

CAP MOU Registration No. 7005-SWR-TX-DEM

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CIVIL AIR PATROL BY THE TEXAS WING
AND
TEXAS DEPARTMENT OF PUBLIC SAFETY (TXDPS), TEXAS DIVISION OF
EMERGENCY MANAGEMENT, STATE OF TEXAS**

1. Purpose. Texas Department of Public Safety (TXDPS), Texas Division of Emergency Management (TDEM) and Civil Air Patrol (CAP) wish to utilize the services of CAP and its volunteers for the public good. This memorandum of understanding (MOU) describes the procedures by which TXDPS may request CAP mission support as well as the terms under which missions are authorized, performed, and reimbursed. The memorandum does not, in and of itself, create any legal obligations among the parties or signatories. All previous MOU(s) between CAP and TDEM are superseded by this agreement. *NOTE: No Counterdrug (CD) missions are authorized by this MOU.*

2. Parties. This MOU is between CAP, through its Texas Wing, and TXDPS.

a. Civil Air Patrol. CAP is a federally chartered charitable non-profit corporation. (36 U.S.C. §§40301-40307.) Missions flown under this MOU are "corporate missions." Although CAP is not a government, division of emergency management (DEM) or military service, it acts as a volunteer civilian auxiliary of the United States Air Force (USAF), when the services of CAP are used by any department or DEM in any branch of the Federal Government. Only the United States Air Force (USAF) can assign "Air Force Assigned Missions" (AFAMs.) See Attachment AF for a discussion of CAP's status and missions as the Air Force Auxiliary (10 U.S.C. §§9441, 9442) and procedures to request AFAMs.

(1) Texas Wing, CAP. Texas Wing is an administrative subdivision of CAP and not a separate legal entity from CAP. The Texas Wing Commander is a CAP corporate officer. CAP is generally organized along geographic lines and the Texas Wing's jurisdiction is defined by the boundaries of the state. Missions under this MOU will be performed by the Texas Wing. Contact information is included as Attachment A. (The parties may update Attachment A unilaterally by e-mail or other format in writing.)

(2) CAP Members. CAP members are volunteers in public service. Members pay an annual membership fee to join and participate in CAP. "Members," as volunteers are not "employees." Although CAP may have employees in the state, their duties as employees are administrative in nature and do not include participating in CAP missions. The Texas Wing may use CAP members of units from outside of Texas Wing or the State to perform missions under this MOU. All CAP members shall be deemed members of Texas Wing while performing missions under this MOU and entitled to benefits of such membership that arise under this MOU.

(3) CAP-USAF. The United States and Civil Air Patrol - United States Air Force (CAP-USAF) are not a party to this agreement. (See Attachment AF.)

b. Texas Department of Public Safety (TXDPS). The TXDPS is a State Agency within the State of Texas whose mission is to "Protect and Serve Texas". Texas Government Code Section 418.0461 states that TXDPS "may provide financial assistance to the Civil Air Patrol, Texas Wing, to support the Wing's disaster-related activities that assist the state and state agencies and the wing's training and exercises associated with those activities."

(1) Texas Division of Emergency Management (TDEM). The TDEM is a division of TXDPS responsible for coordination of all emergency operations within Texas, including the selection and utilization of available resources and organizations capable of rendering assistance. TDEM's contact information is provided in Attachment A.

(2) Other State or Local Agencies. Other agencies of Texas or local government agencies within Texas that request CAP assistance may submit an abbreviated MOU (such as a letter signed by both parties) that incorporates the terms and conditions of this MOU by reference. An abbreviated MOU should refer to the MOU Registration Number on the cover page of this agreement and a copy of this MOU should be attached.

(3) TXDPS-Texas Wing Relationship. There is no statutory relationship between TXDPS and Texas Wing.

3. CAP Mission Capabilities & Limitations.

a. Capabilities.

