



GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Procurement and Logistical Service Branch

3650 Schriever Ave.

Mather, CA 95655

Phone: (916) 845-8313

Fax: (916) 845-8397



April 14, 2008

Colonel Kenneth Parris
CA Wing, Civil Air Patrol
P. O. Box 7688
Van Nuys, CA 91409-7688

Subject: Agreement Number 6005-8

Dear Col. Parris:

In an effort to streamline the way the State of California conducts business, we are in the process of standardizing current contracting procedures and formats. The first step toward achieving this goal is to eliminate unnecessary duplication of agreement language and documentation. You will note that in the new format of the Standard Agreement (STD 213), a copy of the General Terms and Conditions (GTC) is not provided. The GTC are available on the Internet at www.dgs.ca.gov/contracts and may be downloaded and printed for your files. However, if you do not have Internet capabilities, you may request a hard copy by contacting the person listed in the paragraph below.

This Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expedious handling of this Agreement is appreciated. For inquiries regarding this Agreement, please call **Clifford M. Viernes @ (916) 845-8313**.

Complete the following item(s) and return to the address stated above:

- Standard Agreement (STD 213) with attached exhibits.** Sign the first page of the standard agreement package (STD 213) and the additional single STD 213 enclosed. And return for further processing.
- Payee Data Record (STD 204).** No payment can be made unless this form is completed and returned.
- Contractor Certification Clauses (CCC).** The CCC package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. It is available on the Internet site referenced in paragraph one above. Please sign and return the first page of the current CCC. Failure to do so will prohibit the State of California from doing business with your company.
- A copy of your insurance certification** which states coverage will not be canceled without 30 days written notice to the State of California, and which also includes the State of California, its officers, agents, and employees as additional insured.
- Federal Debarment Certification.** To be completed by prospective recipient of Federal assistance funds.


Clifford M. Viernes
Associate Contracts Officer

Attachment(s)

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

| |
|-----------------------------------|
| AGREEMENT NUMBER 6005-8 |
| REGISTRATION NUMBER |

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME
 Governor's Office of Emergency Services
- CONTRACTOR'S NAME
 California Wing, Civil Air Patrol (C.A.P.)
2. The term of this Agreement is: July 1, 2008 through June 30, 2010
 The effective date of this contract is either the start date or the approval date by the Department of General Services, whichever is later. No work shall commence until the effective date.
3. The maximum amount of this Agreement is: \$ 160,000.00
 One Hundred Sixty Thousand dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.
- | | |
|---|---------|
| Exhibit A – Scope of Work | 2 pages |
| Exhibit B – Budget Detail and Payment Provisions | 1 page |
| Exhibit C* – General Terms and Conditions | GTC307 |
| Exhibit D – CAP Mission and Pilot Limitations Spreadsheet | 1 page |
| Exhibit E – Additional Provisions | 1 page |
| Attachment A – Memorandum of Understanding | 6 pages |
| Attachment B – Civil Air Patrol Regulation 173-3 | 9 pages |
| Attachment C – OES Law Enforcement Branch Distress Alert Policy | 9 pages |
| Attachment D – Non-Emergency, CAP CAWG Tasking Agreement | 1 page |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

| | | |
|---|---------------------------|---|
| CONTRACTOR | | <i>California Department of General Services Use Only</i> |
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) California Wing, Civil Air Patrol (C.A.P.) | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Kenneth Parris, Colonel | | |
| ADDRESS P. O. Box 7688 Van Nuys, CA 91409-7688 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME Governor's Office of Emergency Services | | <input type="checkbox"/> Exempt per: |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Peggy Okabayashi, Deputy Director, Administrative Services Division | | |
| ADDRESS 3650 Schriever Ave. Mather, CA 95655 | | |

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| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) California Wing, Civil Air Patrol (C.A.P.) | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Kenneth Parris, Colonel | | |
| ADDRESS P. O. Box 7688 Van Nuys, CA 91409-7688 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME Governor's Office of Emergency Services | | <input type="checkbox"/> Exempt per: |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Peggy Okabayashi, Deputy Director, Administrative Services Division | | |
| ADDRESS 3650 Schriever Ave. Mather, CA 95655 | | |

STATE OF CALIFORNIA
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 STD 213 (Rev 06/03)

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Governor's Office of Emergency Services

CONTRACTOR'S NAME

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| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) California Wing, Civil Air Patrol (C.A.P.) | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Kenneth Parris, Colonel | | |
| ADDRESS P. O. Box 7688 Van Nuys, CA 91409-7688 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME Governor's Office of Emergency Services | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Peggy Okabayashi, Deputy Director, Administrative Services Division | | |
| ADDRESS 3650 Schriever Ave. Mather, CA 95655 | | |

Exempt per:

EXHIBIT A – SCOPE OF WORK

SCOPE OF WORK

1. OES shall make payment of claims submitted by CAP for aircraft maintenance, supplies, repairs that are provided by aircraft which are owned by said CAP as set forth below.
 - A. OES shall pay reimbursement costs for the following listed items not otherwise reimbursed under separate agreement with the US Air Force:
 1. Routine maintenance, inspection and normal overhaul parts involved therein.
 2. Vendor labor involved during the above.
 3. Actual costs of fuel and lubricants incident to the emergency service provided in attached Memorandum of Understanding.
 4. In consideration of services 1-3, the state agrees to pay up to \$80,000.00 per contract year as provided by law in SB 359 (1979) and OES annual budget.
 - B. The State will pay for acquisition of capital equipment items such as radios, directional finders, and maintenance equipment, requested, with written justification, on a quarterly basis, subject to OES review and item-by-item approval. The aforementioned items are to be purchased after item "A" is satisfied and not to exceed the quarterly total of \$20,000 or the annual contracted total of \$80,000.00 as delineated in item "A-4" above.
 - C. OES and CAP will review expenditures of allocated funding quarterly to ensure that adequate reserves are maintained to sustain mission tasking for the remainder of the contract period.
2. CAP agrees to furnish the State with a list of all aircraft owned for which authorized expenditures may be incurred. This list shall be kept current to reflect any changes.
3. CAP agrees to verify that each invoice or billing from the vendor is in accordance with this agreement and that only authorized expenditures may be claimed. Once verified, the invoices shall be mailed to the Office of Emergency Services, 3650 Schriever Ave., Mather, CA 95655 Attention: Accounting Office, for further processing.
4. The State agrees to coordinate with CAP to assure that invoices and running balances are reconciled to preclude any overrun of the authorization.
5. The State agrees to pay the vendor(s) for approved authorization expenditures. The total expenditures shall not exceed the amount to Eighty Thousand dollars (\$80,000.00) per state fiscal year. Total expenditures under this agreement shall not exceed One Hundred and Sixty Thousand dollars (\$160,000.00).
6. OES and CAP CAWG agree on the importance of jurisdictional authority and search and rescue safety in the field. Accordingly, both OES and CAP CAWG adopt as a component of this contract the protocols concerning: OES Law Enforcement Branch Distress Alert Policy Rev September 6, 2004, as set forth in Attachment C.
7. OES and CAP CAWG agree that other state agencies may wish to utilize CAP CAWG resources during non-emergency periods. Accordingly, OES and CAP CAWG adopt as a component of this contract the protocols concerning: Non-Emergency Mission Tasking of Civil Air Patrol Resources by State of California Agencies, Departments and Boards Other Than The Governor's Office of Emergency Services (July 1, 2004), as set forth in Attachment D.
8. The term of the agreement is July 1, 2008, through June 30, 2010, provided funds are made available.

EXHIBIT A – SCOPE OF WORK

9. CAP agrees to maintain sufficient records of expenditures so that a follow-up audit may be conducted by the State Department of Finance.
10. This agreement cannot be assigned by CAP either in whole or part without the written consent of the State.
11. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
12. Memorandum of Understanding by and between the California Wing of Civil Air Patrol and the California Governor's Office of Emergency Services, which is Attachment A by reference, becomes a part of this agreement. Termination of Agreement (6005-8) or the MOU therein, terminates both.
13. The CAP has been identified as a national asset in maintaining Homeland Security. The CAP CAWG is supported by the USAF, through equipment and training, to be ready as a responder to homeland security events. OES and CAP CAWG agree that, should circumstances or an event occur necessitating CAP CAWG asset response in support of California homeland security, they will be tasked in accordance with existing protocol and billing practices as set forth in this MOU and in accordance with CAP USAF and FAA regulations.
14. The CAP CAWG services shall be performed at various locations throughout California, as directed by OES.
15. The CAP CAWG services shall be available on a 24-hour basis.
16. The project representatives during the term of this agreement will be:

| | |
|---|-----------------------------------|
| Governor's Office of Emergency Services | California Wing, Civil Air Patrol |
| Name: Paul Walters | Name: Col. Kenneth Parris |
| Phone: (562) 795-2956 | Phone: (818) 989-8100 |
| Cell: (310) 877-6814 | Fax: (818) 989-8108 |

