MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CIVIL AIR PATROL BY THE ARIZONA WING
AND
THE STATE OF ARIZONA
DIVISION OF EMERGENCY MANAGEMENT

1. Purpose. THE STATE OF ARIZONA DIVISION OF EMERGENCY MANAGEMENT (ADEM) and Civil Air Patrol (CAP) wish to utilize the services of CAP and its volunteers for the public good in accordance with its purposes under 36 U.S.C. §40302. This memorandum of understanding (MOU) describes the procedures by which ADEM 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 All previous MOU(s) between CAP and ADEM are superseded by this agreement. *NOTE: No Counterdrug (CD) or law enforcement missions are authorized by this MOU.*

2. Parties. This MOU is between CAP, through its ARIZONA WING, and ADEM.

a. Civil Air Patrol. CAP is a federally chartered charitable non-profit corporation. CAP is not a government agency or military service. When used to fulfill the non-combat programs and missions of the Department of the Air Force outlined in paragraph 5, CAP acts as the volunteer civilian auxiliary of the United States Air Force. (36 U.S.C. §§40301 – 40307, 10 U.S.C. §§9441-9448.)

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

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

(3) CAP-USAF. Civil Air Patrol - United States Air Force (CAP-USAF) is not a party to this agreement. Nevertheless, the parties acknowledge that CAP-USAF is the Air Force agency responsible for providing advice, assistance, and oversight to CAP in its role as the auxiliary of the United States Air Force. ADEM's primary point of contact for CAP-USAF is the CAP-USAF State Director of Liaison Services (SD) assigned to ARIZONA WING. The SD is responsible for USAF oversight of ARIZONA WING activities when CAP is functioning as the auxiliary of the United States Air Force. SD contact information is included in Attachment A.

b. STATE.

(1) ADEM. ADEM is responsible for coordination of all emergency operations within Arizona, including the selection and utilization of available resources and organizations capable of rending assistance. ADEM's contact information is provided in Attachment A.

(2) Other State or Local Agencies. Any other agencies of THE STATE OF ARIZONA or local government agencies within ARIZONA 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 signature page of this agreement and attach a copy of this MOU.

(3) STATE-WING Relationship. There is no statutory relationship between the STATE OF ARIZONA and CIVIL AIR PATROL

3. <u>CAP Mission Capabilities & Limitations</u>.

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. ARIZONA WING assistance to ADEM 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 7b and c 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 CD or other law enforcement missions.

b. Limitations.

(1) Priority of Missions. ADEM 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, 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 as follows: first, USAF, then other DoD departments and agencies, other Federal departments and agencies, state agencies, and finally, local agencies.

(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 are 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) Air Force Missions. ADEM may request CAP support for emergency and disaster relief missions from the USAF which fall within the categories listed in paragraph 4 below. When CAP performs missions as the auxiliary of the United States Air Force, applicable rules and regulations governing military support to civil authorities apply (See DODD 3025.1; AFI 10-802). Due to regulatory limitations, air transportation may not be available as an Air Force-assigned mission (AFAM). (See DoD 4515.13-R, Air Transport Eligibility). CAP-USAF or its authorized USAF agent must approve all non-CAP personnel flying aboard CAP aircraft in connection with AFAMs (*See* paragraph 5).

(c) Posse Comitatus. Title 18, United States Code §1385 prohibits the USAF from providing direct or active assistance to law enforcement agencies ("to execute laws") under the doctrine of *posse comitatus*. (See also 10 U.S.C. §§371-382).

These prohibitions are applicable to any support the USAF provides to ADEM through its Air Force auxiliary, CAP. Under CAP Regulation 900-3, paragraph 3, CAP corporate activities have been similarly limited. Prohibited activities include, but are not limited to the following: surveillance of persons and/or activities; search and/or seizure; arrest, apprehension or similar activities; interdiction of a vehicle, vessel or aircraft or other similar activity. (See DODD 5525.5, paragraph 4.1.3). No law enforcement missions are contemplated or authorized by this MOU.

(d) 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 (and when performing AFAMs, USAF) may decline or suspend CAP missions for any reason, including but not limited to safety, risk, and liability concerns.

