

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CIVIL AIR PATROL BY AND THROUGH ITS ALASKA WING  
AND  
THE STATE OF ALASKA  
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS  
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT**

**1. Purpose.** STATE OF ALASKA, Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management (DHS/EM) 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 (DHS/EM) 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 All previous MOU(s) between CAP and (DHS/EM) are superseded by this agreement. *NOTE: No Counterdrug (CD) missions are authorized by this MOU.*

**2. Parties.** This MOU is between CAP, by and through its ALASKA WING (AKWG), and Alaska Department Of Military and Veterans Affairs, Division of Homeland Security and Emergency Management (DHS/EM).

**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 agency 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 agency in any branch of the Federal Government. Only the 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) Alaska Wing, CAP.** AKWG is an administrative subdivision of CAP and not a separate legal entity from CAP. CAP is generally organized along geographic lines and AKWG's jurisdiction is defined by the boundaries of the state. Missions under this MOU will be performed by AKWG. 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," 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. AKWG may use CAP members of units from outside of AKWG or Alaska to perform missions under this MOU. All CAP members shall be deemed members of AKWG 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. State of Alaska.**

(1) **State of Alaska, Department of Military and Veterans Affairs (DMVA), Division of Homeland Security and Emergency Management (DHS/EM).** The Division of Homeland Security and Emergency Management's (DHS/EM) mission is to *"provide critical services to the State of Alaska to protect lives and property from terrorism and all other hazards, and develops a culture of emergency preparedness and provides rapid recovery from all disasters."*

The organization of DHS/EM is outlined by AS 26.20.025, and describes the scope of DHS/EM. The duties of DHS/EM are outlined by AS 26.23.040 and the following are integral to this MOU;

*(b) The Alaska division of homeland security and emergency management shall play an integral part in the development and revision of local and interjurisdictional disaster plans prepared under AS 26.23.060 . To this end, it may employ or otherwise secure the services of professional and technical personnel capable of providing expert assistance to political subdivisions, their disaster agencies, and representatives of interjurisdictional disaster planning and service areas. These personnel shall consult with political subdivisions and agencies on a regular basis and shall make field examinations of the areas, circumstances, and conditions to which particular local and interjurisdictional disaster plans are intended to apply and may suggest or require revisions.*

*(c) In preparing and maintaining the state emergency plan, the Alaska division of homeland security and emergency management shall seek the advice and assistance of local government, business, labor, industry, agriculture, civic and volunteer organizations and community leaders. In advising local and interjurisdictional disaster planners, the office shall encourage them also to seek advice from these sources.*

*(d) The state emergency plan or any part of it may be incorporated in regulations or orders of the Alaska division of homeland security and emergency management. Regulations and orders of the Alaska division of homeland security and emergency management have the force and effect of law.*

**(2) Other State or Local Agencies.** Other agencies of ALASKA or local government agencies within ALASKA 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 attach a copy of this MOU.

**(3) State of Alaska-AKWG Relationship.** The statutory relationship between State of Alaska (DHS/EM) and AKWG, for the purposes of this MOU is set forth in [AS 26.23.040. (11) (c) *In preparing and maintaining the state emergency plan, the Alaska division of homeland security and emergency management shall seek the advice and assistance of local government, business, labor, industry, agriculture, civic and volunteer organizations and community leaders. In advising local and interjurisdictional disaster planners, the office shall encourage them also to seek advice from these sources.*

### **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.** AKWG assistance to DHS/EM may include, and is not limited to: aerial missions such as reconnaissance to search for victims, damage assessments, **wildlife, waterways, roadways** or environmental surveys utilizing visual, photographic, digital, and video techniques; airborne communications support; and airlift (subject to regulatory restrictions discussed in paragraph 3b). 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.** DHS/EM 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 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 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."

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.

a. CAP assistance to law enforcement agencies which may lead to criminal prosecution is restricted to patrol, reconnaissance, communications relay and reporting only. Requests for such assistance, unless of an emergency nature, must be approved in advance by the wing and region commanders and coordinated with NHQ/DO via the CAP National Operations Center (NOC) at 888.211.1812 or opscenter@capnhq.gov. All CAP flights will be in accordance with CAPR 60-1, *CAP Flight Management*.