(1) Objectives. CAP provides an organization of private citizens equipped to respond to local and national emergencies and to serve the public welfare. (36 U.S.C. §40302). CAP can quickly organize large numbers of highly trained volunteers with ready access to up-to-date equipment to provide cost effective support to government agencies.

(2) Operations. Texas Wing assistance to TXDPS may include, and is not limited to: aerial missions such as reconnaissance to search for victims, damage assessments, or environmental surveys utilizing visual, photographic, digital, and video techniques; airborne communications support; and airlift (subject to regulatory restrictions discussed in paragraphs 3b and 5g and 5h below). Other support may include: manual labor (e.g. filling sandbags for flood control); radio communications; and ground teams (typically used in search and rescue (SAR) missions). Ground teams are prohibited from participating in Counterdrug or other law enforcement missions.

b. Limitations.

(1) Priority of Missions. TXDPS understands and acknowledges that the USAF may withdraw CAP from missions in progress under this MOU when necessary to pursue higher priority missions. This is because CAP is the official auxiliary of the Air Force, and there is a priority for employing CAP resources which may affect availability of

support to state and local authorities. Priority for utilizing CAP resources is outlined in paragraph 9b below.

(2) Law. CAP does not have any special exemption from civil or criminal law. Nothing in this agreement shall be read to require any party or signatory to act in violation of the law or applicable regulations. Furthermore, none of the provisions in this MOU is intended to conflict with applicable laws, regulations, or directives governing CAP missions/activities, including but not limited to those discussed below.

(a) Federal Aviation Regulations. Civil Air Patrol pilots, most of whom are private pilots, are required to comply with Federal Aviation Regulations (FARs.) The FARs may prohibit private pilots from flying some of the missions (including transport missions except for certain exceptions) contemplated by this MOU. (See Attachment B, CAP Missions and Pilot Limitations.)

(b) Assistance to Law Enforcement. CAP regulations limit assistance to law enforcement agencies to "passive assistance." (CAPR 900-3 paragraph 3a.)

- i. CAP members may not be deputized nor may they take an active part in arrest or detention activities and have no authority to restrict persons by means of force, active or implied.
- ii. CAP assistance to law enforcement agencies which may lead to criminal prosecution is restricted to patrol, reconnaissance, and reporting only. Requests for such assistance, unless of an emergency nature, must be approved in advance by the Texas Wing and Southwest Region Commanders and coordinated with the National Operations Center (NOC) at 888.211.1812 or opscenter@capnhq.gov. All CAP flights will be in accordance with CAPR 60-1.

(c) CAP Directives. CAP missions and activities are also limited by CAP regulations. CAP personnel are required to comply with CAP regulations. Failure of CAP members to comply with applicable regulations may result in administrative action. (See References below.)

(3) Risk Management. CAP is an organization of non-paid volunteer citizens. As such, CAP members may decline to participate in missions or discontinue missions at any time. Additionally, CAP may decline or suspend CAP missions for any reason, including but not limited to safety, risk, and liability concerns.

4. Emergencies. For emergency missions in which (a) life or property is in imminent peril and (b) local resources are inadequate, please see Attachment AF for criteria and procedures for requesting an AFAM.

5. Requesting Missions - In General. Any and all mission requests may be submitted to the NOC at 888.211.1812 or opscenter@capnhq.gov. Corporate missions may include, but are not limited to:

a. Air and Ground Search and Rescue (SAR) Operations. See Attachment AF regarding requests for air and ground SAR operations. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

b. Mercy Missions. See Attachment AF regarding requests for mercy missions..

c. Disaster Mitigation and Relief (DR) Operations. See Attachment AF regarding requests for DR missions. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

d. SAR/DR Training Missions. See Attachment AF regarding requests for air and ground SAR/DR Training Missions. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

e. Homeland Security (HLS). See Attachment AF regarding requests for Homeland Security operations. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

f. Aerial Reconnaissance of Ground Conditions and Surface Traffic for TXDPS. This may include visual or photographic reconnaissance of wildlife, land, forests, roadways and waterways, etc. (Note: in the event of an "environmental disaster," TXDPS may be able to request an AFAM in accordance with Attachment AF). Participation of TXDPS personnel in these aerial reconnaissance missions is discussed in paragraph 5g below.

