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<i>National MOU's</i>	<i>Date Signed</i>
<a href="#">FAA, COUNTERDRUG OPERATIONS</a>	<i>15 May 97</i>
<a href="#">FAA, NATIONAL ENGINEERING OPERATIONAL SUPPORT DIVISION, AOS 200 (FAA)</a>	<i>31 Jan 96</i>
<a href="#">THE SOARING SOCIETY OF AMERICA</a>	<i>1 Mar 96</i>
<a href="#">UNITED STATES AIR FORCE</a> (This MOU has been superceded by the Cooperative Agreement, Statement of Work) <a href="http://www.capnhq.gov/nhq/pa/news_info/organization/memo_nb7_17_00a.html">http://www.capnhq.gov/nhq/pa/news_info/organization/memo_nb7_17_00a.html</a>	<i>8 Nov 91</i>
<a href="#">UNITED STATES CUSTOMS SERVICE</a>	<i>00 Sep 97</i>
<a href="#">UNITED STATES COAST GUARD AUXILIARY</a>	<i>31 Aug 01</i>
<a href="#">FEMA - INCLUDING THE COOPERATIVE AGREEMENT</a> (Under Construction)	<i>10 Aug 96</i>
<a href="#">AMERICAN NATIONAL RED CROSS</a>	<i>7 May 97</i>
<a href="#">NATIONAL WEATHER SERVICE AND OPERATIONAL PROCEDURES</a>	<i>00 Aug 97</i>
<a href="#">THE SALVATION ARMY</a> (Revised version <i>Coming Soon!</i> )	<i>04 Dec 87</i>
<a href="#">VETERANS OF FOREIGN WARS</a>	<i>00 Aug 81</i>
<a href="#">Letter of Agreement IMMIGRATION &amp; NATURALIZATION SERVICE AND THE PUERTO RICO WING</a>	<i>08 Aug 85</i>
<a href="#">*AMENDED* GC LETTER OF AMENDMENTS TO THE DRUG ENFORCEMENT ADMIN, US FOREST SERVICE MOU</a>	<i>08 Dec 00</i>
<a href="#">DRUG ENFORCEMENT ADMIN, US FOREST SERVICE</a>	<i>25 Jun 99</i>

<a href="#"><u>MANAGER, NATIONAL COMMUNICATIONS SYSTEMS AND CIVIL AIR PATROL</u></a>	<i>6 Jan 86</i>
<a href="#"><u>NATIONAL TRANSPORTATION SAFETY BOARD</u></a>	<i>13 Oct 92</i>
<a href="#"><u>DEPARTMENT OF THE INTERIOR</u></a>	<i>22 Nov 92</i>
<a href="#"><u>ARNAV SYSTEMS</u></a>	<i>01 Aug 94</i>
<a href="#"><u>FEDERAL HIGHWAY ADMINISTRATION</u></a>	<i>00 Mar 96</i>
<a href="#"><u>CAP-USAF FOR SUPPORT OF WING LIAISON OFFICES AND NCO'S &amp; LIAISON REGION DIR OF AEROSPACE EDUCATION</u></a>	<i>28 Mar 95</i>
<a href="#"><u>NASA GODDARD SPACE FLIGHT CENTER</u></a>	<i>22 Feb 99</i>
<a href="#"><u>Letter of Agreement - AFRCC AND HQ CAP-CAP-USAF</u></a>	<i>9 Oct 96</i>
<a href="#"><u>IMMIGRATION AND NATURALIZATION SERVICE</u></a>	<i>01 Oct 98</i>

*Page Last Updated: 13 April, 2002*



**OPERATIONAL PROCEDURES FOR  
MEMORANDUM OF UNDERSTANDING  
FOR COUNTERDRUG OPERATIONS  
BETWEEN  
THE FEDERAL AVIATION ADMINISTRATION  
THE CIVIL AIR PATROL AND  
CIVIL AIR PATROL-UNITED STATES AIR FORCE  
(*"Operation Drop-In"*)  
8 March 1997**

**1. Training, Qualification, and Clearance.**

a. To enter training for this program, CAP members must possess a current CAPF 101CN. When FAA Drug Investigations Support Program (DISP) training is completed, the CAP member's CAPF 101CN will be stamped by the FAA. The CAP member is then ready to participate in the program.

b. The Director, Office of Civil Aviation Security Operations, ACO-1, will provide/arrange specialized training for CAP members at mutually agreed upon times and places.

c. CAP personnel shall comply with all requirements for program participation and execution set forth by the FAA.

**2. Procedures for issuing Air Force mission numbers to CAP.** HQ CAP/DOC will coordinate with HQ CAP-USAF/XO to issue mission numbers to the FAA. The FAA will issue one mission number to the CAP Wing Counterdrug Officer for each tasking of a CAP wing for counterdrug support. These mission numbers constitute authorization to execute the requested mission and receive reimbursement in accordance with CAPR 173-3 from funds established by Congress for CAP counterdrug support operations.

**3. Mission Tasking.**

a. Command of CAP forces is retained at all times with the appropriate Wing Commander.

b. CAP will normally be used to survey aircraft at aviation facilities. This use includes necessary travel to authorized destinations and other missions as required to gather intelligence data and perform reconnaissance.

c. For CAP to engage in this mission, a request will be made to the appropriate Wing Counterdrug Officer by the Regional FAA DISP Manager/Supervisor, Civil Aviation Security Division, or his approved manager/supervisor representative.

d. FAA may coordinate directly with CAP personnel who are identified as primary support for the operation. The Wing Counterdrug Officer will provide the point of contact when additional coordination is required or requested.

e. HQ CAP/DOC will provide the FAA Headquarters DISP a list of authorized CAP Wing Counterdrug Officers and their phone numbers.

f. While supporting this agreement, CAP personnel may:

(1) Support the Drop-In Program under the direction of FAA Security personnel

(2) Document aircraft surveys and aircraft reconnaissance.

(3) Make photographic and audio records of ramp surveys.

(4) Assist in the establishment of similar programs in other states.

(5) With appropriate FAA Security clearance, be authorized access to classified materials on a "need-to-know" basis.

(6) When authorized, operate FAA Security secure communications equipment.

(7) While performing under an authorized mission number, operate U.S. Government vehicles, to include owned, leased, and privately owned vehicles, as approved.

(8) Provide information briefings to visitors or groups as necessary.

(9) Conduct liaison with law enforcement agencies, training centers, and related organizations.

(10) Develop and perform training assistance visits to organizations requesting classes on aviation-related regulatory and criminal topics.

**4. Briefing CAP Aircrews.** FAA will provide a pre-mission briefing to each aircrew for each support mission. The briefing should include mission chain of command, communications channels, operational limitations, intelligence, security, safety, and debriefing.

#### **5. Limitations:**

a. CAP personnel will not conduct law enforcement duties such as arrests, seizures, or detention nor be involved in this type of operation.

b. CAP members will not be armed.

c. The missions are subject to Posse Comitatus restrictions.

d. CAP may engage in the reconnaissance of property but may not engage in surveillance of persons.

## **6. CAP Recording and Reporting Procedures.**

a. CAP will utilize its normal chain of command when supporting FAA counterdrug operations. The DISP Manager/Supervisor, Civil Aviation Security Division will coordinate with the CAP Wing Counterdrug Officer when employing CAP on a mission.

b. CAP or CAP members will not maintain information gathered during Drop-In operations to include written documents prepared by CAP personnel.

c. CAP Wing Counterdrug Officers or designee and HQ CAP/DOC will obtain quarterly reports from the FAA on CAP counterdrug support activity and results (as they become available).

## **7. Operational Security/Public Affairs**

a. Counterdrug support can generate media interest, and though it is important to keep the public informed, safety and security concerns dictate restraint in publicizing CAP participation in counterdrug support operations. A fine line exists between the right of the public to know and the need for operational security. FAA will classify the operation and make public information/news/media releases. CAP will follow the security guidelines published for the operation by FAA. As necessary, CAP Public Affairs Officers will work in direct coordination with FAA Public Affairs personnel. Participating CAP personnel or specific units will not be identified by name, address, or photograph, unless cleared by the CAP Wing Commander.

b. Requests for information under the Freedom of Information Act (FOIA) will be referred to the FAA. As a matter of policy, CAP support plans, information provided to, or gained by, the CAP will not be released to the public/non-DOD sources unless specifically authorized by FAA Security.

c. The role of the CAP in drug investigation and law enforcement operations is one of support. Generally, CAP personnel are not trained in law enforcement and should not be placed in situations which could bring them in direct contact with suspects.

d. CAP personnel will not release operations information, such as individuals, names, specific locations, or dates and times in reference to current or future operations, unless specifically authorized by HQ CAP/DOC and FAA.

e. FAA Security will:

(1) When appropriate, provide FAA identification to authorized CAP members for access to facilities under the control of the FAA. When necessary for the execution of operational activities, FAA Security will facilitate the issuance of identification to CAP personnel to permit authorized access to controlled airport areas.

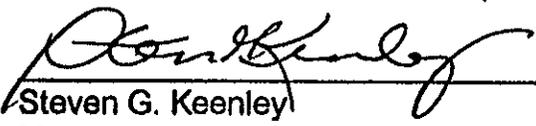
(2) Provide CAP access to FAA personnel who serve as points of contact for FAA Security with El Paso Intelligence Center (EPIC).

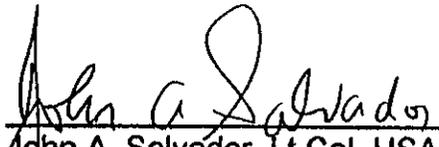
f. CAP commanders will ensure that pre-operation liaison coordination and planning with FAA security addresses the safety of CAP personnel and property.

**8. Safety.** All or any part of this mission may be suspended by any participant in the interests of safety. The operation of aircraft constitutes a significant potential hazard. Pilots are responsible for their aircraft and the lives of their passengers and crew. The pilot will ensure that authorized passengers are instructed in the principles of aircraft passenger safety. Participating ground crews must remain aware of the potential dangers involved in airport ramp operations.

**9. FAA Loan of Equipment.** From time to time, FAA may make equipment available to CAP as needed to complete this mission.

  
\_\_\_\_\_  
W. Hugh White  
HQ CAP/DOC

  
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Steven G. Keenley  
Manager, Investigations Division  
Federal Aviation Administration, Office  
of Civil Aviation Security Operations

  
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John A. Salvador, Lt Col, USAF  
CAP-USAF/XO

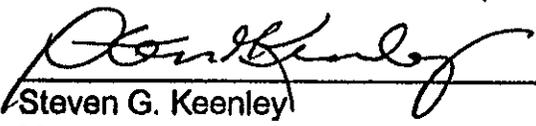
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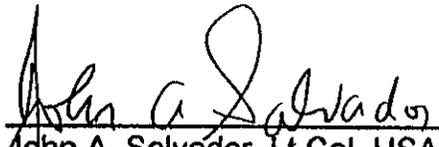
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Manager, Investigations Division  
Federal Aviation Administration, Office  
of Civil Aviation Security Operations

  
\_\_\_\_\_  
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CAP-USAF/XO



NATIONAL HEADQUARTERS  
CIVIL AIR PATROL  
UNITED STATES AIR FORCE AUXILIARY

31 JANUARY 1996

MEMORANDUM OF UNDERSTANDING BETWEEN FEDERAL AVIATION ADMINISTRATION,  
NATIONAL ENGINEERING OPERATIONAL SUPPORT DIVISION, AOS 200 (FAA) AND THE  
CIVIL AIR PATROL

1. **MISSION:** The Civil Air Patrol will perform a series of flights for and at the request of the FAA providing equipment and personnel to evaluate and test selected navigation aids as designated by appropriate FAA officials. All missions of this type will be coordinated with the Wing Commander or his designee and AOS-200.
2. **SCHEDULING:** The designated FAA project officer will contact the Wing Commander and establish a point of contact to coordinate aircraft and flight crews, as necessary to perform the mission.
3. **MISSION STATUS:** All flights conducted under this MOU will be conducted under CAPR 60-1 and will be released as an Air Force Assigned Mission. No non-CAP or non-federal passengers will be permitted on these flights.
4. **REIMBURSABLE ITEMS:** The FAA agrees to reimburse CAP for all aircraft operating expenses incurred from the aircraft home base until it's return to home base. The requirement will be based on flight time incurred at the official USAF reimbursement rate as established by CAPR 173-3. Flight time is defined in Title 14 CFR, Section 1, which is from the time the airplane moves under its own power (engine start) until it comes to rest (engine shutdown) at the conclusion of the flight. This is also commonly called "Hobbs Time". Services may be paid by the FAA for CAP pilots operating away from home base. The rate will be determined by the Wing Commander and AOS-200 prior to the start of the mission.
5. **PAYMENT PROCESS:** Upon completion of the flight, the CAP pilot will complete all required CAP and FAA forms and forward them to the Wing Commander or his designated representative, who will review and complete the forms as necessary. The CAP wing will forward the forms to the following address, or to the office as specified by the FAA project engineer, for payment by the U.S. Government through the small purchase procedure.

Federal Aviation Administration

Attn: Rose MacWatters

P.O. Box 25082, AOS - 200

Oklahoma City, OK 73125

Telephone Number: 405-954-3644, FAX Number: 405-954-8378

6. **DURATION:** These procedures shall be cancelable by either party with 30 days notice.

*for James D. Pitchard*  
\_\_\_\_\_  
DAVID E. CAMPBELL, Manager  
National Airway Systems Engineering

*Richard L. Anderson*  
\_\_\_\_\_  
RICHARD L. ANDERSON  
BRIG GEN, CAP  
Commander



**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE SOARING SOCIETY OF AMERICA, INC.  
AND THE CIVIL AIR PATROL, INC.**



**THIS AGREEMENT** is executed and delivered by and between the Soaring Society of America (SSA), a nonprofit organization which seeks to foster and promote all phases of gliding and soaring on a national and international basis, and the Civil Air Patrol, Inc. (CAP), the auxiliary of the UNITED STATES AIR FORCE, which seeks to encourage and aid American citizens in the contribution of their efforts, services, and resources in the development of aviation and in the maintenance of aerospace supremacy.

**A. PURPOSE:** The purpose of this Memorandum of Agreement (MOA) is to define and establish procedures and practices for cooperation between the SSA and CAP to promote soaring, aerospace education, and aviation development of America's youth.

**B. MUTUAL COOPERATION:** SSA and CAP commit to the formation of a joint working group appointed by the SSA Executive Vice-President and CAP Executive Director. The working group will meet as needed but not less than annually. The working group is tasked with the responsibility of program development, operational review, evaluation and modification, as appropriate to achieve mutual goals.

**C. AREAS OF COOPERATION:** Working within the policy and guidelines of each organization, the SSA and CAP agree to:

1. Appoint individuals and working groups at the national level to accomplish direct coordination and expand opportunities in supporting efforts and programs designed to increase CAP glider operations and SSA efforts to promote soaring by America's youth.
2. Encourage attendance at meetings of the other organization to encourage mutual education and exchange of information on SSA/CAP related activities, including the club/unit level.
3. Provide educational support for SSA/CAP selected joint activities while exploring and developing opportunities that offer an ongoing aviation experience along with non-flight based aviation education to CAP and SSA youth programs.
4. Support efforts to promote SSA and CAP organizational goals for membership growth.
5. Maintain the highest level of commitment to programs that ensure safe, high quality, joint soaring activities.
6. Share resources in such a manner that furthers the purpose of this agreement.
7. Provide SSA members the opportunity to act as mentors for emerging CAP glider operations to enhance standardization and safety.
8. Capitalize on program generated opportunities to promote CAP and SSA organizational awareness within the aviation and general public.

**D. FUNDING AND LIABILITY:**

1. With regards to program funding, a primary task of the joint working group will be to develop an operations plan that details joint and individual funding responsibility for each organization and individual program participants. All funding and liability issues will require final approval by each organizations governing body.

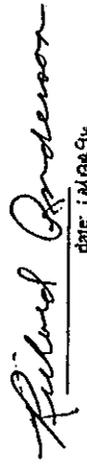
2. Both SSA and CAP agree that one goal for the program is to establish the operations as authorized CAP activities IAW current CAP directives. Liability issues will be identified, addressed, and resolved by the joint working group and each organizations corporate legal counsel prior to the commencement of operations.

**E. CANCELLATION:** This memorandum of Agreement may be canceled by either party upon the mailing of written notice of cancellation to the other party at the following address. Cancellation shall be effective at noon on the thirtieth day after mailing.

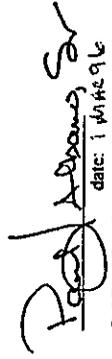
- |   |   |
|---|---|
| 1. IF to Soaring Society of America:<br>Executive Vice President<br>P.O. Box E<br>Hobbs, NM 88241 | 2. IF to Civil Air Patrol:<br>Executive Director<br>105 S. Hansell St.<br>Maxwell AFB, AL 36112 |
|---|---|

Nothing in this Agreement shall modify or substitute for applicable organizational regulations and bylaws or operating policy.

  
date: 1/14/96  
Mr. Gene Hammond  
President  
Soaring Society of America, Inc.

  
date: 1/14/96  
Brig Gen Richard L. Anderson  
National Commander  
Civil Air Patrol, Inc.

  
date: 1/14/96  
Mr. Larry Sanderson  
Executive Vice-President  
Soaring Society of America, Inc.

  
date: 1/14/96  
Col Paul J. Albano  
Executive Director  
Civil Air Patrol, Inc.



## MEMORANDUM OF UNDERSTANDING

*between the*

**United States Air Force**

*and*

**Civil Air Patrol**

**25 January 1991**

**as amended  
8 November 1991**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
UNITED STATES AIR FORCE  
AND  
CIVIL AIR PATROL**

**A. PURPOSE:**

The purpose of this Memorandum is twofold: (1) to define the duties and responsibilities of the Civil Air Patrol as a volunteer civilian auxiliary of the United States Air Force; and (2) define and establish responsibilities and respective support between the Air Force and the Civil Air Patrol. Civil Air Patrol is a private corporation chartered under Federal law with statutory purposes and is eligible to receive discretionary Air Force support. Therefore, close coordination is necessary between both parties to effect this Memorandum.

**B. SCOPE:**

This Memorandum covers those relationships, policies, and activities in which the Civil Air Patrol performs as an auxiliary of the Air Force. The Air Force recognizes Civil Air Patrol's right, however, to involve itself in activities exclusive of Air Force interests. In those areas in which the Civil Air Patrol is performing as an auxiliary of the Air Force, as delineated in this Memorandum, the Civil Air Patrol agrees to comply with Air Force directives as agreed to by Civil Air Patrol and HQ CAP-USAF. The listing and identifications within this Memorandum are not intended to be exclusive.

**C. DEFINITIONS:**

**1. Air Force Civilian Auxiliary:**

a. A private organization that is organized and equipped to provide specified support and services to the Department of the Air Force, and to pursue its statutory objectives.

b. The Civil Air Patrol has been designated by statute as a volunteer civilian auxiliary of the Air Force, and is organized to provide trained volunteers in emergency services and aerospace education and training for senior and cadet members.

**2. Instrumentality of the United States:**

a. An instrumentality of the United States is a legal status conferred upon an otherwise private or non-federal agency, organization, or entity by statute, which gives the agency, organization, or entity the same or similar benefits, immunities, and privileges, accorded to the United States Government and its agencies, as defined or otherwise limited by the enabling statutes.

b. The Civil Air Patrol is an instrumentality of the United States, for civil liability purposes, whenever it is engaged in the performance of an Air Force assigned mission. Civil Air Patrol missions which have been assigned by the Air Force, will have Air Force mission numbers and will be covered under the Federal Tort Claims Act (FTCA) and the Federal Employees Compensation Act (FECA), unless otherwise agreed to by Memoranda of Understanding (MOU) or Letters of Agreement (LOA).

**3. Noncombat Mission of the Department of the Air Force:**

a. An Air Force noncombat mission is any mission for which the Air Force is tasked, by statute, regulation, or higher authority, which does not involve actual combat, combat operations, or combat training.

b. The Secretary of the Air Force, in lieu of using Air

Force resources, may use the services of the Civil Air Patrol in fulfilling any noncombat mission of the Air Force.

c. All Air Force noncombat missions assigned to the Civil Air Patrol will be referred to hereinafter, as Air Force-assigned missions.

**4. Civil Air Patrol Corporate Mission:**

Any mission performed by Civil Air Patrol which is not an Air Force-assigned mission.

**D. AIR FORCE-ASSIGNED MISSIONS FOR THE CIVIL AIR PATROL:**

**1. General Provisions:**

a. The Civil Air Patrol, as a civilian auxiliary of the Air Force, is authorized to perform specified assigned missions of the Air Force. Additionally, as a civilian auxiliary of the Air Force, the Civil Air Patrol may be authorized by the Air Force to provide designated services to other federal, state, local, and private agencies.

b. All Civil Air Patrol missions assigned by the Air Force, whether in support of Air Force or other federal, state, local, or private agencies, will be issued an Air Force mission number by the appropriate Air Force authority.

c. Air Force mission numbers will not be issued, unless otherwise provided herein, for Civil Air Patrol missions in support of other federal, state, local, or private agencies unless there is a memorandum of understanding or letter of agreement with that agency or organization, which specifies the missions to be performed by the Civil Air Patrol, and is approved and signed by the designated Air Force authority. The approval of the memorandum or agreement by the designated Air Force authority will make the missions enumerated therein Air Force-assigned missions.

d. Each memorandum of understanding or letter of agreement will address the issues of third party liability coverage, Workmen's Compensation benefits, and expense reimbursement, and will specify if the Air Force or the supported agency or activity will provide the coverage.

e. All other missions performed by the Civil Air Patrol are considered corporate missions, over which the Air Force exercises no control, and for which no federal benefits will apply (e.g., FTCA, FECA, reimbursement). Except for specified cadet flight training designated in this Memorandum, the Civil Air Patrol Cadet Program, to include its personnel policies and procedures, and the Civil Air Patrol Aerospace Education Program, are corporate missions. The Civil Air Patrol agrees to add the United States Government as an additional insured under all corporate insurance policies at the time of renewal, if there is no significant additional cost to Civil Air Patrol Incorporated.

f. When the Civil Air Patrol is operating as an instrumentality of the United States:

(1) The provisions of the Federal Employees Compensation Act, 5 U.S.C. 8101 et seq., are applicable to Civil Air Patrol members who are at least 18 years old.

(2) The provisions of the Federal Tort Claims Act, 28 U.S.C. 2671-2680, are applicable for civil liability purposes, and the United States will be substituted for Civil Air Patrol

Incorporated and/or its members in the same manner and under the same statutory provisions applicable to any federal agency or employee in like circumstances.

g. The provisions of AFR 112-1, "Claims and Tort Litigation," Chapter 17, "Civil Air Patrol Claims" will apply to the adjudication of all personal injury and property damage claims filed against the United States arising out of Civil Air Patrol activities.

## 2. Mission Management:

a. The Air Force will determine which missions the Civil Air Patrol will perform on behalf of the Air Force and other agencies as agreed in accepted memoranda of understanding.

b. The Civil Air Patrol is responsible for conducting all aviation missions in accordance with Federal Aviation Administration (FAA) standards and regulations. Civil Air Patrol will notify HQ CAP-USAF of all exceptions granted by the DOT/FAA to these standards.

c. The Civil Air Patrol will obtain Air Force approval of those Civil Air Patrol directives and regulations governing assigned missions.

## 3. Designation of Assigned Missions:

The Air Force-assigned missions for the Civil Air Patrol listed within this section receive FECA and FTCA coverage. Reimbursement in accordance with section F for these missions are grouped as follows:

### a. Reimbursable missions:

(1) Search and Rescue missions approved by the Air Force Rescue Coordination Center (AFRCC) - CONUS; Joint Rescue Coordination Center (JRCC), Alaskan Command (ALCOM) - Alaska; JRCC, Pacific Command (PACOM) - Hawaii; and the Coast Guard District Rescue Coordination Center - Puerto Rico.

(2) Search and Rescue evaluations, exercises, and training missions, approved by HQ CAP-USAF.

(3) Disaster Relief missions - "imminently serious," approved by Air Force National Security Emergency Preparedness Division (AFNSEP/EP) - CONUS; Alaskan Command (ALCOM) - Alaska; Pacific Command (PACOM) - Hawaii; and Atlantic Command (LANTCOM) - Puerto Rico. These missions are performed in accordance with public law under Military Support of Civil Authorities (MSCA) rules.

(4) Disaster Relief missions - "Presidentially declared," approved by the Department of Military Support (DOMS). These missions are performed in accordance with public law under Military Support of Civil Authorities (MSCA) rules.

(5) Disaster Relief evaluations, exercises, and training missions, approved by HQ CAP-USAF.

(6) Military Support of Civil Defense (MSCD), and Joint Key Assets Protection (JKAP) - "national security emergencies" (i.e., wartime or catastrophic peacetime disasters), approved by Air Force Emergency Preparedness Liaison Officer (EPLO) or CAP-USAF Liaison Officer in coordination with individual State Area Commands (STARC) (i.e., federalized State Adjutants General).

(7) Low-level training route surveys, area orientations, and miscellaneous other support missions (e.g., parts/personnel transport, radar facility and target training support), requested by the Air Force or other Department of Defense agency, approved by HQ CAP-USAF.

(8) Annual CAP Form 5 flight checks in CAP aircraft, approved by appropriate Air Force authority.

(9) Biennial Mission Pilot flight checks and Mission Check Pilot flight checks as needed when approved by appropriate Air Force authority.

### b. Non-reimbursable missions:

(1) CAP cadet orientation flights, approved by designated Air Force authority.

(2) Squadron or higher level official conferences or meetings, approved by HQ CAP-USAF.

(3) Official visits to any location by CAP personnel in support of, or associated with, an Air Force-assigned mission, approved by HQ CAP-USAF.

(4) Maintenance and ferry flights of corporate owned aircraft, approved by HQ CAP-USAF.

(5) Training flights specifically conducted to train CAP aircrews to support any assigned Air Force mission, but not leading to higher airman rating or certificates, and conducted under guidelines published by HQ CAP-USAF. Such missions may be treated as reimbursable missions as provided under section 3a of this paragraph at the discretion of HQ CAP-USAF and in accordance with an approved training syllabus.

(6) Proficiency flight training for mission pilots not leading to higher airman ratings or certificates; and conducted under syllabus guidelines published by HQ CAP-USAF.

(7) Flight activities by CAP members participating in CAP cadet flight training leading to a private pilot certificate as approved by appropriate Air Force authority.

(8) CAP flight clinics as approved by HQ CAP-USAF.

(9) Other missions not listed in this section if specifically approved by appropriate Air Force authority.

c. Missions in which the specific terms must be approved by memoranda of understanding or letters of agreement:

(1) Support missions requested by a federal agency (e.g., Customs, DEA, USFS, FAA) or a national relief agency (e.g., American Red Cross, Salvation Army), which are specified in memoranda of understanding or letters of agreement that have been signed and approved by appropriate Air Force authority.

(2) Support missions requested by a state/local government or private agencies which are specified in memoranda of understanding or letters of agreement that have been signed and approved by appropriate Air Force authority.

## E. INVESTIGATION OF CIVIL AIR PATROL FLIGHT MISHAPS:

Civil Air Patrol aircraft mishaps will be investigated by the National Transportation Safety Board or the FAA, as necessary. A memorandum of understanding between the Air Force, Civil Air Patrol, and the National Transportation Safety Board will be pursued.

## F. FINANCIAL MATTERS:

Appropriated funds are used for Civil Air Patrol support in those areas deemed necessary by the Air Force. Included is the cost of aircraft, vehicles, equipment, maintenance, commercial communications, fuel, and lubricants associated with Air Force-assigned missions. Additionally, appropriated funds pay for Civil Air Patrol cadet uniforms. In order to support Civil Air Patrol with appropriated funds, Civil Air Patrol requirements must be submitted for inclusion into the biennial planning, programming, and budgeting system for consideration by the Air Force.

## G. UNIFORM AND GRADE:

1. The Air Force reserves complete authority over the uniform wear and design made available to the Civil Air Patrol. In addition, the Air Force reserves complete authority over the Civil Air Patrol general officer grade structure.

2. In order to make changes to the Civil Air Patrol uniform items or general officer grade, requests will be submitted through CAP-USAF and Air University to the Air Force Deputy Chief of Staff, Personnel, for approval in accordance with Air Force regulations. In turn, the Air Force will coordinate with the Civil Air Patrol when considering changes that would affect the Civil Air Patrol uniforms or general officer grade structure.

#### H. AIR FORCE LIAISON WITH AND SUPPORT OF CIVIL AIR PATROL:

1. The Secretary of the Air Force reserves complete authority to determine the liaison organization, structure, and duties of Air Force active duty members and those of the Air Reserve Forces.

2. The Air Force has an interest in aerospace education and training and therefore will continue its support of Civil Air Patrol educational programs as currently outlined in regulations by providing access to facilities, services, and educational materials.

3. Civil Air Patrol will continue to conduct the cadet program, encouraging CAP cadets to enter the Air Force and Air Force Academy. USAF will consider credit for CAP Spaatz cadets with preference in Air Force commissioning or entry into the Air Force Academy.

#### I. COOPERATION:

1. Memoranda of Understanding/Letters of Agreement Between Civil Air Patrol and Other Agencies:

All existing memoranda of understanding and letters of agreement between Civil Air Patrol Incorporated and other governmental or private agencies will be reviewed and approved by the Secretary of the Air Force or designated authority within one year of the signing of this Memorandum. Unless a memorandum of understanding/letter of agreement has been approved within one year of the signing of this Memorandum, missions conducted under the existing memorandum/agreement will not be eligible for Air Force mission numbers. New memoranda/agreements will be reviewed and approved prior to implementation.

2. Resolution of Differences:

a. In case a difference arises between the Civil Air Patrol and the Air Force, the resolution will be sought within the Department of Defense.

b. Civil Air Patrol shall have the right to communicate at any time to Headquarters, Air University and Headquarters, Air Force, in turn, on any significant USAF policy decisions or

USAF actions involving the CAP program deemed inconsistent with the terms of this Memorandum or otherwise deemed by CAP to present a major policy issue.

3. Items not specifically covered in this Memorandum or established guidelines, regulations, or operating procedures will be negotiated by both parties as needed.

4. Issuance/Modification of Regulations:

a. The Air Force will modify its regulations and the Civil Air Patrol will modify its bylaws and regulations to reflect the provisions in this Memorandum.

b. Neither Civil Air Patrol nor the Air Force will issue or change regulations, directives, or publications affecting the CAP program without advance consultation with the other party. Advance consultation for the purpose of this paragraph shall mean the right to provide written comments.

5. The Civil Air Patrol and the Air Force will make a good faith effort to coordinate Air Force/Civil Air Patrol legislative issues.

6. The Air Force agrees to review the following areas:

a. Making Civil Air Patrol employees and national officers and staff eligible for travel and hotel rates under government status.

b. Exclude Civil Air Patrol from paying GSA facility charges in accordance with 10 U.S.C. 9442.

c. Exclude Civil Air Patrol from DOD "turn back" of equipment acquired from appropriated funds.

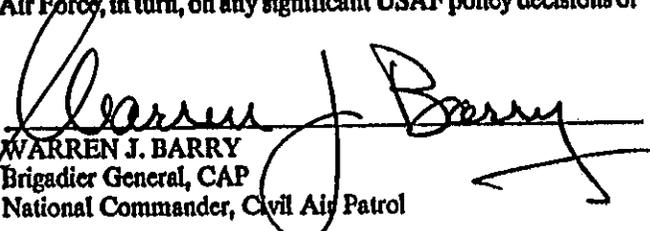
d. The Air Force will consider transferring facilities to Civil Air Patrol during base closure/realignment actions.

7. The Air Force and the Civil Air Patrol shall, in a timely manner, freely exchange information on both Air Force and Civil Air Patrol funding needs with a view towards having mutual agreement on funding requirements.

#### J. EFFECTIVE DATES:

1. This Memorandum of Understanding shall be effective from the date of execution by representatives of the Civil Air Patrol and the Air Force. The provisions of this Memorandum of Understanding will be reviewed biennially and will remain in effect until amended by mutual agreement or until terminated by either party.

2. To provide a transition period, all current operations and policies will continue as is until one year from the date of execution of this Memorandum of Understanding unless otherwise agreed to by both parties. Civil Air Patrol will maintain existing Department of Justice-mandated commercial aviation insurance policy indemnifying the United States Government for all potential claims arising from certain CAP flying activities until rescinded by the Department of Justice.

  
WARREN J. BARRY  
Brigadier General, CAP

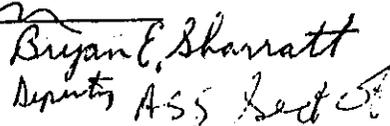
National Commander, Civil Air Patrol

  
JOSEPH M. NALL  
Colonel, USAF

Commander, Civil Air Patrol-USAF

APPROVED 25 JANUARY 1991 AMENDED 8 NOVEMBER 1991

  
MICHAEL P. REARDON  
Deputy Assistant Secretary of the Air Force  
(Reserve Affairs)

  
Bryan E. Sharratt  
Deputy AS Secretary AK

## Organizational Information

### Civil Air Patrol National Headquarters

Dec 6, 2001

*see links below for more information*

MEMORANDUM FOR NATIONAL BOARD

SUBJECT: Statement of Work

1. Attached is the Statement of Work for Civil Air Patrol.

### Additional Information

[SOW](#) -- PDF Format--(295K)

[Cooperative Agreement](#) -- PDF Format--(895K)

**STATEMENT OF WORK  
FOR  
CIVIL AIR PATROL**

**1 Oct 2001**

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**STATEMENT OF WORK FOR CIVIL AIR PATROL**

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**STATEMENT OF WORK  
FOR  
CIVIL AIR PATROL**

**1. Civil Air Patrol**

**1.1. Statement of Work (SOW).** The purpose of the SOW is to specify Air Force requirements for services that CAP is to perform in furtherance of the non-combat missions of the Air Force.

**1.2. CAP Responsibilities.** CAP shall develop regulations, policies, plans, and programs to govern the safety, training, qualification, conduct, and performance of all CAP personnel in the accomplishment of Air Force-assigned missions. These documents and waivers to same are subject to approval by the Air Force.

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## **2. Support to USAF, CAP Missions, and Chaplain Service**

### **2.1. General**

**2.1.1. Overview.** The Air Force may use CAP in fulfilling Air Force non-combat missions. CAP, as an Air Force auxiliary, shall maintain a capability to meet the requests of the Air Force and assist local, state, and Federal agencies or activities. This section outlines the employment of CAP by the Air Force and the missions assigned to CAP by the Air Force.

**2.1.2. Training to Perform Air Force-Assigned Missions.** CAP is responsible for the safety, training, qualification, conduct, and performance of their personnel in support of Air Force-assigned missions. To ensure mission capability, CAP shall establish a training program that provides a sufficient number of qualified personnel to perform Air Force-assigned missions effectively. Training plans will be submitted to CAP-USAF not later than 31 July for the next fiscal year.

### **2.2. CAP Support to USAF**

**2.2.1. General.** The Air Force may use CAP units and personnel in fulfilling Air Force non-combat missions. HQ CAP-USAF is the coordinating/approving authority for using the CAP. CAP will refer to Air Force missions assigned to CAP as Air Force-assigned missions.