Direct all inquiries to:

| | |
|--|--|
| Governor's Office of Emergency Services | California Wing, Civil Air Patrol |
| Section/Unit: Contracts Unit | Section/Unit: |
| Attention: Clifford M. Viernes | Attention: Col. Kenneth Parris |
| Address: 3650 Schriever Ave. Mather, CA 95655 | Address: P. O. Box 7688 Van Nuys, CA 91409-7688 |
| Phone: (916) 845-8313 | Phone: (818) 989-8100 |
| Fax: (916) 845-8397 | Fax: (818) 989-8108 |

EXHIBIT B - BUDGET DETAL AND PAYMENT PROVISION

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number (6005-8) and shall be submitted in duplicate not more frequently than monthly in arrears to:

**Governor's Office of Emergency Services
Attention: Accounting Unit
3650 Schriever Ave.
Mather, CA 95655**

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Budget

FY 08/09 = \$80,000.00

FY 09/10 = \$80,000.00
\$160,000.00 (Total not to exceed)

Exhibit D - 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 6771B |
| | Other Passengers | C Reimbursed or Not Reimbursed | Member Furnished See Aerial Work Operations Any | Private Pilot | In accordance with CAPR 173-3 | Exemption 6771B |
| Aerial Work Operations (Aerial imaging, radio relay) | Crewmembers (FAR 1.1) | Any | Any | Private Pilot | Fuel, oil, airport expenditures, or rental fees | FAR 61.113(e) |
| | | B or C Reimbursed or Not Reimbursed | Any | Commercial Pilot or ATP | Any Expenses Authorized by CAP | FAR 119.1(e)(4) |
| | Passengers or Non-CAP Property | Reimbursed | Any | Private Pilot | 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 | FAR 61.113(a), FAR 61.113(c), FAR 119.1(e)(4), FAA Interpretation 1997-23 |
| | | Not Reimbursed | Any | Commercial Pilot or ATP | Any Expenses Authorized by CAP | FAR 119.1(e)(4) |
| Domestic CAP or AFROTC Orientation Flights | Pilot crewmembers, CAP Cadets, AFROTC Cadets | A or B Reimbursed or Not Reimbursed | Corporate Owned | Private Pilot | 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 | Exemption 6771B |
| | | Any | Member Furnished AF Aero Club Owned | Private Pilot | Any Expenses Authorized by CAP | Exemption 6771B |
| Overseas CAP Orientation Flights | Pilot crewmembers, CAP Cadets | Any | Any | Commercial Pilot with Instrument Rating or ATP | In accordance with CAPR 173-3 | Exemption 6771B, CAPR 60-1 Para 3-216) |
| | | A or Not Reimbursed | Any | Private Pilot | 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 | Exemption 6771B FAR 61.113(c) |
| Transportation | Passengers or Non-CAP Property | B or C Reimbursed | Any | Commercial Pilot | Any Expenses Authorized by CAP | Exemption 6771B FAR 119.1 |

EXHIBIT E – ADDITIONAL PROVISIONS

ADDITIONAL PROVISIONS

Insurance:

Contractor hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term:

Sufficient and adequate Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement and agrees to furnish to State satisfactory evidence thereof at any time the State may request the same; and

Sufficient and adequate Liability Insurance to cover any and all potential liabilities and agrees to furnish to State satisfactory evidence thereof upon request by State.

Contractor shall maintain Comprehensive Aviation General Liability Insurance, including without limitation, contractual liability, premises liability, completed operations liability and non-owned aircraft liability covering third party bodily injury or property damage in an amount not less than \$2,000,000.00. Combined Single Limit each occurrence. The policy must include Office of Emergency Services and The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operation under the Contract are concerned. Hangarkeepers' Liability providing adequate limits of protection equal to at least the value of the aircraft being serviced at any given time shall be maintained and shall include coverage both in the hangar and while in-flight.

C.A.P. Audit:

Due to the nature of the monetary transactions contemplated by this Memorandum of Understanding the parties agreed that the financial statements of the California Wing Civil Air Patrol are to be audited annually. Such audit is to be performed in accordance with Generally Accepted Auditing Standards by a Certified Public Accountant licensed to provide such services in the State of California. A copy of the auditor's report will be provided to the designated representative of the Governor's Office of Emergency Services before the expiration of one hundred eighty (180) days from the fiscal year end.

ATTACHMENT A – MEMORANDUM OF UNDERSTANDING

**Memorandum of Understanding
By and Among
The California Wing, Civil Air Patrol
The State of California
By and Through Its
Governor's Office of Emergency Services,
And
Civil Air Patrol – United States Air Force**

1. Purpose.

The purpose of this Memorandum of Understanding (MOU) is to:

- a. Establish mutual agreements, understandings and obligations, by and between the State of California by and through the Governor's Office of Emergency Services (OES) and Civil Air Patrol (CAP) by and through its California Wing (CAWG);
- b. Supersede any and all previous MOU(s) between CAP and OES;
- c. Serve as a formal request for assistance by the State of California to the Secretary of the Air Force (SAF) through the Secretary's representative, Civil Air Patrol – United States Air Force (CAP-USAF) for the missions described in paragraph 7 below; and
- d. Designate the operations described in paragraph 7 below as Air Force assigned missions.

NOTE: No Counterdrug (CD) missions are authorized by this MOU.

2. Civil Air Patrol.

- a. Civil Air Patrol (CAP) is federally chartered corporation under 36 U.S.C. §40301-§40307, and the volunteer civilian auxiliary of the United State Air Force (USAF) when used to fulfill the non-combat programs and missions of the Department of the Air Force. With respect to any act or omission of the CAP, including any member thereof, the CAP shall be deemed to be an instrumentality of the United States when it is engaged in the performance of Air Force-assigned missions in accordance with 10 U.S.C. 9442(b)(1). CAP is not deemed to be an instrumentality of the United States when performing any missions that are not Air Force assigned.
 1. One of CAP's principal functions is to provide an organization of private citizens equipped to respond to local and national emergencies (36 U.S.C. §40302(4)). CAP's ability to quickly organize large numbers of highly trained and motivated volunteers with ready access to up-to-date equipment provides cost effective support to government agencies.
 2. California Wing (CAP CAWG) agrees to provide California with volunteer personnel, equipment, and other resources to assist California and its local political subdivisions (local governments) in responding to the missions described in paragraph 7 below.
 3. California Wing agrees to register all emergency services qualified personnel of the wing as disaster services workers. California Wing also agrees to ensure that CAP personnel from outside of California Wing will be registered as disaster services workers before participating in missions in California. All CAP personnel registered as disaster services workers as set forth in the California Government Code of Chapter 7 of Division 1 of Title 2 (Emergency Services Act) are afforded Privileges and Immunities of Article 17 section 8655, 8656, 8657 (a & b) and as provided in paragraph 4b(4) below. CAP personnel registered as disaster services workers will be issued an identification card by CAWG CAP that designates them as a disaster services worker. It is the responsibility of the Wing, and its subordinate unit commanders, to withdraw these cards from personnel at the time of separation from CAP or upon termination of their service as a disaster services worker.

ATTACHMENT A – MEMORANDUM OF UNDERSTANDING

- b. California Wing is an administrative subdivision of CAP. California Wing support may include aerial missions such as: reconnaissance (e.g. search for victims, damage assessment, or environmental surveys utilizing visual, photographic, digital, and video techniques); airborne communications support; and air transportation (subject to regulatory restrictions). Other support may include: radio communications; manual labor (e.g. filling sandbags for flood control); and ground teams (typically used in search and rescue (SAR) missions). Ground teams are prohibited from participating in CD or other law enforcement missions.

3. CAP-USAF.

CAP-USAF, a subordinate command of Air University, is the Air Force agency responsible for providing advice, assistance and oversight to CAP as the auxiliary of the Air Force. CAP-USAF is the Air Force agency that will coordinate or approve using the CAP to carry out the non-combat missions of the Air Force. Acceptance of the executed MOU by the CAP-USAF Commander serves only to confer Air Force assigned mission status to those missions described in paragraph 7 when they are 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 provides Federal Tort Claims Act (FTCA) and Federal Employees Compensation Act (FECA) coverage to eligible CAP members. (10 U.S.C. 9443(b)(2), 5 U.S.C. 8141.)

4. USAF.

Notwithstanding any reference to the United States Air Force or any agents thereof in this agreement the Air Force is not a party to this agreement and is not bound by its terms. Any missions to be performed as Air Force assigned missions (AFAM's) must be requested by OES to the Air Force through the offices of AFRCC, AFNSEP, and/or CAP-USAF.

5. Governor's Office of Emergency Services.

OES, acting by authority of and on behalf of the State of California, under the provisions of the Emergency Services Act (Chapter 7 Division 1 of Title 2 CGC) is responsible for coordinating all emergency operations within California, including the selection and utilization of available resources and organizations capable of rendering assistance.