g. State Crewmembers. TXDPS may request CAP aircraft and aircrew as an aerial platform from which state personnel may perform "aerial work," as "crew members." "Aerial work" includes missions such as aerial reconnaissance of ground conditions (discussed in paragraph 5f above) or operation of an airborne repeater. State personnel may be authorized to fly aboard CAP aircraft in accordance with CAPR 60-1, *CAP Flight Management*. State personnel performing aerial work or duty in the aircraft during flight are crewmembers and not "passengers." (14 C.F.R. §119.1(e) (4).)

h. Air Transportation of Cargo and Passengers. Air transport of cargo and/or passengers on corporate missions shall be in accordance with subparagraphs (1) and (2) below. Such missions shall be performed without reimbursement or payment of any kind from sources outside of CAP due to Federal Aviation Administration (FAA) restrictions. (Note: Transport missions may be funded by the CAP pilot or the Texas Wing but such missions may be limited due to availability of funding).

(1) Human Organs, Tissues, and Medical Supplies. CAP may perform missions to transport organs, tissues, medical supplies at request of TXDPS for humanitarian reasons without accepting reimbursement or payment of any kind from outside sources.

(2) State Personnel/Other Non-CAP Passengers. CAP may transport state personnel and other non-CAP passengers approved in accordance with CAPR 60-1, paragraph 2-3.

6. Command, Control, Coordination and Cooperation:

a. Immediate command and control over all CAP resources and personnel employed in accordance with this MOU shall rest with CAP at all times. Mutual consent should be the norm; nevertheless, any party to this agreement may suspend or terminate CAP missions conducted pursuant to this MOU without cause.

b. Both Texas Wing and TXDPS agree to maintain continual and effective communication and coordination to facilitate the training necessary for effective CAP participation with Texas emergency service personnel in disaster relief missions.

7. Reimbursement. Reimbursement will be made in accordance with this section and section 5. Reimbursement to Texas Wing for missions will be as follows:

a. Reimbursement for Corporate Missions. When TXDPS reimbursement is required by Texas Wing for missions performed under this MOU, such reimbursement shall be limited to the rates established in the current Civil Air Patrol Regulation 173-3, *Payment for Civil Air Patrol Support Attachment 1* (a copy of which is provided as Attachment C and incorporated herein by reference). The parties agree that Attachment C, as revised from time to time by Civil Air Patrol and approved by CAP-USAF and the FAA, will be the basis for determining reimbursement. Additionally, aircraft and automobile fuel and oil will be reimbursed at actual cost.

b. Restrictions on Billing. Dual payment/compensation or double billing is prohibited and may not be requested or accepted. For example, if Texas Wing receives or is offered state funds for aircraft operating expenses (fuel, oil, maintenance), Texas Wing may not seek or accept reimbursement for the same expense from CAP National Headquarters, or from any other source (i.e. another federal agency).

8. Liabilities: Insurance, Workers Compensation & Related Matters.

a. State Protections. Texas Wing, CAP member volunteers are assured the full benefits afforded to volunteers of the State of Texas. For example, if applicable, Texas Labor Code Section 501.026 states that: "A person not otherwise covered by workers' compensation insurance for the services performed under this section who performs volunteer services for the state in a disaster or in scheduled emergency response training under the direction of an officer or employee of the state is entitled to medical benefits under this chapter for an injury sustained by the person in the course of providing those services."

b. CAP Protections. In addition to protections afforded in paragraph 8a above (if any), CAP and its members are protected by liability insurance policies as well as member benefits described in CAP Regulation 900-5, *Civil Air Patrol Insurance/Benefits Program* and 112-10, *Indemnification*.

c. No Federal Protections. CAP and its members are not deemed to be instrumentalities of the United States while performing corporate missions. Therefore,

Federal Tort Claims Act (FTCA) (10 U.S.C. 9442(b) (2); 28 U.S.C. 2671 *et. seq.*) and Federal Employees Compensation Act (FECA) (5 U.S.C. 8151) do not apply.