**(CAPR 900-3 paragraph 3a.)**

**(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 are 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. Reimbursement will be made in

accordance with this paragraph and paragraph 7. 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.** 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 Alaska Rescue Coordination Center (AKRCC) at 907-551-7230.

**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). 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 DPS.** This may include visual or photographic reconnaissance of wildlife, land, forests, roadways and waterways, etc. (Note: In the event of an "environmental disaster," DHS/EM may be able to request an AFAM in accordance with Attachment AF). Participation of DHS/EM personnel in these aerial reconnaissance missions is discussed in paragraph 5g below.

**g. Agency Crewmembers.** DHS/EM may request CAP aircraft and aircrew as an aerial platform from which DHS/EM officials 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. DHS/EM officials may be authorized to fly aboard CAP aircraft in accordance with CAPR 60-1. DHS/EM officials performing aerial work or duty in the aircraft during flight are crewmembers and not "passengers."

**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 FAA restrictions. (Note: Transport missions may be funded by the CAP pilot or AKWG 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, and/or medical supplies at request of DHS/EM for humanitarian reasons without accepting reimbursement or payment of any kind from outside sources.

**(2) DHS/EM Officials/Other Non-CAP Passengers.** CAP may transport DHS/EM officials and other non-CAP passengers approved in accordance with CAPR 60-1.

#### **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 AKWG and DHS/EM agree to maintain continual and effective communication and coordination to facilitate the training necessary for effective CAP participation with ALASKA emergency service personnel in disaster relief missions.

#### **7. Reimbursement.** Reimbursement to AKWG for missions will be as follows:

**a. Reimbursement for Corporate Missions.** When DHS/EM reimbursement is required by AKWG 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, 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 AKWG receives or is offered state funds for aircraft operating expenses (fuel, oil, maintenance), AKWG 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.** State protections afforded CAP and its members such as workers compensation and/or liability protection, if any, are set forth in Attachment D.

**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. 8141) do not apply.

## **9. Air Force Provisions.**

**a.** The subject MOU is between CAP Corporation and State of Alaska, Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management (DHS/EM) 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 DoD 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 from the federal government.

## **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 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 (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  
105 S Hansell Street  
Maxwell AFB, AL 36112

Department of Military and Veterans Affairs  
Division of Homeland Security and Emergency Management  
PO Box 5750  
Ft Richardson, AK 99505

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

**Alaska Wing Civil Air Patrol**

**State of Alaska Department of Military and  
Veterans Affairs**

BY John A. Salvador  
John A. Salvador  
Chief Operating Officer

BY Mike O'Hare  
Mike O'Hare  
Director DHS/EM

DATED: 27 June 2017

DATED: June 28, 2017



Attachments:

- AF Untitled AF Involvement Attachment
- A Contact Information
- B Table: CAP Missions and Pilot Limitations
- C CAP Regulation 173-3, *Payment for Civil Air Patrol Support*, Attachment 1, Reimbursement Rates
- D State Protection

References:

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

United States Code <http://uscode.house.gov/search/criteria.shtml>  
10 U.S.C. §§ 9441 - 9448, (Organization and Management of Civil Air Patrol)  
36 U.S.C. §§40301 – 40307, *Civil Air Patrol*

CAP Publications [http://www.capmembers.com/forms\\_publications\\_regulations/indexes-regulations-and-manuals-1700/](http://www.capmembers.com/forms_publications_regulations/indexes-regulations-and-manuals-1700/)