- a. Point of Contact. There will be but one Point of Contact (POC) of California authorized to request CAP assistance, although requesting agencies may be billed separately, upon request. Unless otherwise advised, the California POC and billing will be as follows:

Point of Contact (POC)

Paul Walters
OES Law Enforcement Branch
Phone: (562) 795-2956
Cell: (310) 877-6814

Billing

Governor's Office of Emergency Services
Attn: Accounting Unit
3650 Schriever Ave.
Mather, CA 95655

- b. Worker's Compensation. To the extent allowed by law, the State of California shall provide Worker's Compensation insurance to CAP under the Disaster Services Worker Program (See paragraph 2(a)(3) above.) as defined by California Labor Code § 3211.92. Said worker's compensation coverage shall apply:
1. On missions performed at the request of OES or a local disaster council.
 2. On missions performed at the request of any State or Federal agency acting on behalf of OES.
 3. During authorization and supervised training carried on in the manner and by such person, as OES or a local disaster council shall prescribe at the site of the training only.
 4. To emergency services qualified personnel registered as disaster services workers as provided by California Government Code §8580.

ATTACHMENT A – MEMORANDUM OF UNDERSTANDING

6. Posse Comitatus.

Title 18 U.S.C. §1385 prohibits the USAF from providing active assistance to law enforcement (to "execute the laws") under the doctrine of *Posse Comitatus*. (See also 10 U.S.C. §§371-382.) These prohibitions are applicable to assistance the USAF extends through its auxiliary, the CAP. Consequently, participation in activities prohibited to the USAF is not authorized for CAP. Similarly, under CAP Regulation 900-3 paragraph 3, CAP is also limited to passive assistance of law enforcement agencies. Collectively, these restrictions, as applied to CAP operations, permit reconnaissance of property, but prohibit surveillance of persons or their activities. Other direct, active assistance to law enforcement, such as search, seizure, arrest or similar activities are also prohibited. 10 U.S.C. §375. The parties recognize that violation of these restrictions can result in severe consequences to CAP and its members.

7. Priority of Missions.

OES recognizes and acknowledges the priority for utilization of CAP resources in the following order: first, the USAF, then other DOD departments and agencies, other Federal departments and agencies, state civil agencies, and finally, local agencies. USAF reserves the right to exercise these priorities and withdraw CAP from missions in progress when necessary.

8. Air Force Assigned Missions.

CAP-USAF has determined that CAP may provide air and ground search and rescue, disaster mitigation, and the other assistance described below to federal, state and local agencies as Air Force assigned missions. Federally appropriated funds may be used to reimburse CAP for properly authorized SAR, DR, and 911T missions as described in subparagraphs 8a, 8b and 8c below. All other missions described in the MOU will not be reimbursed by the Air Force under this MOU. Training and practice missions requested by OES for activities described in this paragraph are deemed to be Air Force assigned. OES may reimburse CAP for any mission authorized by this MOU that does not receive USAF reimbursement and does not violate FAA regulations. See paragraph 12 of this MOU for specific guidance regarding reimbursement procedures to CAP for assistance provided when Air Force reimbursement is not approved. The following activities are Air Force assigned missions when requested by OES:

a. Air and Ground Search and Rescue (SAR) Operations.

When CAP assistance for SAR operations is needed, OES may contact the Air Force Rescue Coordination Center (AFRCC) at 1-800-851-3051 to request Air Force reimbursed mission authorization. AFRCC will approve such a mission for support of life saving efforts only when OES has no other adequate resources readily available. If AFRCC declines to authorize such a mission, OES may reimburse CAP for the operation.

b. Disaster Mitigation & Relief (DR) Operations.

When CAP assistance is desired for major disasters, OES may contact the Air Force National Security Emergency Preparedness (AFNSEP) duty officer at 1-800-366-0051 to request Air Force reimbursed mission authorization. AFNSEP may grant such authorization for "Presidential Declared" disasters or in "imminently serious" situations requiring immediate action to save human lives, prevent human suffering, and/or mitigate great property damage. A verbal request for CAP disaster mitigation or relief assistance must be followed as soon as possible by a written request to AFNSEP. If AFNSEP denies Air Force reimbursed mission authorization, OES may reimburse CAP for the operation.

c. Imminently Serious (911T) Missions.

Imminently serious (911T) missions are those requiring immediate action to save lives, relieve human suffering, or mitigate great property damage. When OES requests immediate CAP assistance, the California Wing Commander, with the concurrence of the CAP-USAF State Director of AF Liaison Services, may launch aircraft or dispatch ground teams to conduct SAR/DR missions. Such missions are restricted to 48 hours duration and expenditure of CAP funds not to exceed \$500 unless further resources are approved by CAP-USAF or OES. (See CAPR 60-3 for limitations, details and procedures.)

ATTACHMENT A – MEMORANDUM OF UNDERSTANDING

d. Environmental Protection Operations.

California Wing may assist California through OES, to respond to impending and existing environmental disasters. In addition, at the request of OES, California Wing may conduct environmental surveys (not to exceed limitations set forth in section 6).

e. State and Regional Disaster Airlift (SARDA) Operations.

California Wing may conduct appropriate training and may engage in SARDA missions in support of governing FAA programs.

f. Organ and Tissue Transportation Operations.

California Wing may transport organs, bone marrow, blood, serum and other tissues for human recipients. CAP shall only conduct such humanitarian missions in situations where alternative commercial means of transportation are not readily available.

g. Aerial Reconnaissance.

California Wing may conduct aerial reconnaissance of ground conditions and surface traffic for OES. CAP members may not engage in surveillance of persons in connection with law enforcement activities. No CD missions are authorized under this MOU.

h. Transportation of Emergency Equipment and Supplies.

California Wing may provide air and ground transport of medical supplies, shelters, etc., in response to a state emergency.

i. OES Officials and Other Non-CAP Members Aboard CAP Aircraft.

California Wing may carry OES officials as passengers or to perform crew related tasks on CAP aircraft on Air Force assigned missions described in this MOU. Approval procedures to carry any other non-CAP passenger or crewmember aboard a CAP aircraft are contained in CAPR 60-1, paragraph 2-6, *CAP Flight Management*. Additional pilot qualifications for carriage of non-CAP passengers are contained in paragraph 10 of this MOU. See also, Exhibit D, CAP Missions and Pilot Limitations

j. Assistance to National Guard and Air National Guard.

The CAP-USAF Liaison Region Commander may approve military and National Guard requests for support (CAP-USAFI 10-802, *Civil Air Patrol Operations And Training*). The CAP-USAF State Director of AF Liaison Services can assist with this process.

9. Corporate Missions.

Corporate missions are those missions conducted by CAP as a federally chartered nonprofit corporation under 36 U.S.C. 40301 *et seq.* and 10 U.S.C. §9443, but not as the auxiliary of the Air Force. No corporate missions are authorized by this MOU, but may be created if an Air Force assigned mission is decertified by the Air Force after the mission is completed. An Air Force assigned mission may be decertified due to noncompliance with CAP or FAA regulations, reckless conduct, etc. Corporate missions are not covered by the FTCA or the FECA. CAP's aviation and general liability insurance policies cover CAP corporate missions.

10. 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, at any time, for various reasons, 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.

ATTACHMENT A – MEMORANDUM OF UNDERSTANDING

- b. Both California Wing and OES agree to maintain continual and effective communication and coordination among themselves, the California's Adjutant General's Air Force Emergency Preparedness Liaison Officer (ELPO), and the CAP-USAF State Director of AF Liaison Services. This coordinator should facilitate the training necessary for effective CAP participation with California emergency service personnel in disaster relief missions.

11. Pilot Requirements.

Civil Air Patrol pilots, most of them "private pilots", are required to comply with Federal Aviation Regulations (FAR's). The FAR's may prohibit "private pilots" from flying some of the missions contemplated by this MOU. See Exhibit D, "Missions and Pilot Limitations Spreadsheet."

12. Reimbursement.**a. State or Local Governments.**

If AFRCC, AFNSEP or CAP-USAF authorizes reimbursement for a mission from federally appropriated funds, California Wing shall not seek any additional payment or reimbursement from OES for the same expense. Dual payment or compensation is prohibited and may not be requested.

b. Calculation of Reimbursement.

Reimbursement to CAP shall be based on the rates established in Civil Air Patrol Regulation 173-3, Attachment 1 (a copy of which is "Attachment B" and incorporated herein by reference). The parties agree that Attachment 1, as revised from time to time by Civil Air Patrol and approved by CAP-USAF and the Federal Aviation Administration, will be the basis for determining reimbursement. Updates to Attachment 1 will become effective 30 days after submission to OES or a later date specified in writing. Additionally, aircraft and automobile fuel and oil will be reimbursed at the actual cost.