**2.2.2. Objective.** The objective of Air Force-assigned missions is to employ CAP's resources to accomplish the non-combat missions of the Air Force in accordance with 10 U.S.C. 9442.

**2.2.3. Liability/Legal Status.** With respect to any act or omission of the Civil Air Patrol, including any member of the Civil Air Patrol, the Civil Air Patrol shall be deemed to be an instrumentality of the United States when it is engaged in the performance of Air Force-assigned missions in accordance with 10 U.S.C. 9442(b)(1). CAP shall ensure any supported organizations are aware that CAP is not deemed an instrumentality of the United States for any missions which are not Air Force-assigned.

**2.2.4. Priority for Support.** As an auxiliary of the Air Force, CAP shall establish the priority for employing CAP resources as first, the Air Force, then other DoD departments and agencies, other federal departments and agencies, state civil agencies, and finally, local agencies.

**2.2.4.1. Memoranda of Understanding/Letters of Agreement.** All memoranda of understanding (MOU) and letters of agreement (LOA) between CAP and other agencies or organizations which confer Air Force mission status as described in section 2 of this SOW shall be submitted for review and approval by CAP-USAF/CC prior to implementation.

**2.2.5. Air Force Liaison Office.** With the concurrence of the respective Region or Wing commander, Air Force liaison personnel (State Director/Deputy State Director) may occupy office space in CAP Region or Wing facilities. Where CAP incurs documented out-of-pocket occupancy costs (such as, but not limited to, rent, utilities, insurance) CAP-USAF shall pay to the Region or Wing a portion of such costs in proportion to the amount of space occupied.

### **2.3. CAP Missions**

**2.3.1. General.** CAP, as an Air Force Auxiliary, shall maintain a capability to assist the Air Force in performing its roles, missions, and operations in a timely manner and to assist Federal, state, and local agencies or activities. This section describes missions CAP currently performs as an Air Force Auxiliary. The Secretary of the Air Force may use the services of CAP to assist the Air Force in performing roles, missions, and operations and also expects CAP to support Air Force missions.

**2.3.1.1. Air Force Oversight.** CAP-USAF has authority to suspend Air Force mission status based on safety concerns, or suspected fraud or criminal activity, until CAP rectifies these concerns. CAP-USAF Commander will inform the CAP Executive Director of suspension actions in a timely manner.

**2.3.1.2. Senior Member Professional Development.** Senior member professional development should blend specialty training, command and staff experience, and leadership and management education into a progressive program resulting in advanced CAP rank and the award of certificates, ribbons, and other favorable indicators of CAP service. CAP should provide mandatory training to all senior members on Air Force and CAP core values, cadet protection, and new member orientation.

### **2.3.2. Emergency Services**

**2.3.2.1. Search and Rescue/Disaster Relief.** CAP shall conduct air/ground search and rescue (SAR) and disaster relief (DR) in response to man-made events or natural disasters. SAR operations are normally requested by the Air Force Rescue Coordination Center and/or other DOD joint rescue coordination centers and carried out under Air Force authority. Disaster relief operations are normally requested and coordinated by local/state/federal emergency management authorities and authorized by the Air Force National Security Emergency Preparedness office.

**2.3.2.2. Radio Communications.** CAP is encouraged to maintain their nationwide communications capability for Air Force mission support to include high frequency (HF), very high frequency (VHF) AM, and VHF-FM (fixed, mobile, and repeater systems). CAP is encouraged to operate national, regional, and

local communications networks to provide appropriate levels of connectivity during national, regional, or local emergencies or major disasters.

**2.3.2.3. Other Air Force/DOD Missions.** This section lists other Air Force/DOD missions that are coordinated through appropriate agencies.

**2.3.2.3.1. Support to DOD/Federal Agencies.** Missions include, but are not limited to, aerial damage assessment (visual, photographic, and video), filling sandbags for flood control, and light load airlift (including parts, personnel, and packages).

**2.3.2.3.2. Military Support to Civil Authorities.** Missions include, but are not limited to, aerial damage assessment (visual, photographic, and video), and light load airlift including parts, personnel, and package transport.

**2.3.2.3.3. Counter-Drug (CD) Missions.** CAP shall perform CD missions in accordance with public law.

**2.3.2.3.3.1. CD Administrative Reimbursement.** Each CAP wing shall separately account for the administrative overhead reimbursements.

**2.3.2.3.3.2. CD Flying Hour Program.** In order to conduct CD missions, CAP shall develop a mission requirements-based annual CD flying hour program for use within each participating CAP wing. CAP shall provide these requirements to CAP-USAF by 1 October 01 and each year thereafter, contingent upon extension of the Cooperative Agreement through the next Federal fiscal year in accordance with Article 5 of the Cooperative Agreement. This shall be integrated into a prioritized regional and national level program for review by CAP-USAF, United States Customs Service, United States Forest Service, and the Drug Enforcement Administration (CAP's three major CD customers).

**2.3.2.3.3.3. Feedback.** CAP shall develop a CD program formal feedback system for each CAP wing using written, results-oriented feedback from each of CAP's major CD customers as defined in section 2.3.2.3.3.2. Each customer will be required to provide this feedback annually beginning 1 Oct 02 and each year thereafter, contingent upon extension of the Cooperative Agreement through the next Federal fiscal year in accordance with Article 5 of the Cooperative Agreement. Prior to obtaining CAP CD mission support, each customer will agree in writing to provide this level of feedback annually. CAP shall put this requirement into all existing and all future memoranda of understanding or letters of agreement with customers. CAP shall provide quarterly reports to CAP-USAF summarizing the support provided all CD customers. Individual reports used in compiling this summary will be made available to CAP-USAF upon request.

**2.3.2.3.3.4. Drug Demand Reduction (DDR).** Missions include, but are not limited to, Middle School Initiative and cadet orientation rides.

**2.3.2.3.4. Support to Law Enforcement.** CAP is subject to the restrictions of 10 U.S.C. chapter 18 when performing Air Force-assigned missions. Permitted activities include aerial reconnaissance, airlift, and communications support. Prohibited activities include surveillance of persons and transportation of prisoners.

**2.3.2.3.5. Survey flights.** Missions include but are not limited to IR, VR and SR low-level route surveys.

**2.3.2.3.6. Ground Teams.** Ground teams for SAR and DR are permitted. Ground teams may not participate in CD operations.

**2.3.3. CAP Cadet Program.** CAP shall conduct a comprehensive cadet program. CAP shall incorporate into or maintain as an element of their cadet program specific elements contained in this section. The cadet program shall provide study and involvement in five areas: aerospace education, leadership laboratory, moral leadership, activities, and physical fitness. This program shall accommodate US dependent youth interested in participating in CAP at US Air Force installation host squadrons on installations outside the United States, its territories, and possessions. Where practical, this program should make accommodations for physically and mentally challenged individuals. Per the provisions of 10 U.S.C. Sec 9444 (b) (11), Air Force support, including appropriated funds, is authorized for the CAP cadet program consistent with furthering the fulfillment of Air Force missions and objectives.

**2.3.3.1. Aerospace Education.** This portion of the cadet curriculum shall orient the cadets to the diversity of the aerospace community. It should develop an understanding of flight, military and civilian aviation, aircraft and space vehicle power plants, navigation, weather, air traffic control, and the social, political, and economic impact of aerospace.

**2.3.3.2. Leadership Laboratory.** This curriculum area shall expose the cadet to opportunities to learn and practice basic leadership, administration, and management techniques.

**2.3.3.3. Moral Leadership.** This area of the program shall provide cadets with a forum to discuss core values under the leadership of a properly endorsed, trained, and qualified chaplain or moral leadership officer. The purpose shall be to allow cadets to develop their own moral foundation. The program shall include an understanding of Air Force and CAP core values.

**2.3.3.4. Activities.** Cadets should be encouraged to participate in unit activities and in activities at the higher echelons. These activities should include but not limited to the following:

1. Air Force career exploration courses
2. Leadership courses
3. Flight training
4. International Air Cadet Exchange

**2.3.3.5. Physical Fitness.** This area of the program should be tailored to the cadet's age group and physical limitations. The goal should be to provide an early exposure to physical fitness and develop a lifetime commitment to physical fitness into the cadet corps. Where practical, this area of the program should make accommodations for physically challenged individuals.

**2.3.3.6. International Air Cadet Exchange.** Civil Air Patrol is the official U.S. representative to the International Air Cadet Exchange Association; as such, Civil Air Patrol should conduct a program of international relations for cadets by participating in the exchange of air cadets and escorts with the member nations.

**2.3.4. CAP Aerospace Education Program.** CAP is encouraged to continue to develop a comprehensive internal and external aerospace education program to fulfill the corporate purposes stated in 36 U.S.C. Sec 40302 which allow CAP to: (1) provide aviation education and training for its cadet and senior members and (2) to encourage and aid American citizens in the promotion of general aviation and in understanding the importance of air supremacy. Per the provisions of 10 U.S.C. Sec 9444 (b) (12), Air Force support, including appropriated funds, is authorized for CAP aerospace education programs consistent with furthering the fulfillment of Air Force missions and objectives.

**2.3.4.1. The Internal Aerospace Education Program.** CAP shall develop as part of the Cadet Program, an aerospace education program to educate cadets on subjects such as the principles of flight, military aviation, aircraft and space vehicle power plants, navigation, weather, air traffic control, and the social, political, and economic impact of aerospace. Because CAP senior members are responsible for instructing and mentoring cadets, CAP will continue to develop educational products to increase the senior member's knowledge of aerospace subjects. CAP will also provide aerospace educational products and programs, not only to assist senior members in carrying out their cadet education and training responsibilities, but also to help them in their service to local schools and community organizations.

**2.3.4.2 The External Aerospace Education Program.** CAP will continue its external aerospace education program which serves to enhance: (1), the general public's understanding of aerospace and its importance to our society; (2), the role aerospace supremacy plays in national security; (3) the need for a maintaining a strong Air Force and (4), aerospace career opportunities

for America's youth, including Air Force career opportunities. The conduit for implementing this program will remain primarily that of providing assistance to the American school system. CAP will continue to provide national standards-based educational materials to school systems and especially to CAP's Aerospace Education Teacher Members. Additionally, CAP will continue to support aerospace education conferences for teachers and will support aerospace education workshops in educational institutions. And, CAP will continue to establish and maintain aerospace education networks with state, regional and national organizations.

**2.4. CAP Chaplain Service.** The CAP chaplain service should be modeled after the Air Force Chaplain Service. CAP chaplains should meet equivalent educational standards as Air Force chaplains and should obtain ecclesiastical endorsement/approval from a religious official approved by the DoD Armed Forces Chaplain Board.

### **3. Air Force Support to CAP**

**3.1. General.** The Air Force may provide personnel, materiel, and financial support for CAP, in accordance with applicable law and Air Force personnel, fiscal, and material restraints.

**3.1.1. Air Force Liaison Personnel.** Air Force liaison personnel may consist of active duty or reserve military personnel, or civilian personnel. Air Force members may be assigned at CAP national, region, and wing levels. CAP-USAF/CC is the sole authority to hire, certify and decertify individuals for these positions. CAP-USAF/CC determines liaison organization, structure, and the duties of the State Directors and Deputy State Directors.

**3.1.2. Air Force Installation Support.** CAP may be provided services and facilities necessary for mission accomplishment, including temporary billeting, messing, and ground transportation, by Air Force installations at the discretion and expense of the installation commander. This discretionary support must include sufficient numbers of licensed/qualified drivers/operators for any ground transportation provided for use by CAP during the period of its use. CAP units will make all requests for Air Force support through their CAP wing headquarters and CAP wing liaison staff to the CAP-USAF liaison region commander.

**3.1.3. Region Directors of Aerospace Education (RDAE) Support.** The CAP RDAEs are CAP corporate employees who are assigned to each of CAP's eight geographical regions. These employees implement nationally approved aerospace education programs within their respective regions. These aerospace education programs are developed for CAP units as well as for educational institutions. Each RDAE's conditions of employment and performance standards are determined by the CAP Executive Director. To increase the efficiency and effectiveness of these employees, they are generally collocated with the CAP-USAF LR/CC's office, unless special circumstances dictate otherwise. Air Force support to RDAEs includes, but is not limited to, office space, general administrative equipment, supplies and postage, USAF Reserve support, airlift assistance for aerospace programs, and USAF installation assistance.

**3.1.4. Airlift.** Airlift support is permitted for official CAP activities in accordance with DoD 4515.13R, Air Transportation Eligibility, November 1994, Chapter 20, and is coordinated through CAP-USAF/XO.

**3.1.5. National Headquarters Building.** The Air Force may provide CAP office and administrative space at Maxwell AFB AL. CAP-USAF will approve all building work orders. CAP-USAF will function as building custodian to maintain control of building access, including key control. CAP-USAF will control access to all classified material. CAP-USAF will determine the necessity (if any) of and manage all security clearances for CAP personnel.

**3.1.6. Training.** CAP-USAF shall monitor Air Force-sponsored training opportunities for CAP members. CAP participation at Air Force-sponsored training will be approved by CAP-USAF and at the discretion of the training organization.

**3.1.7. Cadet Uniforms.** The Air Force, based on available funding, provides funding for purchase of Air Force uniforms to CAP cadets. These uniforms are to be used to support the CAP cadet program.

#### **4. CAP Structure, Status, and Uniforms**

**4.1. Grade Structure and Status.** CAP's grade structure, grade titles, and grade insignia will comply with AFI 10-2701, "Organization and Function of the Civil Air Patrol." In accordance with public law, CAP membership shall not confer upon an individual armed forces status or any of the rights, privileges, prerogatives or benefits of military personnel, active, reserve or retired.

**4.2. Uniforms.** CAP members are authorized to wear Air Force-style or other CAP uniforms in accordance with CAP regulations. The Air Force is the approving authority for all Air Force-style uniforms. CAP members shall wear either an Air Force-style uniform or an authorized CAP uniform when conducting Air Force-assigned missions unless otherwise requested by the tasking agency for that individual mission. CAP shall ensure that CAP members, while wearing Air Force-style uniforms, adhere to Air Force grooming and appearance standards (plus 10% for weight versus height tables) in accordance with CAP policies. CAP specific changes to the Air Force-style uniform, including wear of badges, devices, patches, and appearance standards will be recommended to the Air Force for approval.

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## **5. Logistics**

### **5.1. Aircraft**

**5.1.1. New Aircraft Requests.** CAP shall request, through CAP-USAF, Air Force funds for the acquisition of aircraft for use in support of Air Force-assigned missions. The Air Force will have approval authority for all aircraft acquisitions for use in support of Air Force-assigned missions.

#### **5.1.2. Aircraft Refurbishment/Modernization**

**5.1.2.1. Aircraft Refurbishment.** CAP shall establish and manage a program for the refurbishment of CAP aircraft used in support of Air Force-assigned missions.

**5.1.2.2 . Aircraft Modernization.** CAP shall establish and manage a program for modernization/upgrade of the CAP aircraft fleet used in support of Air Force-assigned missions. The funding for this program will come primarily from appropriated sources. In accordance with DoDGAR 32.34(e), the Aircraft Modernization Account (AMA) account will only be used to offset the costs associated with replacement equipment.

#### **5.1.3. Responsibilities for Aircraft Maintenance**

**5.1.3.1. Aircraft Airworthiness.** CAP shall ensure that all of its corporate-owned aircraft are maintained in a safe and operable condition. This shall be accomplished by assuring that all CAP aircraft meet the airworthiness standards established by the Federal Aviation Regulations, CAP directives, and CAP regulations. All CAP requests for waiver from the Federal Aviation Regulations (FAR) with regard to aircraft equipment requirements, inspections, or operating procedures for aircraft used to perform Air Force-assigned missions must be approved in advance by the Air Force.

**5.1.3.2. Aircraft Maintenance.** CAP shall assure that all maintenance, rebuilding, and alteration shall be accomplished in accordance with applicable FARs. Avionics and instrument repair shall only be accomplished by a certified FAR Part 145 avionics repair station.

**5.1.3.3. Aircraft Maintenance/Refurbishment Responsibilities.** CAP shall establish and operate an aircraft maintenance management system to ensure cost effective scheduling of aircraft periodic inspections, tracking of time/flight critical parts, forecasting of maintenance actions, and managing of documents. CAP shall establish and manage an annual operations and maintenance budget for major maintenance, refurbishment, and modernization of all CAP aircraft in support of Air Force-assigned missions. CAP will provide an annual analysis to support the minor maintenance reimbursement rate and submit to CAP-USAF for

approval. This analysis shall be completed and approved by 1 January each year. CAP shall not request funds from the Air Force for repairs which CAP has sought, or intends to seek, payment from other sources.

## **5.2. Vehicles**

**5.2.1. New Vehicle Requests.** CAP shall request, through CAP-USAF, Air Force funds for acquisition of all vehicles for use in support of Air Force-assigned missions. The Air Force will have approval authority for all vehicle acquisition programs for use in support of Air Force-assigned missions.

**5.2.2. Vehicle Funding Responsibilities.** CAP shall manage an annual operations and maintenance (O&M) budget for the refurbishment and maintenance of all CAP vehicles used in support of Air Force-assigned missions. CAP shall not request funds from the Air Force for repairs which CAP has sought, or intends to seek, payment from other sources.

**5.3. CAP Cadet Uniform Program.** CAP shall operate a program for the acquisition and distribution of CAP Cadet uniforms. The Air Force will have approval authority over policy and procedures of the cadet uniform program.

## **5.4. Control of Resources**

**5.4.1. Defense Reutilization and Marketing Office (DRMO).** CAP may screen certain excess personal property materiel from the DRMO system. The governing directive for this process is DoD 4160.21M, Defense Materiel Disposition Manual. CAP-USAF retains the authority to approve and control types and amounts of items screened. CAP/LG has authority for program control with coordination with CAP-USAF/LG.

**5.4.2. CAP Responsibilities.** CAP has an operational and legal responsibility to protect and account for all materiel, services, or facilities furnished by any source. CAP may not resell any federally appropriated or screened materiel, vehicles or aircraft without the written permission of the HQ CAP-USAF Commander. When approved, funds derived from such a sale will be deposited in the CAP Aircraft Modernization Account (AMA), Aircraft Procurement Account (APA) or CAP Support Program accounts and will be spent in accordance with DoDGARs.

**5.4.3. CAP Control of Resources.** In the event the Air Force determines that CAP has inadequate control over its resources, the Air Force may freeze or suspend CAP Wings from receiving the following federally funded items: acquisition of equipment/supplies from DRMO and the National Technology Center (NTC), vehicles, aircraft, communication equipment, computers, upgrades to aircraft, all new or used equipment, aircraft, and vehicles.

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## **6. Finance**

**6.1. Programming and Budgeting.** In order to allow Air Force to fund CAP programs, CAP shall provide to CAP-USAF a Program Objective Memorandum (POM) request, a Financial Plan, and a Budget Execution Report annually in accordance with CAP-USAF established timeframes, guidelines, and formats. Timeframes and guidelines should be such that CAP-USAF can comply with Command requirements. These reports will require CAP to report sufficient statistical information to justify its budget and/or POM request. This includes but is not limited to aircraft and vehicle utilization data, financial information, and membership statistics.

**6.2. Financial Reporting.** Financial reporting will be in accordance with DoDGARs Sections 32.51 through 32.53. Annual reports will be due 90 calendar days after the Federal fiscal year end. Financial reporting shall be conveyed using AF 269 or SF-269A. Reporting for purposes of the Cooperative Agreement and this Statement of Work shall be on an accrual basis.

**6.3. Financial Information Retention and Access.** Financial record retention and access shall be in accordance with DoDGARs Section 32.53. CAP shall provide the Air Force access to financial information in accordance with DoD 3210.6-R. CAP-USAF will have a representative at all national finance committee meetings. CAP-USAF will be provided with copies of information distributed at those meetings plus copies of all minutes.

**6.4. Payments.** In accordance with the Cooperative Agreement, Article 10.A., when consistent with 10 U.S.C. 9444, payments will be made in advance, subject to the conditions described in DoDGARs Section 32.22. Advances will be made based on CAP's estimate of cash flow requirements. Advances shall be made by submitting an original and two copies of the SF 270, "Request for Advance or Reimbursement", to the Grants Administration Office, with a copy to CAP-USAF. CAP shall develop a system to ensure accountability of the individual CAP Wings (states) to submit CAP Forms 108 in a timely manner.

**6.5 Single Source.** CAP will not use Program funds to pay for expenses paid or reimbursed with funds from other sources.

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## **7. Inspector General**

**7.1. Inspector General Program.** CAP shall operate an inspector general program similar to the Air Force program described in the 90 series of Air Force publications. CAP-USAF/CC will first attempt to resolve all concerns with the CAP leadership. If further review is necessary, concerns will be passed to the CAP Board of Governors, which has the final authority over the CAP IG program.

**7.1.1. CAP Inspection Program.** CAP and CAP-USAF shall operate a joint inspection system similar to the Air Force program.

**7.1.1.1. Wing Inspection Program.** CAP and CAP-USAF shall operate a joint CAP wing level inspection system similar to the Air Force program. Wings will respond within timelines established by CAP regulations. Results of inspections will be forwarded to Headquarters CAP and CAP-USAF for tracking. CAP-USAF/CC will first attempt to resolve all concerns with the CAP leadership. If further review is necessary, concerns will be passed to the CAP Board of Governors, which has the final authority over the CAP IG program.

**7.1.1.2. Inspection Program Below CAP Wing Level.** CAP shall develop and operate an inspection system for CAP units below the CAP wing level similar to the Air Force program. Results of inspections will be filed at Wing Headquarters and available for review by Headquarters CAP and CAP-USAF on request.

**7.1.1.3. Short Notice Inspections.** CAP shall develop a viable, short-notice, inspection program for CAP units having assigned aircraft or mission pilots.

**7.1.2. Complaints Program.** CAP shall operate a complaints system to prevent, detect, and correct any fraud, waste, mismanagement or deficiency, cadet protection issue, or abuse of authority similar to the Air Force program.

**7.1.2.1. Protection.** Protections will be provided to CAP members as part of the complaints program similar to the Air Force "whistleblower" protection program.

**7.1.2.2. Senior Level Complaints.** Complaints against senior level CAP personnel (sitting Wing and Region Commanders and other national officers) shall be forwarded to Headquarters CAP and CAP-USAF for review.

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## **8. Safety**

**8.1. Safety.** CAP shall maintain a safety program that complies with all applicable sections of the following regulations/directives, as determined by HQ CAP-USAF: Air Force safety publications, Occupational Health and Safety Administration guidelines, and Department of Defense Explosives Safety Board regulations.

**8.1.1. Flight Safety.** All incidents and accidents will be reported through the CAP wing liaison office (State Director or Deputy State Director) and CAP-USAF LR/CC to CAP/DOR and CAP-USAF/SE. Failure to report incidents/accidents may result in withdrawal of Air Force mission status of the unit or wing. Results of investigations and recommended corrective actions will be forwarded through the CAP wing liaison office and CAP-USAF LR/CC to CAP/DOR and CAP-USAF/SE. CAP-USAF/CC may review all actions taken against CAP personnel involved in any incident/accident, but review is mandatory when damage and repair estimates exceed \$500. CAP-USAF/CC will first attempt to resolve all concerns with the CAP leadership. If further review is necessary, concerns will be passed to the CAP governing board, which has final authority on any disciplinary action taken against CAP personnel involved in the accident/incident.

**8.1.2. Flight Mishaps.** CAP flight accidents will be investigated by the National Transportation Safety Board (NTSB). Mishaps not meeting NTSB accident criteria will be investigated IAW CAP guidelines. CAP-USAF retains the right, with NTSB concurrence, to provide a member to the NTSB's mishap investigative process. Additionally, the Air Force retains the right to conduct an independent mishap investigation.

**8.1.3. Ground Safety.** All ground incidents and accidents will be reported through the CAP wing liaison office and CAP-USAF LR/CC to CAP/DOR and CAP-USAF/SE. Results of investigations and recommended corrective actions will be forwarded through the CAP wing liaison office and CAP-USAF LR/CC to CAP/DOR and CAP-USAF/SE. CAP-USAF/CC may review all actions taken against CAP personnel involved in any incident/accident, but review is mandatory when damage and repair estimates exceed \$500.

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## **9. Flight Operations**

**9.1. Flight Management.** CAP shall establish and operate a flight management program governing all CAP flight activities by 31 January 02. CAP-USAF will have approval authority over all flight management programs and activities in support of Air Force-assigned missions.

**9.1.1. Requirements.** At a minimum, the CAP flight management program shall address the following general areas: 1 - general operating procedures, 2 - flight time and duty-day limitations, 3 - annual emergency procedures and aircraft operating limitations evaluation, 4 - FAA and CAP aircrew qualifications, requirements, and mission qualification currencies, 5 - standardization and evaluation procedures, 6 - aircrew proficiency requirements, 7 - CAP flight release procedures, and 8 - qualifications, responsibilities and procedures for flight release officer. Specific flight management program requirements are contained in various parts of section 9.

**9.1.2. Aircrew Data.** CAP shall establish and maintain data on all CAP aircrews by 31 January 02. CAP and CAP-USAF personnel at all levels in the organization shall have access to individual aircrew data at all levels at and below their position. At a minimum, aircrew data for each CAP pilot will include:

1. Qualification dates (and expiration dates if applicable) of Federal Aviation Administration (FAA) pilot and medical certificates (to include commercial, airline transport pilot, and instrument rating if applicable).
2. CAP membership expiration date.
3. CAP Form 5 and 91 check ride expiration dates.
4. Expiration date of FAA biennial flight review.
5. Qualification dates for designating pilots as cadet orientation pilot, AFROTC orientation pilot, check pilot, instructor pilot, mission check pilot, and flight release officer (if applicable).
6. A listing of each specific aircraft that the CAP pilot is qualified in.
7. Dates for specialty qualification, (CAP Form 101), mountain flying qualification, night currency, and landing currency.

**9.1.3. Wing Standardization/Evaluation Officers.** Each CAP wing shall have a Standardization/Evaluation Officer who shall administer the check pilot program within their respective CAP wing, to include evaluation and certification of check pilots. The Air Force will fly annually (using the CAP Form 5 Flight Evaluation profile) with each CAP wing Standardization/Evaluation Officer. The purpose is

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to allow the Air Force to review CAP's training and standardization/evaluation procedures.

**9.1.4. Check Ride Trend Analysis.** CAP wings shall report to the Air Force Liaison Region on a semi-annual basis (1 January and 30 June) the number and type of failures of check rides.

## **10. Planning**

**10.1. Strategic Plan.** CAP shall develop a strategic plan that will be used to form the basis for planning and programming near-term goals and future mission requirements.

**10.2. Planning Process.** The planning process should facilitate identification of mission needs, and allow for evaluation/approval of requirements by the CAP Governing Board.

**10.3. Aircraft Requirements.** CAP shall develop and maintain aircraft fleet requirement standards to substantiate acquisition, assignment, use, and disposal of aircraft to support Air Force-assigned missions. Requirement standards shall consider factors such as unit size, unit mission, response time, and the unit's area of operation to substantiate the number and type of aircraft required, and shall consider lease versus purchase option. The Air Force will assist CAP in this process. CAP will develop these requirements by 31 January 02, contingent upon extension of the Cooperative Agreement through the next Federal fiscal year in accordance with Article 5 of the Cooperative Agreement.

**10.4. Aircraft Utilization Rate.** CAP shall establish an aircraft utilization rate in support of Air Force-assigned missions. Beginning 30 September 02 and biennially thereafter, CAP shall perform an analysis of the size of its aircraft fleet using requirement standards established in section 10.3 and adjust the disposition of its aircraft fleet accordingly.

**10.5. Radio Communication Requirements:** CAP shall develop and maintain communications requirement standards to substantiate acquisition, assignment, use, and disposal of a mobile land radio system to support Air Force-assigned missions. Requirement standards shall consider factors such as unit size, unit mission, response time, and the unit's area of operation to substantiate the number and type of communication required. The Air Force will assist CAP in this process. CAP shall develop these requirements by 31 March 02.

**10.6. Vehicle Requirements.** CAP shall maintain vehicle fleet requirement standards to substantiate acquisition, assignment, use, and disposal of vehicles to support Air Force-assigned missions. Requirement standards shall consider factors such as unit size, vehicle utilization rate, unit mission, response time, the unit's area of operation, and lease versus purchase options to substantiate the number and type of vehicles required. CAP shall maintain a vehicle control program, whereby each unit authorized assigned vehicles designates a vehicle control point of contact. The Air Force will assist CAP in this process.

**10.7. Vehicle Utilization Rate.** CAP shall establish a vehicle utilization rate in support of Air Force-assigned missions. Beginning in February 02 and biennially thereafter, CAP shall perform an analysis of the size of its vehicle fleet using

requirement standards established in section 10.6 and adjust the disposition of its vehicle fleet accordingly.

**10.8. Equipment/Supplies Requirements and Standards.** CAP shall develop equipment and supplies requirement standards to substantiate acquisition, assignment, use, and disposal of equipment and supplies to support Air Force-assigned missions. CAP shall establish an allowance standard for equipment and supplies for CAP personnel and organizational elements in support of Air Force-assigned missions. The Air Force will assist CAP in this process. CAP will develop these requirements by October 02 and biennially thereafter, contingent upon extension of the Cooperative Agreement through the next Federal fiscal year in accordance with Article 5 of the Cooperative Agreement.

## **11. General**

**11.1. Regulations, Policies, Plans, and Programs.** CAP shall revise or develop regulations, policies, plans, and programs as required to accomplish Air Force-assigned missions as stated in this statement of work. CAP regulations, policies, plans and programs governing Air Force-assigned missions will be submitted for review and approval by the Air Force prior to implementation by CAP.

**11.2. Delegation of Authority by Air Force.** 10 U.S.C. 9442(b) and 9444 authorize the Secretary of the Air Force to provide assistance to CAP and to utilize CAP to fulfill non-combat missions of the Air Force. The Secretary of the Air Force may delegate this authority to Air Force personnel and organizations as required. Unless specifically stated otherwise, all approval by the Air Force of CAP programs, policies, or activities and coordination between CAP and the Air Force will be accomplished through CAP-USAF.

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## **APPLICABLE DOCUMENTS**

PL 79-476, 36 U.S.C. 40301  
PL 106-398, 10 U.S.C. Chapter 909

18 U. S. C., 1385  
32 CFR 32.21  
DoD 3210.6-R, Part 32.34  
DoD 4160.21M, Mar 1990, with Change 1  
DoD 4515.13R, Jan 1980  
DFAS-DER 177-102  
DFAS-DER 7010.2-R  
AFPD 36-50  
AFPD 90-2  
AFPD 90-3  
AFI 36-5001  
AFI 65-601, Volume 1 & Volume 2  
AFI 90-201  
AFI 90-301  
CAP-USAFI 65-111

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## GLOSSARY

**Active Senior Member.** A member who regularly attends meetings, performs a specific duty assignment, meets training requirements, and participates in the activities of his or her unit.

**Civil Air Patrol (CAP).** Civilian organization chartered by congress in 1946. CAP is a nonprofit, civilian corporation under Public Law 79-476, 36 U.S.C. 40301. CAP is an auxiliary of the Air Force under Public Law 106-398, 10 U.S.C. 9441.

**CAP Member.** The individual members of the CAP. Members of CAP are volunteers who donate their time and effort to support the goals and objectives of CAP and its role as an auxiliary of the Air Force.

**Civil Air Patrol-United States Air Force (CAP-USAF).** Air Force organization responsible for advice, liaison and Air Force oversight of the CAP. CAP-USAF is manned by active duty, reserve, and civilian Air Force personnel (may also include Air Force contract personnel).

MODIFICATION TO THE AGREEMENT

BETWEEN

The United States Air Force  
555 E Street East  
Randolph AFB TX 78150-4440

AND

The Civil Air Patrol  
105 S Hansell St., Bldg 714  
Maxwell AFB AL 36112-6332

Agreement No: F41689-00-2-0001  
Modification No: P00014  
Effective Date: 15 Nov 01  
Authority: Article 8 and 10 U.S.C. 9444  
Appropriation: N/A

The purpose of this modification is to incorporate a revised Statement of Work.

1. The attached Statement of Work for Civil Air Patrol dated 1 October 2001 is hereby incorporated as Attachment 1 to the Agreement and substituted for the Statement of Work for Civil Air Patrol dated 10 Jul 2000 which is hereby deleted in its entirety.
2. The title of Attachment 1 on page 12 of the Agreement is changed from "Statement of Work for Program Requirements" to "Statement of Work for Civil Air Patrol."
3. All other terms and conditions under the agreement remain in full force and effect except as otherwise specified herein.

FOR THE CIVIL AIR PATROL, INC.

  
ROBERT L. BROOKS, Colonel, CAP DATE:  
Executive Director 16 Nov 01

FOR THE UNITED STATES OF AMERICA

  
MARY E. TYLER DATE: 30 Oct 01  
Grants Officer

# Cooperative Agreement between Civil Air Patrol and United States Air Force



## Teaming for America's Future

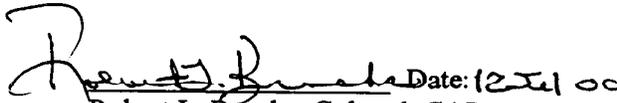
**Cooperative Agreement  
Between  
The United States Air Force  
And  
The Civil Air Patrol**

**10 July 2000**

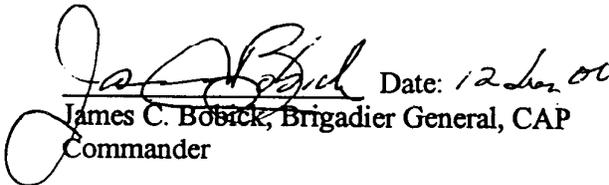
Agreement Number: F41689-00-2-0001  
Catalog of Federal Domestic Assistance Number: 12.DAE  
Effective Date: 1 October 2000

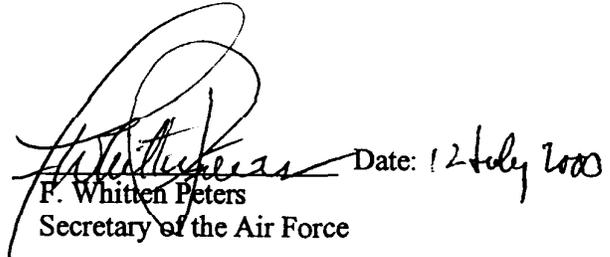
For the Civil Air Patrol, Inc.

For the United States Air Force

  
Date: 12 Jul 00  
Robert L. Brooks, Colonel, CAP  
Executive Director

  
Date: 10 Jul 00  
Mary E. Tyler  
Grants Officer

  
Date: 12 Jul 00  
James C. Boback, Brigadier General, CAP  
Commander

  
Date: 12 July 2000  
F. Whitten Peters  
Secretary of the Air Force

Allotted Funding:

**Availability of Funds**

Funds are not presently available for this agreement. The parties' obligation under this agreement is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Grants Officer and until the recipient receives notice of such availability, to be confirmed in writing by the Grants Officer. No legal liability on the part of CAP for performance under this agreement may arise until Recipient receives such notice of availability. In the event a Continuing Resolution Authority (CRA) is in effect on 1 October 2000, Air Force funding of CAP programs will be controlled by the CRA.

