

**MEMORANDUM OF UNDERSTANDING
BY AND AMONG
CIVIL AIR PATROL-UNITED STATES AIR FORCE
AND
ARIZONA DIVISION OF EMERGENCY MANAGEMENT**

1. **Purpose.** The purposes of this Memorandum of Understanding (MOU) are to set forth, define and establish mutual agreements, understandings, and obligations by and between the **Arizona Division of Emergency Management (AZDEM)**, and **Arizona Wing** of the Civil Air Patrol (**AZWG**) and to confer Air Force assigned mission status to certain missions performed by **AZWG** for **AZDEM**.
2. **CAP-USAF.** Civil Air Patrol-United States Air Force (CAP-USAF) is a component of the United States Air Force and is the agent of the Secretary of the Air Force authorized to confer Air Force assigned mission status to certain missions performed by Civil Air Patrol (CAP). Approval of this MOU by the CAP-USAF Commander serves to confer Air Force assigned mission status upon missions listed in paragraphs 5 and 6 when conducted in accordance with regulations issued pursuant to 10 U.S.C. 9448. Air Force assigned mission status serves to make the mission subject to the Cooperative Agreement Between the United States Air Force and the Civil Air Patrol and to provide Federal Tort Claims Act (FTCA) and Federal Employees Compensation Act (FECA) coverage to eligible CAP members.
3. **Civil Air Patrol.** CAP is a federally chartered corporation under 36 U.S.C. §§40301-40307, and the volunteer civilian auxiliary of the United States Air Force (USAF) when used to fulfill the noncombatant programs and missions of the Department of the Air Force under 10 U.S.C. §9442. **AZWG** is a subordinate unit of CAP. One of CAP's principal functions is to provide an organization of private citizens with adequate facilities to assist in meeting local and national emergencies (36 U.S.C. §40302(4)). CAP's ability to quickly generate and organize large numbers of highly trained and motivated volunteers with ready access to up-to-date equipment results in extremely cost effective support to government agencies. **AZWG** agrees to provide **AZDEM** with volunteer personnel, equipment and other resources at its disposal to assist **Arizona** and local political subdivisions respond to the missions described in paragraphs 5, 6 and 7.
4. **Arizona Division of Emergency Management.** **AZDEM** is responsible for coordination all emergency operations within **Arizona**, including the selection and utilization of available resources and organizations capable of rendering assistance.
5. **Air Force Assigned CAP Missions Paid For With Federal Appropriated Funds:**

a. Air and Ground Search and Rescue (SAR) Operations. When CAP assistance for search and rescue operations is needed, the **AZDEM** Director, or his her designated agent, shall immediately contact the Air Force Rescue Coordination Center (AFRCC), at 1(800) 851-3051, or DSN 574-8119, and request Air Force reimbursed mission authorization for **AZWG** to initiate emergency support operations. AFRCC may issue Air Force mission numbers in support of life saving efforts only when **AZDEM** has no other adequate resources readily available.

(1) On any AFRCC missions, **AZWG** shall furnish the CAPF 122 data to **AZDEM** the end of each mission day and will try to furnish much other documents as requested. This will not include ELT missions.

b. Disaster Relief (DR) Operations. When CAP assistance is desired in major disasters **AZDEM** should immediately contact the Air Force National Security Emergency Preparedness (AFNSEP) duty officer, at 1-800-366-0051, or DSN 367-4342, to request authorization for **AZWG** to initiate emergency response operations. AFNSEP may grant such authorization in “imminently serious” situations requiring immediate action in order to save human life, prevent human suffering, and or mitigate great property damage, or in “Presidential Declared” disasters. A verbal request for CAP disaster relief assistance must be followed as soon as possible by a written request to AFNSEP.

6. Air Force Assigned CAP Missions Not Paid For With Federal Appropriated Funds:

a. Air and Ground Search and Rescue (SAR) Operations. In the event AFRCC declines to grant authorization under paragraph 5a above, **AZWG** may nevertheless conduct SAR operations as an Air Force assigned mission if so requested by **AZDEM**.

b. Disaster Relief (DR) Operations. In the event AFNSEP declines to grant authorization under paragraph 5.b., **AZWG** may nevertheless perform disaster relief operations as an Air Force assigned mission, when requested by **AZDEM**.

c. Environmental Protection Operations. **AZWG** may assist **Arizona** through **AZDEM**, to respond to environmental disasters. In addition, at the request of **AZDEM**, **AZWG** may conduct environmental surveys of rivers, forests, and or wildlife.

d. State and Regional Disaster Airlift (SARDA) Operations. **AZWG** may conduct appropriate training and may engage in SARDA missions in support of governing FAA programs.

e. Organ and Tissue Transplantation Operations. At the request of **AZDEM**, **AZWG** may fly missions to transport human organs and or tissue, including organs, bone marrow, blood, and serum, as humanitarian missions. CAP shall only conduct such missions in situations where alternative commercial means of transportation are not readily available.

f. Aerial Reconnaissance. At the request of **AZDEM**, **AZWG** may conduct aerial reconnaissance of ground conditions and surface traffic. CAP members may not however, engage in surveillance or other law enforcement activities.

g. Transportation of Emergency Equipment and Supplies. At the request of **AZDEM**, **AZWG** may provide light air and ground transport of medical supplies, shelters, etc. in response to a state emergency.

h. Radio Communications. At the request of **AZDEM**, **AZWG** may provide radio communications support.

i. Transportation of AZDEM Officials and Other Non-CAP Members. **AZWG** may carry **AZDEM** officials as passengers on CAP Aircraft in conjunction with AF authorized missions. To carry any other non-CAP passenger aboard a CAP flight approval must be obtained from HQ CAP-USAF/XO (CAPR 60-1 A or B missions) or HQ CAP/DO (CAPR 60-1 C missions).