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*

Alaska Statutes <http://www.touchngo.com/lglcntr/akstats/Statutes.htm>

- AS 09.65.090(b) Civil Liability for Emergency Aid
- AS 09.65.091(a) Civil Liability for Responding to Disaster
- AS 18.60.120 Search and Rescue Parties
- AS 18.60.125 Civil Immunity
- AS 18.60.130 Expenses of Search and Rescue Parties
- AS 18.60.146 Civil Air Patrol
- AS 23.30.244 Emergency and Disaster Relief Forces as State Employees
- AS 26.20.025 Creation and Duties of the Alaska Division of Homeland Security and Emergency Management
- AS 26.23.040 Homeland Security Duties of the Alaska Division of Homeland Security and Emergency Management
- AS 26.20.140 Immunity of Government, Employees, and Authorized Volunteers or Other Persons

**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 Alaska Rescue Coordination Center (AKRCC) at 907-551-7230.

**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 Alaska Rescue Coordination Center (AKRCC) at 907-551-7230.

**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 Agency. For more information on how to request a SAR/DR training mission, contact the appropriate Assistant Director of Operations.

**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

**CIVIL AIR PATROL  
CONTACT INFORMATION**

<b>CIVIL AIR PATROL</b>			
Contact Information as of			
<b>MISSION</b>	<b>CONTACT</b>	<b>PHONE &amp; E-MAIL*</b>	<b>ADDRESS</b>
Emergency Services Pre-coordination MOU Para 5b,d,g,h	Maj Stephen Sammons AKWG/DOS	C:907-250-3931 T:907-250-3931 E: Stephen.sammons@akwg.cap.gov	
Alert Officer/IC MOU Para 5a,c,d,f,g	On-Call Incident Commander	1(907) 312-2352	
AKWG Commander	Col Carl Brown	907-223-3361 Carl.brown@akwg.cap.gov	
AKWG Administrator	Karen Bowen Senior Wing Administrator	W: 907-551-3137 F: 907-202-8361 E: Karen.bowen@akwg.cap.gov	AKWG HQ PO Box 6014 JBER, AK 99506
AKWG Administrator	Gabby Riffman Senior Wing Administrator	W: 907-551-3145 F: 907-202-8361 E: gabby.riffman@akwg.cap.gov	AKWG HQ PO Box 6014 JBER, AK 99506
CAP/USAF	Hal Gary Assistant Director of Operations DET 8, CAP/USAF/PLR	DSN: 317-552-3520 O: 907-552-3520 F: 907-552-1986 E: Harold.gary@us.af.mil	
AKRCC	Alaska Rescue Coordination Center	DSN: 317-551-7230 O: 907-551-7230 E: ak.rec@us.af.mil	
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 AGENCY  
CONTACT INFORMATION**

<b>Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management</b>			
Contact Information as of			
MISSION	CONTACT	PHONE & E-MAIL*	ADDRESS
Liaison Officer	Amanda Loach AK DHS/EM Community Resilience Planner and Liaison Officer	W: 907-428-7047 C: 907-699-2210 E: Amanda.loach@alaska.gov Amanda_Loach@ak- prepared.com	Alaska Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505
Operations Section	Kerry Seifert AK DHS/EM Response/Operations Section Emergency Management Specialist	W: 907-428-7063 F: 907-428-7095 C: 907-350-6266 E: Kerry.seifert@alaska.gov	Alaska Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505
Director	Mike O'Hare AK DHS/EM Director	W: 907-428-7066 C: 907-529-2406 E: mike.ohare@alaska.gov	
Billing	Dale Crum AK DHS&EM Admin Ops Mgr I	W: 907-428-7005 F: 907-428-7005 H:907-746-7723 C:907-841-8050 E: dale.crum@alaska.gov	

Attachment B

**TABLE: CAP MISSIONS AND PILOT LIMITATIONS**

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
Air Force Assigned Missions (A/AMs)	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(c)
		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(e); 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(e); 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(e); FAR 119.1(e)(4); FAA Interpretation

