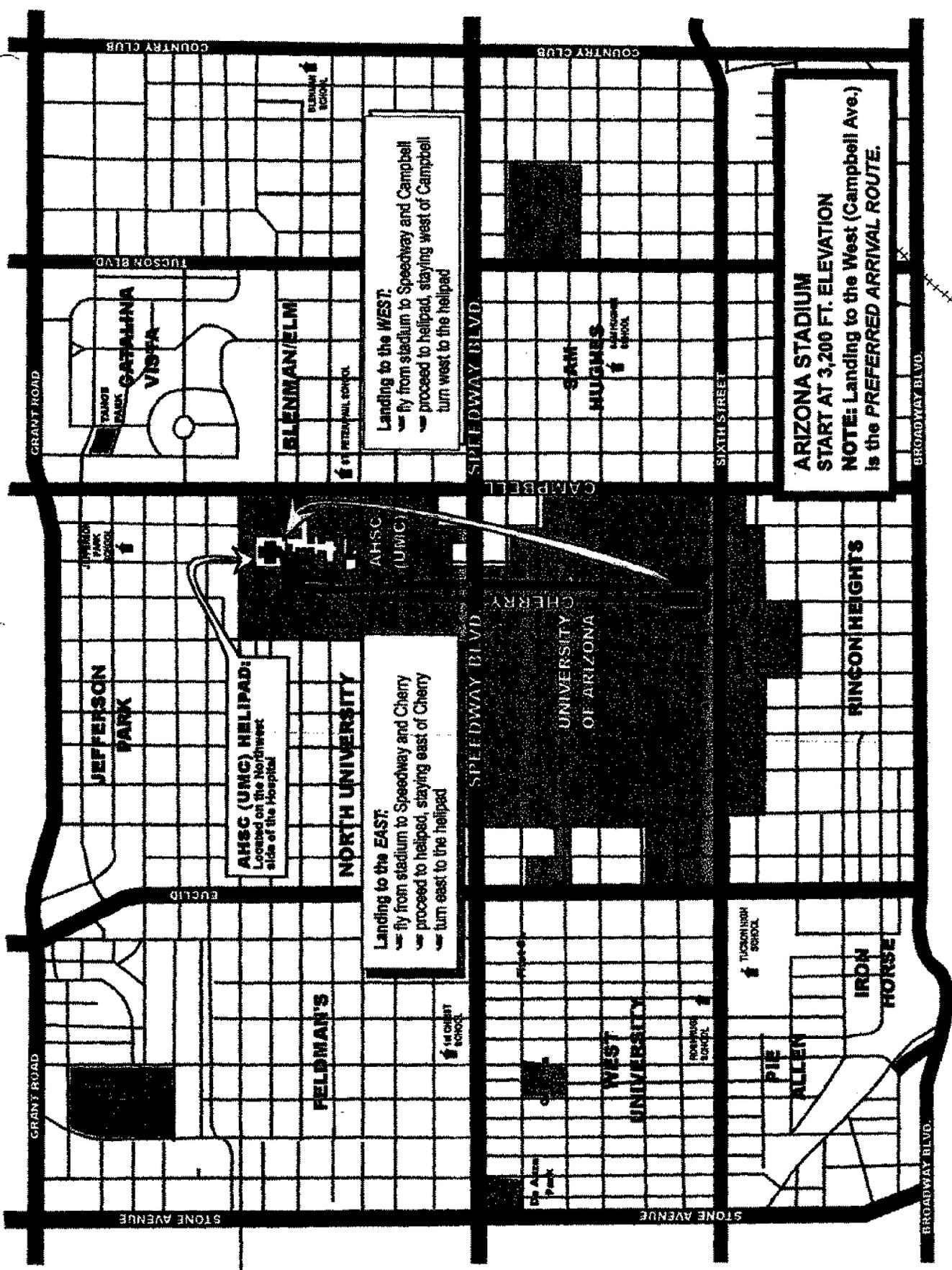
**"NO FLY AREA" IS NORTH OF THE NORTHERN-MOST ELEMENT OF THE RING ROAD,
WEST OF CHERRY AND EAST OF CAMPBELL**

ARRIVALS:

1. **Start at University of Arizona stadium at 3,200 ft.**
2. **If landing to the WEST:**
 - fly from the stadium to the Speedway and Campbell intersection
 - fly up Campbell (staying close to AHSC – west of Campbell) until due east of the helipad
 - turn west to the landing area
3. **If landing to the EAST:**
 - fly from the stadium to the Speedway and Cherry intersection
 - proceed north (staying close to AHSC – east of Cherry) until due west of the helipad
 - turn east to the landing area