13. Attachments.

Acknowledgment is hereby made that the following attachment are incorporated herein by reference, having been initialed and dated by the signatory below at the time this MOU is signed:

1. **Exhibit A:** Scope of Work
 2. **Exhibit B:** Budget Detail and Payment Provision
 3. **Exhibit C:** General Terms and Conditions
 4. **Exhibit D:** CAP Missions and Pilot Limitations Spreadsheet
-
1. **Attachment A:** Memorandum of Understanding
 2. **Attachment B:** Civil Air Patrol Regulation 173-3, Attachment 1
"Aircraft Flying hour Minor Maintenance Payment Rates"
 3. **Attachment C:** OES Law Enforcement Branch Distress Alert Policy, September 6, 2004
 4. **Attachment D:** Non-Emergency Mission Tasking of Civil Air Patrol Resources by State of California Agencies, Departments and Boards Other Than The Governor's Office of Emergency Services, July 1, 2004

14. Amendment.

This MOU may not be amended except by written notice, which expressly identifies itself as a part of this agreement and is signed by an authorized representative of each of the parties. In the event that a court of competent jurisdiction shall hold any provision of this MOU unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision of this MOU.

ATTACHMENT A – MEMORANDUM OF UNDERSTANDING

15. Effective Date, Term and Termination Provisions.

a. Effective Date.

This MOU is effective on the date the last party identified below has signed this agreement. It must be signed by an authorized representative of OES with authority to represent and bind the State of California.

b. Term.

This MOU shall remain in effect for a period of two years from its effective date.

c. Termination Provision.

In addition to the provision for Termination For Cause, Exhibit C, Item 7, General Terms and Conditions; any signatory may terminate this agreement by delivering a sixty-day (60 day) written notice of termination signed by its designated representative to the address below. Termination of Agreement No. 6005-8 or the MOU therein, terminates both. Copies of the termination notice shall be mailed to the designated representatives of each of the other signatories.

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

CAP, CALIFORNIA WING

GOVERNOR'S OFFICE OF EMERGENCY SERVICES

By: _____
Kenneth Parris, Colonel, CAP
Commander, California Wing

By: _____
Peggy Okabayashi, Deputy Director
Administrative Services Division
Office of Emergency Services

Date: _____

Date: _____

ATTACHMENT B – CIVIL AIR PATROL REGULATION 173-3



NATIONAL HEADQUARTERS CIVIL AIR PATROL
CAP REGULATION 173-3
8 JANUARY 2008
Finance
PAYMENT FOR CIVIL AIR PATROL SUPPORT

This regulation establishes procedures for processing claims by Civil Air Patrol (CAP) members and units for costs incurred while participating in reimbursable missions. It applies to all CAP personnel involved in the submission and review of CAP mission reimbursement vouchers. All references to "wing" also apply to a region when the region is the one performing the mission. **Note: Shaded areas identify new or revised material.**

SUMMARY OF CHANGES.

Clarifies what happens if reimbursement requests are submitted beyond the timeframe allowed in this regulation. Clarifies that wings can maintain electronic copies of receipts instead of the original. Deletes all references to the old cadet orientation flight reimbursement process.

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1. General.

a. Disbursement of Federal appropriated funds for CAP may be used to furnish, pay or reimburse CAP for the following items (including taxes) while participating in an Air Force-assigned mission:

(1) Automotive fuel and lubricants actually used while enroute to/from and while performing the mission.

(2) Aircraft expenses while enroute to/from a mission and while performing the mission. Other allowable aircraft expenses are: oxygen service, and for actual missions only – essential hangar fees, and aircraft preheat/de-ice.

ATTACHMENT B – CIVIL AIR PATROL REGULATION 173-3

(a) Minor maintenance payments to wings for corporate-owned aircraft will be used exclusively to maintain and upgrade the corporate aircraft fleet. The most recent "Aircraft Flying Hour Minor Maintenance Payment Rates" to include "Reimbursement Procedures for GA-8 Aircraft" can be found at Attachment 1 and Attachment 2 respectively.

(b) "Aircraft Flying Hour Minor Maintenance Payment Rates" were established by HQ CAP/LG following an in-depth analysis of CAP's actual minor maintenance expenditures which, except for inspections and preventive maintenance, do not include most engine-related expenses. Major maintenance covers engine repairs and overhauls and is covered in CAPR 66-1, *CAP Aircraft Maintenance Management*.

(c) Wings/regions may charge more than the published reimbursement rate for members to fly CAP aircraft, but wings/regions may not charge less than this rate unless they are subsidizing the rate with funds obtained from other sources such as state appropriations. The bottom line is each wing/region must collect and set aside at least the published hourly rate for each hour of flight time the aircraft is flown. This will ensure that there is enough money in the wing/region aircraft maintenance accounts to cover the reasonable costs of repair. Note that all wings on the national consolidated maintenance program will manage their funds according to the published procedures.

(d) Tail number accounting refers to the tracking, by tail number, of all A/C maintenance reimbursement received for all missions. Conversely, it also refers to the tracking, by tail number, of expenditures of that reimbursement for aircraft maintenance. Tail number accounting must track ALL maintenance or modification to all CAP owned aircraft. It must also track ALL fund sources used to pay for that work, whether from AF, state, dues or donations. *Tail-number accounting* will be accomplished by utilizing the "class" feature within QuickBooks Pro (the accounting software purchased by the National Headquarters for all region and wing finance departments. Exception for selected regions: If NHQ is managing the accounting function, tail number accounting will be accomplished in Navigator.) The use of these "classes" makes it possible for every maintenance payment or expenditure to be quickly and easily associated with a particular aircraft tail number. For assistance with this feature, please contact your wing financial analyst.

(3) Commercial communications expenses associated with the mission and fuel for generators.

(4) Mission travel, lodging and per diem expenses associated with the mission.

(a) Operational Missions. Overnight stays must be approved in advance through the National Operations Center (NOC) for all missions. In unique conditions (example: weather-related) where overnight stays have not been approved in advance, the mission base staff must contact the NOC duty officer to coordinate approval. Also, please keep in mind that the NOC can only coordinate approval of overnight stays during missions when a) safety requirements dictate and/or b) mission needs dictate and it is more cost effective for the overall mission to do so. Per diem (meals) will only be reimbursed in conjunction with overnight stays. CAP's exemption from the FAA allows private pilots to receive lodging and meals compensation only on Air Force-assigned missions.

ATTACHMENT B – CIVIL AIR PATROL REGULATION 173-3

(b) Training Missions. Overnight stays will not normally be authorized for training missions, except when safety needs dictate. Examples of when it can be approved include inclement weather preventing a safe return to home base or when necessary to avoid violating duty day requirements stated in CAPR 60-1. If it is necessary for members to stay overnight as part of a training mission, the state director and wing commander must both approve the request to be paid from the wing's Air Force training funds. In the unusual circumstance when the state director or wing commander cannot be reached, the incident commander or his/her staff can contact the NOC to coordinate approval.

(c) All Air Force Missions. When pre-approved by the NOC in accordance with 1a(4)(a) above, all authorized CAP personnel will be reimbursed per diem at a rate of \$25 per day. Lodging rates will be reimbursed in accordance with the Joint Federal Travel Regulations (JFTR). JFTR lodging rates can be obtained from the following website: (<https://secureapp2.hqda.pentagon.mil/perdiem/pdrates.html>). Every effort should be made to stay within these rates. In very unusual circumstances where lodging cannot be obtained at any facility within the JFTR rates, additional approval must be obtained in advance from the NOC – otherwise the member will only be reimbursed up to the JFTR rate. Generally, anything that exceeds the JFTR rate by thirty percent or more will not be approved. If ground transportation is required, CAP vehicles should always be used if available. When a CAP vehicle is not available, the most cost effective option should be used whether it be a hotel shuttle, taxi, rental car etc.

b. Reimbursement from other organizations will be in accordance with the current memorandum of understanding (MOU) or letter of agreement (LOA) with that organization.

c. Absolute minimum acceptable documentation for reimbursement/payment of vouchers is that which is stated in this regulation.

2. Specific Requirements.

Note: Wings must submit all reimbursement requests (including modifications/corrections) to NHQ using the WMIRS-generated Form 108 for all missions reimbursed by National Headquarters. All sortie data including actual costs must be entered into WMIRS within 72 hours of completing the sortie unless the customer or the NOC requires a shorter turnaround. Once the WMIRS Form 108 is completed, the form should be printed and signed by authorized wing personnel and then faxed to NHQ for payment.

a. Members will:

Note: A CAPF 108, *Reimbursement for Individual CAP Member Expenses*, for each individual member is not required as long as the wing can account for each of the expenses incurred by the member via some other method. Individual expense receipts are still required to be submitted to the wing in accordance with the procedures listed below. Some wings use printed copies of the WMIRS Form 108 worksheets with expense receipts attached as the method to account for individual member expenses.