9. Air Force Provisions.

a. The subject MOU is between CAP Corporation and TXDPS and is not an agreement with CAP as the Air Force Auxiliary.

b. The United States Air Force has priority in the use of CAP equipment bought with appropriated funds. The priority for utilizing CAP resources is: (1) USAF; (2) Other Department of Defense departments and agencies; (3) other Federal departments and agencies; (4) State agencies and (5) Local agencies.

c. CAP volunteers flying missions under this MOU are not eligible for FTCA or FECA benefits.

d. No Air Force Assigned Missions (AFAM) will be assigned pursuant to this MOU.

e. Missions flown and funded under this MOU are not eligible for payment or reimbursement also from the federal government (See paragraph 7b).

10. Effective Date, Term, Termination, and Approval Provisions.

a. **Effective Date.** The terms of this MOU will become effective as of the date signed by both parties.

b. **Term.** This MOU shall be effective for a period of five (5) years from its effective date.

c. **Amendment.** This MOU embodies the entire terms and understanding of the parties and no other agreements exist between the parties except for those expressly stated herein, to include attachments cited below and executed by the parties. This MOU may be amended by written notice of either party, which expressly identifies itself as a part of this agreement and is signed by an authorized representative of each of the parties. Air Force provisions in this MOU are not subject to amendment or revision by either party. (See paragraph 9 and Attachment AF.)

d. **Termination.** The parties may terminate this MOU at any time upon sixty-day (60) day advance written notice of termination signed by their designated representatives. Copies of the termination notice shall be mailed to the designated representatives of each of the parties at addresses shown below. (See Attachment A and the addresses below).

National Headquarters, Civil Air Patrol
Attention: DO
105 So. Hansell Street
Maxwell AFB, AL 36112

Texas Department of Public Safety
Texas Division of Emergency Management
PO Box 4087
Austin, Texas 78773-0220

11. Assurances and Certifications.

The Texas Wing, CAP will comply with all applicable requirements of federal and state laws, executive orders, regulations and policies governing Department of Homeland Security programs, and further assures and certifies that:

a. To the extent it applies, Texas Wing, CAP will comply with Texas Government Code, Chapter 783, 1 Texas Administrative Code, Part I, Chapter 5, Subchapter A, Division 4 *et. seq.* including the Uniform Grant Management Standards, Part III, Subpart B, §.14 State Assurances. (www.governor.state.tx.us/files/state-grants/UGMS062004.doc)

b. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal Sub-recipient agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal Sub-recipient agreement, grant, loan or cooperative agreement.


c. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit the standard form Disclosure Form to Report Lobbying in accordance with its instructions.

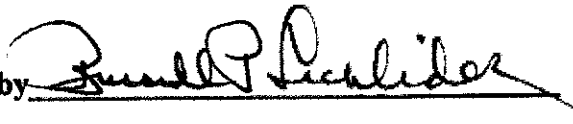
d. The Texas Wing, CAP and its' subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <https://www.epls.gov>.