4. Requesting Missions - In General. Any and all mission requests may be submitted to Civil Air Patrol's CAP National Operations Center (NOC) at 888.211.1812. However, the fastest means of obtaining emergency mission authorization is by contacting the Air Force organizations directly using the telephone numbers indicated in paragraphs 5.a, b, and c below.

5. Requesting Missions from the United States Air Force. The following activities are AFAMs when requested by ADEM, authorized by designated an Air Force agent for CAP-USAF as identified below; and assigned an Air Force mission number. For guidelines on reimbursement for mission-related expenses, consult paragraph 9.

a. Air and Ground Search and Rescue (SAR) Operations. When CAP assistance for SAR operations is needed, ADEM may contact the Air Force Rescue Coordination Center (AFRCC) at 800. 851.3051 to request Air Force mission authorization. CAP SAR resources may be activated and assigned by AFRCC to search for, locate, and relieve a distress situation, including overdue aircraft, emergency locator transmitters (ELTs), and persons in distress. AFRCC will only approve such a mission to support life-saving efforts when ADEM has no other adequate resources readily available.

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. When CAP assistance is needed to perform such a mission, ADEM may contact the Air Force Rescue Coordination Center (AFRCC) at 800.851.3051 to request Air Force mission authorization. AFRCC will approve such a mission for support of life saving efforts only when ADEM has no other adequate resources readily available.

c. Disaster Mitigation & Relief (DR) Operations: When CAP assistance is needed for major disasters or emergencies (including all natural and man-made disasters such as hurricanes, floods, tornadoes, major storms, earthquakes, oil spills or other environmental disasters), ADEM may contact the Air Force National Security Emergency Preparedness (AFNSEP) duty officer at 800.366.0051 to request Air Force mission authorization. CAP support for disaster relief may include: search for missing aircraft and persons; damage survey and assessment; radio communications support; and air transport of medical and other equipment or supplies. Air Force mission authorization may be granted by AFNSEP in the event of a Presidential Disaster Declaration or when "imminently serious" conditions exist that require immediate action to save lives, prevent human suffering or mitigate great property damage.

d. SAR/DR Training Missions. SAR/DR training missions/exercises with ADEM may be performed as AFAMs with advance approval by the appropriate HQ CAP-USAF agent. ADEM may request a joint SAR or DR training mission by submitting a CAP Form 10, *Request, Authorization, and Report for Training/Evaluation Missions* to the SD (SD contact information is included in Attachment A.) at least 30 days prior to the activity in order to permit the appropriate HQ CAP-USAF agent. to review the training request. Approved missions will be issued an Air Force mission number.

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. Identifiable missions, tasking procedures, mission authorization, and funding issues will become clearer over time. To obtain the most current information available on policies and regulatory guidance governing CAP HLS missions for the Air Force, ADEM may contact CAP-USAF/XO through the CAP National Operations Center (NOC) at 888.211.1812.

6. <u>Corporate Missions</u>. In addition to Air Force authorized missions, WING may conduct missions for ADEM as a federally chartered nonprofit corporation consistent with the purposes set forth in 36 U.S.C. 40302 and 10 U.S.C 9443(a)(1) & (2). Corporate missions

include those missions in paragraph 5 that USAF declines, missions that are decertified by USAF, and any other missions that CAP performs consistent with its charter and federal law. CAP's use of resources for corporate missions is subject to the laws and regulations governing the use of federally provided or purchased assets by a nonprofit corporation (10 U.S.C. §9443(b)). For guidelines on reimbursement for mission-related expenses, consult paragraph 9. CAP corporate missions are not covered by either FTCA nor the FECA. CAP's general liability insurance policies cover CAP corporate missions. During the time the ARIZONA WING is performing a mission requested by ADEM without an Air Force mission authorization, the state provides coverage as described in attachment C.