Attachment B

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

						1997-23
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 LAW CAPR 53-7, AFROTC, AFJROTC Orientation Flights	Pilot, CAP Cadets, AFROTC Cadets, AFJROTC Cadets	A AF Reimbursed	Corporate Owned	Private Pilot	Fuel, Oil, Supplemental Oxygen, Fluids, Lubricants, Servicing, Maintenance, Per Diem	Exemption 6771
			Member Furnished	Private Pilot	LAW CAPR 173-3	
		B Not Reimbursed	Corporate Owned	Private Pilot	Fuel, Oil, Supplemental Oxygen, Fluids, Lubricants, Servicing, Maintenance, Per Diem	
			Member Furnished	Private Pilot	LAW CAPR 173-3	
		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
Transportation	Passengers or Non-CAP Property	A & B Reimbursed Or C Not Reimbursed	Any	Private Pilot	See Note 1	FAR 61.113(e), 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 receive reimbursement, but pilot may log flight time.

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

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

AMENDED -- 11 October 2016 - ICL 17-01

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CAPR 173-3 ATTACHMENT 1 1 OCTOBER 2015

**Attachment 1 – Aircraft Flying Hour Maintenance Payment Rates**

The rates in these tables are calculated from actual reported maintenance expenses for CAP aircraft. Many factors, such as aircraft age, Airworthiness Directives, design and model, affect CAP expenditures for maintenance. 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 maintenance funds paid to the wing. In addition, the Category "B" and "C" maintenance mission funds collected by these wings must be forwarded to NHQ so the funds can be used to maintain the wing's aircraft.

11 October 2016  
**Effective 1 October 2014**

11 October 2016

**Table 1. "Dry" Hourly Reimbursement Rates for all sorties flown on or after ~~1 October 2014~~ on USAF requested CAP or member-funded missions**

Manuf.	Cessna	Cessna	Cessna	Cessna	Cessna	Gippsland	de Havilland	Maule
Model	172	182	SP 182Q	A185F*	206	GA-8	DHC-2*	MT-7-235
Cost/hr	\$49.00	\$57.00	\$82.00	\$95.00	\$72.00	\$62.00	\$148.00	\$78.00

The above rates include only minor maintenance and are not generally related to engine horsepower because engine expenses are managed under CAP's major maintenance program.

**Table 2. "Dry" Hourly Reimbursement Rates for all sorties flown on or after 1 October 2014 on non-USAF federal, state or local missions funded by external agencies**

Manuf.	Cessna	Cessna	Cessna	Cessna	Cessna	Gippsland	de Havilland	Maule
Model	172	182	SP 182Q	A185F*	206	GA-8	DHC-2*	MT-7-235
Cost/hr	\$65.00	\$75.00	\$90.00	\$130.00	\$111.00	\$100.00	\$18.00	\$123.00

The above rates include both minor and major maintenance expenses like engine replacement expenses that are amortized over the life of the engine.

\* Comprehensive rates for these aircraft types are still under review; though these rates have been adjusted, they do not currently include all maintenance costs.

**Notes:**

1. "Basic Hourly Rate" for single-engine corporate or member-owned/furnished aircraft not listed above: \$49.00.
2. Use of single-engine member-owned or member-furnished aircraft must be approved in advance for all missions.
  - 2.1. 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.
  - 2.2. Use in corporate missions requires approval by the wing/region commander or director of operations/director of emergency services.

Attachment C

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

AMENDED -- 11 October 2016 - ICL 17-01

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CAPR 173-3 1 OCTOBER 2015

2.3. 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 NOC; the NOC will coordinate with the appropriate Air Force approval authority when required for Air Force Assigned Missions (AFAM) and coordinate establishing a reimbursement rate for the aircraft. Wings/regions should send requests well in advance to the NOC at [opscenter@capnhq.gov](mailto:opscenter@capnhq.gov). Once approval has been obtained, the NHQ staff will determine the reimbursement rate and notify the wing/region in writing. Additional requirements for the use of member-owned/furnished aircraft on AFAMs can be found in CAPR 60-1.

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 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. Fuel and lubricants to operate glider winches are reimbursable to the Wing. Supporting receipts must be attached to the WMIRS e108.