(1) All member-submitted reimbursement requests for missions and related mission expenses will be forwarded to the wing.

ATTACHMENT B – CIVIL AIR PATROL REGULATION 173-3

Note: If a charge is made to a wing for fuel paid by a member, a copy of the receipt showing the amount of fuel serviced and the total cost must be attached to the member's reimbursement request to the wing. To ensure timely reimbursement, the member should submit these requests to the wing as soon as possible, but not later than 15 days after the close of the mission.

(2) Attach the receipts, bills, etc. Note: members are encouraged to submit these requests electronically via fax or email (to include electronic copies of original receipts) to help speed up the reimbursement process.

(3) For communications costs, submit the telephone bill with calls and cost identified. If pay telephones were used for official communications, the member may submit a signed statement listing the calls by date, location and number called, and the cost of each individual call. Communication expenses for personal cell phone usage will be reimbursed only when expenses exceed allowable minutes in the individual's contract. Copies of cell phone bills with line items highlighted are required for reimbursement.

Wings will:

(1) Complete and file a consolidated WMIRS Form 108 with receipts and pertinent mission forms (CAPF 84, *Counterdrug Mission Flight Plan/Briefing Form*, CAPF 122, *Search and Rescue (SAR) Mission Report*, ICS Form 211, *Check-in List*, etc.). A CAPF 84 must be filed with each WMIRS Form 108 submitted for counterdrug missions. Partial mission claims may be submitted by selecting the correct option when completing the WMIRS Form 108. Follow-on partial claims must also be submitted via the WMIRS Form 108 and will be automatically assigned a sequential alpha character at the end of the mission number (example: original 07-T-4191-A; next follow-on partial 07-T-4191-B). The wing will certify that the reimbursement request is appropriate, sign and date the form, and then forward it to NHQ via fax (800.555.7902) or via e-mail to opscenter@capnhq.gov signifying it as valid for payment. All reimbursement requests for missions flown during the previous fiscal year (1 Oct – 30 Sep) must be submitted to NHQ for payment by 30 November. **Note: All requests for reimbursement to a wing must be submitted on a WMIRS-generated Form 108 (modified versions of the form are not acceptable). Except for missions in support of FEMA, receipts need not be submitted with the WMIRS Form 108, when forwarded to NHQ for payment, but will be retained at the wing level in accordance with item 2c below.**

(2) The wing commander or his/her designee must sign and date the WMIRS Form 108 in item 11B. The wing commander may not designate more than four senior wing staff members to approve claims on the WMIRS Form 108. Appointments must be in writing and on file at the wing's office and a copy must be provided to the State Director.

(3) Ensure members' claims are paid no later than 30 days after receipt of the reimbursement payment.

c. Documentation. All mission reimbursement documentation and receipts will be maintained at the wing. Electronic copies of original receipts are acceptable. See CAPR 10-2, *Files Maintenance and Records Disposition*, for storage and disposition of documentation. Note: Wings can file the WMIRS 108 as soon as they have electronic copies of any required receipts. This will help speed up the reimbursement process.

ATTACHMENT B – CIVIL AIR PATROL REGULATION 173-3

d. WMIRS Forms 108 will be submitted to NHQ within 30 days after the close of the mission. **WMIRS Forms 108 that have been generated more than 45 days after the close of the mission will not be reimbursed except as noted below.**

Note: If the WMIRS Form 108 was generated more than 45 days after the close of the mission, the 108 will be held at NHQ until December of the next fiscal year. If funds from the previous fiscal year become available in December of the next fiscal year, the wings/regions will be paid a prorated share of the funds that are available. (Example: a mission reimbursement request from September 2007 that did not meet the 45 day deadline would be considered for payment in December 2007.)

e. Wings will not schedule/perform any training missions or cadet orientation flights between 15-30 September, so that an accurate accounting of all expended training funds can be accomplished. Wings should be exceptionally diligent to have all mission reimbursement requests turned in as quickly as possible, especially during the month of September. Prompt processing of reimbursement requests will ensure CAP is able to fully utilize all the funding it receives from the Air Force.

3. Reimbursement Procedures for FEMA and other AF-Assigned Missions. Funding procedures for FEMA-reimbursed disaster relief missions and other AF-assigned missions are outlined in "Reimbursement Procedures for FEMA and other AF-Assigned Missions" found at Attachment 3.

4. CAP Cadet Orientation Flights (COF). Wings should follow the procedures in paragraph 2b of this regulation to process reimbursement for COF sorties.

ATTACHMENT B – CIVIL AIR PATROL REGULATION 173-3**Attachment 1 – 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 March 2007
"Dry" Hourly Reimbursement Rates
for all sorties flown on or after 1 March 2007**

| Manuf | Maule | Cessna | Cessna | Cessna | Gippsland | Cessna | de Havilland | Cessna |
|---------|----------|---------|---------|---------|-----------|---------|--------------|---------|
| Model | MT-7-235 | 172 | 182 | 206 | GA-8 | 182RG | DHC-2 | 185 |
| Cost/hr | \$29.00 | \$30.00 | \$41.00 | \$47.00 | \$37.00 | \$52.00 | \$64.00 | \$59.00 |

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. The "dry" hourly reimbursement rate for the HI Wing Partenavia is \$137.00.
4. Aircraft fuel, lubricants, de-icing payments, 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).

ATTACHMENT B – CIVIL AIR PATROL REGULATION 173-3

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/MX prior to repairs being accomplished. Submit receipts for all expenses incurred to NHQ CAP/MX for payment or reimbursement. Electronic copies of original receipts are acceptable. Tail number accounting principles must be followed for gliders [Corrected].
7. To properly figure the reimbursement authorized, multiply the total number of hours flown times the rate allowed for the appropriate aircraft model to determine the amount reimbursed for aircraft minor maintenance. Add to the aircraft minor maintenance reimbursement the total for actual fuel, lubricants, de-icing, and other authorized expenses to determine the "total" reimbursement. Wings participating in the national consolidated maintenance program will list the flying hours flown on the WMIRS Form 108 but will not list the "Aircraft Cost Claimed" in column H.
8. Satellite-transmitted Digital Imaging System (SDIS) Rates. CAP can charge an additional \$65 an hour to operate SDIS but only when supporting missions that are not funded with CAP's annual Congressional appropriation. The money collected for SDIS operation from these missions must be forwarded to NHQ for the systems that NHQ provides to the wings. Wings that have purchased their own SDIS systems may keep the money but must comply with specific program income restrictions. This information can be obtained from HQ CAP/FM. The hourly charge to operate the SDIS system will begin when the aircraft departs the mission base to execute the SDIS sortie and ends when the aircraft returns to the mission base. The SDIS rate will not be charged on flights to/from the home base and the mission base unless SDIS operation is conducted enroute to the mission base.
9. Airborne Real-time Cueing Hyperspectral Enhanced Reconnaissance (ARCHER) Rates. CAP can 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.

ATTACHMENT B – CIVIL AIR PATROL REGULATION 173-3**Attachment 2 – Reimbursement Procedures for GA-8 Aircraft**

Due to the unique capabilities of the ARCHER equipment and the associated trans-regional nature of its mission, the Gippsland GA-8 Airvans will be managed in a significantly different way than other aircraft in the CAP fleet. This attachment contains the details for processing reimbursement for flights, authorizing and paying for major and minor maintenance, and arranging for warranty repairs.

PAYMENTS

Since all maintenance expenses for the GA-8 aircraft will be paid by NHQ, CAP units in the field will coordinate with the specific GA-8 manager (s) of the aircraft being used to ensure that category B and C mission customers, including members, are charged the published hourly rate. NHQ will evaluate CAP Forms 18 quarterly to determine the total amount due for GA-8 flying. Wings/regions that host GA-8 aircraft need to inform NHQ on a quarterly basis the number of hours other wings (or regions) fly their assigned GA-8 aircraft on category B and C missions so the correct wing (or region) can be assessed for the minor maintenance for each of the hours flown. NHQ/FM will, in turn, assess each wing for all category B and category C hours flown. NHQ/FM will notify each wing via e-mail prior to drafting any funds from the wing.

WMIRS Form 108

Each wing will submit a WMIRS Form 108 for all Air Force Assigned missions using standard procedures listed in CAPR 173-3 with one exception: Column G "Hourly Rate Acft Minor Mx", of the WMIRS Form 108 must be left blank. Be sure to include "Hours Flown" in column F.

Reimbursement for fuel for maintenance or NOC-directed ferry flights will be paid by NHQ from funds set aside for the GA-8 program. NHQ will also reimburse the wing for support aircraft used to transport flight crews to and from the maintenance facility. Submit the mission request in WMIRS. The NOC will issue a mission number to be used for all flights related to the maintenance event. Submit the WMIRS Form 108 with receipts IAW normal procedures. For aircraft that only need to taxi to another location on the field for maintenance, WMIRS Forms 108 may be submitted for fuel reimbursement if desired.