ACRN

FUND CITATION(S)

AMOUNT

**PART I. ADMINISTRATIVE INFORMATION**

Article 1. Authority.

This agreement is entered into pursuant to the authority of 10 U.S.C. 9441 and in accordance with the Federal Grant and Agreement Act, 31 U.S.C. 6301-6308, as implemented in the Department of Defense Grant and Agreement Regulations (DoDGARs), DoD 3210.6-R (13 Apr 98).

Article 2. Definitions.

The term "agreement" as used herein shall refer to these articles and the attachments hereto.

The term "Federal fiscal year" refers to the period from October 1 through September 30.

The term "parties" as used herein shall refer to the United States Air Force and the Civil Air Patrol, Incorporated.

The term "program" shall refer to the Air Force's statement of work.

The term "recipient" shall refer to the Civil Air Patrol, Incorporated.

Article 3. Administrative Requirements.

- A. This agreement will be administered in accordance with, and recipient shall comply with the requirements of the Department of Defense Grant and Agreement Regulations (DoDGARs), DoD 3210.6-R (13 Apr 98), Parts 22, 25, 28, and 32.
- B. In the event of a conflict between the terms of this agreement and other governing documents, the following shall be the order of precedence, in descending order:
  - 1. The DoDGARs;
  - 2. The articles in this agreement;
  - 3. The attachment(s) to this agreement.

Article 4. Administrative Responsibilities.

Grants Officer: Mary E. Tyler  
HQ AETC/LGCQ  
555 E Street East  
Randolph AFB TX 78150-4440

Grants Administration Office: DCMC Atlanta  
805 Walker Street  
Marietta, GA 30060-2789

Air Force Program Manager: Dennis Parkhurst, Colonel, USAF  
Commander, CAP-USAF  
105 S. Hansell St.  
Maxwell AFB, AL 36112-6332

Payment Office: DFAS Limestone  
3 Arkansas Road  
Limestone, ME 04751-1500

ance

Recipient's Program Manager: Robert L. Brooks, Colonel, CAP  
Executive Director  
Civil Air Patrol  
105 S Hansell St., Bldg 714  
Maxwell AFB, AL 36112-6332

**PART II. TERM**

Article 5. Term of the Agreement.

The term of this agreement commences on the effective date shown on the face of the agreement and continues through September 30, 2001. The agreement may be extended through the next Federal fiscal year and for subsequent Federal fiscal years subject to the availability of appropriated funds to support the Program and the agreement of the parties.

**PART III. ENFORCEMENT AND TERMINATION**

Article 6. Enforcement.

In addition to the remedies identified in the article entitled Termination, the Government may use any of the remedies identified in DoDGARs 32.62 when determined appropriate

**Article 7. Termination.**

- A. The grants officer may terminate this agreement by written notice to the recipient upon a finding that the recipient has materially failed to comply with the terms and conditions of this agreement.
- B. The recipient may terminate this agreement by sending to the grants officer written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. The recipient must provide such notice at least 30 calendar days prior to the effective date of the termination. However, if the grants officer determines in the case of partial termination that the reduced or *modified portion of the award will not accomplish the purposes for which the award was made*, he or she may terminate the award in its entirety.
- C. (Termination may be) by mutual agreement of the parties, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- D. If the agreement is terminated in whole or part, the recipient shall comply with the closure procedures in DoDGARs § 32.71.

**PART IV. MANAGEMENT OF THE PROGRAM****Article 8. Modifications.**

- A. Modifications to this agreement may be proposed by either party. Only the grants officer/administrative grants officer has the authority to act on behalf of the Government to modify this agreement. The recipient will make recommendations for any modifications to this agreement in writing, including justifications to support any changes to the statement of work, and submit them to the government program manager with a copy to the grants officer. The recipient shall detail the technical, chronological, and financial impact of the proposed modification to the program.
- B. The grants officer may unilaterally make minor or administrative agreement modifications (e.g., changes in the paying office or changes to Government personnel identified in the agreement). Recipient Program Manager will be notified of any unilateral changes.

**PART V. FINANCIAL MATTERS**Article 9. Standards for Financial Management Systems.

- A. The recipient shall maintain adequate records to account for the control and expenditure of Federal funds received under this agreement.
- B. The recipient's financial management systems shall comply with the requirements of DoDGARs § 32.21(b).
- C. The recipient's relevant financial records are subject to examination or audit by or for the Government for a period not to exceed three years after submission of the final expenditure report. The grants officer or designee shall have direct access to sufficient records and information of the recipient's activities to ensure full accountability for all funding under this agreement. Such audit, examination, or access shall be performed during business hours on business days upon prior written notice and shall be subject to the security requirements of the audited party.

Article 10. Payment.

- A. When consistent with the provisions of 10 U.S.C. 9441, payments will be made in advance, subject to the conditions described in DoDGARs 32.22. The recipient shall receive advances or reimbursements by submitting an original and two copies of the SF 270, "Request for Advance or Reimbursement", to the Grants Administration Office. In addition, one copy shall be sent to the Grants Officer. Advances shall be deposited and maintained in interest bearing accounts unless the conditions of DoDGARs 32.22(k) apply. To the maximum extent possible, payments will be made by electronic funds transfer after administrative grants officer approval. The recipient may submit requests for a monthly advance when EFT payment is not used or as frequently as necessary when EFT payment is used. The Government may unilaterally adjust the schedule of payments and/or reduce the total amount of the agreement or take other actions permitted by DoDGARs Part 32 if the recipient's balance of cash on hand becomes excessive as determined by Government monitoring SFs 272.
- B. Interest earned from advances deposited in interest bearing accounts shall be remitted to:

Department of Health and Human Services (HHS)  
Payment Management System  
P.O. Box 6021  
Rockville MD 20852

- C. In keeping with Electronic Funds Transfer rules (31 CFR part 206), recipient shall remit interest to the HHS Payment Management System through an electronic medium such as the FEDWIR Deposit System. Electronic remittance shall include the data and be in the format required by HHS to facilitate direct deposit in the HHS account at the Department of the Treasury. If recipient does not have electronic remittance capability, recipient shall send interest earned by check.
- D. Payment problems shall be resolved in an expeditious manner, by working with the cognizant administrative grants officer.

Article 11. Program Income.

- A. To the extent that recipient is not prohibited by 36 U.S.C. 40305, all program income earned during the project period shall be added to funds committed to the project by the Government and recipient organization and be used to further eligible program objectives.
- B. The recipient has no obligation to the Government for program income earned after the end of the project period.
- C. The recipient may deduct costs associated with generating program income from gross income to determine program income, provided these costs are not charged to the agreement.
- D. The recipient will have no obligation to the Government for program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award.

Article 12. Audit.

The recipient is subject to the audit requirements contained in the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Recipient shall provide one copy of any OMB Circular A-133 audits to the DoD/IG and one copy to the CAP-USAF Commander.

Article 13. Allowable Costs.

The allowability of costs incurred by the recipient is determined in accordance with OMB Circular A-122, "Cost Principles for Non-Profit organizations."

**PART VI. CLAIMS, DISPUTES, AND APPEALS**Article 14. Claims, Disputes, and Appeals.A. Resolution of Disputes.

Whenever disputes, disagreements, or misunderstandings arise, the parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. If a grants officer and a recipient are not able to resolve an issue through unassisted negotiations, the grants officer and the recipient may enter into Alternative Dispute Resolution (ADR) procedures. ADR procedures are any voluntary means (e.g., mini-trials or mediation) used to resolve issues in controversy without resorting to formal administrative appeals (see paragraph D of this article) or to litigation. ADR procedures may be used prior to submission of a recipient's claim or at any time prior to the Grant Appeal Authority's decision on a recipient's appeal.

B. Submission of a Claim.

Failing resolution of a dispute by mutual agreement, the recipient may submit a claim arising out of or relating to the cooperative agreement. The claim must:

- (1) Be submitted in writing to the grants officer for decision;
- (2) Specify the nature and basis for the relief requested; and
- (3) Include all data that supports the claim.

C. Grants Officer Decision.

Within 60 calendar days of receipt of a written claim, the grants officer shall either:

- (1) Prepare a written decision, which shall include the reasons for the decision; shall identify all relevant data on which the decision is based; shall identify the cognizant Grant Appeal Authority and give his or her mailing address; and shall be included in the award file; or
- (2) Notify the recipient of a specific date when he or she will render a written decision, if more time is required to do so. The notice shall inform the recipient of the reason for delaying the decision. The decision of the grants officer shall be final, unless the recipient appeals the decision (see paragraph D. this article).

D. Appeal of a Grants Office Decision.

(1) Appeal procedures - Notice of Appeal.

A recipient may appeal a decision of the grants officer within 90 calendar days of receiving that decision, by filing a written notice of appeal to the Grant Appeal Authority and to the grants officer. If a recipient elects to use an ADR procedure, the recipient is permitted an additional 60 calendar days to file the written notice of appeal to the Grant Appeal Authority and grants officer.

(2) Appeal File.

Within 30 calendar days of receiving the notice of appeal, the grants officer shall forward to the Grant Appeal Authority and the recipient the appeal file, which shall include copies of all documents relevant to the appeal. The recipient may supplement the file with additional documents it deems relevant. Either the grants officer or the recipient may supplement the file with a memorandum in support of its position. The Grant Appeal Authority may request additional information from either the grants officer or the recipient.

(3) Decision.

The appeal shall be decided solely on the basis of the written record, unless the Grant Appeal Authority decides to conduct fact-finding procedures or an oral hearing on the appeal. Any fact-finding or hearing shall be conducted using procedures that the Grant Appeal Authority deems appropriate. The decision of the Grant Appeal Authority shall be final and not subject to further administrative review.

**PART VII. REPORTING**

Article 15. Performance Reporting.

Performance reporting will be in accordance with the Statement of Work and DoDGARs 32.51. Recipient shall provide one copy to the grants officer and one copy to the CAP-USAF commander.

Article 16. Financial Reporting.

Within 30 calendar days following the end of each quarter of the Federal fiscal year, recipient shall submit a "Financial Status Report" (SF 269 or SF 269A) and

a "Federal Cash Transactions Report" (SF 272). Recipient shall submit an original and two copies of each to the grants officer and the CAP-USAF commander. (DoDGARs & 32.52)

#### **PART VIII. PERFORMANCE**

Article 17. Program Performance.

The recipient shall perform in accordance with the Statement of Work at Attachment 1 to the agreement.

Article 18. Property Management.

Recipient shall comply with the property management standards for equipment acquired with Federal funds that are specified in DoDGAR § 32.34(f).

Article 19. Procurement Standards.

Recipient shall comply with the procurement standards contained in the DoDGARs § 32.41 through DoDGARs § 32.48.

#### **PART IX. CERTIFICATIONS (AND ASSURANCES)**

Article 20. Certifications and Assurances.

Prior to signing this agreement or receiving funds under this agreement, the recipient provides the:

- A. Certification at Appendix A, DoDGARs Part 25 (32 CFR Part 25), regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions;
- B. Certification at Appendix C, DoDGARs Part 25 (32 CFR Part 25), regarding Drug-Free Workplace Requirements;
- C. Certification at Appendix A, DoDGARs Part 28 (32 CFR Part 28), regarding Lobbying;
- D. Assurance at 32 CFR Part 56.9(b) regarding Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of Defense; and
- E. Assurance at 32 CFR Part 195.6 regarding Nondiscrimination in Federally Assisted Programs of the Department of Defense--Effectuation of Title IV of the Civil Rights Act of 1964.

10 Jul 2000

11

**Attachment 1**

**Statement of Work for Program Requirements**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE U.S. CUSTOMS SERVICE  
THE CIVIL AIR PATROL, INC. AND  
THE CIVIL AIR PATROL-UNITED  
STATES AIR FORCE**

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE U.S. CUSTOMS SERVICE**  
**THE CIVIL AIR PATROL, INC. AND**  
**THE CIVIL AIR PATROL-UNITED STATES AIR FORCE**  
Amendment One - 1 Sep 1997

**A. PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to define and establish methods for cooperation between the U.S. Customs Service of the Department of the Treasury (USCS), the Civil Air Patrol, Inc., (CAP), and the Civil Air Patrol-U.S. Air Force (CAP-USAF). This MOU replaces the original agreement signed 14 November 1985.

**B. MISSION DESCRIPTION:** CAP agrees to provide aircraft, aircrews, and other personnel to assist USCS in aerial reconnaissance for detection of illicit drug traffic within the United States, its territories, and possessions. Attachment 1 lists potential activities that CAP can perform for USCS.

1. All missions under this MOU are flown by CAP as noncombat missions of the Air Force during which CAP, for civil liability purposes, is deemed to be an instrumentality of the United States under 10 U.S.C. 9441. Each CAP mission in support of the USCS must be accompanied by a mission number which invokes this instrumentality status. CAP-USAF authorizes CAP to issue mission numbers to the USCS for the USCS's use of CAP as appropriate. The prohibitions against Air Force involvement in civil law enforcement activities are applicable to CAP members during the performance of missions contemplated under this memorandum.

2. **LIMITATIONS:** Missions performed under this MOU are limited as follows:

a. CAP's participation with USCS is restricted to aerial reconnaissance, transportation, and communications support.

b. CAP may engage in the reconnaissance of property but may not engage in the surveillance of persons.

c. CAP members may not be deputized and will not be armed while supporting this mission. CAP members may not physically participate in arrest or detention procedures, or the search and seizure of evidence. CAP cadets and ground teams will not participate in any mission performed under this MOU.

d. Federal agency personnel, state, and local law enforcement officials are authorized to fly aboard CAP aircraft in support of missions under this MOU.

e. Prior to engaging in operational missions under this MOU, CAP members must receive an orientation briefing on the nature and potential dangers of the mission and responsibilities and restrictions for carrying out the mission. After receiving this orientation, each CAP member signs a statement of understanding/nondisclosure agreement as to the nature of such missions.

f. The USCS reserves the right to screen and approve or disapprove CAP members who apply to engage in such missions. Rescreening currently is accomplished every two years and will be continued as determined by USCS.

g. Support is provided only "if available" as determined by the local CAP Wing Commander. Actual emergency services missions and other Air Force missions have priority over missions flown pursuant to this MOU.

**C. COMMAND AND CONTROL:** Command and control of CAP resources remain within CAP at all times. Flight operations will be conducted in accordance with CAP directives. Any party to this MOU may suspend a mission in the event unsafe operational conditions exist.

**D. COORDINATION:**

1. Supporting CAP forces shall be identified/established by CAP in coordination with USCS. Written operating procedures will be established by the parties to implement this MOU.

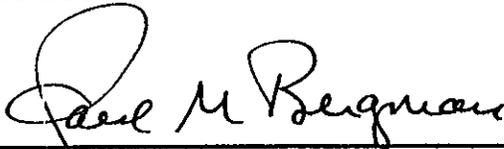
2. The parties to this agreement will coordinate all matters pertaining to this agreement and matters affecting routine missions through the following points of contact: HQ CAP-USAF/XO, Maxwell AFB, AL; USCS National Aviation Center, Oklahoma City, OK; and HQ CAP/DOC, Maxwell AFB, AL. Copies of all applicable correspondence and reports will be furnished to all points of contact listed in this MOU.

3. USAF mission numbers will be issued by HQ CAP/DOC to USCS on an as needed basis. USCS must approve the use of CAP resources and assign mission numbers before any mission is launched. Mission numbers assigned by the USCS are only for operational missions. Training missions must be approved and mission numbers issued by HQ CAP/DOC.

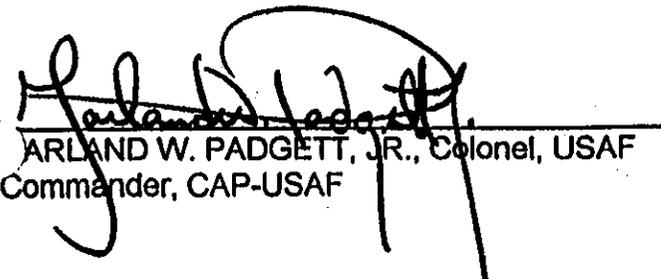
**E. REIMBURSEMENT:**

1. Congress has provided appropriated funds to CAP through the Air Force earmarked for CAP counterdrug support of other Federal agencies. CAP may be reimbursed from these appropriated funds for the following expenses in support of the CAP/USCS missions:

- (a) Fuel and oil (aviation and automotive gasoline).
- (b) Commercial communications expenses.



PAUL M. BERGMAN  
Brigadier General, CAP  
National Commander



ARLAND W. PADGETT, JR., Colonel, USAF  
Commander, CAP-USAF

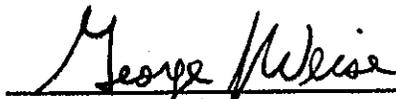
- (c) Aircraft maintenance.
- (d) Per Diem and travel, as appropriate.
- (e) Administrative expenses.
- (f) Required mission equipment.

Requests for reimbursement will follow CAPR 173-3 procedures.

2. In future fiscal years, if Congress does not provide designated Counterdrug mission funding to CAP through the U.S. Air Force, if upon 90 days notice that funding may be required, and if funding is available within its current appropriation, Customs may agree to provide funding if it desires continued CAP support.

**F. ADMINISTRATIVE CLAIMS:** All Federal Tort Claims Act (FTCA) claims filed by state and local law enforcement officials arising from missions flown under this memorandum shall be processed by USCS in accordance with their administrative claims procedures. All other third party claims and Federal Employee Compensation ACT (FECA) claims by CAP members will be processed through HQ CAP-USAF/JA.

**G. EFFECTIVE DATE AND TERMINATION PROCEDURES:** This revised MOU shall be effective from the date it has been executed by representatives of all parties. Any party may terminate this MOU by providing a written notice 60 days in advance to the other parties. The provisions of this MOU may be amended at any time upon mutual agreement of the parties.



George J. Weiser  
Commissioner  
United States Customs Service

## CAP MISSIONS FOR U.S. CUSTOMS SERVICE

*Note: The following is a suggested list of some of the ways that CAP can be employed by USCS. It is not meant to be exclusive or limiting. Other missions may be performed as identified and agreed to by the partners of this memorandum of understanding.*

- Transportation of agents, informants, evidence, witnesses, confiscated items, etc.
- Aerial reconnaissance of potential drug operations.
  - Searches to locate and map clandestine and abandoned airfields.
  - Identify and photograph airfields.
  - Cataloguing clandestine airfields.
  - Search for vehicular and human activity in isolated areas known to be utilized by drug traffickers.
  - Aerial reconnaissance for illegal drug activity.
  - Aerial reconnaissance associated with marine operations.
  - Periodic checks of dry lake beds used as airfields.
  - Routine patrol of coastal areas to identify and report suspicious activity.
  - Aerial reconnaissance of border crossing areas.
- Recurring or periodic airport ramp checks.
- Serving as an aerial communications platform for USCS operations in remote areas.
- Distributing "Drug Awareness" information.
- Directing law enforcement personnel to crash sites of drug-laden aircraft.
- Training - Customs Service can use CAP resources to train their personnel or other law enforcement personnel in use of airborne assets.
- Supporting the educational efforts and initiatives of the Drug Czar.



## MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES COAST GUARD AUXILIARY,  
THE UNITED STATES COAST GUARD, THE CIVIL AIR PATROL, AND  
THE CIVIL AIR PATROL-UNITED STATES AIR FORCE

### I. PARTIES

The parties to this agreement are the United States Coast Guard Auxiliary (hereafter referred to as the Auxiliary), the Civil Air Patrol (CAP), and their parent services, the United States Coast Guard and the United States Air Force, respectively.

### II. PURPOSE AND SCOPE

The purpose of this MOU is to define and establish procedures and practices for cooperation between the Auxiliary and the CAP to enhance their common goals of saving human lives and protecting the interests of the citizens of the United States of America. This Memorandum of Understanding (MOU) supercedes the previous MOU dated 19 October 1995.

### **III. REFERENCE AND AUTHORITY**

Title 10, United States Code, Section 9441 through 9448 (P.L. 106-398)  
Title 14, United States Code, Section 141  
Title 14, United States Code, Section 821  
Title 14, United States Code, Section 823(a)  
Title 14, United States Code, Section 828  
Title 36, United States Code, Section 40301 through 40307

### **IV. AREAS OF COOPERATION**

Working within the policy and guidelines of their parent services, the Auxiliary and the CAP agree to:

1. Train with each other on search and rescue (SAR), disaster relief, and mission related activities, approved by their respective parent service. This may include participating in training exercises conducted by the other organization and providing technical expertise as appropriate.
2. Communicate on radio frequencies approved and agreed to by appropriate United States Coast Guard or United States Air Force authorities.
3. Appoint liaison officers at the national and other organizational levels for direct coordination.
4. Attend meetings of the other organization to encourage mutual education and exchange information on Air Force and Coast Guard mission related activities in which they are involved.
5. Provide supplemental mission support to the other organization, as requested by the appropriate authority of the organization with prime responsibility for the mission. This mission support will be provided as authorized by the appropriate authority of the parent service. Missions in which both agencies may provide supplemental support are search and rescue, marine environmental patrols, and disaster relief.

### **V. MUTUAL ASSISTANCE**

Assistance by either organization to the other for search and rescue missions or other operations will be in accordance with the National SAR Plan or other appropriate authority. The assisting organization will comply with the regulations and operating procedures of their parent service (U.S. Coast Guard or U.S. Air Force), as appropriate.

## **VI. CROSS-CREWING**

To foster mutual understanding and interoperability, Auxiliary and CAP members may crew or help crew an aircraft of the other's organization. Members performing these crew functions must be designated as AirCrew, Observer, or Scanner by their respective parent service. The Auxiliary and the CAP have two levels of non-pilot aviation crew positions:

<u>Coast Guard Auxiliary</u>		<u>Civil Air Patrol</u>
OBSERVER	equal to	SCANNER
AIRCREW	equal to	OBSERVER

Cross-crewing can be conducted on training or operational missions and each crew member will be assigned to duty and covered under orders from their parent service. Due to liability and insurance reasons, Auxiliary and CAP pilots are not allowed to act as Pilot-In-Command (PIC) of each other organization's aircraft.

## **VII. CROSS-CREWING ELIGIBILITY**

All certified Auxiliary aircrew and observers and CAP scanners and observers are eligible to participate in the cross-crewing program. Auxiliary aircrew and observers will be assigned to duty by cognizant order issuing authority. Auxiliary aircrew and observers so assigned will be considered assigned to duty as provide by Title 14, U.S.C. 823(a). CAP scanners and observers will be provided by Headquarters Civil Air Patrol, Directorate of Operations (DO). The Headquarters CAP DO can be reached 24/7 at 888-211-1812.

## **VIII. TRAINING**

All Auxiliary aircrew and observers and all CAP observers and scanners approved to participate in the cross-crewing program, will be considered fully qualified to participate in mission flights in either organization's aircraft. Both the CAP and the Auxiliary will be responsible to provide any additional training to the supporting organization's aircrew if it is needed to successfully complete an assigned mission.

## **IX. LIABILITY**

**THIRD PARTY CLAIMS:** Any claim for third party personal injury, death, or property damage arising from the activities of a CAP or Auxiliary member, performing an authorized mission or cross-crewing activity under this MOU, will be administered and indemnified as appropriate in accordance with the applicable statutory and

regulatory authority of the member's parent service. In the event claims are filed by a third party against both the United States Coast Guard and the United States Air Force for the same incident arising out of an authorized mission or cross-crewing activity under this MOU, the claims office tasked with investigating the claim for each service will coordinate the investigation of the claim with the claims office of the other service.

**FIRST PARTY CLAIMS:** Claims by an Auxiliary or CAP member, arising from any loss to that member as a result of an authorized activity conducted under this MOU, shall be the responsibility of the member's parent service, and administered in accordance with the applicable laws and policies of the member's parent service.

**MAINTENANCE AND REPAIR:** Maintenance and repair of equipment and facilities shall remain the responsibility of the member's parent service, as provided by the laws and policies of the parent service.

## **X. FUNDING**

Funding and/or expense reimbursement for mission support to the other organization will be the responsibility of the parent service of the supporting organization, in accordance with the established funding directives and agreements between the supporting organizations and its parent service except as agreed by the appropriate authorities of both parent services.

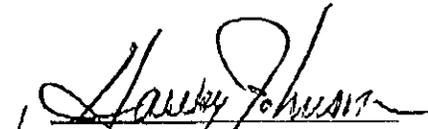
## **XI. EFFECTIVE DATE AND DURATION**

This MOU will become effective from the date it has been executed by representatives of all parties. The term of this MOU is five (5) years from that date. However, any party may terminate the agreement at an earlier date upon providing the other parties with sixty (60) days advanced written notice. Additionally, the MOU will be automatically renewed for an additional 5-year period at the end of each term, absent objection by any party.

## **XII. OTHER PROVISIONS**

1. Nothing herein is intended to conflict with current law, regulation, or directives of any of the parties to this agreement. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect. This agreement may be modified upon mutual written consent of the parties.

2. Should disagreements arise as to the interpretation of the provisions of this MOU, or amendments and/or revisions thereto, that cannot be resolved at the operating level, which for the purpose of this MOU will be defined as the applicable Auxiliary District and CAP Wing, the area(s) of disagreement shall be reduced to writing by all parties and presented to the other parties for consideration. If agreement on interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to the Chief, Director of Auxiliary and the CAP-USAF Commander for appropriate resolution.

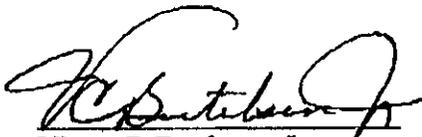
  
Terry M. Cross

Rear Admiral, U.S. Coast Guard  
Assistant Commandant for Operations

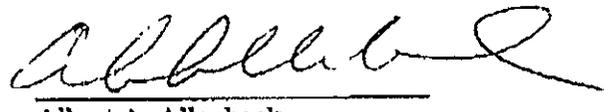
Date: 31 Aug 01

  
Brig. Gen. James C. Bobick, CAP  
National Commander  
Civil Air Patrol

Date: 16 Aug '01

  
Viggo C. Bertlesen, Jr.  
National Commodore,  
U.S. Coast Guard Auxiliary

Date: 19 Aug 2001

  
Albert A. Allenback  
Colonel, USAF  
Commander, CAP-USAF

Date: 16 AUG 01

  
David B. Hill  
Captain, U.S. Coast Guard  
Chief, Director of Auxiliary

Date: 31 AUG 01

**CIVIL AIR PATROL**  
**&**  
**FEDERAL EMERGENCY MANAGEMENT AGENCY**

***COOPERATIVE AGREEMENT***  
***August 27, 1996***

***and***

***MEMORANDUM OF UNDERSTANDING***  
***August 10, 1996***

FEDERAL EMERGENCY MANAGEMENT AGENCY  
ASSISTANCE AWARD/AMENDMENT

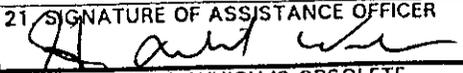
1. ASSISTANCE INSTRUMENT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT <input type="checkbox"/> GRANT		2. TYPE OF ACTION <input checked="" type="checkbox"/> AWARD <input type="checkbox"/> AMENDMENT	
3. INSTRUMENT NUMBER EMW-96-CA-0398	4. AMENDMENT NUMBER N/A	5. EFFECTIVE DATE See Block 21	6. CONTROL NUMBER N/A
7. RECIPIENT NAME AND ADDRESS Civil Air Patrol 105 South Hansell Street Maxwell Air Force Base Montgomery, AL 36112-6332		8. ISSUING/ADMINISTRATION OFFICE Federal Emergency Management Agency Acquisition Operations Division Operations, Recovery & Preparedness Branch 500 C Street, S.W., Room 408a Washington DC 20472  Specialist: David MacKendrick 202/646-3753	
9. RECIPIENT PROJECT MANAGER Jerry Angley, Operations Ofcr.		10. FEMA PROJECT OFFICER James Fox	
11. ASSISTANCE ARRANGEMENT <input checked="" type="checkbox"/> COST REIMBURSEMENT <input type="checkbox"/> COST SHARING <input type="checkbox"/> FIXED PRICE <input type="checkbox"/> OTHER	12. PAYMENT METHOD <input checked="" type="checkbox"/> TREASURY CHECK REIMBURSEMENT <input type="checkbox"/> ADVANCE CHECK <input type="checkbox"/> LETTER OF CREDIT	13. PAYMENT OFFICE Federal Emergency Management Agency Disaster Finance Center P.O. Box 800 Berryville, VA 22611-0800 Attn: Vendor Payments	
14. ASSISTANCE AMOUNT  PREVIOUS AMOUNT    \$ 0.00  AMOUNT THIS ACTION    \$ 0.00  TOTAL AMOUNT    \$ 0.00		15. ACCOUNTING & APPROPRIATION DATA  N/A	

16. DESCRIPTION OF PROJECT

See Attachment A - MOU

17. RECIPIENT REQUIREMENT

- RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO THE ISSUING/ADMIN OFFICE IN BLOCK 8.  
 RECIPIENT IS NOT REQUIRED TO SIGN THIS DOCUMENT.

18. RECIPIENT (Type name and title) Jerry C. Angley Chief, CAP Emergency Services		19. ASSISTANCE OFFICER (Type name and title) H. Robert Weiss Assistance Officer	
20. SIGNATURE OF RECIPIENT 	DATE	21. SIGNATURE OF ASSISTANCE OFFICER 	DATE AUG 27 1996

AGREEMENT ARTICLES

ARTICLE I	-	SCOPE OF WORK
ARTICLE II	-	ESTIMATED COST
ARTICLE III	-	PERIOD OF PERFORMANCE
ARTICLE IV	-	PROJECT OFFICIALS
ARTICLE V	-	PAYMENT
ARTICLE VI	-	PREPARATION OF REQUESTS FOR ADVANCE/REIMBURSEMENT
ARTICLE VII	-	REPORTS
ARTICLE VIII	-	PUBLICATIONS AND NEWS RELEASES
ARTICLE IX	-	REPRODUCTION
ARTICLE X	-	ORDER OF PRECEDENCE
ARTICLE XI	-	CONTENTS OF COOPERATIVE AGREEMENT

NOTE: Page 1 is the FEMA Form 40-21

ARTICLE I - SCOPE OF WORK

The recipient shall furnish the necessary personnel, materials, services, equipment, facilities and otherwise do all things necessary for the performance of the work set forth in the Project Description detailed under the Memorandum of Understanding (MOU) - See Attachment A.

ARTICLE II - ESTIMATED COST

The estimated cost for the performance of this agreement is ~~=\$0.00.~~ (Note: Funding of agreement to be done on an activation/requirement basis for both disaster specific and non-disaster specific work. Thus, prior to the issuance of non-disaster specific work, FEMA will issue a definitized SOW and request a cost estimate, which will result in this agreement being amended to recognize the estimated cost and the definitized tasks to be performed).

ARTICLE III - PERIOD OF PERFORMANCE

The period of performance of this agreement is to be from date of award through **September 30, 2001**.

ARTICLE IV - PROJECT OFFICIALS

## A. Roles

To facilitate the smooth operation of this project, a team management framework shall be utilized. It consists of a Project Manager (PM) designated by the Civil Air Patrol (CAP), a FEMA representative referred to as the Project Officer (PO) and the Assistance Officer (AO). The Project Manager (PM) is designated by the recipient (CAP) and shall be the principle official of CAP involved in the project. The PM is responsible for assuring performance of the tasks outlined in this agreement and compliance with all of its provisions. His/her primary interaction with the Federal Government for technical guidance shall be with the FEMA Program Officer.

The Project Officer (PO) shall be an official at FEMA Headquarters. The PO designated by the Response and Recovery Directorate, Operations Division, Situation Assessment Branch (RR-OP-SA), shall be responsible for the review and approval of the stages of work, deliverables and technical monitoring of the performance of the tasks prescribed in the Memorandum of Agreement.

The FEMA Assistance Officer (AO) shall exercise final authority to issue changes to the agreement, to obligate the Federal Government to the terms described herein, and to administer the terms of the agreement.

## B. Relationship

The PO does not have the authority to alter any obligations under this agreement. He/she is not authorized to make any representations or commitments of any kind on behalf of the AO of the Government. Any circumstances which may arise requiring a change in the terms of this agreement shall be referred to the AO by the PO with their analysis and recommendations. The AO shall retain final authority to implement any change to this agreement.

## C. Identification

### 1) The Project Manager is:

Name: Jerry Angley, Operations Officer  
Telephone: 334/953-4225  
Address: Civil Air Patrol  
105 South Hansell Street  
Maxwell AFB, AL 36112 - 6332

### 2) The Project Officer is:

Name: James Fox  
Telephone: (202) 646-2921  
Address: Federal Emergency Management Agency  
RR-OP-SA, Room 606  
500 C Street, SW  
Washington, DC 20472

### 3) The Assistance Officer is:

Name: H. Robert Weiss  
Telephone: (202) 646-3748  
Address: Federal Emergency Management Agency  
Acquisition Services Activity, Room 407A  
500 C Street, SW  
Washington, DC 20472

ARTICLE V - PAYMENT

A. All vouchers shall be on a CAP Form 108, Request for Reimbursement.

The recipient may submit vouchers up to the amount of the estimated cost shown in Article II. Payment of vouchers which exceed the estimated cost will not be authorized. Note: since this agreement is to be funded on an activation basis, this agreement will be amended to reflect the authorized amount.

B. Submission and Payment of Voucher:

Each voucher shall show the agreement number and the cumulative costs to date. The recipient shall submit an original and one copy of the voucher to:

Federal Emergency Management Agency  
Disaster Finance Center  
P.O. Box 800  
Berryville, VA 22611-0800  
Attn: Vendor Payments

and one (1) copy to:

Federal Emergency Management Agency  
Acquisition Services Division, Room 408-A  
500 C Street, SW  
Washington, DC 20472  
Attn.: David MacKendrick

and one (1) copy to:

Federal Emergency Management Agency  
RR-OP-SA, Room 606  
500 C Street, SW  
Washington, DC 20472  
Attn.: James Fox

C. The Final Voucher shall be submitted to the AO for approval of the final payment.

ARTICLE VI- PREPARATION OF REQUESTS FOR ADVANCE/REIMBURSEMENT

In order to comply with Fed-Line, the Department of Treasury direct wire payment system, the following information must be clearly shown on the face of each request for advance/reimbursement:

1. Bank name.
2. Bank city and state.
3. Bank's nine digit American Bankers Association (ABU) number.
4. Bank account number to be credited by Treasury.
5. Name of a contact person in your organization to receive notification that payment is being made through Fed-line.
6. Any accompanying information (maximum of 200 characters) your organization desires to have included in the remittance advice which will be sent to your bank.

ARTICLE VII - REPORTS

Reports shall be submitted as required under the MOU.

ARTICLE VIII - PUBLICATIONS AND NEWS RELEASES

A. Definition - For the purpose of this clause, "publication" includes.

- (1) any document containing information for public consumption, or
- (2) The act of, or any act which may result in, disclosing information to the public.

B. General

The results of the research and studies conducted under this instrument are planned to be made available to the public through dedication, assignment by the Government, or such other means as the Director of the Federal Emergency Management Agency shall determine.

### C. Government Ownership of Official Products of Work

All interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work sheets, survey instruments, computer tapes, and other physical materials and products produced directly under the Statement of Work shall be Official Products of Work, owned by the Government and held for the benefit of the public.