IN WITNESS WHEREOF, this MOU has been executed by the parties herein:

Texas Wing, CAP

**State of Texas, Texas Department of
Public Safety, Texas Division of
Emergency Management**

by 

by 

Joe Smith

Printed Name: RUSSELL P. Lecklider

Colonel, CAP

Title: Deputy Asst. Director

Texas Wing Commander

Dated: 6-30-2010

Dated: 6-30-2010

Attachments:

- AF Air Force Assigned Missions
- A Contact Information
- B Table: CAP Missions and Pilot Limitations
- C CAP Regulation 173-3, Attachment 1, Reimbursement Rates

References:

Hotlinks to online sources for these citations can be found at:

United States Code

<http://uscode.house.gov/usc.htm>

- 10 U.S.C. §§ 9441 - 9448, (Organization and Management of Civil Air Patrol)
- 36 U.S.C. §§40301 – 40307, *Civil Air Patrol*

Code of Federal Regulations

<http://www.gpoaccess.gov/cfr/index.html>

- 14 C.F.R. §119.1, *Applicability* [of common carrier regulations]

CAP Publications

http://www.capmembers.com/forms_publications_regulations/indexes_regulations_and_manuals.cfm

- CAP Regulations - 60 series including:
 - CAP Regulation 60-1, *Flight Management*
 - CAP Regulation 60-3, *CAP Emergency Services Training and Operational Missions*
 - CAP Regulation 112-10, *Indemnification*
 - CAP Regulation 173-3, *Payment for Civil Air Patrol Support*
 - CAP Regulation 900-3, *Firearms - Assistance to Law Enforcement Officials*
 - CAP Regulation 900-5, *Civil Air Patrol Insurance/Benefits Program*

Attachment AF
AIR FORCE ASSIGNED MISSIONS

1. The following are potential Air Force Assigned Missions (AFAM):

a. Air and Ground Search and Rescue (SAR) Operations. CAP, as the Air Force Auxiliary performs SAR missions to search for, locate, and relieve a distress situation, including overdue aircraft, emergency locator transmitters (ELTs), and persons in distress. For more information on how to request an AFAM SAR mission, contact the Air Force Rescue Coordination Center (AFRCC) at 800-851-3051.

b. Mercy Missions. Mercy missions refer to the transport of blood, organs, serum, and medical equipment necessary to relieve a specific time-critical, life-threatening situation where commercial transportation is unavailable. For more information on how to request a Mercy mission, contact the Air Force Rescue Coordination Center (AFRCC) at 800-851-3051.

c. Disaster Mitigation and Relief (DR) Operations. DR missions relate to assistance needed for major disasters or emergencies (including all natural and man-made disasters such as hurricanes, floods, tornados, major storms, earthquakes, oil spills or other environmental disasters). For more information on how to request a Disaster Mitigation and Relief mission, contact the Air Force National Security Emergency Preparedness (AFNSEP) duty officer at 800-366-0051.

d. SAR/DR Training Missions. SAR/DR training missions are joint training missions with CAP and the State DEM. For more information on how to request a SAR/DR training mission contact the appropriate CAP-USAF State Director. (See attachment A – Contact Information).

e. Homeland Security (HLS). Department of Defense and Air Force policy on HLS missions CAP may be tasked to perform in support of civil authorities is still evolving. For more information on how to request a Homeland Security mission, contact the CAP National Operations Center (NOC) at 888-211-1812 or opscenter@capnhq.gov.