MAJOR AND MINOR MAINTENANCE AND REPAIRS

All major and minor maintenance expenses not covered under the aircraft warranty will be paid by NHQ.

- Minor maintenance will be approved by the maintenance officer responsible for the aircraft.
- When maintenance is complete fax the invoice directly to NHQ/LGM
- NHQ/LGM fax number: 334-953-1668.
- Invoices MUST contain the aircraft tail number.
- Maintenance officers should print their name clearly and sign the invoice certifying that the work has been accomplished satisfactorily.
- All major maintenance must be approved in advance by NHQ/LG.
- Preferred method of payment for maintenance and repairs is via electronic funds transfer. Vendors should provide their banking information on a Direct Deposit Form. The form contains instructions for faxing and communicating with Financial Management regarding payments.

ATTACHMENT B – CIVIL AIR PATROL REGULATION 173-3

Attachment 3 – Reimbursement Procedures for FEMA and other AF-Assigned Missions

GENERAL:

- a. All expenses will be reimbursed to the wings/regions. *Individuals will not be reimbursed directly from National Headquarters.*
- b. All individual member expenses (including travel, lodging and per diem) must be submitted to the wing. A CAPF 108, *Reimbursement for Individual CAP Member Expenses*, for each individual member is not required as long as the wing can account for each of the expenses incurred by the member via some other method. Individual expense receipts are still required to be submitted to the wing.
- c. Wings: For all expenses requiring documentation, documentation must be legible and attached to the WMIRS Form 108 at the time of filing to NHQ. *Expenses cannot be reimbursed without proper documentation.* For FEMA missions copies of all receipts must be submitted with the WMIRS Form 108 to NHQ. For other AF-Assigned missions, only the receipts specified below must be submitted with the WMIRS Form 108 to NHQ.
- d. All reimbursed travel must be approved in advance through the CAP National Operations Center (NOC). Members who initiate travel on their own without being part of a NOC authorized mission will not be reimbursed.

LODGING:

- a. **Lodging:** Lodging will be reimbursed at Joint Federal Travel Regulation rate or actual lodging rate whichever is less.
- b. **Required Documentation:** Paid hotel receipts are required for all overnight stays. Documentation should indicate dates of stay and all room rate charges. Only room charges and taxes are reimbursable expenses. Incidentals or guests services will not be reimbursed.

PER DIEM:

- a. **Rate:** Per Diem will be paid for all travel where an overnight stay is required at a rate of \$25.00 per day.
- b. **Required Documentation:** No additional documentation is required – payments will be based on lodging receipts.

AIRCRAFT MINOR MAINTENANCE AND FUEL:

- a. **Rate – Minor maintenance:** For all aircraft – reimbursement rate for all missions will be at the latest hourly rates listed in Attachment 1.
- b. **Required Documentation – Maintenance reimbursement:** All information should be provided on WMIRS Form 108 as to the type of aircraft, hours flown (including GA-8 missions), tail number of aircraft and whether the aircraft is member or corporate owned.
- c. **Rate – Aircraft fuel:** Rate will be actual cost of aircraft fuel.
- d. **Required Documentation – Aircraft fuel:** Legible receipts are required for all a/c fuel purchased for FEMA missions. In cases where computer or register generated receipts are not available due to power outages, hand written receipts from the vendor with some sort of vendor identification are acceptable. Please indicate date, quantity purchased, and amount of purchase on receipt.

OTHER EXPENSES:

- a. Allowable expenses for emergency missions include: airfare to and from the mission area with prior approval from the NOC; vehicle fuel to, from, and during the mission; aeronautical maps; ramp fees; and other such expenses as deemed *necessary to carry out the mission*. Expenditures of a single item exceeding \$500 must be approved in advance by the NOC.
- b. Communication expenses for personal cell phone usage will be reimbursed only when expenses exceed allowable minutes in the individual's contract. Copies of cell phone bills with line items highlighted are required for reimbursement.

ATTACHMENT C – OES LAW ENFORCEMENT BRANCH DISTRESS ALERT POLICY



OES Law Enforcement Branch
SAR Distress Alert Policy 6.01
(Release Copy)

SAR DISTRESS ALERTS 6.01

July 1, 2003
(Revised September 6, 2004)

BACKGROUND

The California Governor's Office of Emergency Services – Law Enforcement Branch, serving as the California State Search and Rescue (SAR) Coordinator, is the recipient of and is responsible for coordinating SAR responses to various distress alerts that occur within this State. Specifically, OES receives State notification and is responsible for coordinating State SAR responses to the following:

- **ALNOT** - "Alert Notification": Missing or overdue aircraft alerts
- **ELT** - "Emergency Locator Transmitter": Automatically or manually activated aircraft distress signal transmitter alerts
- **EPIRB** - "Emergency Position Indicating Radio Beacon": Automatically or manually activated vessel/boat distress signal transmitter alerts
- **PLB** - "Personal Locator Beacon": Manually activated personal distress signal transmitter alerts

POLICY

The Governor's Office of Emergency Services will respond to each report of a distress signal and/or missing or overdue aircraft as an emergency. While history has shown that the majority of ALNOT, ELT, EPIRB, and PLB alert missions are in fact false distress alerts, the emphasis shall be to coordinate responses to each incident as an actual emergency until proven otherwise.

The Governor's Office of Emergency Services response will consist of notifications to and coordination with all relevant Federal, State, and local government jurisdictional agencies.

Note: Notifications and coordination from the Governor's Office of Emergency Services with all local government jurisdictions will commence at the Operational Area (OA)/County level.

(This Policy and Procedure document has been reviewed and accepted by the management of AFRCC, USCG, CAWG CAP, W/C, and OES LEB. 09/06/04)

ATTACHMENT C – OES LAW ENFORCEMENT BRANCH DISTRESS ALERT POLICY**JURISDICTION**

Pursuant to the California Government Code (Emergency Services Act) and the California Law Enforcement Mutual Aid Plan, the Governor's Office of Emergency Services (OES) Law Enforcement Branch (LEB) is responsible for coordinating responses to SAR distress alerts within the State.

The State of California, OES, having coordination jurisdiction over these types of SAR incidents within the State, operates in cooperation with the Air Force Rescue Coordination Center (AFRCC), the United States Coast Guard (USCG), and the California Wing (CAWG) of the Civil Air Patrol (CAP). The AFRCC is responsible for National Inland SAR coordination and operates under the National SAR Plan. The AFRCC provides assistance to the State of California by alerting and providing federal assets for response to inland SAR incidents. The USCG is responsible for Maritime SAR coordination and operates under the National SAR Plan. The USCG provides assistance to the State of California by providing federal asset response to Maritime SAR incidents and to non-Maritime SAR incidents on an as available basis. The CAWG CAP operates under the National SAR Plan and provides assistance to the State of California by providing aircraft and personnel to search for and locate the source of distress alert beacons and/or the location of missing or overdue aircraft. CAWG CAP resources are tasked as either a Federal resource of AFRCC or as a State resource of OES. Regardless of tasking avenues, all in-state, multi-county distress alert CAWG CAP mission efforts are in direct support to the State and are under the management control of the State (OES) jurisdiction.

The State of California (OES) maintains jurisdiction on distress alert incidents as long as the source of the distress alert signal and or search location for a missing or overdue aircraft are likely to be within the State, involving multiple counties, yet a specific county/operational area (OA) location cannot be determined. Once the scope of the search effort narrows to a specific OA, the jurisdiction for the search incident transfers to that county's OA Law Enforcement (LE) Agency. It is at this point that OES, AFRCC, USCG, and CAWG CAP become an assistant to and will only operate in support of that jurisdiction. The jurisdictional OA LE agency may at this point elect to assume Incident Command and total SAR responsibility for the incident. Or, the OA LE agency may elect to operate a Unified Command in conjunction with OES, AFRCC, USCG, and CAWG CAP in a combined SAR effort. Or lastly, the OA LE agency may request that OES, AFRCC, USCG, and CAWG CAP continue sole Incident Command SAR response efforts on behalf of the identified county.