### D. Publication of Official Products of Work

Official Products of Work, quotations there from, paraphrasing or disclosures of interim findings may not be published without the prior approval of the PO. The PO shall respond to all requests within 30 days of receipt of the request.

### E. Acknowledgment and Disclaimer

All Official Products of Work, or any part thereof, and any Independent Products and Special Products arising out of this instrument, when published by Recipient or other participants in the work,\* shall contain the following acknowledgment and disclaimer.

"The work that provided the basis for this publication was supported by funding under a grant/cooperative agreement with the Federal Emergency Management Agency. The substance and findings of that work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

The acknowledgment and disclaimer shall be placed on the title page or an immediately adjacent place at the beginning of the publication.

### F. Notice of News Releases and Public Announcements.

Two (2) copies of all press releases, formal announcements, and other planned written issuance containing news or information concerning this instrument that may be made by the Recipient of its staff, or any subcontractor or other person or organization participating in the work of this instrument shall be provided to the PO at the earliest possible time. News releases and other public announcements may not disclose any interim findings or quote or paraphrase any part of any Official Product of Work without complying with paragraph D above.

### G. Flow-Down Provisions

The Recipient shall include provisions to carry out the purpose of this Publication Clause in all contracts of employment with persons who perform any part of the work under this instrument and with all subcontractor and other persons or organization participating in any part of the work under this agreement. There shall be provisions for a further flow-down of such requirements to each subtler of employees and subcontractors to the extent feasible.

### ARTICLE IX - REPRODUCTION

All reproduction of materials in excess of the limitations of the Reproduction of Reports Clause (as set forth below) shall be done as part of the recipients share of costs under this agreement.

#### Reproduction of Reports

Reproduction of reports, data or other written materials, if required herein, is authorized provided that the materials produced does not exceed 5,000 production units of any page and that items consisting of multiple pages do not exceed 25,000 production units aggregate. The aggregate number of production units is to be determined by multiplying pages times copies. A production unit is one sheet, size 8.5 by 11 inches or less, printed on one side and in one color. All copy preparation to produce camera-ready for reproduction must be set by methods other than hot metal typesetting. The reports should be produced by employing stencils, masters, and plates which are to be used on single-unit duplicating equipment no larger than 10.75 by 14.25 inches and are prepared by methods or devices that do not utilize reusable contact negatives and/or positives prepared with a camera requiring a darkroom. All reproductibles (camera-ready copies for reproduction offset methods) shall become the property of the Government and shall be delivered to the Government with the report, data, or other written materials.

### ARTICLE X - ORDER OF PRECEDENCE

In the event of an inconsistency in this Cooperative Agreement unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Memorandum of Understanding
2. Cover Page and Articles
3. General Provisions

ARTICLE XI - CONTENTS OF COOPERATIVE AGREEMENT

This Cooperative Agreement EMW-96-CA-0231 consists of the following:

- o Attachment A - Memorandum of Understanding
- o Attachment B - General Provisions

## MEMORANDUM OF UNDERSTANDING

### BETWEEN THE CIVIL AIR PATROL AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY

#### **A. PURPOSE**

This Memorandum of Understanding (MOU) defines and establishes guidelines for mutual cooperation and assistance by and between the Civil Air Patrol (CAP), and the Federal Emergency Management Agency (FEMA). It encompasses both peacetime and National Security Emergencies, and covers those relationships, policies, and activities in which the CAP conducts operations in support of FEMA activities. This MOU supersedes all previous MOUs between the CAP and FEMA.

#### **B. ORGANIZATION BACKGROUND**

1. The CAP is a nonprofit corporation chartered by Congress and established by public law (Sections 201-208 of Title 36 United States Code and designated as a volunteer civilian auxiliary of the Air Force by section 9441 of title 10, United States Code. The CAP is organized into a National Headquarters, eight geographical regions and 52 Wings (one Wing in each State, Puerto Rico and the District of Columbia). The organizational structure is patterned after that of the USAF, with the National Headquarters located at Maxwell Air Force Base, Montgomery, Alabama. CAP members serve on a voluntary basis without personal compensation. Under 10 USC 9441, the CAP may be employed in fulfilling the non-combat mission of the Air Force. That mission includes military support to civil authorities in disasters and emergencies under the provisions of DoD directive 3025.1, "Military Support to Civil Authorities", AFPD 10-8 "Air Force Support to Civil Authorities", and the USAF/CAP MOU of 25 Jan 91. When performing such USAF-assigned missions, CAP members may, under certain circumstances, be reimbursed by the USAF for aircraft and vehicle fuel and lubricants, aircraft maintenance, communications (long distance telephone) costs, and lodging and per

diem. When performing USAF-assigned missions, CAP members are covered under the Federal Employees Compensation Act (FECA), 5 U.S.C. 8141, and the Federal Tort Claims Act, 28 U.S.C. 1346 (b), 2671-2680. Because CAP members are volunteers, they may elect not to accept a specific mission tasking.

2. Headquarters (HQ) CAP-USAF is the USAF organization assigned to provide advice and assistance to the CAP, through the National Headquarters and a structure of region and wing liaison offices. The CAP-USAF organization provides liaison between the CAP Corporation and the USAF for accomplishment of USAF-assigned missions.

3. FEMA was established by Executive Order 12127, on March 31, 1979. FEMA represents a single point of coordination for the emergency planning and response activities of the Federal Government in accordance with Reorganization Plan No. 3, June 19, 1978. FEMA is the Executive Agent for administering the Stafford Act, P.L. 93-288 as amended, and for coordinating the Federal response to disasters. As such, FEMA is responsible for coordinating overall Federal planning for, and response to disasters in the United States. Under the provisions of Executive Order 12656, FEMA is responsible for coordinating National Security Emergency Preparedness programs and plans among Federal departments and agencies; coordinating the development of plans, in cooperation with the Secretary of Defense, for mutual civil-military support during National Security Emergencies; and guiding and assisting State and local governments and private sector organizations in achieving preparedness for National Security Emergencies. FEMA establishes policy and guidance for, and provides assistance to, State and local governments in the coordination of emergency preparedness and response, recovery, and mitigation activities; develops and operates telecommunication/alerting systems; develops and executes programs and policies for fire prevention and control; manages the National Flood Insurance Program; and serves as the coordinator of all federal agencies and departments with responsibilities for emergency assistance.

### **C. OBLIGATIONS, ROLES, AND RESPONSIBILITIES**

1. Civil Air Patrol. Within its legal, personnel and fiscal limits, the Civil Air Patrol will:

a. **Non-Event-Specific Support**. Provide the following services to FEMA in order to maintain a state of readiness to respond to a disaster or emergency.

(1) Maintain close liaison and coordination with FEMA Headquarters and Regional Offices in the development of emergency services guidance and procedures for CAP Wings and subordinate units to ensure compatibility with civil preparedness guidance and concepts for emergency and/or disaster operations; and, coordinate and exchange information with FEMA Headquarters and Regional Offices in other matters of mutual interest.

(2) Assist in training FEMA Region, State, and local civil preparedness communications staff in CAP communications procedures.

(3) Coordinate with FEMA Headquarters and Regional Offices in the development of CAP disaster or emergency response plans, and for training, testing, and exercising requirements.

(4) Participate in FEMA national and regional disaster exercises.

(5) Assist Federal Departments or agencies as requested by FEMA in support of the emergency support functions of the Federal Response Plan.

(6) Other readiness related services requested by FEMA within the capabilities of the CAP and within applicable legal limitations (i.e., excluding routine transport of official personnel).

**b. Event-Specific Support.** Provide the following services as requested by FEMA, and consistent with applicable directives, upon the occurrence of a civil emergency.

(1) Air and ground search and rescue (SAR) services (missing persons, aircraft, livestock, etc.).

(2) Air and ground visual and/or photographic damage survey and assessment.

(3) Air and ground transportation of key personnel, medical and other equipment, and supplies during actual disaster operations.

(4) Air transportation of Search and Rescue (SAR) dogs.

(5) Radio communications support

(6) Courier flights (CAP members do not maintain security clearances and cannot handle classified material).

(7) Air and ground radiological monitoring, if capabilities are available.

(8) Air support to satisfy essential or high priority commercial, corporate, industrial, health and welfare, and agricultural requirements in military and civil emergency survival and recovery actions.

(9) Assist Federal Departments or agencies as requested by FEMA in support of the emergency support functions of the Federal Response Plan.

(10) Other disaster-related services requested by FEMA within the capabilities of the CAP.

2. National Headquarters CAP. Headquarters CAP will:

a. Maintain close liaison and coordination with HQ CAP-USAF, State EMAs and FEMA Headquarters in the development of emergency services guidance and procedures for CAP Wings and subordinate units to assure compatibility with civil preparedness guidance and concepts for emergency and/or disaster operations. Coordinate and exchange information with FEMA Headquarters in matters of mutual interest.

b. Coordinate with HQ CAP-USAF and FEMA in the development of CAP civil preparedness (natural disaster and national emergency) plans, and for training, testing and exercising requirements.

c. Provide assistance to FEMA personnel in developing and conducting CAP disaster and national emergency planning, training, testing, and exercising activities.

d. Develop and exchange data bases with FEMA to include: A directory of CAP aircraft and ground vehicle assets, a national directory of CAP radio stations, operating frequencies and call signs, CAP aerial monitoring and relay capabilities, and listing of key contacts and telephone numbers.

e. Assist in the orientation and training of FEMA and State and local emergency management communications staffs in CAP communications procedures.

f. The CAP wing will maintain appropriate records of FEMA-requested CAP missions for a minimum of seven years after the completion of the activities associated with an event, and such documentation will be furnished to FEMA upon request.

- (1) The purpose of the mission.
- (2) The number and types of aircraft/vehicles used.
- (3) The number of flights and flying hours and/or vehicle mileage.
- (4) The number of CAP personnel person-days expended.
- (5) The type and amount of reimbursements received or made.

g. Ensure that Wing Liaison Offices check all forms/receipts for accuracy, consolidate all claims associated with the activities performed on appropriate reimbursement forms, and forward the reimbursement request to HQ CAP/FM.

3. Headquarters CAP-USAF. HQ CAP-USAF will establish procedures to:

a. Authorize USAF-assigned missions for SAR and disaster relief evaluations, exercises, and training missions.

b. Provide assistance to CAP and FEMA personnel in developing and conducting emergency and/or disaster planning, training, testing and exercise activities.

4. FEMA. The Federal Emergency Management Agency will:

a. FEMA Response and Recovery Directorate will:

(1) Designate a FEMA/CAP Liaison Officer to coordinate FEMA Agency-wide planning and operations activities.

(2) Maintain close liaison and coordination with States, HQ CAP and HQ CAP-USAF in development of guidance for FEMA headquarters and regional offices as well as State and local emergency management agencies on the capability of the CAP to support emergency operations and the procedures for obtaining CAP support. Coordinate and exchange information with HQ CAP, and HQ CAP-USAF in other matters of mutual interest.

(3) Assist and encourage State emergency management offices to develop a State and Regional Disaster Airlift Plan (SARDA) annex to the

State emergency operations plan that includes CAP capabilities and provides for CAP participation in planning, training and exercising for disaster response and recovery operations.

(4) Provide CAP reimbursement by FEMA-issued Cooperative Agreement for aircraft and vehicle fuel and lubricants, aircraft maintenance, communications (long distance telephone) costs, extraordinary utility costs, and per diem and lodging costs allocable to FEMA when incurred in performance of FEMA-requested missions. FEMA shall ensure that adequate funds are obligated prior to the authorization of a mission.

b. The FEMA Preparedness Training and Exercises Directorate will:

(1) Provide assistance to CAP in emergency services training subjects that are mutually beneficial to CAP and FEMA.

(2) Exchange training information with CAP and explore the possibility of joint training publications.

(3) Arrange with CAP for an annual Emergency Education Network program to focus on aerial radiological monitoring and refresher training, and other training to support the missions defined in this MOU.

(4) Designate a point of contact to coordinate all CAP training and exercise activities in concert with the FEMA/CAP Liaison Officer.

c. The FEMA Information Technology Services Directorate will:

(1) Provide telecommunications assistance to CAP and HQ CAP-USAFA.

(2) Provide radio frequency management support and guidance to ensure that CAP and FEMA radio systems are interoperable.

(3) Designate a POC to coordinate telecommunications operations issues and procedures in concert with the FEMA/CAP Liaison Officer.

d. The FEMA Operations Support Directorate will:

(1) Maintain close liaison with the FEMA/CAP Liaison Officer and with appropriate CAP organizational elements to ensure CAP inclusion in the

overall FEMA Reconnaissance and Remote Sensing Program supporting FEMA response and recovery efforts.

(2) Develop standards and procedures for the acquisition and dissemination of reconnaissance products acquired by the CAP per FEMA taskings.

(3) Ensure CAP reconnaissance activities and products are available to all potential users/customers and not isolated at local levels.

(4) Ensure that CAP capabilities and products are known to all organizations currently participating in the FEMA Reconnaissance and Remote Sensing Program.

e. FEMA Regional Offices will:

(1) Provide program guidance to the States in the areas of planning, testing and exercising, and emergency services operations. This guidance will also include CAP support for disaster response and recovery operations, and other emergency management activities designed to enhance the emergency operational capabilities of State and local governments.

(2) Coordinate with States, CAP Wings and CAP-USAF Liaison Regions in planning and coordinating operations and training activities. Assist, as requested, in performing SAR and disaster relief evaluations and training exercises for CAP Wings.

(3) Assist in the coordination and conduct of training and emergency response and recovery operations for CAP personnel.

(4) Designate a specific regional point of contact for coordination of all CAP activities.

(5) At the discretion of the FEMA Regional Director, establish agreements with individual CAP Wings within the FEMA Region that contain specific operating procedures, programs, etc., relating to the implementation of this MOU.

## **D. UTILIZATION OF CAP RESOURCES**

Activation and use of CAP resources in the event of a disaster or emergency differs depending upon the type of mission involved. USAF operational missions will have priority for use of CAP resources.

All CAP resources not tasked by the Air Force may be available to FEMA. All FEMA taskings for CAP will be accomplished through the issuance by the FEMA Assistance Officer of a sequentially numbered task order covering all expected tasks for a particular event.

### **1. Disaster Response Operations.**

a. CAP resources may be utilized, consistent with applicable directives, to provide necessary support and assistance during assessment, predeployment preparation, deployment, response, recovery, and mitigation operations for disaster situations (including all natural and man-made disasters such as hurricanes, floods, tornadoes, major storms, earthquakes, oil spills or other environmental disasters). Activities which may be performed by CAP resources are outlined in Section C.1. of this MOU.

b. CAP resources may be employed as a component of the Urban Search and Rescue (US&R) Program.

c. Employment of CAP resources shall be accomplished as follows:

(1) Upon determination of the need for CAP assistance, the requesting FEMA official shall contact the National Emergency Coordination Center (NECC) at 202-898-6100 or 800-634-7084 and provide the following information:

- (a) Caller's name, organization, job title, and telephone number.
- (b) The nature and location of the disaster.
- (c) The specific type of CAP assistance requested.
- (d) The date and time CAP assistance is required.

(2) NECC will notify the FEMA/CAP Liaison Officer of the request. If approved, the NECC will contact the FEMA Assistance Officer (or his or her designee) and will request a FEMA Task Order Number for the mission.

(3) NECC will then contact the Air Force National Security Emergency Preparedness Office (AFSNEP) duty officer (for CONUS, Puerto Rico, and the Virgin Islands) or Hq Pacific Air Forces (PACAF)(for Alaska, Hawaii, or Guam) to request Air Force mission authorization for the requirement. During duty hours only, the AFNSEP Duty Officer at Ft. McPherson, GA, may be contacted at 404-752-4342/4343 (FAX 404-752-4282). After duty hours contact the Forces Command Watch Officer at 404-669-5222 (ask for the AFNSEP Duty Officer). The PACAF Command Post at Hickam AFB, HI, may be contacted at 808-448-8500. The following information must be provided:

- (a) Caller's name, organization, job title, and telephone number.
- (b) The nature and location of the disaster.
- (c) The specific type of CAP assistance requested.
- (d) The date and time CAP assistance is required.
- (e) The FEMA Task Order Number for funding the mission.

(4) If AFNSEP (or HQ PACAF) approves the request for disaster support, they will issue a mission number to the CAP Wing that will provide the support. The appropriate CAP Wing Commander, or their representative, will initiate coordination actions with the appropriate FEMA Regional Operating Center (ROC), or Disaster Field Office (DFO). If AFNSEP (or HQ PACAF) does not approve the request for support, the NECC will be notified promptly.

(5) The FEMA Assistance Office will provide written verification of the mission request along with the FEMA Task Order Number to CAP HQ/FM (voice 334-953-6481, FAX 334-953-4269) as soon as possible following any verbal tasking. CAP HQ will, in turn, provide a copy of the written verification to AFNSEP.

## **2. National Security Emergencies.**

a. During wartime or other national security emergency, CAP resources and operations are governed by CAP Operations Plan (OPLAN) 1000.

b. Available CAP resources may be utilized to support civil missions for FEMA, State, and local authorities, provided such support does not conflict with the requirements of the Air Force.

c. Requests for CAP resources are submitted to the USAF Emergency Preparedness Liaison Officer (EPLO) at the respective State Operations Center or the State Area Command (STARAC) for tasking. Upon mission acceptance, the USAF EPLO will provide a USAF mission number which will constitute authorization for CAP to respond under USAF-assigned mission status and provide the requested resources. If the EPLO cannot be contacted, HQ CAP-USAF will issue a USAF mission number.

### 3. Evaluations, Exercises, Training and Other Non-Disaster Related Missions.

Missions under this category are authorized and approved by HQ CAP-USAF through the CAP-USAF Liaison Regions.

### 4. Funding and Liability.

a. FEMA will be required to reimburse CAP and its members according to the provisions of this MOU for missions and tasks requested by FEMA. FEMA shall ensure that proper and adequate funds are obligated prior to the authorization of a mission. FEMA will not be responsible for other missions or activities performed by CAP under the direction of other organizational entities.

b. All CAP missions authorized in accordance with and performed under this MOU are Air Force assigned missions. Air Force assigned mission status provides Federal Tort Claims Act (FTCA) coverage for all participating CAP members and Federal Employees Compensation Act (FECA) coverage for all participating CAP members 18 years of age and older. The Air Force, through CAP-USAF, will process all FECA administrative claims involving CAP members. With the exception of FTCA claims filed by participating CAP members, which will be adjudicated by the Air Force, FEMA will be responsible for adjudicating all FTCA claims arising out of missions performed under this MOU.

c. It is expressly agreed and understood that FEMA will provide all necessary liability and workers compensation coverage for its own employees on any activity called for under this Agreement in which CAP is involved.

d. No supplements may be made to this section.

## **E. CONTROL OF RESOURCES**

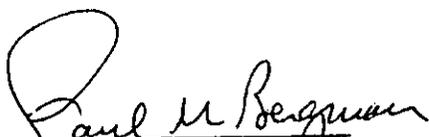
Control of CAP resources shall at all times be retained by the CAP. It is understood, however, that the CAP Wing Commander (or other officer in charge of a particular mission) shall cooperate with FEMA and other Federal and State agencies and departments to the greatest extent possible consistent with DoD Directive 3025.1, and pertinent CAP guidelines and directives. Once a FEMA mission has been accepted by CAP however, implementation shall be subject to the direction of the FEMA official designated in the Task Order or his or her designee.

## **F. EFFECTIVE DATE**

1. This MOU shall be effective from the date it has been executed by representatives of all parties. Any party may terminate this MOU effective 30 days after presentation of written notice to the other parties. This MOU may be amended at any time by written agreement of all parties. Fully coordinated written conforming amendments to the cooperative agreement, if necessary, shall be made simultaneously with amendment to the MOU.

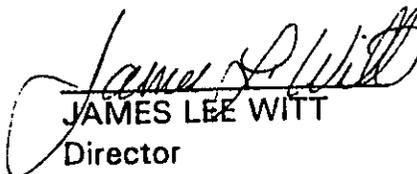
2. It is agreed that this MOU will be reviewed 12 months from the date of execution for modification as needed. It will be reviewed biennially thereafter, unless a revision is warranted due to a major policy change, a significant change in circumstances, or organizational relationships.

3. The following authorized signators, representing their respective organizations, by signature below hereby officially commit their organizations and pledge their cooperation in pursuit of the mutual benefits of this Memorandum of Understanding in service to and on behalf of the people of the United States of America.



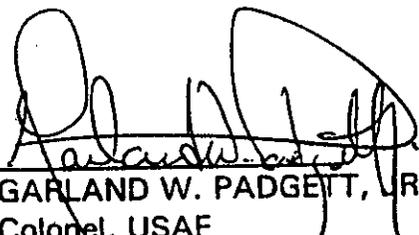
PAUL M. BERGMAN  
Brigadier General, CAP  
National Commander, Civil Air Patrol

Date AUG 10 1996



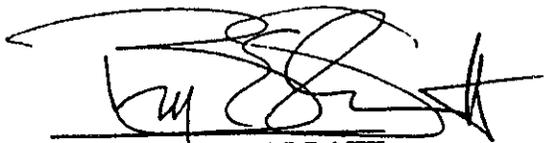
JAMES LEE WITT  
Director  
Federal Emergency Management Agency

Date AUG 10 1996



GARLAND W. PADGETT, LR  
Colonel, USAF  
Commander, Civil Air Patrol-USAF

Date AUG 10 1996



BRYAN E. SHARRATT  
Deputy Assistant Secretary of the Air Force  
Reserve Affairs

Date AUG 10 1996

**FEDERAL EMERGENCY MANAGEMENT AGENCY**  
**GENERAL PROVISIONS FOR GRANTS AND COOPERATIVE AGREEMENTS**

1. DEFINITIONS
2. AMENDMENTS
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5. ALLOWABLE COST
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11. CLOSEOUT PROCEDURES
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13. PROPERTY MANAGEMENT STANDARDS
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# FEDERAL EMERGENCY MANAGEMENT AGENCY

## GENERAL PROVISIONS

### FOR

## GRANTS AND COOPERATIVE AGREEMENTS

### General Provisions

The general provisions which are based upon the requirements of the Office of Management and Budget Circulars A-102 and A-110, are set forth in this section, and shall be used verbatim in all Discretionary awards.

#### (1) Definitions

(1) The term "Recipient" refers to the grantee if the legal instrument to which these General Provisions apply is a grant and to the cooperating party if they apply to a cooperative agreement.

(2) The term "Instrument" refers to either a grant or a cooperative agreement.

(3) The term "Assistance Officer" (AO) refers to the individual delegated the authority by FEMA to execute and/or administer this instrument.

#### (2) Amendments

This instrument may be amended at any time by a written modification. Amendments which reflect the rights and obligations of either party shall be executed by both the Government and the recipient. Administrative amendments that do not change the Project Description or impact cost or delivery may be issued unilaterally by the AO.

#### (3) Cash Depositories

(1) Any money advanced to the recipient under the terms of this instrument must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage and the balance exceeding the FDIC coverage must be collaterally secured.

(2) Consistent with the national goal of expanding opportunities for minority business enterprises, the recipient and its subrecipients are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members). A list of minority owned banks can be obtained from the Office of Minority Business Enterprise, Department of Commerce, Washington, D.C. 20230.

#### (4) Retention and Custodial Requirements for Records

(1) Financial records, supporting documents, statistical records and all other records pertinent to this instrument shall be retained for a period of three years, with the following exceptions:

(i) If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation claims or audit findings involving the records have been resolved.

(ii) Records for nonexpendable property, if any, required with Federal funds shall be retained for three years after its final disposition.

(iii) When records are transferred to or maintained by FEMA, the 3-year retention requirement is not applicable to the recipient.

(2) Records that identify adequately the source and application of funds for Federally supported activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays and income.

(3) Effective control over and accountability for all funds, property and other assets.

(4) A comparison of actual outlays with budgeted amounts and the relationship of specific performance to costs incurred.

(5) Procedures to minimize the time elapsing between the transfer of funds to the recipient and disbursement by the recipient when advances or letters-of-credit are used.

(6) Procedures for determining reasonableness, allowability and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of this instrument.

(7) Accounting records that are supported by source documentation.

(8) Examinations in the form of audits including internal audit. Such audits shall be made by qualified individuals who are sufficiently independent of those who authorize the expenditure of Federal funds to produce unbiased opinions, conclusions or judgments. They shall meet the independence criteria set forth in Chapter 3, Part 3, of the U.S. General Accounting Office publication, "Standards for Audit of Government Organizations, Programs, Activities, and Functions." These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the instrument.

It is not intended that each Federal Agreement awarded to the recipient be separately examined. Generally, examinations shall be conducted on an organization-wide basis to test the fiscal integrity of financial transactions, as well as compliance with the terms and conditions of Federal Agreements. Such tests shall include an appropriate sampling of Federal Agreements. Examinations shall be conducted with reasonable frequency, on a continuing basis or at scheduled intervals, usually annually, but not less frequently than every two years. The frequency of these examinations shall depend upon the nature, size and the complexity of the activity. The examinations do not relieve Federal agencies of their audit responsibilities but may affect the frequency and scope of such audits. (See General Provision entitled, "Audit Requirements" for more detailed requirements for A-102 recipients.)

The recipient shall make the results of such audits available to the Government upon request and/or with the final voucher submitted under grants or cooperative agreements.

(9) A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

The recipient shall require its subrecipients to adopt the standards above except for the requirements in subparagraph (5) regarding the use of the letters-of-credit method and that part of subparagraph (1) regarding reporting forms and frequencies prescribed in the General Provision entitled, "Financial Reporting Requirements."

#### **(8) Financial Reporting Requirements**

(1) Recipients shall submit an original and two copies of Financial Status Report (Standard Form 269) 30 days after the completion of each quarter of the project with the exception of a final Financial Status Report which shall be due 90 days after project completion. All reports should be prepared on an accrual basis; however, if the recipient's accounting records are not normally kept on the accrual basis, the recipient shall not be required to convert its accounting system, but shall develop such information through best estimates based on an analysis of the documentation on hand. Reports should be submitted to the AO.

(2) In the event this instrument provides for advances to the recipient the recipient shall submit an original and two copies of a Federal Cash Transactions Report (Standard Form 272) 15 working days following the end of each quarter.

(iii) The revisions which pertain to the addition of items requiring approval in accordance with the provisions of OMB Circular A-87;

(iv) Recipients plan to transfer funds allotted for training allowances (direct payments to trainees) to other categories of expense;

(4) This paragraph (4) is applicable only if the recipient is *not* a State, local, or Federally recognized Indian tribal government (as defined by OMB Circular A-102):

(i) Recipients shall request prior approvals promptly from the AO when there is reason to believe that a revision will be necessary for any of the following reasons:

(A) Changes in the scope of the objective of the project or program;

(B) The need for additional Federal funding;

(C) ~~Expenditures that require approval in accordance with applicable cost principles;~~

(D) Recipients plan to transfer funds allotted for training allowances (direct payments to trainees) to other categories of expense.

(ii) None of the substantive programmatic work under this instrument may be subcontracted or transferred without prior approval of the AO. This provision does not apply to the purchase of supplies, material, equipment, or general support services.

(5) This paragraph (5) is applicable only if specifically required elsewhere in this instrument. The recipient shall not transfer, without the written approval of the AO, funds among cost categories when the cumulative amount of such transfers exceeds or is expected to exceed five percent of the total budget as last approved by the AO. The same criteria shall apply to the cumulative amount of transfers among programs, functions, and activities or "line items" when budgeted separately for an award, except that FEMA shall permit no transfer that would cause any Federal appropriation, or part thereof, to be used for purposes other than those intended.

(6) Recipients shall notify the AO promptly whenever the amount of Federal authorized funds is expected to exceed the needs of the recipient by more than \$5,000 or five percent of the Federal award, whichever is greater.

(7) When requesting approval for budget revisions, recipients shall use the budget forms that were used in the application unless another format is authorized by the AO.

(8) Within 30 days from the date of receipt of the request for budget revisions, the AO shall review the request and notify the recipient whether the budget revisions have been approved. If the revision is still under consideration at the end of 30 days, the AO shall inform the recipient in writing as to when the recipient may expect the decision.

#### **(11) Closeout Procedures**

(1) The following definitions shall apply:

**Closeout** - The closeout of this instrument is the process by which FEMA determines that all applicable administrative actions and all required work of the instrument have been completed by the recipient and FEMA.

**Date of completion** - The date on which all work under the instrument is completed or the date in the award document, or any supplement or amendment thereto (including termination notices subject to the General Provision entitled, "Suspension and Termination Procedures"), on which Federal assistance ends.

The AO shall promptly notify the recipient in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the recipient or recoveries by FEMA in the event this instrument is terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

(ii) Termination for convenience - This instrument may be terminated in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The recipient shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The AO shall allow full credit to the recipient for the Federal share of the noncancellable obligations properly incurred by the recipient prior to termination.

(4) The parties shall promptly settle the terminated instrument in accordance with the applicable requirements of the General Provision entitled "Closeout Procedures." In addition, the parties shall execute upon settlement a written amendment setting forth the terms and conditions of the settlement agreement.

### (13) Property Management Standards

(1) The following definitions apply for the purpose of this clause.

Real property - Real property means land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

Personal property - Personal property means property of any kind except real property. It may be tangible - such as equipment, or intangible - such as patents, inventions and copyrights.

Nonexpendable personal property - Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit except that recipients subject to Cost Accounting Standards Boards regulations may use the CASB standard of \$500 per unit and useful life of two years. A recipient may use its own definition of nonexpendable personal property provided that the definition would at least include all tangible personal property as defined above.

Expendable personal property - Expendable personal property refers to all tangible personal property other than nonexpendable property.

Excess property - Excess property means property under the control of any Federal agency that, as determined by the head thereof, is no longer required for its needs or the discharge of its responsibilities.

Acquisition cost of purchased nonexpendable personal property - Acquisition cost of an item of purchased nonexpendable personal property means the net invoice unit price of the property including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired. Other charges such as the cost of installation, transportation, taxes, duty or protective in-transit insurance, shall be included or excluded from the unit acquisition cost in accordance with the recipient's regular accounting practices.

Exempt property - Exempt property means tangible personal property acquired in whole or in part with Federal funds, title to which is vested in the recipient without further obligation to the Federal Government except as provided in subparagraph (4)(i) below. Such unconditional vesting of title will be pursuant to any Federal legislation that provides FEMA with adequate authority.

(2) Real property - If real property is acquired as a requirement of this instrument, the following shall apply:

(i) Title to real property shall vest in the recipient, subject to the condition that the recipient shall use the real property for the authorized purpose of the project, as long as it is needed.

- D. Whether title vests in the recipient or the Federal Government;
- E. Acquisition date (or date received, if the property was furnished by the Federal Government) and cost;
- F. Percentage (at the end of the budget year) of Federal participation in the cost of the project or program for which the property was acquired. (Not applicable to property furnished by the Federal Government);
- G. Location, use and condition of the property and the date the information was reported;
- H. Unit acquisition cost;
- I. Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the Federal sponsoring agency for its share

(ii) Property owned by the Federal Government must be marked to indicate Federal ownership

(iii) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The recipient shall, in connection with the inventory, verify the existence, current use, and continued need for the property.

(iv) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented; if the property is owned by the Federal Government, the recipient shall promptly notify FEMA

(v) Adequate maintenance procedures shall be implemented to keep the property in good condition.

(vi) Where the recipient is authorized or required to sell the property, proper sales procedures shall be established which provide for competition to the extent practicable and result in the highest possible return

(8) Expendable personal property - Title to expendable personal property shall vest in the recipient upon acquisition. If there is a residual inventory of such property exceeding \$1,000 in aggregate fair market value upon termination or completion of the instrument and the property is not needed for any other Federally sponsored project or program, the recipient shall retain the property for use on nonfederally sponsored activities or sell it, but must in either case compensate FEMA for its share. The amount of compensation shall be computed in the same manner as for nonexpendable personal property.

(i) Intangible property

(A) Inventions and patents - If any program produces patentable items, patent rights, processes, or inventions in the course of work sponsored by the Federal Government, such fact shall be promptly and fully reported to FEMA. Unless there is a prior agreement between the recipient and FEMA on disposition of such items, FEMA shall determine whether protection on the invention or discovery shall be sought. FEMA will also determine how the rights in the inventory or discovery—including rights under any patent issued thereon—shall be allocated and administered in order to protect the public interest consistent with current Government Patent Policy.

(B) Copyrights - Except as otherwise provided in the terms and conditions of this instrument, the author or the recipient organization is free to copyright any books, publications, or other copyrightable materials developed in the course of or under the instrument. FEMA hereby reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use and to authorize others to use, the work for Government purposes.

(F) Review and approval by the AO of the recipient's proposed contracts and related procurement documents is required when the procurement is expected to exceed \$10,000 and is to be awarded without competition or only one bid or offer is received, the procurement is expected to exceed \$10,000 and specifies a "brand name product," or the recipient's procedures or operation fails to comply with this 13.32(n). The provisions of this paragraph are waived in the event the recipient's procurement system has been certified in accordance with the Office of Federal Procurement Policy.

(G) Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability. Costs or prices based on estimated costs for contracts under this instrument shall be allowed only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles.

(H) Procurement records and files for purchases in excess of \$10,000 shall include the following:

- (1). Basis for contractor selection;
- (2). Justification for lack of competition when competitive bids or offers are not obtained;
- (3). Basis for award cost or price;
- (4). Rationale for the method of procurement; and
- (5). Selection of contract type.

(I) A system for contract administration shall be maintained to ensure contractor conformance with terms, conditions and specifications of the contract and to ensure adequate and timely followup of all purchases.

(2) If the recipient of the instrument is a State or local government or other entity as defined in OMB Circular A-102, it shall adhere to the following standards:

(i) Contracting with Small and Minority Firms, Women-Owned Business Enterprises and Labor Surplus Area Firms.

(A) Affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- (1). Including qualified small and minority businesses on solicitation lists;
- (2). Assuring that small and minority businesses are solicited whenever they are potential sources;
- (3). When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation but not to avoid requirements applicable to purchases in excess of \$10,000.
- (4). Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses;
- (5). Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required;
- (6). If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1 through 5 above.

(10). Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to FEMA and the Regional Office of the Environmental Protection Agency.

(11). If the recipient is a State or local government, contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**(15) Audit Requirements:**

(1) This provision is applicable only if the recipient is a State, local, or Federally recognized Indian tribal government (as defined by OMB Circular A-102).

(2) Cognizant agency is defined as the Federal agency that is assigned audit responsibilities for a particular recipient organization by the Office of Management and Budget.

(3) Recipients shall use their own procedures to arrange for independent audits, and to prescribe the scope of audits, provided that the audits comply with the requirements set forth below. Where contracts are awarded for audit services, the contracts shall include a reference to this provision.

(4) The provisions of this article do not limit the authority of FEMA to make audits of recipient organizations. However, if independent audits arranged for by recipients meet the requirements prescribed below, FEMA shall rely on them, and any additional work shall build upon the work already done.

(5) Audits shall be made in accordance with the General Accounting Office, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions," the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by OMB, and generally accepted auditing standards established by the American Institute of Certified Public Accountants.