2. For information on any other above AFAM, you may also contact the NOC at 888-211-1812.

Attachment A
CONTACT INFORMATION

CIVIL AIR PATROL			
Contact Information as of May 12, 2010			
MISSION	CONTACT	PHONE & E-MAIL*	ADDRESS
Planning & Miscellaneous	Texas Wing Vice Command: Lt Col Jack Jackson	H: 830.792.5997 C: 830.377.8082 F: 830.792.5998 E: jackjack@ktc.com	Headquarters, Texas Wing Attn: CV PO Box 154997 Waco, Texas 76715
Planning & Miscellaneous- AFAM	CAP-USAF State Director of Liaison Services (SD): Mr. Ed Brown	W: 254.751-7047 F: 254.751.7048 C: 254.405.4391 E: caplo@txwgcap.org	State Wing Liaison Office 6801 Sanger Ave Suite 125 Waco, TX 76710-7804
Search and Rescue (MOU paragraph 5a)	Air Force Rescue Coordination Center (AFRCC)	W: 800-851-3051 DSN: 523-5955 F: 850-283-5101 DSN: E:	AFRCC 650 Florida Ave (Stop 73) Tyndall AFB, FL 32403-5017 (Bldg 486)
Mercy Missions (MOU Paragraph 5b)	Air Force Rescue Coordination Center (AFRCC)	W: 800-851-3051 DSN: 523-5955 F: 850-283-5101 DSN: E:	AFRCC 650 Florida Ave (Stop 73) Tyndall AFB, FL 32403-5017 (Bldg 486)
Disaster Mitigation & Relief (DR) (MOU Paragraph 5c)	Air Force National Security Emergency Preparedness (AFNSEP) duty officer	W: 800.366.0051/ DSN 367.4342/4343 F: 404.464.4282 DSN 367.4282 P: 800.211.1364	Air Force National Security Emergency Preparedness 1283 Anderson Way SW Ft. McPherson, GA 30330-1094
SAR/DR Training (MOU Paragraph 5d)	CAP-USAF State Director of Liaison Services (SD): Mr. Ed Brown	W: 254.751-7047 F: 254.751.7048 C: 254.405.4391 E: caplo@txwgcap.org	State Wing Liaison Office 6801 Sanger Ave Suite 125 Waco, TX 76710-7804
Homeland Security (HLS) (MOU Paragraph 5e)	CAP National Operations Center	W: 888.211.1812/ 334.953.5823/ DSN 493-5823 F: 334.953.4242 DSN 493.4242 E: opscenter@capnhq.gov	State Wing Liaison Office 6801 Sanger Ave Suite 125 Waco, TX 76710-7804
Corporate Missions (MOU Paragraph 5.)	Texas Wing Vice Command: Lt Col Jack Jackson	H: 830.792.5997 C: 830.377.8082 F: 830.792.5998 E: jackjack@ktc.com	Headquarters, Texas Wing Attn: CV PO Box 154997 Waco, Texas 76715

Attachment A, Continued
CONTACT INFORMATION

TXDPS, TDEM			
Contact Information as of May 12, 2010			
MISSION	CONTACT	PHONE & E-MAIL*	ADDRESS
Planning & Miscellaneous	State Operations Center	W: 512-424-2208 F: 512-424-7160 H: P: C: E: soc@txdps.state.tx.us	Texas Department of Public Safety Texas Division of Emergency Management 5805 N Lamar Blvd Austin, TX 78752
Billing	Support Services Section Administrator	W: 512-424-2438 F: 512-424-2444 H: P: C: E:	Texas Department of Public Safety Texas Division of Emergency Management 5805 N Lamar Blvd Austin, TX 78752
Operations	Operations Section Administrator, State Operations Center	W: 512-424-2208 F: 512-424-7160 H: P: C: E: soc@txdps.state.tx.us	Texas Department of Public Safety Texas Division of Emergency Management 5805 N Lamar Blvd Austin, TX 78752