7. Corporate Missions. No corporate missions are created by this agreement but may be created *de facto* in the event a mission is authorized by the Air Force and decertified after being flown. Corporate missions may be created by a supplemental written agreement signed by **AZWG**, **AZDEM** and CAP National Headquarters. When performing a Corporate Mission, CAP functions as a federally chartered nonprofit corporation under 10 U.S.C. §9443 and not as the volunteer civilian auxiliary of the Air Force. Corporate Missions are not covered by either the FTCA nor the FECA. CAP's aviation and general liability insurance policies cover CAP corporate missions. During the time CAP is performing a mission requested by the **AZDEM** without an Air Force mission authorization, the state provides the following coverages:

(1) State Worker's Compensation insurance.

(2) State tort claims protection; this also covers volunteer workers when their names are maintained on a certified roster by the volunteer organization and coordinated with the **AZDEM**.

8. Commands and Control:

a. Immediate command and control over all CAP resources and personnel employed in accordance with this MOU, shall rest with CAP at all times. CAP, **AZWG**, **AZDEM**, or, if an Air Force assigned mission, CAP-USAF may suspend or terminate CAP missions conducted pursuant to this MOU, at any time and for any reason, including but not limited to, unsafe operating conditions. All CAP operations conducted pursuant to this MOU shall be conducted in strict accordance with applicable CAP directives.

b. Both **AZWG** and **AZDEM** agree to maintain continual and effective liaison with the Air Force Emergency Preparedness Liaison Officer (EPLO) assigned to Arizona's Adjutant

General's Office and with the CAP liaison officer assigned to **AZWG** in order to ensure the training necessary for effective CAP participation in disaster relief missions is made available to, and is fully utilized by, both **AZWG** and **AZDEM**.

9. **Pilot and Aircraft Requirements.** If **AZWG** seeks payment or reimbursement from **AZDEM** the pilot in command (PIC) must hold a commercial pilot certificate with appropriate category and class ratings for the aircraft to be used in the operation and a valid second-class medical certificate. The PIC must also hold an instrument rating except when conducting day VFR flights within 50 nautical miles of the departure airport. The aircraft must be maintained and have 100-hour and annual inspections performed in accordance with FAR parts 43 and 91.
10. **Payment or Reimbursement for Air Force Assigned Missions.** If AFRCC or AFNSEP authorizes a mission paid for with Federal appropriated funds, **AZWG** shall not seek any additional payment or reimbursement from **AZDEM**; dual payment or compensation may not be requested. If the mission is conducted as an Air Force assigned non-reimbursed mission, the **AZDEM** shall reimburse the **AZWG** the aircraft reimbursement rate in accordance with the hourly rate set forth in CAPR 173-3, a current copy of which is located at Attachment 1. Charges will be submitted on CAP Form 108.
11. **Effective Date.** This Memorandum of Understanding is not effective unless approved by HQ-CAP and CAP-USAF. It must be signed by an authorized representative of the State of **Arizona**, and shall remain in effect for a period of three years from its effective date. It may be extended for additional three-year periods with the approval of the **AZWG** and the **AZDEM**. Any signatory may terminate this agreement by delivering a sixty-day written notice of termination, signed by its designated representative, to the designated representatives of each of the other signatories. The term of this Agreement shall be from July 1, 2000 through June 30, 2003 for which period the State agrees to pay **AZWG** for services to be performed hereunder, the sum appropriated by the State Legislature for this purpose. The State shall, on July 15, or as soon thereafter as possible, pay to **AZWG** the first quarterly payment. Subsequent payments hereunder shall be made by the State to **AZWG** on or before the 15th day on the first month of each subsequent quarter (i.e. October 15, January 15, and 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 for **AZWG** to conduct its business. The financial records of the **AZWG** will be maintained for five years after termination or expiration of this agreement and will be available to the State Auditors upon written notification to the Commander, **AZWG**.

a. **Appropriated Funds.** Appropriated funds provided by **AZDEM** will be used by **AZWG** in support of AFRCC and **AZDEM** requested missions.

12. **Financial Reports.** **AZWG** 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).

13. Non-Discrimination. Both the **AZWG** and the **AZDEM** shall comply with State Executive Order No. 75-5, which mandate that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act. Both the **AZWG** and the **AZDEM** shall take affirmative action to ensure that applicants for employment, employees, and persons to whom it provides services, are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

14. Cancellation. The State may cancel this Memorandum of Understanding (MOU) without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the MOU on behalf of the State is or becomes, at any time while the contract or any extension of the MOU is in effect, an employee of, or a consultant to any other party to this MOU with respect to the subject matter of the MOU. Such cancellation shall be effective when the parties to this MOU receive written notice from the Governor unless the notice specifies a later time.

15. Arbitration. This contract is subject to arbitration to the extent required by A.R.S. 12.1518B.

**CIVIL AIR PATROL
ARIZONA WING**

**ARIZONA DIVISION OF
EMERGENCY MANAGEMENT**

By : _____
James A. Mooney , Col., CAP
Commander, Arizona Wing

By : _____
Michael Austin
Director

Date _____

Date _____

CAP EXECUTIVE DIRECTOR

HEADQUARTERS CAP-USAF

By : _____
Robert L. Brooks, Col., CAP
Executive Director, CAP

By : _____
Albert A. Allenback, Col., USAF
Commander

Date _____

Date _____