(6) Audits shall include, at a minimum, an examination of the systems of internal control, systems established to ensure compliance with laws and regulations affecting the expenditure of Federal funds, financial transactions and accounts, and financial statements and reports of recipient organizations. These examinations are to determine whether:

(i) There is effective control over and proper accounting for revenues, expenditures, assets, and liabilities.

(ii) The financial statements are presented fairly in accordance with generally accepted accounting principles.

(iii) The Federal financial reports (including Financial Status Reports, Cash Reports, and claims for advances and reimbursements) contain accurate and reliable financial data; and are presented in accordance with the terms of this instrument, and in accordance with the General provision entitled, "Financial Reporting Requirements," of this instrument.

(iv) Federal funds are being expended in accordance with the terms of applicable agreements and those provisions of Federal law or regulations that could have a material effect on the financial statements or on the awards tested.

(7) In order to accomplish the purposes set forth above, a representative number of charges to Federal awards shall be tested. The test shall be representative of (1) the universe of Federal awards received, and (2) all cost categories that materially affect the award. The test is to determine whether the charges:

(i) Are necessary and reasonable for the proper administration of the program.

(ii) Conform to any limitations or exclusions in the award.

(20) It will obtain approval by the appropriate Federal Agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the costs of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

(21) It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and that the project will be prosecuted to completion within reasonable diligence.

(22) It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.

(23) It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may require.

(24) It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.

# *Agreement*

*Between  
The American National  
Red Cross and  
the Civil Air Patrol*



**American  
Red Cross**



# Agreement Between The American National Red Cross and the Civil Air Patrol

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This Agreement is effective as of the seventh day of May, 1997, by and between The American Red Cross (ARC), a charitable and nonprofit corporation chartered by Congress, having its principal office at National Headquarters, 17th and D Streets, N.W., Washington, DC 20006, including all chartered units (ARC Units), and the Civil Air Patrol (CAP), a nonprofit, volunteer civilian corporation chartered by Congress and established by public law (Section 201-208, Title 36 United States Code, PL 79476) as the official auxiliary of the United States Air Force. CAP maintains its principal office at National Headquarters 105 South Hansell Street, Maxwell AFB, AL 36112-6332.

WHEREAS, ARC is a humanitarian organization, led by volunteers, that provides relief to victims of disasters and helps people prevent, prepare for, and respond to emergencies. It does this through services that are consistent with its Congressional Charter and the Fundamental Principles of the International Red Cross Movement.

WHEREAS, CAP is a nonprofit, volunteer civilian corporation chartered to encourage and aid American citizens in the contribution of their effort and services and resources in the development of aviation and in the maintenance of aerospace supremacy; encourage and develop, by example, the voluntary contribution of private citizens to the public welfare; provide aviation education and training, especially to its senior and cadet members; encourage and foster civil aviation in local communities; provide an organization of private citizens with adequate facilities to assist in meeting local and national emergencies.

WHEREAS, both parties have previously entered into Statements of Understanding to define and establish procedures and practices for cooperation and collaboration between ARC and CAP in disaster and emergency situations, other than those resulting from imminent or actual enemy action.

WHEREAS, both parties desire to redefine this relationship in order to continue to provide assistance and service to victims of disaster, as well as other services for which cooperation may be mutually beneficial.

WHEREAS, this Agreement supersedes all other Statements of Understanding, or other such documents and becomes the sole Agreement between the parties;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

## **I. SERVICES CAP CAN PROVIDE TO THE ARC**

Within personnel and fiscal limits, CAP may provide the following services to the ARC upon request:

- A. Air and ground visual and/or photographic survey to provide ARC National Headquarters Disaster Services designated personnel with a realistic "damage assessment" of a disaster area.
- B. Air and ground transportation of key ARC National Headquarters Disaster Services designated personnel, relief supplies, and other equipment during actual disaster operations or training exercises.
- C. Communications support in the form of both equipment and personnel to provide emergency communications in support of ARC relief operations using CAP dedicated frequencies. Additionally, CAP may identify and provide personnel to train on and operate ARC furnished communications equipment.
- D. Shelter manpower to work as volunteers in ARC shelters under the direct supervision and control of ARC, after receiving appropriate training as ARC volunteers. CAP cadet and senior members may be utilized, if qualified and after receiving appropriate ARC training, in ARC first aid stations, mass care (shelter and feeding), and logistics operations.

- E. Air and ground transportation of blood, blood products and tissue essential for medical emergencies. Transportation of blood, blood products and tissue does not need to be associated with ARC disaster relief effort.

## II. OBTAINING CAP MISSION SUPPORT

### A. Request for assistance under imminently serious conditions

To obtain CAP support under imminently serious conditions (mission is essential to save lives, relieve human suffering or mitigate great property damage), ARC should direct their request to the Air Force National Security Emergency Preparedness Office (AFNSEP) at the numbers listed in the CAP key personnel directory and be prepared to provide the following information:

- (1) The caller's name, organization, job title and telephone number
  - (2) The nature and location of the disaster or blood transfer request
  - (3) The specific type of CAP assistance requested
  - (4) The date and time CAP assistance is required
- Since Air Force missions are performed on a cost reimbursable basis, the AFNSEP duty officer will ask the individual requesting CAP SUPPORT if they are willing to commit ARC funds if required. If AFNSEP approves the request they will issue a mission number to the CAP wing providing the support. If AFNSEP is not able to approve the request, ARC should contact CAP National Headquarters following the procedures outlined in paragraph II. C. Only ARC Disaster Services, NHQ, can activate this section for ARC disaster related flights.

### B. Request for assistance under a Presidential declaration

For Presidential declared disasters, requests for CAP assistance should go to the FEMA Regional Office responsible for coordinating the disaster relief efforts. The FEMA Regional Office will pass the validated request on to AFNSEP. AFNSEP will validate the mission for the Air Force and in accordance with established procedures, will obtain a CAP source for the mission. If a source is identified,

AFNSEP will issue a mission number to the CAP wing providing the support. Should AFNSEP not be able to issue a mission number to the CAP wing, ARC should contact CAP National Headquarters following the procedures outlined in paragraph II. C.

### C. Directly tasking CAP

In those situations that are not covered in paragraph II.A. or II.B. above, ARC may request CAP support by directly contacting CAP National Headquarters. In these cases HQ CAP-USAF may issue a mission number to the CAP wing providing support. Missions issued by HQ CAP-USAF may not be reimbursed by the Air Force and therefore would be subject to the provisions of paragraph III. B. *Expenses Reimbursable* to CAP. CAP will provide ARC with an updated list of key contacts for mission execution.

## III. FUNDING AND LIABILITY

### A. Overview

The Air Force may reimburse CAP and its members for certain expenses under 10 U.S.C. 9441 for performing Air Force assigned missions under this Agreement. If, however, the Air Force does not provide reimbursement, the ARC will reimburse CAP and its members according to the provisions of paragraph III. B., *Expenses Reimbursable* to CAP set out below. CAP will furnish and maintain a current schedule of approved Air Force reimbursements to a designated ARC National Headquarters office.

This Agreement has been reviewed and approved by the Air Force Commander of CAP-USAF. Under the Air Force CAP Memorandum of Understanding, such approval confers Air Force assigned mission status on all CAP activities performed under this ARC Agreement. Air Force assigned mission status provides Federal Tort Claims Act (FTCA) coverage for all CAP members and Federal Employees Compensation Act (FECA) coverage for CAP senior members and cadets ages 18 and older.

CAP activities that are not specified in this Agreement must be approved by CAP National Headquarters, in conjunction with HQ CAP-USAF. It is expressly agreed that ARC will provide all necessary liability insurance for its own employees and

volunteers under its supervision, and control on any activity described in this Agreement. ARC will provide workers' compensation coverage as statutorily required for its employees in any activity called for under this agreement in which CAP is involved.

## **B. Expenses Reimbursable to CAP**

- (1) **Flight Operations.** Whenever CAP conducts flight operations for ARC under this Agreement that are not reimbursed by the Air Force, the ARC will reimburse CAP or its members according to the standard aircraft flying hour payment rates published in CAP Regulation 173-3, USAF payments for Civil Air Patrol support.
- (2) **Food and Lodging.** The ARC will reimburse CAP members for reasonable expenses and overnight lodging if mission requirements dictate. Total reimbursement for lodging and meals will not exceed \$75 per member per day. This amount may be adjusted for inflation by agreement between the parties and issuance of a written Amendment to this Agreement. On missions where ARC provides food and shelter for CAP members, ARC will not reimburse CAP members for overnight lodging and meals. Note: In order for CAP members to qualify for reimbursement from ARC for lodging and meals, the CAP wing must receive a written request from the ARC stating that CAP members must remain overnight to accomplish the mission.
- (3) **Vehicle Operations.** Whenever CAP performs vehicle transportation for ARC under this Agreement that is not reimbursed by the Air Force, the ARC will reimburse CAP or its members according to standard ARC allowances in effect at the time travel is performed.
- (4) **Communications Costs.** ARC will reimburse CAP or its members for all commercial communications expenses associated with the mission that are not reimbursed by the Air Force.
- (5) **Utilities.** ARC will reimburse CAP or its members for utility expenses above and beyond CAP's normal operating costs. This includes costs to operate auxiliary power generators.

## **C. Processing Claims for Reimbursement**

Requests for reimbursement by CAP or its members shall be submitted in accordance with CAPR 173-3, USAF Payments for Civil Air Patrol Support, using a CAP Form 108, CAP Payment/Reimbursement Document for Aviation/Automobile/Miscellaneous Expenses. Receipts are required for all expenses except flying hours. The wing liaison officer will check all forms/receipts for accuracy, consolidate all claims associated with the mission on ARC Form 102a, Field Voucher, and any other appropriate forms, and forward to the ARC unit that requested support. (The ARC Form 102a may be obtained from the local ARC unit). The ARC unit shall reimburse the CAP wing under the terms of this Agreement.

## **D. Maintaining Records**

The CAP wing and the ARC unit will maintain appropriate records of CAP mission activity. These records must reflect:

- (1) The purpose of the mission
- (2) The number and types of aircraft/vehicles used
- (3) The number of flights and flying hours and/or vehicle mileage
- (4) The number of CAP personnel man-days expended
- (5) The type and amount of reimbursements received or made

These records will be maintained for a minimum of two (2) years after expiration or termination of this Agreement and will be furnished to the ARC unit or National Headquarters or CAP National Headquarters upon request.

## **IV. SERVICES ARC CAN PROVIDE TO CAP**

When CAP is engaged in missions or operations for the ARC under this Agreement that make it appropriate, the ARC may provide the following within the capabilities of participating ARC units:

- A. Feeding and sheltering of CAP members engaged in such operations.
- B. Transportation by ARC vehicle(s) where needed and available

- C. ARC first aid assistance if support is available at the site.
- D. ARC Disaster Services may provide any necessary training of CAP volunteers or staff upon request. CAP will incur all necessary costs of such training. Upon successful completion of ARC training, ARC will provide, if necessary, appropriate identification for members of CAP to wear in any activities performed on behalf of ARC in accordance with this Agreement.

**V. DURATION OF AGREEMENT**

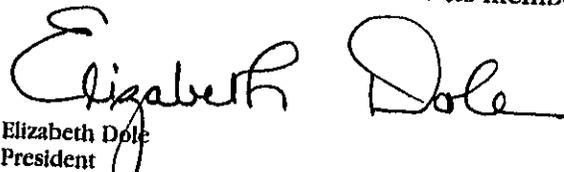
This Agreement shall be effective on the date entered above and will terminate five (5) years after effective date. Six months prior to termination, the parties shall meet to review the progress and success of the Agreement and determine whether the Agreement shall be extended for an additional five (5) years. In no event shall any extension of the Agreement be for a period exceeding (5) five years. This Agreement may be terminated at any time by written notification from either part to the other. Each party will provide a 60 day advance notice to the other.

**VI. MISCELLANEOUS**

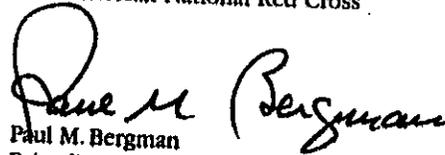
- A. The Agreement does not create a partnership nor a joint venture, and neither party has the authority to bind the other.
- B. This agreement supersedes all existing agreements between the National Headquarters of Civil Air Patrol and the National Headquarters of the American Red Cross, and any ARC Unit. Outstanding obligations made under any prior agreements will be honored according to the terms of that agreement.
- C. The use of the name and emblem of the ARC by CAP shall be allowed only in the case of particular projects undertaken pursuant to the prior express written consent of the ARC and when such projects are in conformity with ARC regulations.
- D. This Agreement constitutes the sole agreement between the parties hereto and no amendment,

modification or waiver of any of the terms and conditions hereto will be valid unless in writing and signed by both of the parties hereto. Local supplements are acceptable provided they do not invalidate or interfere with the provisions of the basic agreement, however, no unit of ARC other than its Disaster Services, National Headquarters may modify or activate Sections I.A., I.B., III.B. or III.D. of this Agreement. These sections may only be activated by ARC Disaster Services, National Headquarters.

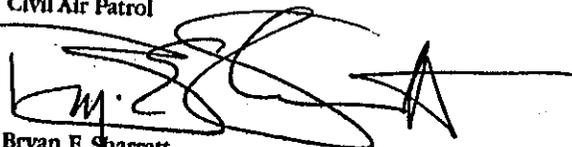
- E. The Civil Air Patrol recognizes that the American Red Cross is dependent primarily upon voluntary public financial support to carry out its programs. The Civil Air Patrol will be sympathetic with the position of the American Red Cross in conducting special appeals and campaigns for funds during times of disaster, and will help interpret the need for such to its membership.



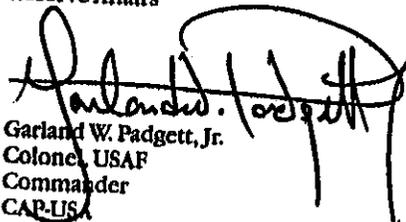
Elizabeth Dole  
President  
The American National Red Cross



Paul M. Bergman  
Brigadier General  
National Commander  
Civil Air Patrol



Bryan E. Sharratt  
Deputy Assistant Secretary of the Air Force  
Reserve Affairs



Garland W. Padgett, Jr.  
Colonel USAF  
Commander  
CAP-USA

**MEMORANDUM OF UNDERSTANDING**

By and between

**CIVIL AIR PATROL**

**THE NATIONAL WEATHER SERVICE**

and

**THE CIVIL AIR PATROL-  
UNITED STATES AIR FORCE**

**MEMORANDUM OF UNDERSTANDING**  
By and between  
**CIVIL AIR PATROL,**  
**THE NATIONAL WEATHER SERVICE and**  
**THE CIVIL AIR PATROL-UNITED STATES AIR FORCE**

**Article I. Purpose**

In order to employ the services of the Civil Air Patrol on behalf of the mission of the Office of the Federal Coordinator for Meteorological Services and Supporting Research, this Memorandum of Understanding (MOU) sets forth, defines, and establishes mutual agreements, understandings, and responsibilities by and between the Civil Air Patrol and the National Weather Service (NWS) in support of the Office of the Federal Coordinator for Meteorological Services and Supporting Research (OFCM) Working Group for Post-Storm Data Acquisition (WG/PSDA). The WG/PSDA supports the conduct of aerial post-storm survey flights by participating agencies in a non-redundant and cost-effective manner, while satisfying each participating agency's chartered mission obligations.

**Article II. Authorities**

1. The Civil Air Patrol is chartered under 36 USC 201 et. seq. and is a civilian auxiliary of the United States Air Force (USAF).
2. The United States Air Force is authorized under 10 U.S.C. 9441 to use the services of the CAP to fulfill its non-combat missions.
3. The National Weather Service uses the OFCM to coordinate and foster interagency working arrangements, and is authorized to enter this agreement under 15 U.S.C. 313 and 49 U.S.C. 44720.
4. The Office of the Federal Coordinator for Meteorological Services and Supporting Research was created pursuant to the Budget Act of 1964, P.L. 87-843 and coordinates the meteorological services and supporting research activities of the federal government.
5. The National Weather Service is authorized by the Economy Act, 31 U.S.C. 1535, to undertake the financial commitments herein described.

**Article III. Program**

The CAP will assist OFCM's WG/PSDA in the study of the effects of tornadoes, severe thunderstorms, hurricanes, flooding and other conditions related to hazardous weather.

The CAP shall provide volunteer personnel, equipment, and other resources to assist OFCM's WG/PSDA. At the request of the Federal Coordinator for Meteorology, or his/her designees<sup>1</sup>, the CAP may provide light aircraft, aircrews, and communications support that can accomplish a variety of operations. CAP capabilities include light aircraft transport of National Weather Service personnel, equipment and supplies; aerial reconnaissance/survey flights; and both airborne and fixed communications in support of scientific weather damage study operations (pre- and/or post- storm).

CAP support of OFCM is provided on an "as available" basis. First priority for use of CAP resources is always given to the United States Air Force. To the extent possible, CAP will provide requested airborne support to OFCM within six (6) hours of receipt of a request from an authorized OFCM authority.

#### **Article IV. Authorized Activity**

Officials of the OFCM participating agencies and other federal contracted employees, operating in the scope of their employment, are authorized to fly as passengers in CAP aircraft as required for the study of hazardous weather-related phenomena or resulting damages specified above and to attend coordination meetings necessary for the execution of the MOU. In order to provide flexibility and efficiency of operations, OFCM, HQ CAP/DO, and HQ CAP-USAF/XO shall prepare operational procedures for this MOU spelling out standard operating procedures. These parties are authorized to compile, execute and modify these procedures from time to time and in keeping with the terms of this MOU.

#### **Article V. Command and Control**

Command and control of CAP resources and personnel for missions conducted under this MOU remains with the CAP at all times. OFCM exercises general operational control by establishing mission requirements such as date(s)/time(s), locations, survey routes, payload and other mission support details or requirements. Either party may suspend or terminate a mission at any time for any reason, including judgment of unsafe conditions. All CAP operations shall be conducted in accordance with applicable CAP directives.

#### **Article VI. Reimbursement**

OFCM shall reimburse the CAP for expenses associated with missions flown under this MOU, provided such missions are performed on request of a duly authorized OFCM representative. The MOU operating procedures (referenced in Article IV above) will outline reimbursement procedures.

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<sup>1</sup> OFCM designees are: Federal Coordinator, Deputy Federal Coordinator, Chairman, WG/PSDA, Executive Secretary, WG/PSDA, Assistant Federal Coordinators for NOAA and DOD-USAF.

**Article VII. Liability and Workers Compensation**

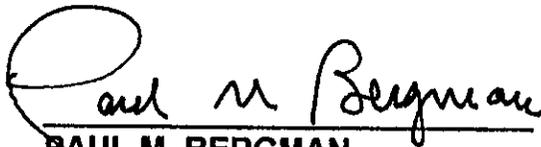
CAP operations in support of this MOU are Air Force-assigned missions during which CAP and its members are covered for liability by Federal Tort Claims Act (FTCA), and CAP members 18 and older (cadet or senior) are covered for workers compensation benefits by the Federal Employees Compensation Act (FECA).

**Article VIII. Effective Date**

This MOU shall be effective from the date it is signed by the parties. The MOU shall remain in effect for ten (10) years from its effective date unless terminated by any party to this MOU, and may be extended for additional ten-year periods with the approval of the parties. Any party to this agreement may terminate the MOU by sending a 60-day advance written notice to the other parties.

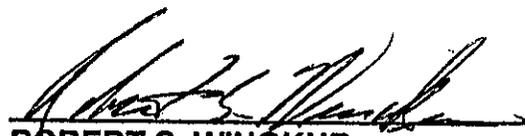
**SIGNATURES**

By:



**PAUL M. BERGMAN**  
Brigadier General, CAP  
National Commander

(date) 22 Aug 97



**ROBERT S. WINOKUR**  
Acting Assistant Administrator  
for Weather Services

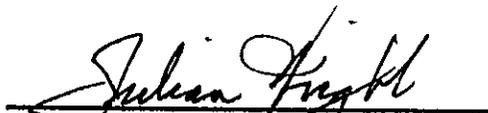
(date) 8/12/97

By:



**GARLAND W. PADGETT, JR.**  
Colonel, USAF  
Commander, CAP-USAF

(date) 21 Aug 97



**JULIAN M. WRIGHT, JR.**  
Federal Coordinator for Meteorology

(date) 8/11/97

**OPERATIONAL PROCEDURES FOR  
MEMORANDUM OF UNDERSTANDING BETWEEN  
CIVIL AIR PATROL,  
THE NATIONAL WEATHER SERVICE and  
THE CIVIL AIR PATROL-UNITED STATES AIR FORCE**

**1. Safety.** Pilots are responsible for their aircraft, crew, and passengers. The pilot will ensure that authorized passengers are instructed in the principles of aircraft safety.

**2. Training, Qualification, and Clearance.** As a minimum, CAP aircrews flying in support of the Office of the Federal Coordinator for Meteorological Services and Supporting Research (OFCM) shall be current and qualified as SAR/DR Mission Pilots or Mission Observer/Scanner (as applicable) in accordance with CAP Regulations 50-15 and 60-1.

**3. Mission Tasking.**

a. Requests for CAP mission support will be directed by the National Weather Service (NWS) through OFCM to HQ CAP/DO. HQ CAP/DO will provide OFCM with a current list of key HQ CAP/DO personnel to contact to initiate a mission. When CAP National Headquarters approves the activity, OFCM will be provided the mission number and the names and telephone numbers of the CAP aircrews who will be performing the mission. NWS is authorized direct coordination with CAP personnel who are identified by HQ CAP as primary support for the operation.

b. HQ CAP/DO will issue mission numbers to identify and track support requests. Mission numbers will be sequentially issued for each NWS tasking.

**4. Briefing CAP Aircrews.** NWS will provide a mission briefing for each support mission that includes mission purpose, chain of command, communications channels, operational limitations, safety, and debriefing.

**5. NWS Loan of Equipment:** NWS may, on occasion, provide CAP with equipment that is necessary to complete the mission. CAP shall have no pecuniary responsibility for the equipment but shall exercise reasonable care in maintaining custody. Upon termination of the mission the property shall be returned as directed by an OFCM representative.

**6. Reimbursement Procedures.**

a. CAP members performing under this agreement will submit authorized reimbursable expenses to their CAP wing liaison officer using a CAP Form 108. The LO in turn completes a SF 1034 and submits it to HQ CAP/FM in accordance with CAPR 173-3 procedures. HQ CAP/FM will pay the SF 1034 claim and seek reimbursement from OFCM as indicated in paragraph c below. Reimbursable expenses include aircraft and vehicle fuel and lubricants, prorata aircraft maintenance, and commercial communications costs and authorized overnight expenses as outlined in b. below. Aircraft flight time shall be reimbursed IAW the CAP Regulation 173-3 reimbursement schedule.

b. CAP flight operations in support of OFCM will be conducted by the CAP unit closest to the area of operations to the maximum extent possible. Should CAP personnel need to remain overnight (RON) in a mission location away from their home base, reasonable lodging and meal expenses and aircraft tie down fees shall be reimbursed by OFCM. In this case, the following procedures apply:

(1) An OFCM authorized person must provide written authorization for the CAP members and aircraft involved.

(2) The CAP members requesting RON reimbursement must provide adequate receipts for their lodging and meals.

(3) Such RON expense reimbursements for CAP members shall not exceed the daily rates allowed for the OFCM team members on the same mission.

c. HQ CAP/FM shall submit reimbursement requests to OFCM within 60 days of each specific mission's close-out. Submit such requests to:

Federal Coordinator for Meteorology, W/FC  
8455 Colesville Road, Suite 1500  
Silver Spring, MD 20910

OFCM shall process all claims by CAP for reimbursement and issue checks as appropriate within 45 days of receipt of the CAP requests.

  
Glen D. Atwell, Col, CAP  
HQ CAP/DO

  
Julian M. Wright, Jr.  
Federal Coordinator for Meteorology

  
John A. Salvador, Lt Col, USAF  
CAP-USAF/XO



# AGREEMENT

*between the*

**Civil Air Patrol**

*and*

**The Salvation Army**

*relating to*

## **PARTICIPATION IN DISASTER ASSISTANCE**

**4 December 1987**



**1. PURPOSE:** The purpose of this agreement is to define and establish procedures and practices for continued cooperation between The Salvation Army and the Civil Air Patrol in disaster and emergency situations other than those resulting from imminent or actual enemy action.

### **2. RESPONSIBILITIES:**

**A. THE SALVATION ARMY:** The Salvation Army was first chartered as a New York Corporation on May 12, 1899 (amended July 14, 1982):

*"For the spiritual, moral and physical reformation of the working classes; for the reclamation of the vicious, criminal, dissolute and degraded; for the visitation among the poor and lowly and the sick; for the preaching of the Gospel and dissemination of Christian truth by means of open-air and indoor meetings."*

The present charter in New York covers services throughout the nation. In pursuit of the purposes named above, and as an extension of that work, The Salvation Army from its inception has responded to emergency needs of every description.

The Salvation Army, in Public Law 93-288, is recognized as a participating agency in the dissemination of disaster relief.

The Salvation Army in the United States is a part of the international Salvation Army which responds to disasters in all parts of the world.

**B. CIVIL AIR PATROL:** By Act of Incorporation, Sections 201-203, Title 36 United States Code, P1 79476, the Civil Air Patrol (CAP) is chartered to:

1. Provide an organization to encourage and aid American citizens in the contribution of their efforts, services and resources in the development of aviation and in the maintenance of aerospace supremacy.
2. Encourage and develop, by example, the voluntary contribution of private citizens to the public welfare.
3. Provide aviation education and training, especially to its senior and cadet members.
4. Encourage and foster civil aviation in local communities.
5. Provide an organization of private citizens with adequate facilities to assist in meeting local and national emergencies.

**3. MISSION LIMITATIONS:** Activities conducted pursuant to this agreement are limited as follows:

1. CAP members providing assistance to The Salvation Army must comply with CAP directives.
2. CAP support is provided only "if available" as determined by the local CAP Unit Commander. Air Force directed missions have priority over other missions conducted in support of The Salvation Army.
3. Salvation Army representatives have authorized passenger status aboard CAP aircraft pursuant to a Salvation Army disaster relief mission but only upon the approval of the Salvation Army Divisional Commander and the CAP Wing Commander. Salvation Army representatives must complete a CAP Form 9 prior to the flight.
4. Any party to this agreement may suspend any mission in the event unsafe operational conditions exist.

**4. MISSION DEFINITIONS:**

1. A disaster is an occurrence such as hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, drought, blizzard, pestilence, famine, fire, explosion, volcanic eruption, building collapse, commercial transportation wreck, or other situation that causes human suffering or creates human needs that the victims cannot alleviate without assistance.

2. **Air Force Reimbursed Mission Activities:** In order to satisfy its noncombatant responsibilities for assisting in national and local emergencies, the Air Force, through its Air Force Rescue Coordination Center (AFRCC) or its Air Force Reserve Numbered Air Forces, requests the assistance of the Civil Air Patrol. Operational control of CAP resources is exercised by the requesting Air Force agency on these occasions. Whenever CAP is supporting the Air Force during a disaster, assistance to The Salvation Army may be directed by the controlling agency as a part of the mission. In this event, while on an Air Force reimbursed mission, reimbursement to CAP will be made by the USAF in accordance with AFR 46-5. No reimbursement will be made by The Salvation Army.

3. **Salvation Army Reimbursed Mission Activities:** The disaster may not be of such a nature or magnitude as to warrant Air Force reimbursed mission authorization to CAP. In such instances, Civil Air Patrol Wing and Unit Commanders are authorized to provide, on a voluntary basis, emergency services to any representative of The Salvation Army duly authorized by the Divisional Commander, who makes application for this service.

**5. MISSION COOPERATION:**

**A. CAP SUPPORT TO SALVATION ARMY:** On occasion, The Salvation Army will be required to furnish emergency transportation by air of such medical supplies, materials and Salvation Army representatives as may be necessary in carrying on official Salvation Army work. In addition to air transport, CAP assistance may include:

1. Communications in the form of both equipment and personnel to support Salvation Army relief operations.
2. Ground transport in the form of vehicles and drivers to be used in support of Salvation Army relief operations.
3. Manpower to work as volunteers in Salvation Army shelters, feeding units, supply operations, and so on.

**NOTE:** Cadets as well as other CAP personnel may be used in any of the above capabilities. The Salvation Army will provide the necessary pre-disaster training and operational supervision in cooperation with local CAP Unit Commanders or their designees.

**B. SALVATION ARMY SUPPORT TO CAP:** When CAP is engaged in search-and-rescue or disaster operations in remote or devastated areas, the CAP Mission Coordinator may request Salvation Army support in the following areas:

1. Feeding of CAP members engaged in such operations.
2. Use of Salvation Army disaster vehicles where needed and available.
3. Assistance with counseling, guidance and religious services as needed, within the capabilities of both organizations.
4. Other assistance to support Civil Air Patrol actions where emergency disasters occur, within the limits of both organizations.

**6. REIMBURSEMENT:** When an Air Force reimbursed mission is not authorized for CAP, the Salvation Army unit utilizing CAP services will reimburse CAP or its members for fuel, lubricants, and commercial communications costs expended on missions carried out on request of a duly authorized representative of The Salvation Army.

The Salvation Army unit utilizing the services of CAP will also render payment for aircraft maintenance pursuant to an Air Force schedule, which is attached and incorporated by reference into this agreement. This schedule is updated annually by the Air Force and may be changed from time to time. CAP will furnish The Salvation Army National Headquarters a copy of any change, to become effective upon receipt by The Salvation Army. Not more than sixty days following closing date of the mission, The Salvation Army representative will obtain from the pilot, driver, or Unit Commander a completed CAP Form 108 certifying reimbursement costs, which will be paid by The Salvation Army unit utilizing the services.

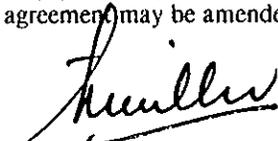
Salvation Army representatives requesting such reimbursable services from the Civil Air Patrol will have prior approval from their Divisional Headquarters before initiating such a request. Upon approval, a complete log will be kept by The Salvation Army representative, and this log will accompany the Civil Air Patrol final request for reimbursement to The Salvation Army unit initiating such action.

Salvation Army representatives requesting or using CAP aircraft service without Air Force mission authorization will forward to The Salvation Army and CAP National Headquarters/DO a report for each aircraft engaged in service. The report will include the following information:

1. Brief statement covering need for this service.
2. Type of aircraft and registration number.
3. Date of utilization.
4. The total hours flown by each aircraft.

5. The Salvation Army will pay to CAP, c/o of CAP National Headquarters/NA, an annual fee to assist in the premium for an aviation liability insurance policy maintained by CAP. The amount of The Salvation Army payment to CAP shall be as agreed each year between the parties and shall be payable by September 1 of each year. The fee for the initial year of this agreement is \$500.

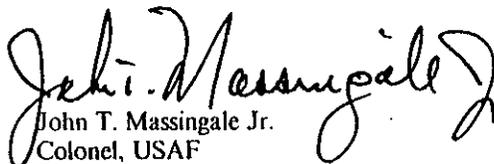
**7. EFFECTIVE DATE:** This agreement shall be effective from the date it has been executed by representatives of all parties. Any party may terminate this agreement upon presentation of a written notice to the other party. The provisions of this agreement may be amended at any time upon mutual agreement of the parties.



Andrew S. Miller  
National Commander  
The Salvation Army



E.E. Harwell  
Brigadier General, CAP  
National Commander  
Civil Air Patrol



John T. Massingale Jr.  
Colonel, USAF  
Executive Director  
Civil Air Patrol

Date: 4 December 1987

**THE ORGANIZATIONS:**

**A. THE SALVATION ARMY:** The National Commander of The Salvation Army in the United States is located at the National Headquarters, 799 Bloomfield Avenue, Verona, New Jersey 07044. The United States is administratively divided into four areas with a Territorial Headquarters located in each.

There are 38 Divisional Headquarters established under the Territorial Commanders and headed by Divisional Commanders. The divisions roughly correspond with the states, with a division in some instances covering more than one state. The Divisional Headquarters is responsible for organizing, directing and coordinating welfare and emergency functions in its assigned area. At the community level, corps, city commands, centers or service units are established. For disaster purposes, a zone or Area Director is designated by the Divisional Commander to be responsible for all emergency disaster operations in his geographical area.

There are approximately 1,100 corps community centers and more than 9,300 centers and service units throughout the United States.

**B. CIVIL AIR PATROL:** The Civil Air Patrol has a National Headquarters, CAP, located at Maxwell AFB, Alabama 36112-5572, eight geographical regions and 52 wings, with one wing in each state (and encompassing Puerto Rico and the District of Columbia). The 52 wings are composed of approximately 1,900 squadrons and groups at the local level.

A National Board, which consists of a National Commander, Vice Commander, Executive Director, National Finance Officer, National Legal Officer, eight Regional Commanders and 52 Wing Commanders, governs the organization.

The Executive Director is an Air Force officer with a staff of Air Force personnel at National Headquarters, CAP, at the eight CAP regions and at each CAP wing to advise and assist CAP in performing its mission.

# Veterans of Foreign Wars



## of the United States

### COOPERATION WITH NATIONAL AND STATE ORGANIZATIONS TO PROMOTE YOUTH, SAFETY AND PATRIOTIC PROGRAMS

WHEREAS, the Veterans of Foreign Wars throughout its 82 year history has developed and maintained an active interest in programs conducted for the betterment of the Community, State and Nation; and

WHEREAS, this interest has prompted our cooperation with other national and state organizations in youth, safety and patriotic programs which are in keeping with our own principles and objectives; and

WHEREAS, the relationship that we have maintained over the years with other national and state organizations has enabled us to develop, strengthen and expand many programs beneficial to the communities we serve and resulted in greater prestige for the Veterans of Foreign Wars; now, therefore

BE IT RESOLVED, by the 82nd National Convention of the Veterans of Foreign Wars of the United States, that we recognize this relationship and extend sincere appreciation to each of these organizations for their cooperation in the development and promotion of youth, safety and patriotic programs; and

BE IT FURTHER RESOLVED, that during the year ahead, we urge our Posts, County Councils, Districts and Departments to maintain and to strengthen their ties with the American Academy of Achievement, American Junior Bowling Congress, Athletic Institute, Boy Scouts of America, Boys' Clubs of America, Civil Air Patrol, 4-H Clubs, Freedoms Foundation, National Rifle Association of America, National Education Association, National and State Associations of Secondary School Principals, National and State Associations of Broadcasters, U.S. Army, Navy and Air Force ROTC and Recruiting Commands, and all other groups, associations and organizations of similar character and interests.

Unanimously adopted by the delegates to the 82nd National Convention of the Veterans of Foreign Wars of the United States meeting in Philadelphia, Pennsylvania, August 14-20, 1981.

--- LETTER OF AGREEMENT ---

1.- GENERAL

This document describes the agreement reached between U.S. Immigration and Naturalization Service and the Puerto Rico Wing (PRW) of the United States Air Force Auxiliary (Civil Air Patrol) for developing joint operations.

2.- PURPOSE:

Under this agreement the CAP-PRW will participate in air and ground operations in support of and when requested by a duly authorized representative of U.S. Immigration and Naturalization Service. Authorized requestors appear in Appendix C of this document.