ATTACHMENT C – OES LAW ENFORCEMENT BRANCH DISTRESS ALERT POLICY**PROCEDURE****(ALNOT) Aircraft, Missing or Overdue “Alert Notification”:**

1. Upon a California State Warning Center (W/C) receipt of an ALNOT, or a report of an aircraft that is missing, overdue, or has dropped off radio/radar contact, from the Air Force Rescue Coordination Center (AFRCC), the OES Emergency Notification Controller (ENC) will attempt to ascertain the aircraft tail number, a physical description of the aircraft such as make/model, number of engines, color, etc, departure and arrival points/times, number of persons on board and their identities, the aircraft owner's information, and/or the aircraft's last known point from the AFRCC. If only a tail number is known, the ENC will continue to work with AFRCC and query CLETS for owner and aircraft information.
2. If the AFRCC has initiated an AFRCC “incident” or “mission”, the ENC will assign an OES LEB/SAR mission number and provide it to the AFRCC. If not already completed by the Federal Aviation Administration (FAA) - Flight Service Stations (FSS), the AFRCC may initiate ramp checks at the departure/arrival points and at airports along the flight path and/or request assistance in doing so from OES. The AFRCC will then activate the California Wing (CAWG) of the Civil Air Patrol (CAP) as appropriate and will begin to identify a CAWG CAP Incident Commander (IC) for the mission.
3. The ENC will then send a California Law Enforcement Telecommunications System (CLETS) message to all Watch Commanders/SAR Coordinators within the area of the State affected (This may be in addition to previous requests made to specific local law enforcement agencies for ramp checks etc., by the FAA FSS).
4. When CAP is alerted or activated, both AFRCC and CAP are under agreement to contact the W/C within 30 minutes of this notification to provide the CAP IC's identity and Point of Contact (POC) numbers.
5. The ENC will monitor the time and as soon as the CAP IC's POC numbers are received (within 30 minutes) the ENC will contact the Law Duty Officer (LDO) and provide a briefing of the ALNOT as well as all actions taken. The ENC will also identify the counties or jurisdictions affected, and provide the CAP IC's information.
6. The LDO will determine if contact with the potentially affected jurisdictional SAR agency(s), at the Operational Area/County level, and/or the CAP IC is necessary. This communication will identify the State's resources (CAP) response to local government jurisdictional agencies to assure that all affected agencies are fully aware of the incident and coordinating their efforts in a unified manner.
 - A. Some subjective factors to evaluate in determining levels of contact and coordination are weather conditions, aircraft capabilities, VFR versus IFR, pilot experience, pilot familiarity with the route, mountain pass altitudes along the route, etc.
7. Both the ENC and the LDO will keep each other apprised of any status changes throughout the duration of the incident.
8. The LDO will keep the mission report database updated as much as possible and in some rare cases may request that these updates be entered by the ENC.

ATTACHMENT C – OES LAW ENFORCEMENT BRANCH DISTRESS ALERT POLICY**(ELT) Aircraft "Emergency Locator Transmitter":**

1. Upon a W/C receipt of an ELT, from the AFRCC, the ENC will ascertain the approximate location of the signal, as well as any information associated with the receipt of that signal (Some newer ELT units transmit data such as the registered owner as well as GPS coordinates), from the AFRCC. The ENC will also identify the county(s) or jurisdictions affected
2. The ENC will assign an OES LEB/SAR mission number and provide it to the AFRCC.
3. The AFRCC will then activate the CAP or may request that OES activate CAP.
4. The ENC will then contact the affected jurisdictional Operational Area County Sheriff's Department's 24 hour contact number and request to speak to the "Watch Commander" or "SAR Coordinator". Once contacted, the ENC will brief them on the ELT signal and provide them with the details known and inform them that a CAP IC is in the process of being identified for the State or Federal response to the incident (Often very minimal information is known at this point and accuracy of distress alert signals received are questionable). The ENC will advise that once the CAP IC is identified, that they, the ENC, will call back to provide the IC's contact information to facilitate unified response plans and to update information regarding the distress alert signal.
5. When CAP is alerted or activated, both AFRCC and CAP are under agreement to contact the W/C within 30 minutes of this notification to provide the CAP IC POC numbers.
6. The ENC will monitor the time and as soon as the CAP IC's POC numbers are received (within 30 minutes) the ENC will re-contact the affected jurisdictional Operational Area County Sheriff's Department's "Watch Commander" or "SAR Coordinator" and provide them with the CAP IC's name and contact numbers. This communication will identify the State or Federal resources (CAP) response to local government jurisdictional agencies to assure that all affected agencies are fully aware of the incident and coordinating their efforts in a unified manner.
 - A. The Operational Area (OA) Sheriff's Department may not be the law enforcement agency with physical jurisdiction over the geographical location where the distress alert beacon is sounding. It may be a municipal Police Department within that OA. Within the guidelines of the Law Enforcement (LE) Mutual Aid Plan, coordination is conducted from the State (OES) to the OA LE level. The OA LE agency is expected to coordinate responses to these alerts within their counties, with their affected municipal LE, local government jurisdictions. But, if for any reason this coordination request with the OA is unsuccessful, the ENC shall immediately notify the LDO. The LDO will then contact the OA and attempt to facilitate communication between the OA and municipal jurisdiction to ascertain who will assume Incident Command or who will coordinate with State or Federal assets responding. If this occurs, both the ENC and LDO shall log all communications (times, persons spoken to, etc) into the RIMS report for follow up by the Law Enforcement Branch at a later time.

ATTACHMENT C – OES LAW ENFORCEMENT BRANCH DISTRESS ALERT POLICY**(ELT) Aircraft "Emergency Locator Transmitter" (Continued):**

7. The LDO will contact the W/C each morning, during normal waking/working hours of each day, prior to the issuance of the LDO report as required, to check on any W/C handled distress alert missions and will conduct any follow up coordination necessary with these missions.
8. If the ENC does not receive the identity or contact information of the CAP IC from CAP or AFRCC within 30 minutes, in order to re-contact the jurisdictional OA Sheriff's Department, the ENC shall immediately notify the LDO. The LDO will then work to obtain this information and coordinate its dissemination.
 - A. Once notified, the local jurisdiction LE may choose to allow CAP to solely conduct the mission. If so, insure that they are updated as to any status changes, dispositions, etc. either by direct communication from the CAP IC or personally by the LDO.
 - B. The local jurisdiction LE may also choose to assume the mission with the assistance of CAP. If so, the LDO will insure that both the local jurisdiction SAR Coordinator/Watch Commander and the CAP IC are communicating and coordinating their respective response efforts. This coordination should be conducted from a joint incident command post staffed by both the local LE jurisdiction as well as liaison representatives from the CAP.
 - C. The local jurisdiction LE may also choose to assume the mission without the assistance of CAP. If so, the LDO will encourage accepting the assistance of CAP but will also insure that any decisions to assume the mission without the assistance of CAP is immediately communicated to the CAP IC, AFRCC, and W/C.
 - D. The OES MOU with CAWG CAP requires CAP to notify local LE directly when conducting searches for missing aircraft or distress alert signals in a specific jurisdiction. CAP is then required to advise the ENC that the notification was made and who was contacted.
9. The LDO will monitor the progress of ELT missions pending final disposition. As such, if a mission occurs after hours and all notifications are made by the W/C, the LDO will make follow up calls during normal working hours or daytime hours, prior to the issuance of the LDO report as required, to determine the status of the mission and to assure that coordination is being conducted between CAP (State Resources) and local government as well as determining any additional resource needs for the mission
10. Both the ENC and the LDO will keep each other apprised of any status changes learned throughout the duration of the incident.
11. The LDO will keep the mission report database updated as much as possible and in some rare cases may request that these updates be entered by the ENC.

ATTACHMENT C – OES LAW ENFORCEMENT BRANCH DISTRESS ALERT POLICY**(EPIRB) Vessel/Boat “Emergency Position Indicating Radio Beacon”:**

1. Rarely will the W/C receive a report of an EPIRB signal, as they are typically located on vessels that operating in the Maritime environment. Responses to these types of distress signals are routed directly to the United States Coast Guard (USCG). Occasionally an EPIRB distress signal may originate from a State inland waterway and/or a reservoir. These signals will be routed to the W/C. Upon a W/C receipt of an EPIRB, from either the AFRCC or USCG the ENC will ascertain the approximate waterway location of the signal, as well as any information associated with the receipt of that signal (Some EPIRB's are capable of transmitting data such as the vessel information as well as GPS coordinates), from the AFRCC.
2. The ENC will assign an OES LEB/SAR Mission Number and provide it to the AFRCC or USCG.
3. The AFRCC will then activate the CAP or may request that OES activate CAP.
4. The ENC will then contact the affected jurisdictional Operational Area County Sheriff's Department's 24 hour contact number and request to speak to the "Watch Commander" or "SAR Coordinator". Once contacted, the ENC will brief them on the EPIRB signal and provide them with the details known and inform them that a CAP IC is in the process of being identified for the State or Federal response to the incident (Often very minimal information is known at this point and accuracy of distress alert signals received are questionable). The ENC will advise that once the CAP IC is identified, that they, the ENC, will call back to provide the IC's contact information to facilitate unified response plans and to update information regarding the distress alert signal.
5. When CAP is alerted or activated, both AFRCC and CAP are under agreement to contact the W/C within 30 minutes of this notification to provide the CAP IC's POC numbers.
6. The ENC will monitor the time and as soon as the CAP IC's POC numbers are received (within 30 minutes) the ENC will re-contact the affected jurisdictional Operational Area County Sheriff's Department's "Watch Commander" or "SAR Coordinator" and provide them with the CAP IC's name and contact numbers. This communication will identify the State or Federal resources (CAP) response to local government jurisdictional agencies to assure that all affected agencies are fully aware of the incident and coordinating their efforts in a unified manner.