Attachment B

TABLE: CAP MISSIONS AND PILOT LIMITATIONS

IF THE PURPOSE OF THE FLIGHT IS	AND ON BOARD ARE	AND THE MISSION IS	AND THE AIRCRAFT IS	THEN MAY BE FLOWN BY	PILOT MAY BE REIMBURSED FOR	REFERENCE
Search and Locate	Pilot crewmembers, CAP members, Armed Services, Authorized Government Employees	A or B Reimbursed or Not Reimbursed	Corporate Owned	Private Pilot	Fuel, Oil, Supplemental Oxygen, Fluids, Lubricants, Servicing, Maintenance, Per Diem	Exemption 6771
			Member Furnished	Private Pilot	In accordance with CAPR 173-3	Exemption 6771
		C Reimbursed or Not Reimbursed	See Aerial Work Operations			
	Other Passengers	A	Any	Private Pilot	Fuel, oil, airport expenditures, or rental fees	FAR 61.113(e)
		B or C Reimbursed	Any	Commercial Pilot or ATP	Any Expenses Authorized by CAP	FAR 119.1(e)(4)
		Not Reimbursed	Any	Private Pilot	See Note 1	FAR 61.113(a); FAR 61.113(c); FAR 119.1(e)(4); FAA Interpretation 1997-23
Aerial Work Operations (Aerial imaging, radio relay)	Crewmembers (FAR 1.1)	Any	Any	Private Pilot	See Note 1	FAR 61.113(a); FAR 61.113(c); FAR 119.1(e)(4); FAA Interpretation 1997-23
	Passengers or Non-CAP Property	Reimbursed	Any	Commercial Pilot or ATP	Any Expenses Authorized by CAP	FAR 119.1(e)(4)
		Not Reimbursed	Any	Private Pilot	See Note 1	FAR 61.113(a); FAR 61.113(c); FAR 119.1(e)(4); FAA Interpretation 1997-23

Attachment B

TABLE: CAP MISSIONS AND PILOT LIMITATIONS (cont'd)

IF THE PURPOSE OF THE FLIGHT IS	AND ON BOARD ARE	AND THE MISSION IS	AND THE AIRCRAFT IS	THEN MAY BE FLOWN BY	PILOT MAY BE REIMBURSED FOR	REFERENCE
Domestic CAP Cadet Orientation Flights IAW CAPP 52-7, AFROTC, AFJROTC Orientation Flights	Pilot, CAP Cadets, AFROTC Cadets, AFJROTC Cadets	A Reimbursed	Corporate Owned	Private Pilot	Fuel, Oil, Supplemental Oxygen, Fluids, Lubricants, Servicing, Maintenance, Per Diem	Exemption 6771
		B Not Reimbursed	Corporate Owned	Private Pilot	IAW CAPR 173-3	Fuel, Oil, Supplemental Oxygen, Fluids, Lubricants, Servicing, Maintenance, Per Diem
				Member Furnished		
		B Reimbursed with other than AF Funds	Any	Commercial	Any Expenses Authorized by CAP	
Overseas CAP Orientation Flights	Pilot crewmembers, CAP Cadets	Any	AF Aero Club Owned	Commercial Pilot with Instrument Rating or ATP	Any Expenses Authorized by CAP	Exemption 6771, CAPR 60-1 Para 3-2 f (6)
Transportation	Passengers or Non-CAP Property	A & B Reimbursed Or C Not Reimbursed	Any	Private Pilot	See Note 1	FAR 61.113(c), Interpretation 1997-23
				Commercial Pilot	Any Expenses Authorized by CAP	Exemption 6485
		C Reimbursed	Any	Not Authorized - Part 135	N/A	FAR 119.1

Note 1: Pilot may not pay less than the pro rata share of the operating expenses, provided the expenses involve only fuel, oil, airport expenditures, or rental fees **OR** pilot may not log flight time.

Note 2: Exemptions cited reflect the current extension (A, B, C, etc.).

Attachment C
CAPR 173-3, ATTACHMENT 1, REIMBURSEMENT RATES

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CAPR 173-3 (C1) ATTACHMENT 1 7 MAY 2010

Attachment I – Aircraft Flying Hour Minor Maintenance Payment Rates

The rates in this table are calculated from actual reported minor maintenance expenses for CAP aircraft. Many factors, such as aircraft age, Airworthiness Directives, design, and model, affect CAP expenditures for maintenance. These rates are not generally related to engine horsepower because engine expenses are managed under CAP's major maintenance program. CAP has elected to establish overall fleet rates for only the models of aircraft in the CAP corporate fleet.