3.- SCOPE:

A- Air Operations:

The CAP-PRW, will provide airlift services upon request by the authorized requestor of U.S. Immigration and Naturalization Service. These services shall include but are not restricted to the following:

I- Logistic Support Flights for:

- (a) Air Surveillance/Data Collection (air photography, etc).
- (b) Personnel airlift.
- (c) Materials airlift.

II- Law Enforcement Support Flights:

CAP-PRW is authorized to provide Law Enforcement Support Flights for Federal and State Government Agencies. The following guidelines shall be followed in providing this type of service:

(1) The assistance must be passive in nature (Ex: Surveillance or data gathering flights, etc.).

(2) CAP-PRW members may not be deputized and no weapons of any sort can be possessed or used by CAP members.

(3) CAP-PRW may not physically participate in arrest or detention procedures of any kind.

B- Ground Operations:

The CAP-PRW will provide personnel for participation in ground operations that does not involve a Direct Law Enforcement Activity.

4.- AREA COVERAGE:

The Geographical area covered under this agreement includes but is not restricted to the Caribbean Area. For international flights the U.S. Immigration and Naturalization Service will provide the required coordination with U. S. and foreign government agencies, as required for the specific mission.

5.- STANDARD OPERATING PROCEDURES:

A- Air Operations:

(1) Scheduling:

Scheduling information will be provided by the U.S. Immigration and Naturalization Service. As much lead time as possible shall be given as to ensure crew availability. The U.S. Immigration and Naturalization Service will contact any of the CAP-PRW officers listed in Appendix A of this document for the initial coordination of the operation requested.

(2) Service Order (Air Operations Only).

The U.S. Immigration and Naturalization Service will issue a service order to cover a given operation. However, shall a time-critical activity arise, the service order then will be issued as soon as practicable.

(3) Reimbursement:

The U.S. Immigration and Naturalization Service will reimburse CAP-PRW the operational expenses of the aircraft and incidental expenses incurred in any given operation. Aircraft Operation Expense is defined as the aircraft fuel consumption and the maintenance expenses pro-rated in an hourly basis of actual flight time. Incidental expenses are defined as those non-foreseeable expenses incurred by CAP-PRW or its members, which are considered necessary to perform a mission. (Ex: 1) Having to stay overnight outside San Juan. Hotel, fuel and communication expenses will be considered reimbursable. 2) Landing fee and 3) U. S. Customs overtime fees).

(4) Billing and Rates:

CAP-PRW will present invoices for the expenses incurred during the activity, on a case by case basis. A copy of the Service Order will be attached to each invoice. Block to Block Time will be used as the invoicing reference. For a list of aircraft capabilities and expense rates refer to Appendix B.

6.- CREW COMPOSITION:

Whenever possible a typical CAP flight crew will consist of an Aircraft Commander, First Officer (Co-Pilot) and any other necessary crew member.

7.- GROUND OPERATIONS:

Due to the broad scope of activities that may arise, coordination is seen necessary with as much lead time as possible and on a case by case basis.

8.- LIABILITY AND INSURANCE:

Each organization will provide adequate personnel insurance coverage for its members while participating in a joint activity. The Civil Air Patrol is considered a Federal Government instrumentality. As such its members are covered by the Federal Employee Compensation Act (FECA) while participating in authorized missions. CAP liability and personnel insurance are instituted at a National Headquarters level for the entire organization.

9.- RELEASE:

The U.S. Immigration and Naturalization Service acknowledges that the joint operations developed under this agreement, will be performed upon its own initiative, risk and responsibility.

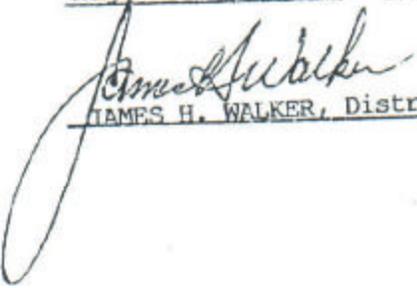
The U.S. Immigration and Naturalization Service releases and forever discharges the CIVIL AIR PATROL INC/UNITED STATES OF AMERICA, AND ALL ITS OFFICERS, AGENTS AND EMPLOYEES, acting officially or otherwise, from any and all claims, demands, actions on account of death or injury to any personnel of the U.S. Immigration and Naturalization Service and or on account of any property damage which may occur as a result of any action, including negligence, of CIVIL AIR PATROL INC/UNITED

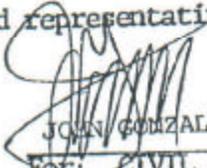
STATES OF AMERICA, while participating in the operations agreed under this document.

10.- THIRD PARTIES:

Participation in these joint operations will be restricted only to members of both organizations who are duly authorized by their respective superiors. In case the need arises for a third party (a non member of the organizations signing this agreement), to participate in these operations, the matter shall be attended on a case by case basis and the approval of the head officers of both organizations will be required. In case a third party is allowed to participate in any operation covered by this agreement, the U.S. Immigration and Naturalization Service will remain responsible for this third party, liability and insurance included, and the release clause included in this agreement, will apply to the third party..

11.- This document is signed in San Juan, Puerto Rico this 8th day of August 1985, by the authorized representative of each organization.

  
JAMES H. WALKER, District Director

  
JUAN GONZALEZ, COL. CAP  
For: CIVIL AIR PATROL/UNITED STATES AIR FORCE AUXILIARY



APPENDIX B  
CAP - PRV AIRCRAFT DATA

AIRCRAFT MODEL	TYPE	TOTAL NO. OF SEATS	ENDURANCE (FLT TIME)	APPROXIMATE RANGE NAUTICAL MILES	APPROXIMATE CRUISING SPEED	OPERATIONAL COST PER HOUR	SPECIAL FEATURES/REMARKS	OBSERVATIONS
C-172	SINGLE ENGINE HIGH WING	4	4 HRS.	400 N.M.	100 KTS.	\$35.00	GOOD OBSERVATION PLATFORM	DOOR REMOVAL AVAILABLE AIR PHOTOGRAPHY.
H-295D	SINGLE ENGINE HIGH WING	6	10 HRS.	1000 N.M.	130 KTS.	\$50.00	EXCELLENT OBSERVATION PLATFORM. SHORT TAKE OFF & LNDG CHARACTERISTICS	AIR AMBULANCE. VARIOUS CARGO & PASSENGERS CONFIGURATIONS AVAILABLE.
C-310	TWIN ENGINE LOW WING	5	7 HRS.	1000 N.M.	160 KTS.	\$130.00	FAST. EXCELLENT FOR PERSONNEL AIRLIFT OR RAPID DEPLOYMENT	
PA-23-250 (AZTEC)	TWIN ENGINE	6	8 HRS.	1100 N.M.	180 KTS.	\$140.00	SAFELY AS ABOVE	



**NATIONAL HEADQUARTERS  
CIVIL AIR PATROL  
UNITED STATES AIR FORCE AUXILIARY  
MAXWELL AIR FORCE BASE, ALABAMA 36112-6332**

Col. Stanley H. Leibowitz, CAP  
General Counsel  
Civil Air Patrol  
105 South Hansell Street  
Maxwell AFB, AL 36066-6332  
Telephone 334-264-7152  
Facsimile 334-265-4352

30 Oct 00

Drug Enforcement Administration  
Chief of Operations  
700 Army Navy Drive  
Arlington, VA 22202

HQ CAP-USAF  
Commander  
105 S. Hansell Street  
Maxwell AFB, AL 36112-6332

USDA Forest Service  
Chief  
1621 N. Kent St. Rm. 1015  
Arlington, VA 22209

HQ Civil Air Patrol  
National Commander  
105 S. Hansell Street  
Maxwell AFB, AL 36066-6332

Sirs:

I have been asked to interpret the Memorandum of Understanding Between the Drug Enforcement Administration, the U.S. Forest Service, The Civil Air Patrol, Inc., and the U.S. Air Force, effective June 25, 1999 (MOU), as it applies to the issuance of mission numbers for flights to be accomplished pursuant to the MOU. I have found the language of the MOU to be obfuscatory and contradictory on this issue and solicit your concurrence of an interpretation to be presented in this letter.

The relevant provisions of the MOU are:

C.1. CAP-USAF authorizes CAP to issue mission numbers to DEA for DEA and USFS use of CAP as appropriate.

E.3. HQ CAP/DOC will issue USAF mission numbers to DEA on an as needed basis. DEA must approve the use of CAP resources and assign the mission number before any mission is launched. These mission numbers, assigned by the DEA and USFS are for operational missions only.

H. All Federal Tort Claims Act (FTCA) claims arising out of mission for which CAP has issued mission numbers to DEA will be processed by DEA in accordance with its administrative claims procedures, while all FTCA claims arising out of missions for which CAP has issued mission numbers to USFS will be processed by USFS in accordance with its administrative claims procedures.

I propose that all parties interpret these three provisions as follows:

1. CAP-USAF authorizes CAP/DOC to issue a block of mission numbers to DEA for operational missions. CAP-USAF also authorizes CAP/DOC to issue a block of mission numbers to USFS for operational missions.

2. If DEA approves a specific mission, it will assign a unique mission number from the block of authorized mission numbers to the unit or individual performing the mission before the mission is launched. If USFS approves a specific mission, it will assign a unique mission number from the block of authorized mission numbers to the unit or individual performing the mission before the mission is launched.

3. All Federal Tort Claims Act (FTCA) claims arising out of missions for which CAP has issued mission numbers to DEA will be processed by DEA in accordance with its administrative claims procedures. All FTCA claims arising out of missions for which CAP has issued mission numbers to USFS will be processed by USFS in accordance with its administrative claims procedures.

If this interpretation of the above cited provisions is acceptable to your agency, please so indicate by signing and dating your concurrence below.

This letter is being issued in four counterparts. When all four have been returned I will forward all counterparts to be incorporated as an amendment to the MOU pursuant to paragraph M of the MOU.

Sincerely,

STANLEY H. LEIBOWITZ, Col., CAP

cc: HQ CAP-USAF/XO  
HQ CAP/DOX/DOC

The following agency concurs in the above interpretation of the cited provisions of the Memorandum of Understanding Between the Drug Enforcement Administration, the U.S. Forest Service, The Civil Air Patrol, Inc., and the U.S. Air Force, effective June 25, 1999 (MOU), as it applies to the issuance of mission numbers for flights to be accomplished pursuant to the MOU.

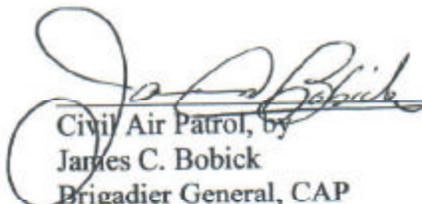
\_\_\_\_\_  
Civil Air Patrol, by Date  
James C. Bobick  
Brigadier General, CAP  
National Commander

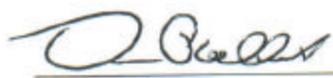
\_\_\_\_\_  
CAP-USAF, by Date  
Dennis B. Parkhurst  
Colonel, USAF  
Commander

\_\_\_\_\_  
Drug Enforcement Administration, by Date  
Richard A. Fiano,  
Chief of Operations

 12/8/2008  
\_\_\_\_\_  
USDA Forest Service, by Date  
Mike Dombeck  
Chief

The following agency concurs in the above interpretation of the cited provisions of the Memorandum of Understanding Between the Drug Enforcement Administration, the U.S. Forest Service, The Civil Air Patrol, Inc., and the U.S. Air Force, effective June 25, 1999 (MOU), as it applies to the issuance of mission numbers for flights to be accomplished pursuant to the MOU.

  
Civil Air Patrol, by \_\_\_\_\_ Date  
James C. Bobick  
Brigadier General, CAP  
National Commander

 *GHWCO*  
CAP-USAF, by \_\_\_\_\_ Date  
Dennis B. Parkhurst  
Colonel, USAF  
Commander

\_\_\_\_\_  
Drug Enforcement Administration, by \_\_\_\_\_ Date  
Richard A. Fiano,  
Chief of Operations

\_\_\_\_\_  
USDA Forest Service, by \_\_\_\_\_ Date  
Mike Dombeck  
Chief



## MEMORANDUM OF UNDERSTANDING

### BETWEEN THE

DRUG ENFORCEMENT ADMINISTRATION, THE U.S. FOREST SERVICE,  
THE CIVIL AIR PATROL, INC., AND THE U.S. AIR FORCE

#### A. Purpose:

The purpose of this Memorandum of Understanding (MOU) is to define and establish methods for cooperation between the Drug Enforcement Administration (DEA), the U.S. Forest Service (USFS), the Civil Air Patrol, Inc., (CAP), and the Civil Air Patrol- United States Air Force (CAP-USAF). This amendment replaces the original agreement signed 19 April 1989.

#### B. Authority:

The agencies are authorized to enter this Memorandum under 16 U.S.C. 559(b)-(g), 16 U.S.C. 551, and 10 U.S.C. 9441.

#### C. Mission Description:

CAP agrees to provide aircraft, aircrews, and other personnel for aerial missions to assist DEA/USFS in detecting illicit drug activities within National Forest System lands for USFS, and within the United States, its territories, and possessions for DEA, in accordance with 16 U.S.C. 559(b)-(g) and 16 U.S.C. 551.

1. Missions: All missions under this MOU are flown by CAP as noncombat missions of the Air Force during which CAP, for civil liability purposes, is deemed to be an instrumentality of the United States under 10 U.S.C. 9441. A mission number that invokes this instrumentality status must accompany each CAP mission in support of DEA/USAF. CAP-USAF authorizes CAP to issue mission numbers to DEA for DEA and USFS use of CAP as appropriate. The prohibitions against Air Force involvement in civil law enforcement activities are applicable to CAP members during the performance of missions contemplated under this memorandum.
2. Limitations: Missions performed under this MOU are limited as followed:

- (a) CAP's participation with DEA/USFS is restricted to aerial reconnaissance, transportation, and communications support.
- (b) CAP may engage in the reconnaissance of property but may not engage in the surveillance of persons.
- (c) CAP members may not be deputized and will not be armed while supporting this mission. CAP members may not participate in arrest or detention procedures, or search and seizure of evidence. CAP cadets and ground teams will not participate in any mission.
- (d) Federal agency personnel, and state and local law enforcement officials are authorized to fly aboard CAP aircraft in support of missions under this MOU in accordance with their agency regulations and policies.
- (e) Prior to engaging in operational missions under this MOU, CAP members must receive an orientation briefing on the nature and potential dangers of the mission and responsibilities and restrictions for carrying out the mission. Each member must sign a statement of understanding/nondisclosure as to the nature of such missions.
- (f) DEA/USFS reserves the right to screen and approve or disapprove CAP members who apply to engage in such missions. Rescreening may be required by DEA.
- (g) CAP support is provided only "if available" as determined by the local CAP wing commander. Actual emergency services and other Air Force missions have priority over missions flown pursuant to this MOU.

D. Command and Control:

Command and control of CAP resources remain within CAP at all times. Flight operations will be conducted in accordance with CAP directives. Any party to this MOU may suspend a mission in the event unsafe operational conditions exist.

E. Coordination:

1. Supporting CAP forces shall be identified/established with DEA.
2. The parties to this agreement will coordinate all matters pertaining to this agreement and matters affecting routine missions through the following points of contacts: HQ CAP-USAF/XO, Maxwell AFB, AL; DEA State and Local Programs Section, Enforcement and Investigations, Washington D.C.; HQ CAP/DOC, Maxwell AFB, AL, and Law Enforcement and Investigations, USFS, Washington D.C. Copies of all correspondence and reports will be furnished to all points of contact listed in this MOU.
3. HQ CAP/DOC will issue USAF mission numbers to DEA on an as needed basis. DEA must approve the use of CAP resources and assign the mission number before any mission is launched. These mission numbers, assigned by the DEA and USFS are for operational missions only. Training missions must be approved and issued by HQ CAP/DOC.

F. USFS:

When deemed in the public's interest, the appropriate USFS officials shall authorize CAP by a special use permit to place communications repeaters on USFS towers and other suitable locations and waive

commercial special use fees for these permits.

**G. Reimbursement:**

1. The service and equipment specified in the memorandum will be provided by the CAP under the sponsorship of the USFS. CAP members will be reimbursed in accordance with CAP Regulation 173-3. CAP shall be reimbursed with funds appropriated for CAP counterdrug missions for the following expenses in support of DEA/USFS missions:
  - (a) Fuel and oil (aviation and vehicle gas)
  - (b) Commercial communications expenses
  - (c) Aircraft Maintenance
  - (d) Per Diem and travel
  - (e) Administrative expenses
  - (f) Required mission equipment
2. If DEA/USFS request CAP support in fiscal years when Congress has not provided funds identified for CAP counterdrug missions, DEA/USFS agree to reimburse USAF for expenses listed in paragraph F. 1. above. In this event: (a) CAP will provide DEA/USFS with 60 days notice of the funding requirement; (b) DEA will confirm the USFS missions and forward those requests for reimbursement for those missions to USFS for payment. USFS personnel will execute form AD-672 to reimburse necessary expenditures as described above.

**H. Claims:**

All Federal Tort Claims Act (FTCA) claims arising out of mission for which CAP has issued mission numbers to DEA will be processed by DEA in accordance with its administrative claims procedures, while all FTCA claims arising out of missions for which CAP has issued mission numbers to USFS will be processed by USFS in accordance with its administrative claims procedures. All Federal Employees Compensation Act (FECA) claims by CAP members will be processed through HQ CAP-USAF/JA.

**I. Principal Contacts:**

USDA-Forest Service  
Director  
Law Enforcement and Investigations  
USDA Forest Service  
1621 N. Kent St. Rm. 1015  
Arlington, VA 22209  
(703)-235-3426

HQ CAP/DOP  
Chief, Counter Drug Plans  
2451 Eisenhower Ave, Suite 748  
Alexandria, VA 22331-0010  
(703) 325-7384

Drug Enforcement Administration  
DCESP Coordinator  
State and Local Programs  
700 Army Navy Drive  
Arlington, VA 22202  
(202)-307-8918

HQ CAP-USAF/XO  
Director of Operations, CAP-USAF  
105 S. Hansell street  
Maxwell AFB, AL 36112-6332  
(334)-953-7467

**J. Participation in Similar Activities:**

This Memorandum in no way restricts the USFS or the other cooperators from participating in similar

agreements or arrangements with other public or private agencies, organizations, and individuals as authorized by law.

**K. Restriction for Delegates:**

Pursuant to Section 22, Title 41, United States Code, no member of Congress shall be admitted to any share or part of this agreement, or any benefits that may arise therefrom.

**L. Non-Fund Obligor Document**

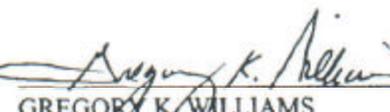
This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contact or agreement for training or other services must fully comply with all applicable requirements for competition.

**M. Effective Date and Termination Procedures:**

This revised MOU shall be effective from the date it has been signed by representatives of all parties. Any party may terminate this MOU by providing a written notice 60 days in advance to the other parties. The provisions of this MOU may be amended at any time upon mutual agreement of the parties.

  
\_\_\_\_\_  
JAMES C. BOBICK  
Brigadier General, CAP  
National Commander

Date

  
\_\_\_\_\_  
GREGORY K. WILLIAMS  
Chief of Operations  
Drug Enforcement Administration

Date

  
\_\_\_\_\_  
DENNIS B. PARKHURST  
Colonel, USAF  
Commander, CAP-USAF

Date

  
\_\_\_\_\_  
MIKE DOMBECK  
Chief  
USDA Forest Service

Date



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CIVIL AIR PATROL  
AND THE MANAGER,  
NATIONAL COMMUNICATIONS SYSTEM**



## MEMORANDUM OF UNDERSTANDING

### INTRODUCTION

The National Communications System (NCS), a confederation of Federal government organizations, and Civil Air Patrol (CAP), representing CAP's national communications network, have cooperated in a series of national level communications exercises. These have demonstrated the capability of CAP radio operators (fixed and mobile stations) to respond to simulated emergencies when normal communications are disrupted. These tests confirm that Civil Air Patrol is a valuable national resource whose communications capabilities should be utilized, further developed and exercised to improve our national security emergency preparedness (NSEP) posture.

### I. PURPOSE

The purpose of this agreement is to establish a broad framework of cooperation and a close working relationship between the Manager, NCS, and CAP for crisis or emergency communications functions. It is intended through joint coordination and exercise of the resources of both organizations to enhance the nation-wide posture of telecommunications readiness for any conceivable crisis or emergency.

## II. RESPONSIBILITIES

CAP was established on December 1, 1941, as an emergency action to make civil aviation pilots and aircraft available for national defense. Following its wartime service, CAP was chartered by the 79th Congress on July 1, 1946, as a volunteer, nonprofit corporation. On May 26, 1948, the 80th Congress passed Public Law 557 which granted CAP status as the civilian auxiliary of the Air Force. The law authorized the Secretary of the Air Force to provide certain limited support to the fulfillment of CAP objectives and to use the services of CAP in carrying out the noncombatant mission of the Air Force. These objectives include search and rescue, emergency services, disaster relief and aerospace education. This Memorandum of Understanding provides for CAP to assist the NCS in support of national security emergency preparedness telecommunications requirements as outlined in Executive Order 12472, "Assignment of National Security and Emergency Preparedness Telecommunications Functions," April 3, 1984.

The NCS is a confederation of Federal organizations established by Executive Order 12472. The mission of the NCS is to assist the President, the National Security Council, the Office of Science and Technology Policy, and the Office of Management and Budget in:

- The exercise of their wartime and non-wartime emergency functions and their planning and oversight responsibilities.

In addition to other responsibilities assigned by Executive Order 12472, the Manager, NCS, develops plans, standards and procedures for the management of Federally-owned and leased telecommunications assets during disasters and emergencies declared under the Disaster Relief Act of 1974 (Public Law 93-288). The Manager, NCS, also administers a joint Restoration Priority system with the Federal Communications Commission (FCC) to ensure that all available telecommunications resources are used to meet the most critical requirements under emergency conditions. The NCS is also given primary responsibility for ensuring the implementation of National Security Decision Directive 97, National Security Telecommunications Policy, under the direction and guidance of the Executive Office of the President.

### III. RECOGNITION

The Manager, NCS, recognizes that CAP, because of its extensive communications resources, can be of valuable assistance in providing or restoring critical communications of the Federal government under conditions of crisis or emergency when normal lines of communication are disrupted.

CAP recognizes that the mission of the NCS is to assist in coordinating the provisioning or restoration of the NSEP telecommunications needs of the Federal government under all circumstances. CAP further recognizes that because more than 95 percent of the Federal government's communications are provided by commercial carriers, crisis or emergency situations which affect such carriers may create a national requirement for assistance in the transmission of critical messages or in the restoration of Federal government communications.

#### IV. PRINCIPLES OF COOPERATION

So that communications facilities of CAP may be coordinated and utilized to the fullest advantage under conditions of crisis or emergency, and to the extent permitted or required by law and regulation, Civil Air Patrol and the Manager, National Communications System, have agreed that each will:

1. Encourage, through channels to its field units, on-going liaison with the other, urging its staff to create and maintain adequate communication and effective relationships at all levels.
2. Participate in cooperative pre-emergency planning, exercise and training programs.

3. Cooperate, in times of crisis or emergency, to meet the needs of the government and of the agencies and organizations attempting to initiate or restore communications.
4. Make its facilities, resources and capabilities accessible to the other in accordance with established plans and procedures.
5. Work through its own lines of authority and respect the lines of authority of the other.
6. Distribute copies of this agreement through channels to its own field units, and to other organizations, both public and private, which may have an active interest in emergency restoration of government telecommunications.

#### V. IMPLEMENTATION

This memorandum shall take effect upon its signing by authorized representatives of CAP and the Manager, NCS. This memorandum may be amended by mutual agreement of both parties and will remain in effect until terminated. CAP and the Manager, NCS, will periodically review

this agreement and coordinate such revisions as may be necessary. Upon 90 days written notice, this memorandum may be terminated by either party.

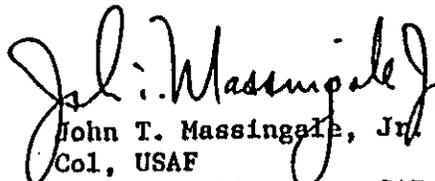
Date: 6 January 1986



Winston D. Powers  
Lieutenant General, USAF  
Manager, National Communications System



William B. Cass  
Brigadier General, CAP  
National Commander



John T. Massingale, Jr.  
Col, USAF  
Executive Director, CAP

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CIVIL AIR PATROL AND THE U.S. AIR FORCE  
AND  
NATIONAL TRANSPORTATION SAFETY BOARD**

**A. PURPOSE**

1. This agreement is to establish a basis of understanding for the investigation by the National Transportation Safety Board (NTSB), the U.S. AIR FORCE, and the Civil Air Patrol, Inc. (CAP) concerning the investigation of public aircraft accidents involving CAP while serving on an Air Force assigned mission number in accordance with the USAF/CAP Memorandum of Understanding and all other CAP corporate general aviation accidents.

**B. SCOPE**

This agreement includes, but is not limited to, those accidents involving serious or fatal injuries operating as civil aircraft and all accidents involving CAP aircraft operating in a public function.

**C. AUTHORITY**

Investigation of aircraft accidents involving public aircraft operated under jurisdiction of the CAP shall be conducted pursuant to the authority granted to the NTSB by the Independent Safety Board Act of 1974, and the Federal Aviation Act of 1958.

**D. IMPLEMENTATION**

1. Upon notification and when requested by the Air Force or Civil Air Patrol, Inc., the NTSB agrees to investigate aircraft accidents involving CAP aircraft. Depending upon the category of the mission, both the Air Force and CAP have the right to representation to any investigation conducted under the provisions of this MOU. Technical coordination and execution of aircraft investigations by the NTSB within these provisions will be provided by the NTSB Accident Investigator in Charge (IIC) assisted by the designated CAP representative (usually designated by the local Wing Commander) and the Air Force representative (designated by the HQ CAP-USAF Commander).

2. After being notified of an aircraft accident involving serious or fatal injuries or substantial property damage in accordance with the procedures outlined in CAP Regulation 62-2, MISHAP REPORTING AND INVESTIGATION (para. 4), the CAP National Administrator (or the National Corporate Legal Counsel) and the Commander, HQ CAP-USAF (or his designated representative) will determine which accidents will be investigated by the NTSB. They will request the CAP National Safety Officer to notify the Office of Aviation Safety or the designated NTSB field office at the earliest time possible.

3. The Civil Air Patrol Agrees to:

a. Notify the Office of Aviation Safety or designated NTSB field office at earliest time possible after an aircraft accident which is to be investigated by the NTSB. As noted above, the CAP National Safety Officer (SE) may request the local Wing Commander to notify the office of Aviation Safety or designated NTSB field office for CAP National Headquarters.

b. Facilitate the conduct of the Board's investigation, as appropriate, or as requested by the NTSB Investigator in Charge (IIC).

c. Designate a specific point of contact for coordination and provide a representative to participate as a party to the investigation, as appropriate. (This may be in addition to the HQ CAP-USAF Safety Officer.)

d. During the Board's investigations, conform to Board policies and procedures relative to accident investigation and release of information to the public.

4. HQ CAP-USAF as the designated USAF representative agrees to:

a. Designate a point of contact for coordination and provide a representative (normally the HQ CAP-USAF Director of Safety) to participate as a party to all investigations under this agreement.

b. Serve as a point of contact, through HQ CAP-USAF/LG, for coordinating all expenditures for wreckage removal, storage and security or special tests deemed necessary by the IIC for complete accident investigation.

5. The NTSB agrees to:

a. Conduct aircraft accident investigations in accordance with this MOU when requested by the Civil Air Patrol, Inc., or HQ CAP-USAF.

b. Appoint an Investigator in Charge (IIC) to provide overall management of the investigation.

c. Provide technical personnel, facilities, and administrative and laboratory support, as necessary, to support investigations.

d. Conduct investigations in accordance with standard Board procedures, except where otherwise stipulated in this MOU.

e. Accept the suitably qualified designated agent(s) of CAP and/or HQ CAP-USAF as party representative(s), as appropriate.

f. Issue a Preliminary Investigations Report (NTSB Form 6120.19A) to the CAP and HQ CAP-USAF as soon as possible after field investigation of each accident has been completed.

g. Issue in accordance with standard procedures, a complete aircraft accident report (factual and probable cause) including sequence of events, to the CAP and HQ CAP-USAF which will be made available to the public through the NTSB established procedures.

h. Provide the CAP and HQ CAP-USAF copies of all pertinent documents and photographs collected during the accident investigation.

i. Informally brief the CAP and HQ CAP-USAF point of contact on all pertinent findings as soon they become available.

6. It is mutually agreed and understood by and among the undersigned parties that:

a. Nothing in this agreement shall be construed as obligating the USAF or CAP to expend funds in excess of appropriations authorized by law and administratively available for the purpose of this MOU.

b. This MOU will be effective from the date of execution by the undersigned representatives, and will remain in force until terminated by mutual agreement, or by one party upon 90 days written notice to the others.

10-5-92

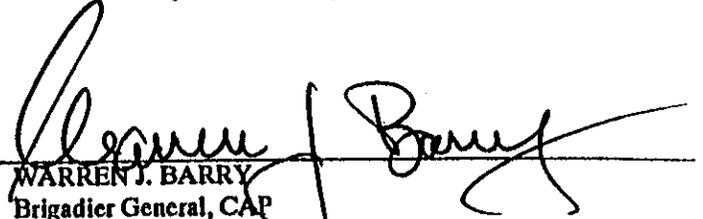
DATE



CARL W. VOGT  
Chairman  
National Transportation Safety Board

13 Oct 92

DATE



WARREN J. BARRY  
Brigadier General, CAP  
National Commander, Civil Air Patrol

13 Oct 92

DATE



MICHAEL P. REARDON  
Deputy Assistant Secretary of the Air Force  
(Reserve Affairs)

# MEMORANDUM OF UNDERSTANDING

between

**THE CIVIL AIR PATROL**

and

**THE DEPARTMENT OF THE INTERIOR**

## **Article I. Purpose**

This Memorandum of Understanding (MOU) prescribes the procedures and guidelines for cooperation and support between the Department of the Interior (DOI) and the Civil Air Patrol.

## **Article II. Definitions**

This support Agreement is entered into by the Civil Air Patrol, pursuant to authority contained in 36 USC 201-208. The Department of the Interior enters into this Agreement under 43 U.S.C. Section 1733, authorizing the Secretary of the Interior to enforce federal laws and regulations relating to the public land or resources. The term Department of the Interior (DOI) encompasses all subordinate bureaus, services, and offices to include the Bureau of Land Management, National Park Service, Bureau of Indian Affairs, Fish and Wildlife Service, Bureau of Reclamation, Bureau of Mines, Office of Surface Mining, United States Geological Survey, Minerals Management Service, and the Office of the Secretary.

The term bureau includes any major component of the Department of the Interior such as National Park Service, Fish and Wildlife Service, Bureau of Land Management, United States Geological Survey, Bureau of Indian Affairs, etc.

The term Civil Air Patrol (CAP) refers to the Civil Air Patrol, Inc. The Civil Air Patrol, Inc. is a federally chartered corporation under Title 36 U.S.C. Sections 201-208 and a volunteer civilian auxiliary of the United States Air Force.

### **Article III. Program**

The Department of the Interior manages 506 million acres, approximately 69 percent of the Federal lands in the United States, and it is within the context of this responsibility that natural and cultural resource management activities are conducted with other agencies and organizations to effect economies, maximize effectiveness, and promote the efficient administration of public lands. Such actions are compatible with mandated and discretionary authorities provided by executive decision and Congressional authorizations.

Due to the roadless expanse of the public lands, aerial surveillance and aircraft support are primary tools in the management and administration of Federal lands.

The CAP agrees to provide aircraft and aircrews to assist DOI bureaus by participating in reconnaissance/observation flights on a mutually agreed flight track over lands managed by the DOI bureaus. All CAP missions will be flown as CAP operational missions in accordance with CAP directives.

### **Article IV. Procedures**

1. Notice of intended missions will be forwarded by the requesting agency to the CAP as far in advance as possible, but not less than 24 hours prior to the requested activity. CAP support to a DOI bureau is provided on an "as available" basis. Emergency missions have priority over DOI requested missions, pursuant to this Agreement.

2. Command and control of CAP resources remain within the CAP at all times. Any party to this Agreement may suspend a mission in the event unsafe operational conditions exist.

3. A DOI Bureau Manager with operational requesting authority who has the authority to commit agency resources will issue a mission number for each flight. This assignment of the mission number to the CAP commits the Bureau to reimbursement for expenses as stipulated in Article VI.

4. CAP operations in support of this MOU are Air Force-assigned missions, but not Air Force reimbursable. For purposes of the CAP, such missions shall be released under mission symbol "B7" and use "AF-7" as the mission number in accordance with CAP Regulation 60-1.

5. The CAP shall provide the DOI Bureau a detailed mission report containing their observations and total flying time within 24 hours of completion of mission.

## **Article V. Limitations**

1. DOI Bureau employees shall not fly in CAP aircraft under this agreement.
2. CAP assistance is restricted to reconnaissance/observation flight. CAP ground teams shall not participate in this mission.
3. Except for enroute flights to and from the operating area, missions will be flown in daylight, visual meteorological conditions (VMC) only.
4. Providing higher minimum altitudes are not specified by the Federal Aviation Administration, flights over designated wilderness areas will not be below an altitude of 2,000 feet above the land (AGL) unless authorized by the manager having land management responsibility, but in no case below 500 feet AGL.
5. As a minimum, CAP aircrews flying in support of DOI shall be current and qualified as a SAR/DR mission Pilot or Observer/Scanner (as applicable) in accordance with CAP regulations 55-1 and 60-1.
6. All DOI bureau support missions will be flown in CAP corporate aircraft.
7. Because of the Air Force-assigned mission status, Posse Comitatus statutes apply.
  - (a) The CAP may engage in the reconnaissance of property, but may not engage in the surveillance of persons.
  - (b) CAP members may not be deputized and shall not be armed while supporting missions.
  - (c) CAP members may not physically participate in arrest or detention procedures, or search and seizure of evidence.
8. During the time the CAP is performing an Air Force assigned mission under this MOU, CAP and its members are covered for liability by the Federal Tort Claims Act (FTCA) and CAP members 18 years and older are covered by the Federal Employees Compensation Act (FECA).

## **Article VI. Reimbursement**

The DOI Bureau Manager requesting CAP services and the authorized CAP wing representative (with the concurrence of the responsible Wing/Region Commander) will mutually agree on rates for each flight hour. The request will be made in writing prior to the date the mission is flown. The written request will specify the rate at which the DOI bureau will be charged.

Reimbursement for the use of CAP aircraft will be accomplished utilizing Form OAS-23, Aircraft Use Report, and payment procedures prescribed by the Department of the Interior's Office of Aircraft Services. Instructions for proper completion of Form(s) OAS-23 are contained in the OAS-23 booklet. A copy of the written request citing the mutually agreed-on charge rate and the original Form(s) OAS-23 shall be submitted at the completion of service to:

Office of Aircraft Services  
P. O. Box 15428  
Boise, ID 83715-5428

**Article VII. Amendment, Agreement Period, and Termination**

This Memorandum of Understanding shall become effective upon the signature of all involved parties and remains in effect until terminated. Any party may terminate this Agreement upon presentation of a written notice to the other party. The provisions of this MOU may be amended at any time upon mutual agreement of both parties. Any party to this Agreement may terminate the MOU by sending a 60-day advance written notice to the other parties.