8. Aerial Digital Imaging System (ADIS), Advanced Digital Reconnaissance System (ADRS), Satellite Digital Imaging System (SDIS) and Geospatial Information Interoperability Exploitation Portable (GIEEP) Rates. CAP will charge an additional \$65 an hour to operate and maintain ADIS, ADRS, SDIS or GIEEP, but only when supporting missions that are not funded with CAP's annual Congressional appropriation, when members are funding training personally, or when using customer provided (including AFNORTH provided) ADIS, ADRS, SDIS or GIEEP systems that CAP does not support with operations and maintenance funding. The money collected for ADIS, ADRS, SDIS and GIEEP operations from these missions must be forwarded to NHQ for the systems that NHQ provides to the wings. Wings that have purchased their own systems may keep the money, but must comply with specific program income restrictions. This information can be obtained from NHQ/FM. The hourly charge to operate these systems will begin when the aircraft departs to execute the sortie and ends when the aircraft returns. The rate will not be charged on flights to/from the home base and the mission base unless ADIS, ADRS, SDIS or GIEEP operations are conducted en route.

9. 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, or when members are funding training personally. 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 to execute the ARCHER sortie and ends when the aircraft returns. The ARCHER rate will not be charged on flights to/from the home base unless ARCHER operation is conducted en route.

10. Flying hour maintenance will not be charged for sorties flown on approved National Flight Academy and National Glider Academy missions.



Attachment D  
**STATE PROTECTION**

**(1) AS 23.30.244. Emergency and Disaster Relief Forces as State Employees.**

*A resident of this state temporarily engaged as a civilian volunteer in an emergency or a disaster relief function in another state or country who suffers injury or death during the course and within the scope of providing emergency or disaster relief aid is considered an employee of this state for purposes of this chapter if, at the time of the injury or death, the volunteer (1) is an active roster civilian volunteer member of an emergency service organization whose services were requested by the division of homeland security and emergency management in the Department of Military and Veterans' Affairs; (2) is providing services requested by the Department of Military and Veterans' Affairs during a disaster emergency declared under AS 26.20.040 or AS 26.23.020; (3) is not an employee of an agency of the United States, this state, or a political subdivision of this state; and (4) is not otherwise covered for that injury or death by an employer's workers' compensation insurance policy or self-insurance certificate.*

**(2) AS 09.65.090(b) Civil liability for emergency aid**

*A member of an organization that exists for the purpose of providing emergency services is not liable for civil damages for injury to a person that results from an act or omission in providing first aid, search, rescue, or other emergency services to the person, regardless of whether the member is under a preexisting duty to render assistance, if the member provided the service while acting as a volunteer member of the organization; in this subsection, "volunteer" means a person who is paid not more than \$10 a day and a total of not more than \$500 a year, not including ski lift tickets and reimbursement for expenses actually incurred, for providing emergency services.*

**(3) AS 09.65.091(a) Civil Liability for Responding to Disaster**

*A person who provides equipment or services on the request of a police agency, fire department, rescue or emergency squad, or other governmental agency during a state of emergency declared by an authorized representative of the state or local government is not liable for the death of or injury to any person or damage to any property caused by that person's actions, except when the trier of facts finds that the person acted intentionally, recklessly, or with gross negligence.*

**(4) AS 18.60.125 Civil Immunity**

*“A person may not bring a civil action for damages against the state, a political subdivision of the state, or the officers, agents, or employees of the state or a political subdivision of the state for a death, personal injury, or property damage that results from an act or omission in performing or failing to perform activities or duties authorized under AS 18.60.120 - 18.60.175.”*

**(5) AS 26.20.140(b) Immunity of Government, Employees, and Authorized Volunteers or Other Persons.**

*“the state, a district of the state, an employee, agent, or representative of the state or a district, or a volunteer or auxiliary civilian defense worker or member of an agency engaged in civilian defense activity, complying with or reasonably attempting to comply with this chapter or an order or regulation adopted under this chapter, or under an ordinance relating to blackout or other precautionary measures enacted by a district director of the state, is not liable for the death of or injury to persons, or for damage to property, as a result of the activity.”*