Wings participating in the national consolidated maintenance program will not have minor maintenance funds paid to the wing. In addition, the Category "B" and "C" minor maintenance mission funds collected by those wings must be forwarded to NHQ so the funds can be used to maintain the wing's aircraft.

Effective 1 June 2010
"Dry" Hourly Reimbursement Rates
for all sorties flown on or after 1 June 2010

Manuf	Maule	Cessna	Cessna	Cessna	Gyppland	Cessna	de Havilland	Cessna
Model	MT-7-235	172	182	206	GA-8	182RG	DHC-2	185
Cost/hr	\$29.00	\$29.00	\$37.00	\$48.00	\$38.00	\$52.00	\$74.00	\$52.00

Notes:

1. "Basic Hourly Rate" for single-engine corporate or member-owned/furnished aircraft not listed above: \$30.00.
2. Use of single-engine member-owned or member-furnished aircraft must be approved in advance for all missions.
 - a. Use in Air Force assigned missions requires approval by the appropriate Air Force approval authority. It also requires the member to complete an Air Force hold harmless agreement.
 - b. Use in corporate missions requires approval by the wing/region commander or director of operations/director of emergency services.
 - c. Single-engine member-owned or member-furnished aircraft models that have been approved in accordance with this note but are not listed in the table above will be reimbursed at the "Basic Hourly Rate."
3. The use of all twin-engine aircraft for any mission requires prior approval through the wing/region and the appropriate Air Force approval authority (through the National Operations Center.) It also requires the member to complete an Air Force hold harmless agreement. Wings/regions should send requests well in advance to the NOC at opscenter@capnhq.gov. Once approval has been obtained, the NHQ staff will determine the reimbursement rate and notify the wing/region in writing.
4. Aircraft fuel, lubricants, de-icing services, and other mission essential supplies are authorized for participation in Air Force-assigned reimbursable missions and are in addition to the above rates (receipts required).
5. Corporate glider tow aircraft are reimbursed at the appropriate rate for their model classification. Reimbursement for non-corporate glider tows participating in the Cadet

Attachment C

CAPR 173-3, ATTACHMENT 1, REIMBURSEMENT RATES (cont'd)

CAPR 173-3 ATTACHMENT 1 (CONT'D) 22 DECEMBER 2009

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Glider Flight Orientation Program will be based on the actual cost of the tow (receipts required).

6. Glider maintenance reimbursement will be on an actual cost basis. All maintenance of gliders requires a control number from NHQ CAP/LG prior to repairs being accomplished. Submit receipts for all expenses incurred to NHQ CAP/LG for payment or reimbursement. Electronic copies of original receipts are acceptable. Tail number accounting principles must be followed for gliders.
7. Aerial Digital Imaging System (ADIS) Rates. CAP can charge an additional \$65 an hour to operate ADIS but only when supporting missions that are not funded with CAP's annual Congressional appropriation. The money collected for ADIS operation from these missions must be forwarded to NHQ for the systems that NHQ provides to the wings. Wings that have purchased their own ADIS systems may keep the money but must comply with specific program income restrictions. This information can be obtained from NHQ CAP/FM. The hourly charge to operate the ADIS system will begin when the aircraft departs the mission base to execute the ADIS sortie and ends when the aircraft returns to the mission base. The ADIS rate will not be charged on flights to/from the home base and the mission base unless ADIS operation is conducted enroute to the mission base.
8. Airborne Real-time Cueing Hyperspectral Enhanced Reconnaissance (ARCHER) Rates. CAP will charge an additional \$235 an hour to operate ARCHER but only when supporting missions that are not funded with CAP's annual Congressional appropriation. The money collected for ARCHER operation from these missions must be forwarded to NHQ. The hourly charge to operate the ARCHER system will begin when the aircraft departs the mission base to execute the ARCHER sortie and ends when the aircraft returns to the mission base. The ARCHER rate will not be charged on flights to/from the home base and the mission base unless ARCHER operation is conducted enroute to the mission base.