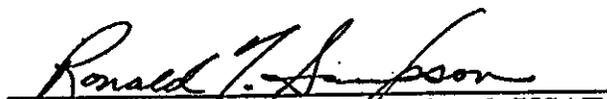
SIGNATURES

  
WARREN J. BARRY, Brig Gen, CAP  
National HQ CAP, Commander

(date) 11-22-92

  
ROBERT L. PETERSON, Director  
Department of the Interior  
Office of Aircraft Services

(date) 11-16-92

  
RONALD T. SAMPSON, Colonel, USAF  
HQ CAP-USAF, Commander  
Maxwell AFB, AL 36112-5572

(date) 11-22-92

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, made and entered into on this first day of August, 1994, by and between

Civilian Volunteer Auxiliary of the USAF  
Civil Air Patrol  
Maxwell Air Force Base, AL 36113

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(hereinafter "CAP"); and ARNAV Systems, Inc., with offices at 16929 Meridian East, Puyallup, Washington, United States of America (hereinafter "ARNAV"); and CAP and ARNAV being individually referred to as "PARTY" and jointly referred to as the "PARTIES".

### WITNESSETH:

WHEREAS, CAP is an established entity whose mission is safety of flight, search and rescue, and flight support of other government agencies; and

WHEREAS, ARNAV is an established company engaged in the manufacture of aircraft flight following systems, datalink systems, and product support services for aircraft flight following systems; and

WHEREAS, the PARTIES have made investments in the development of infrastructure to support their respective missions;

WHEREAS, the PARTIES, after considering their own unique and complementary backgrounds and capabilities in various elements, intend to demonstrate a datalink concept, WxLink, that will enhance General Aviation safety and provide flight following for CAP missions, investigate the feasibility of a cooperative effort in obtaining a national network of datalink communication;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, CAP and ARNAV hereby agree as follows:

#### 1. PURPOSE OF THE MOU

The purpose of the Memorandum of Understanding (MOU) is to set forth the basis for discussions and cooperation between the PARTIES involving the

evaluation of each other's technical capabilities, and to discover possible relationships regarding safety of flight issues that can be addressed through digital data communications made possible by WxLink.

### Background:

WxLink is a two way datalink that up-links weather products to the aircraft, and down-links automatic pilot reports (PIREPS) of weather conditions aloft from the aircraft. These PIREPS are subsequently retransmitted via satellite back into the National Weather System for further dissemination to other weather users.

The current system of accepting and transmitting pilot reports (PIREPS) leave much to be desired. Accurate and significant PIREPS often are not submitted when they are most needed by other aircraft because the pilot is coping with the adverse weather and is too busy to take the time necessary to make a PIREP. In addition, good weather conditions are often not reported, leaving other pilots unaware of areas of improving weather, further contributing to the \$1.7 Billion in delay costs.

At any given time, there are up to 58,000 aircraft airborne. This fleet of aircraft could provide a vast network of airborne weather sensors for the collection and dissemination of accurate real-time three dimensional weather information to other aircraft, Air Traffic Control Centers, and weather forecasting facilities. This network of reporting sites will greatly increase the number of weather collection sites, thus greatly improving weather prediction for all users of weather products.

The National Airspace System is utilized by a wide range of users with different operating needs. Users range from air carriers engaged in domestic and international air transport, to air taxis and commuters, to military pilots flying missions for National Defense, to General Aviation (GA) pilots. These operations involve all phases of flight: departure/climb-out, en-route, oceanic, and approach to landing. As we move to the future with ever increasing demand on the National Airspace System, there is an even greater need to increase system capacity, reduce delays, improve flight efficiency, reduce Air Traffic Controllers workload, and increase safety.

Weather is, and will continue to be, a critical factor in aircraft operations. It is the single largest contributor to delays and a major factor in aircraft accidents and incidents. In 1990, twenty-seven percent (27%) of general aviation and thirty-three percent (33%) of air carrier accidents were weather related. Forty-one percent (41%) of the delay time was weather related, with an associated delay cost of \$1.7 Billion.

A study by Ohio State University for NASA reports that a principle difficulty pilots experience in making good decisions is the timeliness of weather data dissemination. Word of mouth reporting transmitted over congested radio channels is inefficient and sometimes impossible when critical weather is present and a great number of pilots are

working the radio. Obtaining current and accurate weather information is vital for safe flight operations.

#### **Current Services:**

The National Weather Service (NWS), along with the National Oceanic and Atmospheric Administration (NOAA), are the primary agencies responsible for collection of weather data in four general categories, namely, surface observations, upper air observations, weather radar, and weather satellite.

#### **Surface and upper air observations:**

The NWS operates a wide variety of stations and observation systems to provide weather products. Surface weather conditions are observed and reported at over 1,000 land stations nationwide. Upper air data is generally obtained from rawinsonde balloon soundings taken at 94 NWS locations twice per day. Additional data on both upper air and surface observations are collected via Pilot Reporting (PIREP's) from pilots via the FAA's aviation weather system. These PIREPS may provide information on winds and temperatures aloft, and frequently are the only source of information on aviation hazards such as turbulence and icing.

#### **Weather Radar:**

Conventional weather radar observations are taken at 128 National Weather Service locations. Fifty-six of these are network radar sites operated on a continuous basis. The remainder are local warning radar operated as needed to detect potentially severe weather. Radar coverage in the western United States is principally obtained by extracting weather information from the air traffic control (ATC) radar operated by the FAA.

#### **Satellite systems:**

Non-Military weather satellite systems are operated by the National Environmental Satellite, Data, and Information Services (NESDIS). The satellites currently provide visible and infrared (IR) images of weather conditions over a major portion of the Western Hemisphere, updated every 30 minutes. Polar satellites provide capability to monitor volcanic ash plumes and weather coverage at high latitudes. In addition, NESDIS also receives and redistributes data from the European and Japanese geosynchronous weather satellites.

#### **Opportunities for Improvements:**

The National Weather Service and the Federal Aviation Administration have embarked on a \$4 Billion capitalization program to enhance weather sensors and processors designed to improve national weather services. Considerable progress is expected for collection and dissemination of weather products as new systems come on-line. These systems include Automated Weather Observing System/Automated Surface Observation System (AWOS/ASOS), Next Generation Weather Radar (NEXRAD),

Terminal Doppler Weather Radar (TDWR), and the Geostationary Observational Environmental Satellite (GEOS).

AWOS/ASOS Data Acquisition System (ADAS) will include 537 systems with options for 226 additional stations. ADAS will function primarily as a message concentrator collecting messages from AWOS and ASOS equipment located at controlled and non-controlled airports. ADAS has the ability to distribute up to the minute weather data, so pilots have the data they need in a timely fashion.

With an increased capacity to collect weather products, we must now address the problem of delivery of these products to where they are needed most, in the cockpit. This is the driving need behind WxLink.

#### User Benefits:

The WxLink system will greatly enhance safety in the cockpit, and decrease costly delays due to non-timely weather reporting. It offers more capability than weather radar or lightning strike detection. Pilots who do not have the onboard equipment will also receive great benefit through Flight Service Stations (FSS) or ATO's enhanced weather awareness.

Considerable expansion has been designed into the WxLink system. As new technologies and sensors emerge, they can be incorporated into WxLink. Two areas of sensor technology that will become available into the WxLink are turbulence detection and ice accretion rate. New modes of data-link can be melded into the architecture of WxLink with ease.

#### National Weather Service Benefits:

The National Aviation Weather Program Plan (NAWPP) has identified 99 current unmet needs in order to realize a fully capable aviation weather system. WxLink provides possible solutions for 99 of these unmet needs, at no additional cost to government. In addition, other government agencies could now have access to a vast body of real-time weather products as they are transmitted from the airborne platforms. These other agencies include:

#### Federal Aviation Administration:

The FAA has historically been a provider of aviation weather services rather than a producer. The FAA's principle role has been in the dissemination of products and services to the aviation community. With the implementation of WxLink and the AFR system, the FAA will increasingly become a generator of weather products. This is particularly relevant in the terminal area where time-critical response to short-lived hazards is imperative. Improving direct access to inflight weather will have a significant positive impact on safety and pilot efficiency, reducing the amount

of weather information that ATC had to relay to pilots, thus freeing their time for important tasks of controlling aircraft.

**National Aeronautic and Space Administration:**

NASA is exclusively an end user of aviation weather information. NASA's aviation activities include Space Shuttle ferry operations, astronaut training flights, testing of prototype aircraft, airborne collection of space, atmospheric, and earth surface data to support scientific research, and routine flights between NASA facilities.

**Department of Agriculture:**

Aviation activities include wild land fire suppression, insect and disease surveys, animal damage control, law enforcement actions, aerial applications, and sterile insect release. Real time weather condition reporting will increase their ability to perform these functions.

**Coast Guard:**

The Coast Guard's aviation activities include maritime search and rescue, provisioning of maritime navigation aids, coastal patrol, and drug trafficking interdiction.

**Department of Defense (Army, Air Force, Navy, Marines):**

The DOD flies thousands of sorties in training, troop transportation, materiel disbursement, and weapons platforms. These missions are flown around the clock in all weather conditions. Enhancing the weather picture enhances the chances for success of these missions, and indeed, provide for a better preparedness in our country's defense.

**NOAA:**

The National Oceanic and Atmospheric Administration (NOAA) future aviation services include the Forecast Systems Laboratory Aviation Gridded Forecast System (AGFS). The AGFS will provide high resolution, high frequency analysis of weather conditions, including cloud cover, winds, and weather reflectivity. This system depends upon a large number of data samples, which will be provided by the increased number of PIREPs from the WxLink system. The AGFS will support quality improvements for terminal forecast, en-route forecasts, and nowcasts.

**National Meteorological Centers:**

The addition of thousands of Automatic Pilot Reports will greatly enhance the National Meteorological Centers (NMC) ability to produce numerical grid winds aloft and temperature aloft forecasts.

## **2. RELATIONSHIP OF THE PARTIES**

- 2.1 This MOU is not intended to and does not constitute a joint venture, partnership or other formal business organization. Each PARTY hereto shall not, except as specifically authorized and provided herein, act as an agent for the other PARTY for any purpose whatsoever and no PARTY shall have the authority to bind the other or make any commitment or incur any expenses for or in the name of the other PARTY except to the extent bound herein.
- 2.2 The PARTIES understand and intend, notwithstanding any provisions to the contrary, that this document identifies the current goals of the PARTIES regarding each PARTY's participation in the Program(s) contemplated herein and does not obligate either PARTY to perform any effort hereunder, or enter into any subsequent agreements, except as provided for and agreed upon in the Specific Program Sub-Agreements to this MOU.
- 2.3 If the PARTIES decide to establish a relationship for a specific program, a separate Specific Program Sub-Agreement to this MOU will be negotiated and mutually agreed to utilizing the following guidelines:
- a. Each PARTY is responsible for its own non-recurring development costs to include changes and product improvements and support of its product.
  - b. Each PARTY will support the other in technical briefings to participating aircraft.
  - c. The PARTIES will share technical information as required for systems integration and certification.

## **3. PROGRAM AMENDMENT PROCESS**

- 3.1 When either PARTY identifies a suitable opportunity for a State Program, it will inform the other PARTY of the possible contacts to enact the requirements of the program.
- 3.2 Each PARTY will evaluate the site requirements for Radio Frequency propagation and prepare a summary of the optimum sites for base stations.
- 3.3 Each PARTY will evaluate business and financial requirements for the site and prepare a summary of business arrangements.

- 3.4 If the potential State accepts the site requirements and other business responses of both PARTIES, then the PARTIES will meet in good faith and negotiate a Specific Program Sub-Agreement to this MOU.

#### 4. TERM AND TERMINATION

- 4.1 Either PARTY may terminate this MOU upon sixty (60) days prior written notice, provided there are no outstanding proposals or executed Specific Program Sub-Agreements to this MOU.
- 4.2 Once an individual response by either PARTY has been submitted to a customer or potential customer, this MOU can be terminated by either PARTY upon the first to occur of the following:
- a. Final rejection of either PARTY's individual response by the potential State site.
  - b. One (1) year after submittal of an individual response by either PARTY to the potential State site, if no reply to the individual response has been made.
  - c. The potential State site elects to withdraw from the WxLink program.
- 4.3 Neither PARTY may terminate this MOU after a Specific Program Sub-Agreement to it has been executed by the PARTIES, so long as the Specific Program Sub-Agreement remains in force.
- 4.4 Separate Specific Program Sub-Agreements will contain program specific term and termination clauses.

#### 5. AMENDMENTS

Amendments to this MOU must be evidenced in writing and executed by a duly authorized representative of each PARTY.

#### 6. APPLICABLE LAW

- 6.1 This MOU shall be governed by the laws of the State of Washington in the United States of America.

6.2 The PARTIES shall make every effort to reach an amicable settlement for any dispute arising in connection with this MOU.

7. DISPUTES

Falling settlement, any dispute arising in connection with this MOU shall be settled by arbitration according to the following rules:

The PARTIES agree to submit the dispute for settlement under the rules of conciliation and arbitration of the American Arbitration Association, by an arbitrator to be appointed, at the request of the PARTY seeking arbitration, by the President of the American Arbitration Association. The place of arbitration shall be Seattle, Washington.

8. RIGHT OF LICENSE

No right of license is conveyed or intended to be conveyed by any of the PARTIES to the others by this MOU.

9. LIMITATION OF LIABILITY

IT IS EXPRESSLY AGREED THAT NEITHER PARTY SHALL, IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES ARISING OUT OF THIS MOU (UP UNTIL EXECUTION OF A SPECIFIC PROGRAM SUB-AGREEMENT HERETO), EVEN IF THE PARTY HAD BEEN ADVISED, KNOWN OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND.

10. PUBLICATION

Announcements, publications or press releases relating to any program referred to in this MOU using the other PARTY's name, may not be made without the unanimous written approval of the PARTIES.

11. SEVERABILITY

The validity of any provision of this MOU shall not affect the validity of its other provisions. Any invalid provision shall be replaced by a valid provision

corresponding as closely as possible to the intentions of the PARTIES as expressed in the invalid provision.

12. **ENTIRE AGREEMENT**

The foregoing articles, amendments, and exhibits hereto contain the entire agreement between the PARTIES and supersede any prior oral or written agreements, commitments, understandings or communications with respect to the subject matter of this MOU.

12.1 This MOU has been signed by the duly authorized representative of each of the PARTIES hereto, as follows.

12.2 Executed in duplicate as of the date last written.

IN WITNESS WHEREOF, the PARTIES hereto have executed this MOU by their duly authorized representatives:

Civil Air Patrol

ARNAV SYSTEMS, INC.

Richard Anderson  
(Signature)

Frank P. Williams  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Typed Name)

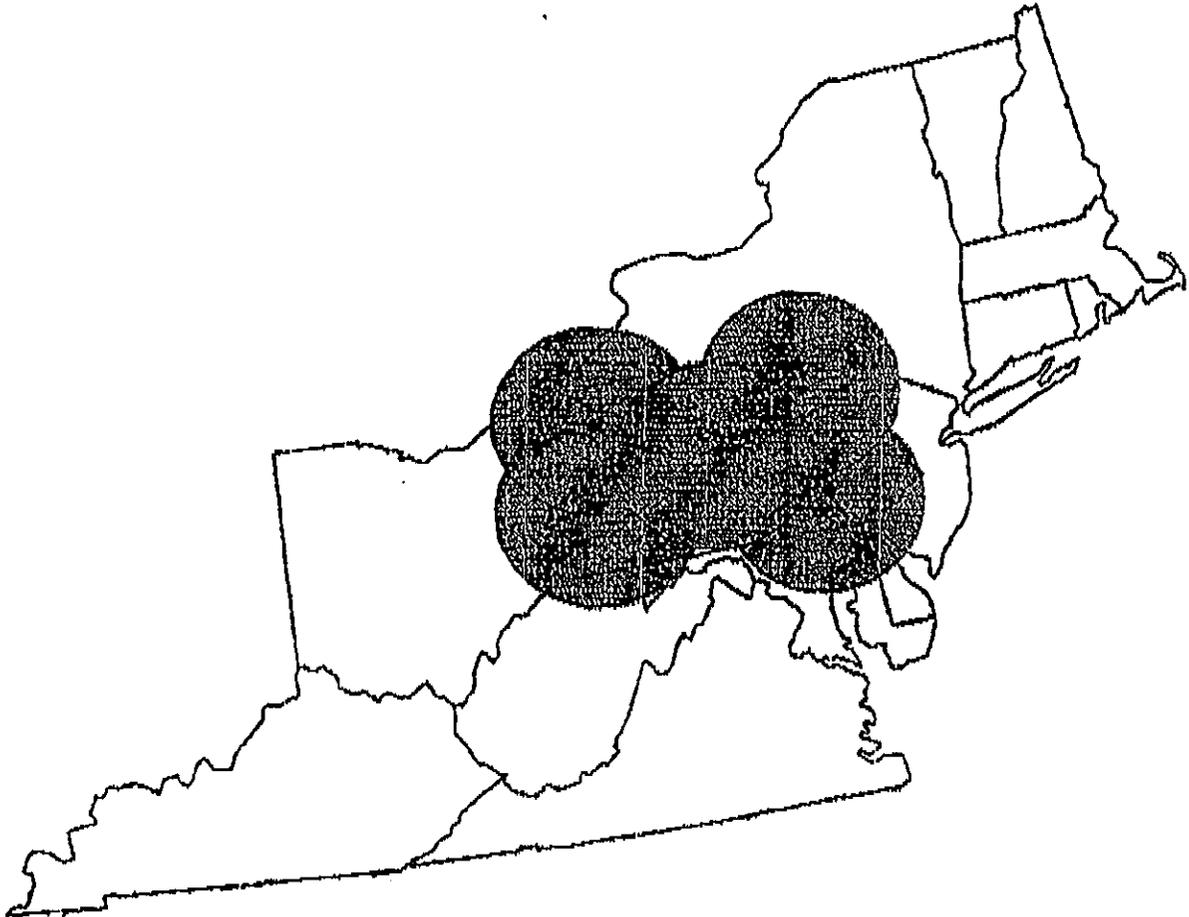
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

### Program Sub-Agreements for WxLink - Pennsylvania



#### Pennsylvania WxLink Sites

AGC	Allegheny	N 40 21.26	W 79 55.80
AVP	Wilkes-Barre	N 41 20.28	W 76 43.45
FKL	Franklin (Chess-Lamberton)	N 41 22.67	W 79 51.62
UNV	State College (University Park)	N 40 50.93	W 77 50.95
40N	Coatesville (Chester County)	N 39 58.73	W 75 51.92

Sites shown provide coverage for entire state from 6000 feet above ground level (AGL).

\*

**SUB AGREEMENT - CIVIL AIR PATROL Inc AND ARNAV Systems Inc.**

This sub agreement applies to Civil Air Patrol (CAP) participation in test and evaluation program of with Weather Link (WxLink) system produced by ARNAV. The parties agree that the test period shall be for one year from the time it becomes operational with the understanding that the duration and area of operations may be extended at any time by mutual agreement. To begin the test program:

CAP agrees:

(a) That the CAP Pennsylvania Wing will identify and furnish four CAP aircraft for participation in the program. These aircraft will carry the WxLink equipment in normal CAP operations. Normally, CAP will have no responsibility for submitting technical reports to ARNAV as to the WxLink equipment functioning.

(b) to permit ARNAV to share VHF frequency 149.895 using emission 16K00F2D during the period of the test, such use not interfering with CAP's packet use of the frequency.

ARNAV agrees:

(a) To furnish the four Flight Following Data Link transceivers to CAP in a timely manner. CAP may keep such equipment at the end of the test period and be entitled to updates to WxLink platform software on an ongoing basis.

(b) ARNAV agrees to provide CAP base station software that will display and record in real time, the track, position, and velocity of all aircraft within radio frequency range of base stations. The base station software operates on any 80386 or higher Personal Computer with VGA graphics. The Personal Computer software, along with subsequent update releases, will be supplied at no charge by ARNAV.

(c) To furnish to CAP National Headquarters LG periodic reports on the technical operation and testing results of the WxLink equipment and to use its best efforts to give maximum publicity to CAP's participation in this program.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND SEAL:

CIVIL AIR PATROL INC.

By Richard L. Anderson

RICHARD L. ANDERSON  
Brigadier General CAP  
National Commander

\_\_\_\_\_  
Date

ARNAV Systems Inc

By Frank Williams

7/31/94  
Date



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## Press Release

For More Information, Call:

Susan Hamner, V.P. Marketing  
ARNAV Systems, Inc.  
Pierce County Airport  
16923 Meridian East  
Puyallup, WA 98373  
206-848-6060

For Release 3:00 P.M. PST

July 31, 1994

### Nationwide DataLink Frequency Goes On-Line

ARNAV Systems, Inc. and the Civil Air Patrol (CAP) have entered into an agreement to provide DataLink services on a nationwide VHF frequency. DataLink provides two way digital communication between the ground to aircraft, and from aircraft to aircraft. The State of Pennsylvania has been chosen as the launch site for DataLink services. The CAP Pennsylvania State Wing will use the DataLink for flight following of their aircraft. The agreement signed by General Richard Anderson, CAP, provides improved Search and Rescue (SAR) coordination, automatic flight following of SAR vehicles, and validation of SAR missions. It also permits rapid deployment and reassignment of en route vehicles. Cockpit WeatherMap displays can be added to show the pilot his position on the search grid and the location of other DataLink equipped vehicles.

As an enhancement to flight safety, the CAP frequency will also be used to uplink real-time weather information to all air traffic. Weather is, and will continue to be, a critical factor in aircraft operations. It is the single largest contributor to delays and is a major factor in aircraft accidents and incidents. In 1990, twenty-seven percent (27%) of general aviation and thirty-three percent (33%) of air carrier accidents were weather related. Forty-one percent (41%) of the delay time was weather related, with an associated delay cost of \$1.7 Billion.

*more...*

Working with NASA and the FAA's General Aviation and Vertical Flight Technology Office, ARNAV developed System 6. System 6 is a family of products encompassing Global Positioning System navigation, monitoring and display of aircraft systems, two-way DataLink with flight following and weather dissemination. System 6 promotes the FAA's Situational Awareness of Safety (SAS) concept.

One year after announcing their System 6 technology, ARNAV has initiated DataLink weather services and WeatherMap Multi-Function Displays in Pennsylvania Department of Transportation aircraft. Pennsylvania is the first State where real-time weather information will be uplinked to the cockpit for pilot review. Presented on the WeatherMap Display are hourly sequence reports, up to the minute AWOS data, PIREPS, AIRMETS, SIGMETS, radar summaries, and lightning strikes.

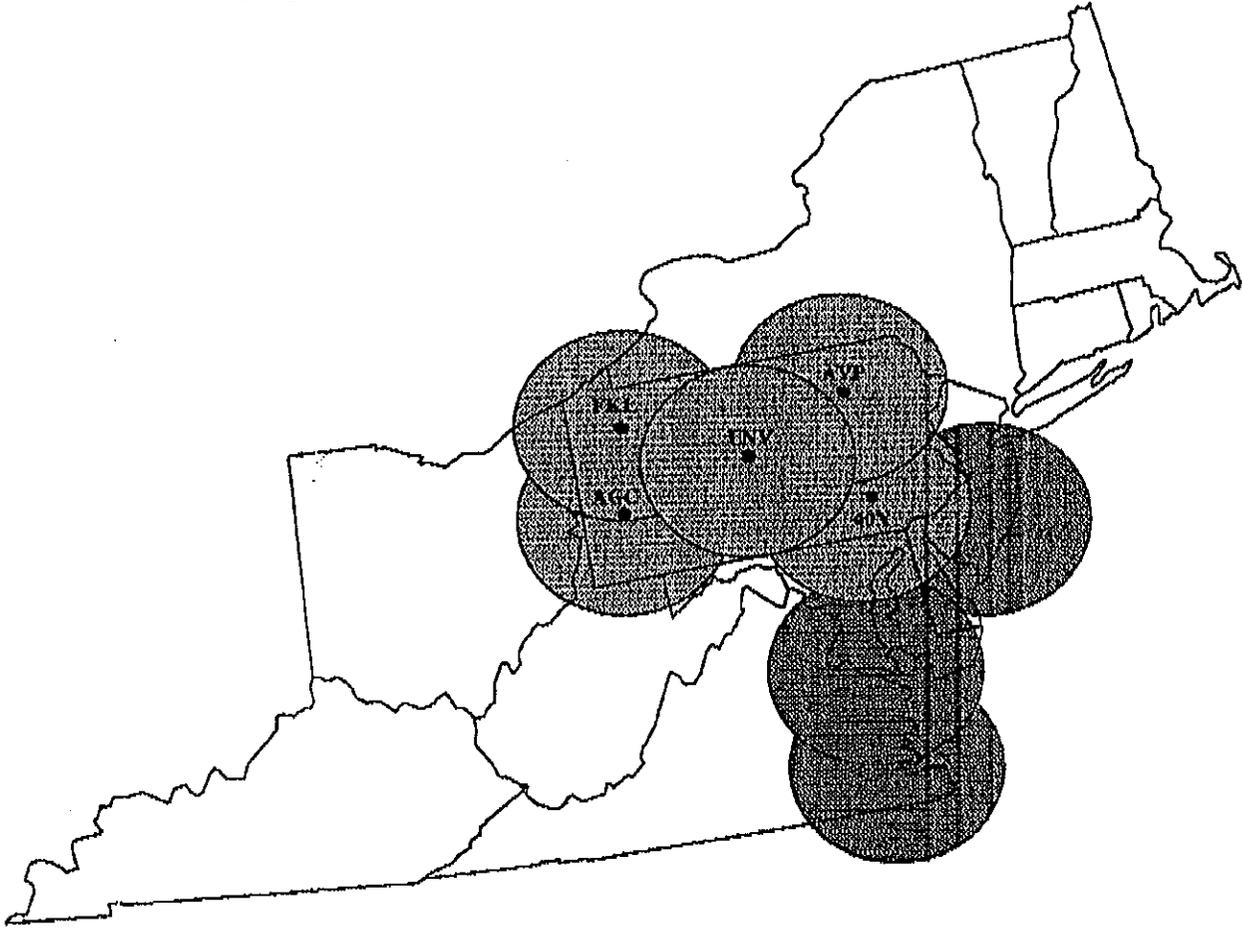
Five DataLink ground transceivers provide statewide coverage. The location of Pennsylvania DataLink ground transceivers are Allegheny, Wilkes-Barre, Franklin, State College, and Coatesville airports.

Sites scheduled for installation in October 1994 are Washington D.C., Atlantic City, and Hampton, Virginia. These additional sites will provide a contiguous corridor in the densely traveled area between southern New York and Southern Virginia. FAA and NASA aircraft will be equipped with DataLink modules to further examine DataLink applications. DataLink sites will be installed nationwide providing continuous weather coverage in the U.S.

Locations of other ARNAV DataLink systems include mainland China, Canada, Washington, Tennessee and Colorado. The Tennessee DataLink site was used for tracking the first GPS approach to a hospital, and will be expanded to provide DataLink coverage for the 1996 Summer Olympics in Atlanta, Georgia. At Denver International Airport, Denver, Colorado, the DataLink performs automated surface movement guidance and control of emergency vehicles and security detection of unauthorized vehicle encroachment into "hot" zones such as active runways. Recently, Honeywell Business and Commercial Aviation and Continental Airlines announced plans to install the ARNAV DataLink onboard Continental aircraft servicing the DIA airport.

*more...*

The ARNAV DataLink can integrate VHF, UHF, microwave transmission, and satellite communications to achieve global coverage. Through ARNAV's unique "via-path" technique, VHF transmissions are passed from vehicle to vehicle for up to 1600 hundred miles of service coverage from a single ground transmitter.



#### Pennsylvania Sites

AGC	Allegheny	N 40 21.26	W 79 55.80
AVP	Wilkes-Barre	N 41 20.28	W 75 43.45
FKL	Franklin (Chess-Lamberton)	N 41 22.67	W 79 51.62
UNV	State College (University Park)	N 40 50.93	W 77 50.95
40N	Coatesville (Chester County)	N 39 58.73	W 75 51.92

ARNAV Systems is a leading manufacturer of Aviation Electronics since 1972. For more information, contact Susan Hamner, VP Marketing.

#####

**ARNAV ARNAV SYSTEMS, INC.**  
**FAX LETTER**

Date: 9 August, 1994

TO: SMSgt Kistler  
CO: CAP-USAF/MSLM  
FX: 205-953-4235

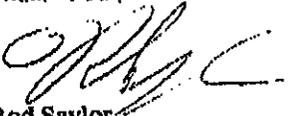
FROM: Rod Saylor  
ARNAV SYSTEMS  
1 206 848-3555

Pages: 12  
MOU

---

The attached MOU is from Sue Hamner. Please call if you have any questions.

Thank You ,

  
Rod Saylor  
Coordinating Supervisor

Tom Hamner  
National Helicopters  
CAP  
FOY 205 245 4352

**MEMORANDUM OF  
UNDERSTANDING  
BETWEEN  
THE FEDERAL HIGHWAY  
ADMINISTRATION  
AND THE  
CIVIL AIR PATROL**

## I. PURPOSE:

The purpose of this agreement between the Civil Air Patrol (CAP) and the Federal Highway Administration (FHWA) is to establish a program whereby Civil Air Patrol will assist the Federal Highway Administration in operating a viable high frequency (HF) radio emergency backup communications system. This agreement supersedes all previous agreements between these two agencies

## II. RESPONSIBILITIES:

The Federal Highway Administration, an agency of the United States Department of Transportation, provides financial assistance and technical expertise to the states in support of planning and constructing the Nation's highway transportation system. The FHWA professional staff is trained primarily in engineering, right of way, financial management, transportation planning and environment. A minor but important function of the FHWA is to maintain the ability to communicate between its field offices and headquarters in the event of an emergency that disrupts normal means of communications. This capability is presently carried out with a system of HF radio stations located at or near sixty FHWA field offices nationwide. FHWA employees do not always have required expertise or time resources to ensure the readiness of this communications equipment nor maintain operator proficiency.

The Civil Air Patrol (CAP) is the civilian auxiliary of the United States Air Force, and was federally chartered in 1946. During World War II, CAP was primarily a coastal patrol, helping guard American waters from the threat of enemy submarines. Other missions included boarder patrol, courier services, target towing for aerial gunnery practice, recruitment and other noncombatant aviation related activities. Today, CAP provides public service through three main missions: Emergency Services, Aerospace Education and the Cadet Program. Emergency services includes search and rescue, disaster relief and emergency communications. CAP operates a nationwide communications network consisting of over 32,000 airborne, mobile and fixed radio stations. CAP members receive formal training in the operation of communications equipment prior to being certified as radio operators.

## III. RECOGNITION:

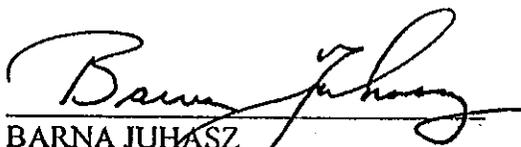
The Federal Highway Administration recognizes that the Civil Air Patrol, because of its organized emergency communications capability and trained radio operators, can be of invaluable assistance to the FHWA in maintaining a viable emergency communications capability.

The Civil Air Patrol recognizes that the Federal Highway Administration is the primary federal agency designated to manage the Nations Defense Highways, and requires an emergency communications capability in order to discharge these responsibilities.

#### IV. PRINCIPLES OF COOPERATION:

In order that the communications expertise of the CAP can be utilized to the fullest advantage in preparation for or during emergencies, the FHWA and CAP agree to the following:

- A. This project will include all FHWA facilities nationwide. The FHWA will provide a list of those facilities to the CAP's National Headquarters/DOK.
- B. The CAP will nominate to the FHWA certain members as candidates to be FHWA radio operators.
- C. The FHWA will notify CAP which radio operators have been selected, and issue them appropriate identification cards.
- D. CAP members so selected will, upon request of FHWA personnel:
  - 1. Provide technical assistance to FHWA personnel on the proper operation of the communications equipment installed at their assigned FHWA site.
  - 2. Operate the FHWA equipment in accordance with a jointly developed schedule to insure its operational readiness.
  - 3. Make recommendations to FHWA personnel in developing net operating procedures, frequency selections and associated actions.
  - 4. Make recommendations on equipment maintenance procedures.
  - 5. Operate radios during scheduled tests and exercises.
  - 6. Perform other activities and make evaluations that would contribute to the professional and reliable operation of an emergency radio system.
- E. The CAP National Headquarters will disseminate this agreement to its regions/ wings and appoint a representative as a Liaison Officer to each FHWA Field Office.
- F. The FHWA will disseminate this agreement to its field offices and appoint a point of contact for each CAP Liaison Officer. This Memorandum of Understanding will take effect upon signature by the authorized officials of both agencies and remain in effect until terminated upon written notice by either party.



BARNA JUHASZ  
Emergency Coordinator  
Federal Highway Administration

1/31/96  
Date



RICHARD L. ANDERSON  
Brigadier General, CAP  
National Commander  
Civil Air Patrol

23 Feb 96  
Date



DEPARTMENT OF THE AIR FORCE  
AIR UNIVERSITY (AETC)

7 Feb 01

MEMORANDUM FOR CAP/EX

FROM: CAP-USAF/CC

SUBJECT: Status of Liaison Officers/NCOs

1. It is my position that LOs and LNCOs are participating in an "Air Force assigned mission" when acting within the scope of their duties and employment as liaison personnel. Any activity performed by the LOs and LNCOs outside the scope of their duties as liaison personnel (i.e., outside the "Line of Duty") will not be considered part of an Air Force assigned mission.
2. If I can be of further assistance on this matter please let me know.

A handwritten signature in black ink, appearing to read "D. Parkhurst".

DENNIS B. PARKHURST, Colonel, USAF  
Commander, CAP-USAF

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CIVIL AIR PATROL AND CAP-USAF  
FOR  
SUPPORT OF WING LIAISON OFFICERS AND NON-COMMISSIONED  
OFFICERS  
AND LIAISON REGION DIRECTORS OF AEROSPACE EDUCATION**

**WHEREAS**, the FY 95 DOD Authorization Act contains CAP Supply Bill amendments which authorize reorganization of CAP-USAF. The Bill, as amended, authorizes CAP to employ Air Force retirees to replace active duty Air Force liaison officers and NCOs assigned to CAP wings who will be withdrawn over the next two years. Some wings will share liaison personnel, as departing personnel will not be replaced on a one for one basis and,

**WHEREAS**, the Bill, as amended, authorizes CAP to employ Headquarters staff to replace departing Air Force personnel. Under that provision, Region Directors of Aerospace Education at the eight Air Force Liaison Regions may be employed by CAP to replace departing Department of Defense (DoD) civilian employees.