7. **Requesting Missions from CAP.** ADEM may request corporate missions by calling the CAP National Operations Center (NOC) at 888.211.1812 and obtaining a corporate mission number. Reimbursement will be made in accordance with this paragraph and paragraph 9. Corporate missions may include, but are not limited to:

a. Aerial Reconnaissance of Ground Conditions and Surface Traffic for ADEM. This may include visual or photographic reconnaissance of wildlife, land, forests, roadways and waterways, etc. (Note: in the event of an "environmental disaster," ADEM may be able to request Air Force mission authorization in accordance with the procedures under paragraph 5c above). See paragraph 3b(2)(c) above. Participation of ADEM personnel in these aerial reconnaissance missions is discussed in paragraph 7b below.

b. Agency Crewmembers. ADEM may request CAP aircraft and aircrew as an aerial platform from which ADEM officials may perform "aerial work," as "crew members." "Aerial work" includes missions such as aerial reconnaissance of ground conditions (discussed in paragraph 7a above) or operation of an airborne repeater. ADEM officials may be authorized to fly aboard CAP aircraft in accordance with CAPR 60-1, paragraph 2-6(j), CAP Flight Management. ADEM officials performing aerial work or duty in the aircraft during flight are crewmembers and not "passengers" (14 C.F.R. §119.1(e)(4).)

c. 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 FAA restrictions. (Note: Transport missions may be funded by the CAP pilot or ARIZONA WING but such missions may be limited due to availability of funding):

(1) Human Organs, Tissues, and Medical Supplies. If AFRCC is unable to issue Air Force mission authorization under paragraphs 5b or c above, CAP may still perform missions to transport organs, tissues, medical supplies at request of ADEM for

humanitarian reasons without accepting reimbursement or payment of any kind from outside sources.

(2) ADEM Officials/Other Non-CAP Passengers. CAP may transport ADEM officials and other non-CAP passengers approved in accordance with CAPR 60-1, paragraph 2-6, *CAP Flight Management*.

8. <u>Command, Control, Coordination and Cooperation</u>:

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 ARIZONA WING and ADEM agree to maintain continual and effective communication and coordination among themselves, ARIZONA's Adjutant General's Air Force Emergency Preparedness Liaison Officer (EPLO), and, when performing AFAMs, the CAP-USAF SD. This coordination should facilitate the training necessary for effective CAP participation with **ARIZONA** emergency service personnel in disaster relief missions.

9. <u>Reimbursement</u>. Reimbursement to WING for missions will be as follows:

a. Reimbursement for Air Force Missions: Missions assigned to CAP by the Air Force in accordance with paragraphs 5a-d will be reimbursed with Federal appropriated funds in accordance with established procedures. Unless agreed in writing, Homeland Security missions assigned under paragraph 5e will be reimbursed by ADEM as discussed in paragraph 9b below.

b. Reimbursement for Corporate Missions. When ADEM reimbursement is required by ARIZONA WING for missions performed under paragraphs 5e and 6, such reimbursement shall be limited to the rates mutually established by ADEM and ARIZONA WING . The current Cessna 182 rate is $79 per hour. This rate includes fuel and oil and may be increased/decreased due to fluctuating fuel prices when both parties agree. Additionally, automobile fuel and oil will be reimbursed at actual cost.

c. Restrictions on Billing. Dual payment/compensation or double billing is prohibited and may not be requested or accepted. For example, if ARIZONA WING receives or is offered state funds for aircraft operating expenses (fuel, oil, maintenance), ARIZONA 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).

d. Administration/Mission/Facility Financial Support. The STATE agrees to pay ARIZONA WING, CIVIL AIR PATROL, INC. for services to be performed, under paragraphs 6 & 7, the sum appropriated by the State Legislature for this purpose. The state shall on July 15th, or soon thereafter as possible, pay to Arizona Wing the first quarterly payment and subsequent payments hereunder shall be made by the State to ARIZONA WING on or before the 15th day on the first month of each subsequent quarter (i.e., Oct 15, Jan 15, April 15). If for any reason the legislature ceases to appropriate funds for this purpose, this agreement shall terminate. The State will continue to provide office space, when available, for Arizona Wing to conduct its business. The financial records of the wing will be available to the State Auditors upon written notification to the Commander, Arizona Wing, Civil Air Patrol, Inc. Separate independent external audits are not required.

e. Financial Reports. Arizona Wing will provide a quarterly financial statement to the State on the 10th day of the first month of each subsequent quarter, (i.e. October 10, January 10, and April 10).