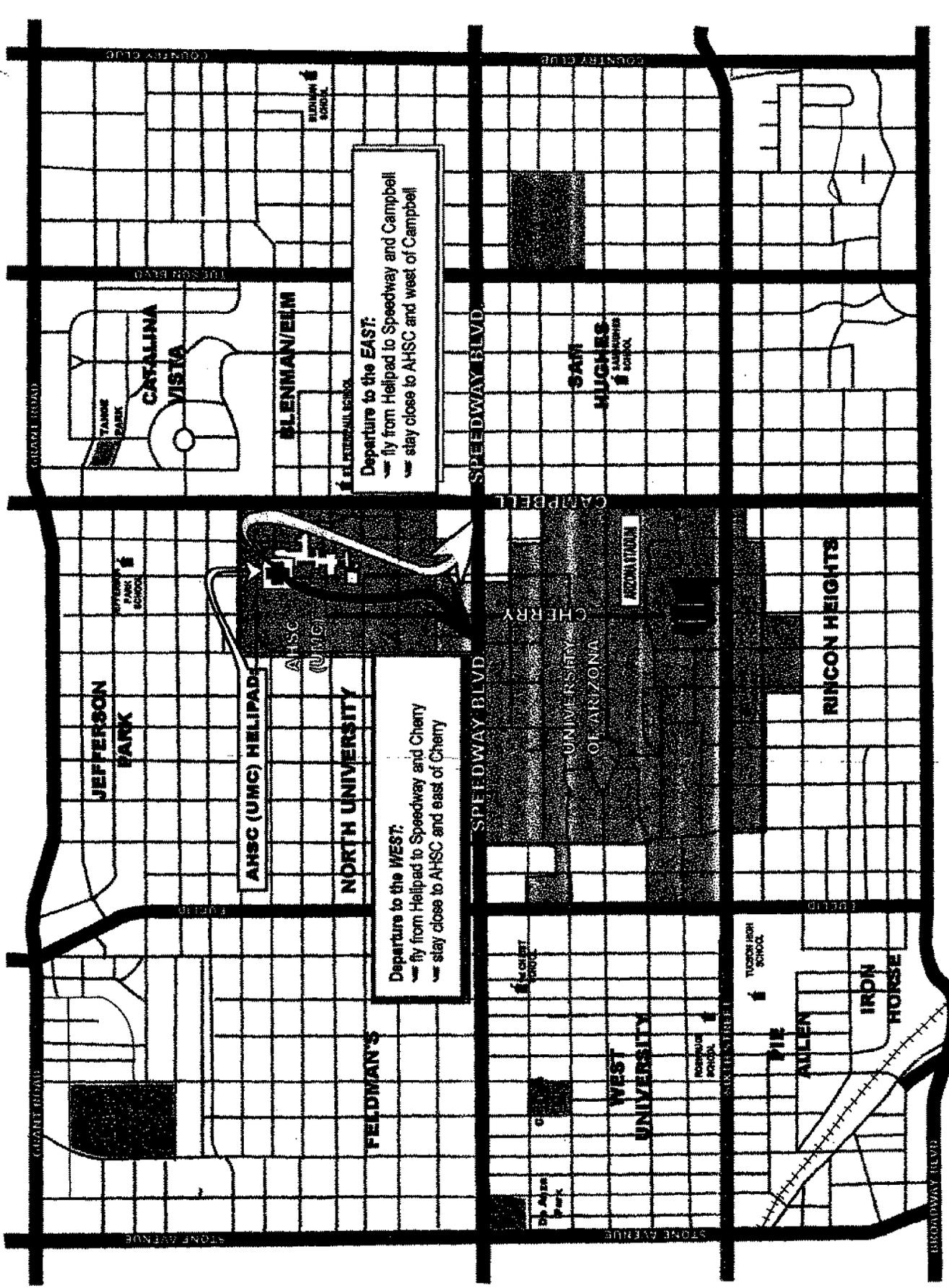
DEPARTURES:

1. **If departing to the WEST:**
 - fly to the Speedway and Cherry intersection (staying close to AHSC – east of Cherry)
 - turn east or west on Speedway after reaching the Speedway and Cherry intersection
2. **If departing to the EAST:**
 - fly to the Speedway and Campbell intersection (staying close to AHSC – west of Campbell)
 - turn east, west or north after reaching the Speedway and Campbell intersection



AHSC (UMC) HELIPAD ARRIVAL INSTRUCTIONS

UMC Facilities Planning, Design & Construction -- May 1999



Departure to the EAST:
 fly from Helipad to Speedway and Campbell
 stay close to AHSC and west of Campbell

Departure to the WEST:
 fly from Helipad to Speedway and Cherry
 stay close to AHSC and east of Cherry

AHSC (UMC) HELIPAD DEPARTURE INSTRUCTIONS

UMC Facilities Planning, Design & Construction -- May 1999