**NOW THEREFORE**, in order to implement these authorizations the parties mutually agree as follows:

**PART I  
CIVIL AIR PATROL WING LIAISON OFFICERS AND NON-COMMISSIONED  
OFFICERS**

- 1. The duties and responsibilities of the retiree administrators (hereinafter wing liaison officers (LOs) and wing liaison noncommissioned officers (LNCOs)) shall be as set forth in the attached job description (Atch 1). Compensation and benefits shall be provided for in other documents, when finalized.**
  
- 2. CAP-USAF shall (a) establish criteria for employment as a wing LO/LNCO, (b) collect and evaluate applications, and (c) submit a list of candidates to the CAP Wings eligible to employ a wing LO/LNCO. The CAP Wing commander will select from the top three applicants. If the CAP wing commander rejects all three applicants, the Commander, CAP-USAF, will be consulted for final resolution. Where the wing LO/LNCO will serve more than one CAP Wing, each Wing Commander involved will have the opportunity to make an input to the selection process. If Wing Commanders differ on a selection, the CAP Region Commander, in consultation with the Commander, CAP-USAF, will determine final resolution. For the purpose of the conversion only, incumbent LOs and LNCOs approved by CAP-USAF (CC) will be eligible for a "by name" request by the**

Wing CC. Incumbent personnel must still submit an application package to HQ CAP-USAF for administrative and audit purposes. Incumbent liaison personnel not specifically requested by name must apply and compete with other qualified candidates.

3. While performing duties, the wing LO/LNCO shall wear the Air Force uniform conforming to current standards of dress, personal appearance and weight prescribed by the Air Force. The LO/LNCO, if a volunteer member of the Civil Air Patrol, will not hold a staff position. The wing LO/LNCO is eligible to remain employed unless circumstances warrant dismissal as provided in 4 below. The Wing Commander will submit annual performance appraisals on assigned wing LOs/LNCOs on forms provided by CAP-USAF.

4. Civil Air Patrol will immediately terminate a wing LO/LNCOs employment when notified by CAP-USAF that certification of eligibility to serve has been withdrawn. The wing commander may request an assigned wing LO/LNCO be terminated but the final decision rests with CAP-USAF. It is understood that adverse termination shall be considered that of the USAF. Specific cause(s) for termination will be addressed in other documents.

5. Wing LOs/LNCOs are covered by the Federal Tort Claims Act (FTCA) and Federal Employees Compensation Act (FECA) while performing all liaison and administrative duties for CAP as set forth in their position job description. (Attachment 2 contains Department of Labor ruling on FECA; FTCA ruling expected soon.)

6. Wing commanders will provide the wing LO/LNCO with a portion of available office space and equipment as outlined in attachments 3 and 4. Office space will be based on the Air Force square-footage standard as a minimum.

7. Wing commanders may provide Civil Air Patrol vehicles and aircraft consistent with other Wing commitments as outlined in attachment 5.

8. Air Force appropriated funds will be used to reimburse the Wing for the use of telephones, aircraft and vehicles per attachments 3, 4, 5 and 6.

9. Per diem and associated costs incurred by LO/LNCO's for authorized travel will be reimbursed from Air Force appropriated funds.

10. Attachment 7 addresses specific wing LO flight operations procedures.

**PART II**  
**LIAISON REGION DIRECTORS OF AEROSPACE EDUCATION (LRDAES)**

1. As a precondition to the continuing fulfillment of the provision of this Memorandum of Understanding which authorizes CAP to employ Region Directors of Aerospace Education at the Air Force Liaison Region Headquarters staff, the Air Force agrees as follows:

a. To provide office space and administrative support at the Air Force Region Headquarters as outlined in attachment 8 to this document.

b. Air Force Liaison Region Commanders will provide annual letters of evaluation through Air Force channels to CAP National Headquarters on the LRDAE's support of Air Force interests in aerospace education within the region.

c. Air Force Liaison Region Commanders may recommend to CAP National Headquarters, termination of the Liaison Region Director of Aerospace Education for cause.

d. Air Force appropriated funds will be used to reimburse LRDAEs for occasional rental of a vehicle in support of official LRDAE travel. The LR/CC may also authorize reimbursement for POV expenses incurred as part of official travel.

2. The Civil Air Patrol agrees as follows:

a. The LRDAEs will be managed by the Director of Aerospace Education and Training at CAP Headquarters. However, the LRDAE is required to coordinate with the Air Force Liaison Region Commander concerning aerospace education programs in the region.

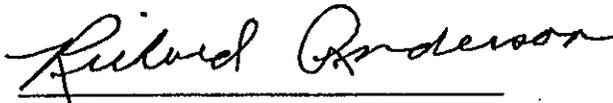
b. The LRDAE is required to coordinate with the CAP Region Commander concerning aerospace education programs in the region. The CAP Region Commander will provide annual letters of evaluation to CAP Headquarters on the effectiveness of the LRDAE and may recommend termination of the LRDAE for cause.

c. Only CAP National Headquarters can terminate employment of the LRDAE.

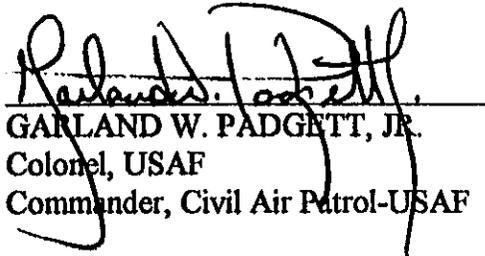
d. The LRDAE's office will be inspected as part of the periodic liaison region inspections.

**PART III  
GENERAL PROVISIONS**

1. The Air Force organization designation "CAP-USAF" may change to "Air Force Auxiliary Military Advisory Group (AFAMAG)" and, in that event, that title will be substituted herein.
  
2. This Memorandum of Understanding shall be effective from the date of execution by representatives of the Civil Air Patrol and the Air Force. The provisions of this Memorandum of Understanding will be reviewed biennially and will remain in effect until amended by mutual agreement or until terminated by either party.



RICHARD L. ANDERSON  
Brigadier General, CAP  
National Commander, Civil Air Patrol



GARLAND W. PADGETT, JR.  
Colonel, USAF  
Commander, Civil Air Patrol-USAF

APPROVED DATE: 28 March 1995

## AIR FORCE LIAISON OFFICER

1. **General.** Represents the Commanders, CAP-USAF and Liaison Region in implementing policies and procedures. Serves as Liaison Officer to CAP wing(s). Responsible for monitoring and keeping the LRCC informed on activities of the CAP wing(s) to which assigned as well as any items of special interest affecting CAP or the AF. Advises CAP Wing Commander(s) on organization, administration, operations, communications, public affairs, logistics, military procedures, and aviation matters. Assists Commander(s) in carrying out the three CAP missions. Develops and maintains liaison with wing CAP units. Develops and maintains liaison with AF/DOD installation commanders in order to maximize mutual support. Responsible for securing operational support through the Air Force Reserve Assistance Program. Assists CAP commanders in developing their unit's wartime mission.

### 2. Duties and Responsibilities:

a. Directs wing level CAP-USAF activities. Organizes, administers, and actively supervises the operation and expenditures of the liaison office and assigned personnel. Responsible for the accuracy and timely submission of CAP-USAF reports. Controls and safeguards property assigned to the LO. Establishes procedures to ensure the LO is notified and monitors CAP missions, safety mishaps and other pertinent activities. Prepares and submits to the liaison region annual budget requirements for the operation of liaison office. Provides input to the Reserve Forces Advisor on the Wing Reserve Coordinator's performance. Develops and maintains liaison with ROTC/JROTC units. Provides CAP briefing to state DOD Installation commanders. Duty as pilot is mandatory for performance of duties.

b. Supports CAP activities. Advises and assists CAP personnel concerning organization, administration, safety, operations, communications, public affairs, inspections, logistics, aerospace education, training, military procedures, aviation and cadet programs. Monitors wing activities and suggests improvements to the CAP Wing Commander. Ensures liaison office attendance at wing staff meetings. Promotes USAF presence at other unit meetings. Coordinates USAF participation in awards ceremonies, special activities, and wing news letter production. Conducts CAP unit visits. Monitors operational training for safety and efficiency. Attends actual CAP emergency service missions as circumstances allow. Assists in preparation of CAP exercises. Assists wing in developing and updating operations plans. Assists wing in coordinating with state and local governmental and civic organizations including aviation and emergency services groups. Assists in monitoring wing suspenses, developing wing filing system and preparing military support and transportation authorizations. Monitors planned expenditure of government provided training funds. Validates reimbursement requests IAW appropriate directives. Procures excess property from DOD agencies and ensures correct documentation is processed for transfer to CAP. Assists in accountability of procured property by monitoring the logistics reports and unit account sampling during unit visits. Coordinates with DOD agencies for facilities and host-base support agreements. Assists wing in processing DOD airlift requests to LR DO. Assists the CAP cadet program by administering Spaatz examinations, serving as a member of the cadet special activity boards and supporting encampments. Assists CAP Wing Director of Aerospace Education in administering the AE mission. Assists wing(s) in promoting an active recruiting program.

## AIR FORCE LIAISON NCO

**1. General.** Represents the Commanders, CAP-USAF and Liaison Region in implementing policies and procedures. Serves as executive administrator to Liaison Officer. Assists the Liaison Officer in the management of the liaison office and assumes those duties in his/her absence. Responsible for monitoring and keeping the LRCC informed of activities of the CAP wing to which assigned as well as any items of special interest affecting CAP or the AF. Advises CAP Wing Commander on organization, administrative, operations, communications, public affairs, logistics, military procedures, and aviation matters. Assists Commander in carrying out the three CAP missions. Develops and maintains liaison with wing CAP units. Develops and maintains liaison with AF/DOD Installation commanders in order to maximize mutual support. Assists in developing the wing's wartime mission.

### **2. Duties and Responsibilities:**

**a. Organizes, administers, and actively supervises the operation and expenditures of the liaison office and assigned personnel. Responsible for the accuracy and timely submission of CAP-USAF reports. Controls and safeguards property assigned to the LO. Establishes procedures to ensure the LO is notified and monitors CAP missions, safety mishaps and other pertinent activities. Prepares and submits to the liaison region annual budget requirements for the operation of liaison office. Assists in development and maintenance of liaison with ROTC/JROTC units. Provides CAP briefing to state DOD installation commanders.**

**b. Supports CAP activities. Advises and assists CAP personnel concerning organization, administration, safety, operations, communications, public affairs, inspections, logistics, aerospace education, training, military procedures, aviation and cadet programs. Monitors wing activities and suggests improvements to the CAP Wing Commander. Ensures liaison office attendance at wing staff meetings. Promotes USAF presence at other unit meetings. Coordinates USAF participation in awards ceremonies and special activities. Conducts CAP unit visits. Monitors operational training for safety and efficiency. Attends actual CAP emergency service missions as circumstances allow. Assists in preparing CAP exercises. Assists wing in developing and updating operations plans. Assists wing in coordinating with state and local governmental and civic organizations including aviation and emergency services groups. Assists in monitoring wing suspenses, developing wing filing system and preparing military support and transportation authorizations. Monitors planned expenditure of government provided training funds. Validates reimbursement requests IAW appropriate directives. Procures excess property from DOD agencies and ensures correct documentation is processed for transfer to CAP. Assists in accountability of procured property by monitoring the logistics reports and unit account sampling during unit visits. Coordinates with DOD agencies for facilities and host-base support agreements. Assists wing in processing DOD airlift requests to LR DO. Provide assistance to the CAP cadet program by administering Spaatz examinations, serving as a member of the cadet special activity boards and supporting encampments. Assist CAP Wing Director of Aerospace Education in administering the AE mission. Assist CAP Wing Director of Cadets in administering the cadet program. Assist CAP in maintaining an active recruiting program.**

## U.S. Department of Labor

Employment Standards Administration  
Office of Workers' Compensation Programs  
Division of Federal Employees' Compensation  
Washington, D.C. 20310



DEC 16 1994

File Number:

Major Zachary Z. Kinney  
Staff Judge Advocate  
Department of the Air Force  
HQ CAP-USAF/JA  
105 South Hansell Street  
Maxwell AFB AL 36112-6332

Dear Major Kinney:

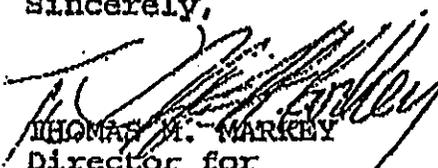
I am writing in reply to your letter dated August 1, concerning workers' compensation coverage under the Federal Employees' Compensation Act (FECA) for certain Civil Air Patrol (CAP) Corporation employees while carrying out official Air Force missions.

According to information we have received from you over the past several months, 104 CAP-USAF military employees have served as liaison officers in the 52 "wings" of the CAP. These 104 positions have been converted to CAP Corporation positions under a reorganization plan. Your letter sought coverage under 5 U.S.C. 8141 for these individuals while engaged in official Air Force missions.

FECA coverage will be extended to these individuals while they are engaged in official Air Force missions, but the coverage will be under 5 U.S.C. 8101, rather than 8141. Claims for benefits will be filed in the Office of Workers' Compensation Programs (OWCP) district office which has geographical jurisdiction. Cases will be created using regular case prefix codes (rather than a prefix of CP-), and benefits paid by OWCP on these cases will be charged back to the Air Force through the chargeback system already in place. For each claim submitted to OWCP, CAP-USAF will be required to submit a statement as to whether the individual was performing an official Air Force mission at the time of the injury or death.

Please let me know if you have any further questions on this matter.

Sincerely,

  
THOMAS M. MARKEY  
Director for  
Federal Employees' Compensation

ATTCH 2

## **ATTACHMENT 3**

### **Real Property**

- 1. Wings will provide the Wing LO and Wing LNCO with administrative space, unless the Wing LO or Wing LNCO is able to obtain space on a military installation. Office space will be determined using the standard Air Force square footage requirements as a minimum. If a wing is unable to do so due to a lack of a wing headquarters, the Wing Commander must identify the problem to CAP national headquarters to work out a suitable alternative.**
- 2. Air Force appropriated funds will be used to reimburse Wings for utilities based on the portion of square footage occupied by the Wing LO or Wing LNCO. However, due to current funding constraints, reimbursements will be implemented according to a schedule developed by CAP headquarters staff. Wings will provide MSLT with copies of twelve consecutive months' utility bills (electricity, water, sewage, gas, garbage) in order to establish a baseline amount for future funding requests.**
- 3. The Wing LO/LNCO will move personal household goods, if required, at his/her own expense.**

## **ATTACHMENT 4**

### **Supplies and Equipment**

1. Wing LO/LNCO supplies and equipment will be funded through Air Force appropriated funds.
2. HQ CAP/MS will establish, budget, and maintain accounts with vendors for equipment and supplies for the Wing LO and Wing LNCO.
3. Requests for items costing over \$200.00 each must be coordinated through the LR/LG before purchase.
4. Requests for maintenance will be forwarded to HQ CAP/MS for payment and/or reimbursement. The Wing LO/LNCO will be responsible for furnishing repair estimates and replacement value to determine economic feasibility of repairs/replacement to HQ CAP/MS.
5. HQ CAP/MS will provide initial issue of one each flight suit for each LO. Following that issue, any personal flight gear will be purchased by the LO with personal funds. Headsets, if desired, are the responsibility of the wing liaison officer.

## **ATTACHMENT 5**

### **Vehicles**

1. The CAP Corporation will continue GSA lease of vehicles for LO/LNCO use for the next one to three years. This lease procedure will not impact the number of vehicles available for use by CAP Wing personnel. After that period, vehicles will be purchased with appropriated funds for Wing LOs or Wing LNCOs. The vehicles will be seven passenger vans similarly equipped as those already in the CAP fleet. Vans will be used solely in support of official duties and will be driven only by the Wing LO, Wing LNCO, Air Force Reserve personnel supporting CAP missions, or other USAF personnel in the performance of their duties.
2. It is recommended the NEC (or National Board) vote to increase the number of authorized vehicles in the fleet to accommodate the increased vehicle requirement, when they are purchased. These vehicles will be covered through government insurance.
3. Reimbursement for Wing LO or Wing LNCO vehicle costs will be provided to the wings based on actual expenditures.
  - a. Copies of gas receipts will be provided monthly to MSLT for reimbursement.
  - b. Routine maintenance will be paid based on manufacturer's recommended intervals. Copies of receipts will be provided to MSLT.
  - c. All other maintenance will be reimbursed via the existing control number method.
4. All accident repair costs to the Wing LO or Wing LNCO vehicle will be covered by Air Force appropriated funds.
5. If a vehicle is totaled, a new vehicle will be purchased via Air Force appropriated funding.
6. Air Force appropriated funds will be used to pay for occasional rental of a vehicle in support of official LRDAE travel. LR/CCs may also authorize reimbursement of POV travel in support of official duties.

## **ATTACHMENT 6**

### **Telephones**

- 1. Air Force appropriated funds will be used to pay the cost of Wing LO/LNCO telephone service. Copies of the monthly telephone bills will be submitted to national headquarters FM for reimbursement. When collocated, Wing LO/LNCOs will maintain necessary separate telephone lines for the operation of their office.**
- 2. Where possible, DSN access and military switchboard support will be maintained.**

## **ATTACHMENT 7**

### **Operations**

This attachment addresses the flight operations performed by wing liaison officers and supplements the basic CAP/CAP-USAF MOU.

1. Wing Liaison Officers must satisfy the requirements of CAPR 60-1 and all applicable Federal Aviation Requirements (FARs) prior to performing duties in CAP Corporate aircraft.
2. All wing liaison officer flights must be approved by the CAP-USAF LR/CC or DO and authorized in accordance with CAPR 60-1.
3. Wing liaison officers will fly only on Air Force assigned (Category A or B) missions in line of duty.
4. Wing liaison officers may fly CAP Corporate (Category C) missions only in a volunteer status.
5. Wings will be reimbursed for the wing liaison officers flying at the published Air Force reimbursement rate for the Corporate aircraft flown.
6. Total reimbursed hours allocated to the wing liaison officer will be determined by HQ CAP-USAF.
7. HQ CAP-USAF will provide the wing liaison officer with the required flight publications.
8. Permanent loss of flying privileges (medical or otherwise) is considered cause for termination.

## **ATTACHMENT 8**

### **Air Force Support of CAP Liaison Region Directors of Aerospace Education**

1. Office space and office furniture such as desks, file cabinets, tables, storage units for education materials, etc.
2. Supplies for general administrative tasks and supplies for packaging and mailing educational materials.
3. Postage for mailing conference announcements, workshop notices, educational materials, as provided prior to CAP reorganization.
4. Assistance, as necessary, in arranging military support for CAP educational programs such as the National Congress on Space and Aviation and Teachers Workshops. This includes, but is not limited to, billeting, messing, transportation, facilities, media coordination, reprographic services, etc.
5. Assistance, as necessary, in arranging USAF Reserve support for aerospace educational activities, to include airlift.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CIVIL AIR PATROL INC.  
AND  
GODDARD SPACE FLIGHT CENTER**

**Pursuant to Section 203(c) of the National Aeronautics and Space Act of 1958, as amended, Goddard Space Flight Center (hereafter Goddard) and the Civil Air Patrol (hereafter CAP) a federally chartered corporation under 36 USC Sections 201-208 hereby agree on a project to jointly test and research various commercial software and property through a loan of said property to CAP.**

- 1. Goddard and CAP are undertaking a joint research effort on the basis of best efforts and non-interference with each party's other activities for the purpose of developing applications of aerospace technology to search and rescue. The parties will conduct field experiments to assess the effectiveness of remote sensing techniques in searches for aircraft crash sites, and perform trials of equipment and computer software designed to assist in the conduct of searches.**
- 2. With respect to the remote sensing experiments, CAP shall have responsibility for operation of aircraft to overfly crash sites for inspection and photography, and in assisting Goddard in mission planning, location of actual aircraft crash sites, preparation of simulated crash sites, deployment and removal of calibration targets.**
- 3. Goddard shall have responsibility for providing property and commercial software to CAP on a loan basis. CAP's use of any software provided by Goddard hereunder shall be in accordance with all restrictions and licenses applicable to such software. CAP shall not reproduce any commercial software provided by Goddard.**
- 4. CAP shall evaluate Goddard-supplied items by employing them in exercises or actual search operations, and by providing critical assessments and suggestions for improvement based on such uses. CAP shall provide written reports to Goddard as required of activity relevant to this agreement during the period of this agreement on schedules established by the Goddard representative.**
- 5. Goddard expressly declines to warrant the utility, reliability or condition of any property, software or services provided hereunder.**
- 6. CAP shall have no pecuniary responsibility for the property and software placed in its care by Goddard under this agreement but shall exercise reasonable care in maintaining custody. Upon termination of the agreement the property and software shall be returned as directed by a representative from Goddard.**
- 7. Goddard personnel may ride as passengers in CAP aircraft and vehicles while performing duties under this MOU in compliance with CAP regulation 60-1. CAP**

**AMENDMENT 1  
TO  
MEMORANDUM OF AGREEMENT  
BETWEEN  
CIVIL AIR PATROL INC.  
AND  
GODDARD SPACE FLIGHT CENTER**

Whereas the parties previously entered into a Memorandum of Agreement (MOA) effective October 3, 1996, the parties now wish to extend this MOA and make other changes as indicated below.

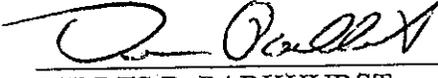
Therefore, the parties do hereby revise the MOA as follows:

1. Clause 13 is revised as follows:
  - a. In line 2, add "installation costs" after "aircraft maintenance."
  - b. After second sentence, add the following: "This rate is reflected in CAPR 173-3, Attachment 1, plus the extant hourly surcharge for major maintenance."
2. The first sentence of Clause 15 is revised to read, "This agreement shall be in effect for a period of 3 years from the effective date and may be extended by mutual agreement of the parties."
3. Clause 17 is revised to read, "CAP hereby designates Mr. Glen D. Atwell, Director of Operations, HQ CAP, 334-953-4223 (voice) and 334-953-6342 (fax), as its representative for implementation of this agreement."

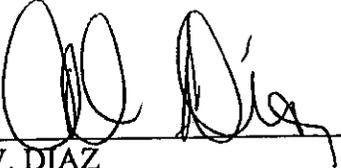
IN WITNESS WHEREOF, the parties do hereby execute this agreement effective as of the date later in time indicated below.

  
\_\_\_\_\_  
JAMES C. BOBICK  
Brigadier General, CAP  
National Commander, Civil Air Patrol

Date 22 Feb-99

  
\_\_\_\_\_  
DENNIS B. PARKHURST  
Colonel, USAF  
Commander, Civil Air Patrol-USAF

Date 22 Feb 99

  
\_\_\_\_\_  
A. V. DIAZ  
Director, Goddard Space Flight Center

Date 1/26/99

shall ensure that any aircraft used is in airworthy condition and CAP pilots and crew fully qualified under CAP regulations.

8. Goddard shall provide property and software solely for use in implementation of this agreement. CAP shall take all reasonable steps to ensure a safe and secure environment therefor. Goddard shall be responsible for packing, shipping and handling said property for its delivery to CAP, and CAP shall be responsible for packing, shipping and handling said property for its return trip to Goddard.

9. Any research performed by either party in association with this agreement may be published by either party without the prior consent of the other party. Appropriate recognition of the contribution of the other party shall be recognized in any publication. All research data developed in association with this agreement shall be considered in the public domain.

10. The sole remedy available to either party for the other party's failure to perform any part of this agreement shall be immediate termination of this agreement, subject to the return to Goddard of all property provided by Goddard.

11. Any CAP flying missions performed under this agreement shall be deemed "Air Force assigned missions" and while performing such missions CAP and its members are deemed instrumentalities of the United States for civil liability purposes and covered under the Federal Tort Claims Act (28 USC Secs 2671-2680). In addition CAP senior members and cadets 18 years and older are covered for benefits under the Federal Employees Compensation Act (FECA) 5 USC Sec 8141 on such missions. Any federal employee who flies as a passenger under this agreement and is acting in the scope of his or her duties shall also be covered by the FECA.

12. In the event a third party claim is filed against Goddard concerning its performance or failure to perform any aspect of this agreement, such claim shall be handled in accordance with the Federal Tort Claims Act as if the claim were filed directly with the United States Air Force (USAF). Goddard agrees to assist the USAF in establishing the facts associated with any such claim.

13. Goddard will reimburse HQ CAP-USAF/FM, by separate funding document(s), for the cost of aircraft and vehicle fuel and lubricants, aircraft maintenance, communications (long distance telephone) costs and supplies expended in operations in support of joint CAP-Goddard activities. Reimbursement rates shall be at a rate no less than that presently in effect for USAF reimbursement to the CAP. HQ CAP/FM will disperse funds to the CAP units that provided support. CAP shall be responsible for providing advance estimates to the Goddard representative of any funding requirement in sufficient time to enable the Goddard representative to transfer funds or to forego the activity.

14. Goddard's implementation of this agreement shall be subject to the availability of appropriated funds to cover any expenses which Goddard may incur. However, except as expressly provided herein, nothing in this agreement shall be construed as requiring or contemplating the transfer or payment of any funds by Goddard to CAP.

15. This agreement shall be effective for a period of two years but may be extended upon the mutual agreement of the parties. Either party may unilaterally terminate this agreement upon 30 days advance written notice, except that either party may unilaterally terminate this agreement without advance notice for the other party's failure to perform any part of this agreement.

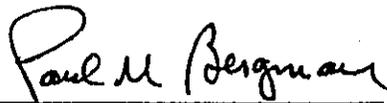
16. Goddard hereby designates Mr. Ronald Wallace, Search and Rescue Mission Manager, POES Project, Code 480, 301-286-8332 (Voice) and 301-286-1699 (FAX) as its representative for implementation of this agreement

17. CAP hereby designates Mr. Jerry Angley, Chief of Emergency Services, Civil Air Patrol Headquarters, 334-953-4225 (Voice) and 334-953-6342 (Fax) as its representative for implementation of this agreement.

18. Neither party shall assign this agreement, or any portion thereof, to any other party without the prior written consent of the other party.

19. This agreement shall be governed solely by United States federal law for all purposes including, but not limited to, determining the validity of this agreement, the meaning of its provisions, and the rights, obligations and remedies of the parties.

IN WITNESS WHEREOF, the parties do hereby execute this agreement effective as of the date later in time indicated below.



**PAUL M. BERGMAN**  
Brigadier General, CAP  
National Commander, Civil Air Patrol

Date 27 August 1996



**GARLAND W. PADGETT, JR.**  
Colonel, USAF  
Commander, Civil Air Patrol-USAF

Date 27 Aug 96



**JOSEPH H. ROTHENBERG**  
Director, Goddard Space Flight Center

Date 10-3-96

JA - FOR THE FILE,  
Col P 2/12

**LETTER OF AGREEMENT  
BETWEEN  
THE AIR FORCE RESCUE COORDINATION CENTER (AFRCC)  
AND  
HQ CIVIL AIR PATROL (CAP)/CIVIL AIR PATROL - UNITED STATES AIR FORCE  
(CAP-USAF)**

This Letter of Agreement outlines the process by which the AFRCC will grant CAP access to the SARDAB database for the purpose of collecting operational mission data used by CAP.

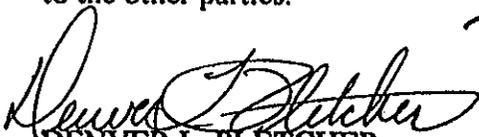
AFRCC will grant CAP read-only access to the SARDAB database for current and prior year missions, using the Internet as the transport mechanism. CAP will use Microsoft SQL \*Server technology to access the SARDAB database stored in SYBASE. CAP will protect the user ID and password for access to this data and treat it as For Official Use Only.

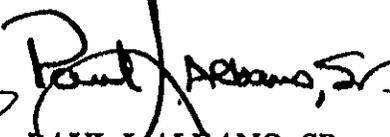
The data accessed will consist of "data views" as depicted in the attached document created by CAP which will select a subset of the mission reporting information collected by the AFRCC. These "data views" specifically select only information relating to missions where CAP resources were involved, and reflect only that information deemed necessary to meet CAP current and projected mission reporting and analysis requirements.

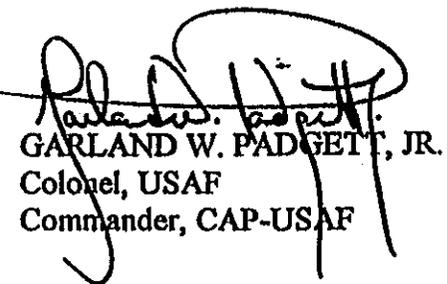
CAP will collect and maintain data for analysis and operational reporting to CAP, CAP-USAF, HQ AU, and HQ AETC. Data collected will be made available to CAP members and the general public in summary form on the CAP world wide web home page on the Internet. All data collected from SARDAB will have been approved by the AFRCC for public distribution. No data will be collected by CAP which may be required to be protected as Privacy Act data. The subset of data collected from SARDAB will not be considered For Official Use Only.

Upon implementation of this Letter of Agreement, the AFRCC will no longer submit Daily Mission Reports to CAP via EMAIL. CAP will be responsible for collecting and reporting information to its interested parties, ie. Liaison Officers, Wings, and Regions.

This Letter of Agreement shall be effective from the date it has been signed by representatives of all parties. Any party may terminate this Letter of Agreement after presentation of written notice to the other parties.

  
DENVER L. PLETCHER  
Colonel, USAF  
Commander, AFRCC

  
PAUL J. ALBANO, SR  
Colonel, CAP  
Executive Director

  
GARLAND W. PADGETT, JR.  
Colonel, USAF  
Commander, CAP-USAF

Date 25 NOV 1996

Attachment:  
CAP Views For AFRCC SARDAB Database

## CAP VIEWS FOR AFRCC SARDAB DATABASE

```
create view cap_missions as select case_number,stage_reached,case_status,
case_type,case_severity,notification_method,cap_region,position_state,
position_coordinates,position_location,control_agency,
distress_region,joint_saves from sar_case where case_number in
(select case_number from sar_units where agency_category="CAP") and
substring(case_number,3,1)="M"
go
```

```
create view cap_missions_desc as
select * from sar_case_description where case_number
in (select case_number from sar_units where agency_category = "CAP")
and substring(case_number,3,1)="M"
go
```

```
create view cap_units as select
case_number,agency_type,agency_category,
unit_name,cap_region,cap_state,civilian_saves,
military_saves,assists,total_person from
sar_units where agency_category = "CAP" and
substring(case_number,3,1)="M"
go
```

```
create view cap_acft_use as select
case_number,unit_name,aircraft_type,
hours_flown,number_of_sorties,acft_used
from aircraft_utilization where case_number
in (select case_number from sar_units where agency_category="CAP")
and substring(case_number,3,1)="M"
go
```

```
create view cap_beacon_data as
create view cap_beacon_data as
select case_number,beacon_type,frequency_type,
disposition,elt_make,elt_model,latitude,longitude,
location,severity,act_reason,non_act_reason from
beacon_data where case_number in (select case_number
from sar_units where agency_category = "CAP") and
substring(case_number,3,1)="M"
go
```

```
create view cap_timeline as select
case_number,dtgz,char_time,seq_no,entry_type
from time_line_group where case_number in (select
case_number from sar_units where agency_category="CAP")
and substring(case_number,3,1)="M"
go
```

```
create view cap_vehicle_info
as select case_number,aircraft_model,aircraft_disposition,
boat_type,boat_disposition,flight_plan,severity,acft_lat,
acft_long from vehicle_data_info where
case_number in (select case_number from sar_units where
agency_category="CAP") and substring(case_number,3,1)="M"
go
```

## CAP VIEWS FOR AFRCC SARDAB DATABASE

```
create view cap_missions as select case_number,stage_reached,case_status,
case_type, case_severity,notification_method,cap_region,position_state,
position_coordinates,position_location,control_agency,
distress_region,joint_saves from sar_case where case_number in
(select case_number from sar_units where agency_category="CAP") and
substring(case_number,3,1)="M"
go
```

```
create view cap_missions_desc as
select * from sar_case_description where case_number
in (select case_number from sar_units where agency_category = "CAP")
and substring(case_number,3,1)="M"
go
```

```
create view cap_units as select
case_number,agency_type,agency_category,
unit_name,cap_region,cap_state,civilian_saves,
military_saves, assists, total_person from
sar_units where agency_category = "CAP" and
substring(case_number,3,1)="M"
go
```

```
create view cap_acft_use as select
case_number,unit_name,aircraft_type,
hours_flown, number_of_sorties, acft_used
from aircraft_utilization where case_number
in (select case_number from sar_units where agency_category="CAP")
and substring(case_number,3,1)="M"
go
```

```
create view cap_beacon_data as
create view cap_beacon_data as
select case_number,beacon_type,frequency_type,
disposition,elt_make,elt_model,latitude,longitude,
location,severity,act_reason,non_act_reason from
beacon_data where case_number in (select case_number
from sar_units where agency_category = "CAP") and
substring(case_number,3,1)="M"
go
```

```
create view cap_timeline as select
case_number, dtgz,char_time,seq_no,entry_type
from time_line_group where case_number in (select
case_number from sar_units where agency_category="CAP")
and substring(case_number,3,1)="M"
go
```

```
create view cap_vehicle_info
as select case_number, aircraft_model, aircraft_disposition,
boat_type,boat_disposition,flight_plan,severity,acft_lat,
acft_long from vehicle_data_info where
case_number in (select case_number from sar_units where
agency_category="CAP") and substring(case_number,3,1)="M"
go
```

```
create view cap_mission_personnel
as select case_number,category,class,person_count
prior Year Mission Views:
```

```
create view old_cap_missions as select case_number,stage_reached,case_status,
case_type, case_severity,notification_method,cap_region,position_state,
position_coordinates,position_location,control_agency,
distress_region,joint_saves from old_sar_case where case_number in
(select case_number from old_sar_units where agency_category="CAP") and
substring(case_number,3,1)="M"
go
```

```
create view old_cap_missions_desc as
select * from old_sar_case_description where case_number
in (select case_number from old_sar_units where agency_category = "CAP")
and substring(case_number,3,1)="M"
go
```

```
create view old_cap_units as select
case_number,agency_type,agency_category,
unit_name,cap_region,cap_state,civilian_saves,
military_saves, assists, total_person from
old_sar_units where agency_category = "CAP" and
substring(case_number,3,1)="M"
go
```

```
create view old_cap_acft_use as select
case_number,unit_name,aircraft_type,
hours_flown, number_of_sorties, acft_used
from old_aircraft_utilization where case_number
in (select case_number from old_sar_units where agency_category="CAP")
and substring(case_number,3,1)="M"
go
```

```
create view old_cap_beacon_data as
select case_number,beacon_type,frequency_type,
disposition,elt_make,elt_model,latitude,longitude,
location,severity,act_reason,non_act_reason from
old_beacon_data where case_number in (select case_number
from old_sar_units where agency_category = "CAP") and
substring(case_number,3,1)="M"
go
```

```
create view old_cap_timeline as select
case_number, dtgz,char_time,seq_no,entry_type
from old_time_line_group where case_number in (select
case_number from old_sar_units where agency_category="CAP")
and substring(case_number,3,1)="M"
go
```

```
create view old_cap_vehicle_info
as select case_number, aircraft_model, aircraft_disposition,
boat_type,boat_disposition,flight_plan,severity,acft_lat,
acft_long from old_vehicle_data_info where
case_number in (select case_number from old_sar_units where
agency_category="CAP") and substring(case_number,3,1)="M"
go
```

```
create view old_cap_mission_personnel
as select case_number,category,class,person_count
from old_mission_person_involved where case_number
in (select case_number from old_sar_units where agency_category = "CAP")
and substring(case_number,3,1)="M"
go
```