10. <u>Liabilities: Insurance, Workers Compensation & Related Matters</u>. State protections afforded CAP and its members such as workers compensation and/or liability protection are set forth in Attachment C.. CAP third party liability and personal injury coverage available to the corporation and its members are generally outlined in CAP Regulation 900-5.

a. Performance of Air Force Assigned Missions. CAP "shall be deemed to be an instrumentality of the United States with respect to any act or omission of the Civil Air Patrol, including any member" in carrying out a noncombat mission assigned by the Air Force. (10 U.S.C. §9442(b)(2).) When performing an AFAM, CAP and members are afforded protections under the Federal Tort Claim 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). All claims for personal injury, damage, and/or death arising from an AFAM are subject to administrative claims procedures set forth in applicable federal statutes and regulations. CAP is not deemed an instrumentality of the United States for any missions which are not Air Force-assigned.

b. Performance of Corporate Missions. CAP and its members are not deemed to be instrumentalities of the United States while performing corporate missions. Therefore, FTCA and FECA do not apply. During these missions, 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.*

11. 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 is an interim agreement between the parties which shall be effective for a period of five years from its effective date. The parties acknowledge this MOU may be amended based on issuance of further policy and guidance concerning mission support to civil authorities, especially with regard to HLS missions and funding.

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.

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 B and the addresses below).

12. Arbitration This contract is subject to arbitration to the extent required by A.R.S. 12-151B.

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

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

Arizona Wing, CAP

State of Arizona,
Division of Emergency Management

by_____

John J. VarljenColonel, CAP
Dated: _____
Commander

by_____

Louis B. Trammell
Deputy Director Dated: _____

Registration No. _____

Attachments:

A Contact Information
B Table: CAP Missions and Pilot Limitations
C State Protections Afforded CAP & Members

References:

United States Code http://uscode.house.gov/usc.htm

5 U.S.C. § 8141, Civil Air Patrol Volunteers (Federal Employment Compensation Act)
10 U.S.C. §§371-382, Military Support for Civilian Law Enforcement Agencies
10 U.S.C. §§ 9441 - 9448, (Organization and Management of Civil Air Patrol)
18 U.S.C. §1385, Use of Army and Air Force as posse comitatus
36 U.S.C. §§40301 – 40307, *Civil Air Patrol*
42 USC Ch 68, Disaster Relief, (§§ 5121 through 5204, especially §§5170a, 5170b, 5197(c))

Code of Federal Regulations http://www.gpoaccess.gov/cfr/index.html

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

Department of Defense Issuances http://www.dtic.mil/whs/directives/

DoD [Manual] 4515.13-R, *Air Transport Eligibility*
DoD Directive No. 3025.1, *Military Support to Civil Authorities (MSCA)*

DoD Directive 5525.5, *DOD Cooperation with Civilian Law Enforcement Officials*

Air Force Policy Directives/ Instructions http://www.e-publishing.af.mil/

AFPD 10-8, *Operations - Homeland Security*
AFPD 10-27, *Operations - Civil Air Patrol*
AFI 10-802, *Operations - Military Support to civil Authorities*
AFI 10-2701, *Organization and Function of the Civil Air Patrol*

Civil Air Patrol - United States Air Force Instructions

CAP-USAFI 10-802, *Civil Air Patrol Operations and Training*

CAP Publications http://cap.globalreach.com/index.cfm?nodeID=5285

CAP Regulations - 60 series including:
CAP Regulation 60-1, *Flight Management*
CAP Regulation 60-3, *CAP Emergency Services Training and Operational Missions*
CAP Regulaton 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*
CAP Form 10, *Request, Authorization, and Report for Training/Evaluation Missions*

Attachment A

CONTACT INFORMATION

CIVIL AIR PATROL Contact Information as of 12 October 2004			
MISSION	CONTACT	PHONE & E-MAIL*	ADDRESS
Planning & Miscellaneous	Col John J. Varljen Wing Commander	W:623-856-9964 F:928-472-6200 H:928-468-5000 P: C:928-595-0206 E: azwgcc@cap.gov	Hq. AZ Wing CAP Attn: CC 7383 N. Litchfield Rd. Suite 1175 Luke AFB, AZ 85547-1175
Planning & Miscellaneous- AFAM	CAP-USAF State Director of Liaison Services (SD): Michael "ET" Holm	W:623-856-8234 F:623-856-7699 H: P: C: E:et.holm@luke.af.mil	Hq. AZ Wing CAP- Attn: SD 7383 N. Litchfield Rd. Suite 1175 Luke AFB, AZ 85309-1175
Search and Rescue (MOU paragraph 5a)	Air Force Rescue Coordination Center (AFRCC) at	W: 800.851.3051 DSN: 574.8119/8112 F: 757.764.8128 DSN: 574.8128 E:	Air Force Rescue Coordination Center 30 Elm Street, Suite 116 Langley AFB, VA 23665-2789
Mercy Missions (MOU Paragraph 5b)	Air Force Rescue Coordination Center (AFRCC) at	W: 800.851-3051 DSN: 574.8119/8112 F: 757.764.8128 DSN: 574.8128 E:	Air Force Rescue Coordination Center 30 Elm Street, Suite 116 Langley AFB, VA 23665-2789
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 E:	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): Michael "ET" Holm	W: 623-856-8234 F 623-856-7699 H: P: C: E: et.holm@luke.af.mil	Hq AZ Wing CAP Attn: SD 7383 N. Litchfield Rd. Suite 1175 Luke AFB, AZ 85309-1175
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	
Corporate Missions (MOU Paragraph 6.)	Col John J. Varljen Wing Commander	W: 623-856-9964 F: 928-472-6200 H: 928-468-5000 P: C: 928-595-0206 E: azwgcc@cap.gov	Hq. AZ Wing CAP Attn: CC 7383 N Litchfield Rd Suite 1175 Luke AFB, AZ 85309

Attachment A, Continued

CONTACT INFORMATION

STATE AGENCY Contact Information as of 12 October 2004			
MISSION	CONTACT	PHONE & E-MAIL*	ADDRESS
Planning & Miscellaneous	Jan Lindner	W: 602-392-7544 F: 602-231-6206 H: P: C: E:	AZ Div of Emergency Mgt 5636 E. McDowell Rd. Phoenix, AZ 85008
Billing	James Langston	W: 602-231-6220 F: 602-231-6226 H: P: C: E: james.Langston@azdema.gov	AZ Div of Emergency Mgt 5636 E. McDowell Rd. Phoenix, AZ 85008
Operations	James Langston	W: 602-231-6220 F: 602-231-6226 H: 480-497-1027 P: C: 602-920-0167 E: james.Langston@azdema.gov	AZ Div of Emergency Mgt 5636 E. McDowell Rd. Phoenix, AZ 85008

Attachment B

TABLE: CAP MISSIONS AND PILOT LIMITATIONS

(See following page.)

*

ATTACHMENT C

STATE PROTECTIONS AFFORDED CAP & MEMBERS

1. Arizona State Workers Compensation.

2. Arizona State tort claims protection; this also covers volunteer worker when their names are maintained on a certified roster by the volunteer organization and coordinated with the Arizona Division of Emergency Management.

Arizona Wing, CAP

by _____

John J. Varljen, Colonel, CAP
Dated: 11/23/04
Commander

State of Arizona,
Division of Emergency Management

by _____

Louis B. Trammell
Deputy Director Dated: 2/2/5

Registration No. 04-001-SWR-AZ-EMA

Attachments:

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References:

United States Code http://uscode.house.gov/usc.htm

5 U.S.C. § 8141, Civil Air Patrol Volunteers (Federal Employment Compensation Act)
10 U.S.C. §§371-382, Military Support for Civilian Law Enforcement Agencies
10 U.S.C. §§ 9441 - 9448, (Organization and Management of Civil Air Patrol)
18 U.S.C. §1385, Use of Army and Air Force as posse comitatus
36 U.S.C. §§40301 – 40307, *Civil Air Patrol*
42 USC Ch 68, Disaster Relief, (§§ 5121 through 5204, especially §§5170a, 5170b, 5197(c))

Code of Federal Regulations http://www.gpoaccess.gov/cfr/index.html

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

Department of Defense Issuances http://www.dtic.mil/whs/directives/

DoD [Manual] 4515.13-R, *Air Transport Eligibility*
DoD Directive No. 3025.1, *Military Support to Civil Authorities (MSCA)*