ATTACHMENT C – OES LAW ENFORCEMENT BRANCH DISTRESS ALERT POLICY**(EPIRB) Vessel/Boat “Emergency Position Indicating Radio Beacon” (Continued):**

A. The Operational Area (OA) Sheriff’s Department may not be the law enforcement agency with physical jurisdiction over the geographical location where the distress alert beacon is sounding. It may be a municipal Police Department within that OA. Within the guidelines of the Law Enforcement (LE) Mutual Aid Plan, coordination is conducted from the State (OES) to the OA LE level. The OA LE agency is expected to coordinate responses to these alerts within their counties, with their affected municipal LE, local government jurisdictions. But, if for any reason this coordination request with the OA is unsuccessful, the ENC shall immediately notify the LDO. The LDO will then contact the OA and attempt to facilitate communication between the OA and municipal jurisdiction to ascertain who will assume Incident Command or who will coordinate with State or Federal assets responding. If this occurs, both the ENC and LDO shall log all communications (times, persons spoken to, etc) into the RIMS report for follow up by the Law Enforcement Branch at a later time.

7. The LDO will contact the W/C each morning, during normal waking/working hours of each day to check on any W/C handled distress alert missions and will conduct any follow up coordination necessary with these missions.

8. If the ENC does not receive the identity or contact information of the CAP IC from CAP or AFRCC within 30 minutes, in order to contact the jurisdictional OA Sheriff’s Department, the ENC shall immediately notify the LDO. The LDO will then work to obtain this information and coordinate it’s dissemination.

A. Once notified, the local jurisdiction LE may choose to allow CAP to solely conduct the mission. If so, insure that they are updated as to any status changes, dispositions, etc. either by direct communication from the CAP IC or personally by the LDO.

B. The local jurisdiction LE may also choose to assume the mission with the assistance of CAP. If so, the LDO will insure that both the local jurisdiction SAR Coordinator/Watch Commander and the CAP IC are communicating and coordinating their respective response efforts. This coordination should be conducted from a joint incident command post staffed by both the local LE jurisdiction as well as liaison representatives from the CAP.

C. The local jurisdiction LE may also choose to assume the mission without the assistance of CAP. If so, the LDO will encourage accepting the assistance of CAP but will also insure that any decisions to assume the mission without the assistance of CAP is immediately communicated to the CAP IC, AFRCC, and W/C.

D. The OES MOU with CAP CAWG requires CAP to notify local law enforcement when conducting searches for missing aircraft or distress alert signals in a specific jurisdiction. CAP is then required to advise the ENC that the notification was made and who was contacted.

ATTACHMENT C – OES LAW ENFORCEMENT BRANCH DISTRESS ALERT POLICY

(EPIRB) Vessel/Boat “Emergency Position Indicating Radio Beacon” (Continued):

9. The LDO will monitor the progress of EPIRB missions pending final disposition. As such, if a mission occurs after hours and all notifications are made by the W/C, the LDO will make follow up calls during normal working hours or daytime hours, prior to the issuance of the LDO report as required, to determine the status of the mission and to assure that coordination is being conducted between CAP (State Resources) and local government as well as determining any additional resource needs for the mission.
10. Both the ENC and the LDO will keep each other apprised of any status changes learned throughout the duration of the incident
11. The LDO will keep the mission report database updated as much as possible and in some rare cases may request that these updates be entered by the ENC

ATTACHMENT C – OES LAW ENFORCEMENT BRANCH DISTRESS ALERT POLICY

(PLB) Persons "Personal Locator Beacon":

1. All PLB signals received within California will be routed to the W/C. Upon a W/C receipt of a PLB, either directly to the W/C workstation or via telephone from the AFRCC, the ENC will ascertain the approximate location of the signal as well as all data information transmitted (All PLB's are required to be registered with owner and contact information and this data is transmitted via the alert – some PLB's also transmit GPS coordinates). This registration data will be sent directly to the W/C workstation or can be forwarded via fax or e-mail from the AFRCC.
2. The ENC will assign an OES LEB/SAR Mission Number.
3. The ENC will then notify and fully brief the LDO of the PLB alert, all the data information transmitted, as well as identify the county or jurisdiction affected.
4. The LDO will then attempt to contact the registered owner/emergency contact information transmitted and determine if the signal is an actual distress or false alert.
5. If initial investigation supports that the beacon activation appears to be an actual distress alert, the LDO should attempt to obtain basic, preliminary, information such as trip plans, activity, number in the party, equipment and training, planned routes of travel, etc.
6. If initial investigations are inconclusive through an inability to contact those listed in the alert message or the status of the PLB bearer is unknown, the LDO shall presume it is an emergency and initiate an appropriate SAR response notification.
7. The LDO will then contact the affected jurisdictional Watch Commander or SAR Coordinator, at the Operational Area/County level, and brief them on the PLB signal. The LDO should offer state resource assistance, such as CAP, to assist in the search for the source of the signal. If federal assistance is needed, contact the AFRCC.
8. Both the ENC and the LDO will keep each other apprised of any status changes learned throughout the duration of the incident.
9. The LDO will keep the mission report database updated as much as possible and in some rare cases may request that these updates be entered by the ENC.
10. The LDO and ENC will insure that the required PLB incident feedback form is completed and returned to the United States Mission Control Center (USMCC). AFRCC can assist with this process if necessary.

ATTACHMENT D – NON-EMERGENCY, CAP CAWG TASKING AGREEMENT

**Non-Emergency Mission Tasking of Civil Air Patrol Resources by State of California Agencies, Departments
and Boards Other Than The Governor's Office of Emergency Services**
July 1, 2004

The Civil Air Patrol, California Wing (CAP CAWG) may be requested to perform missions by state agencies other than The Governor's Office of Emergency Services (OES) for non-disaster, non-emergency reconnaissance purposes.

The OES and CAP CAWG agree that other State of California agencies, departments and boards may utilize CAP CAWG resources for non-emergency mission tasking, in a training capacity, pursuant to the current MOU between OES and CAP CAWG.

A. Administration

The Office of Emergency Services will continue to be the sole point of state contact for CAP CAWG mission tasking. Other state agencies wishing to utilize CAP resources will define in writing via Letter of Agreement (LOA) the scope of the mission, the duration of the mission, and the reimbursement procedure. Upon LOA acceptance between OES, CAP CAWG and the requesting state agency, the Law Enforcement Branch (LEB) duty officer will activate a training mission number to track the non-emergency CAP mission. Mission number assignment will assist the LEB in assessing CAP workload and resource availability. Should an emergency occur necessitating the response of CAP CAWG during a non-emergency training mission for another state agency; OES reserves the right to suspend the non-emergency tasking and redirect CAP CAWG to the emergency response.

B. Funding

The OES will not provide funding reimbursement for mission tasking by other state agencies. Other state agencies wishing to task CAP resources will reimburse costs directly to CAP, by agreement, according to current established rate schedules in the MOU between OES and CAP CAWG.

For the purposes of reimbursement, CAP will be permitted to bill requesting state agencies directly (this is permitted in the existing MOU upon notification) while providing OES Law Enforcement Branch with a clearly marked copy of any such billing. This billing process will greatly expedite reimbursement while minimizing impact on OES accounting.

C. Insurance

Non-emergency missions assigned by outside state agencies will be tracked by the issuance of an OES LEB training mission number. Such a mission number, under non-emergency tasking, will provide workers compensation coverage for CAP CAWG personnel. OES will not provide any other insurance coverage.

D. Liability

The requesting state agency and CAP CAWG agree that OES shall be held harmless should any acts of liability occur as a result of or during non-emergency missions tasked to CAP CAWG by the requesting state agency.

Notwithstanding any other statement to the contrary, it is understood that CAP CAWG, acting under the terms of this agreement, does so as an agent of the State of California, Governor's Office of Emergency Services. Should any claim(s) arise resulting from CAP CAWG non-AFAM mission tasking, to the extent allowed by law, the CAP CAWG is responsible only for meeting a reasonable professional standard of care in the performance of CAP functions in support of OES directed activities.

In light of CAP's activities as a "Disaster Services Worker" and in providing the services of its volunteers to the service of the State of California for reimbursement, CAP's relationship to the State of California is subject to interpretation, notwithstanding any statement to the contrary.

E. Posse Comitatus

CAP Regulation 900-3 section 3, 3a and 3b, permits CAP assistance to law enforcement of a passive nature (i.e. patrol, surveillance and reporting) even though such participation may lead to a prosecution. They may not take part in physical arrest or detention and have no authority to restrict persons by means of force, actual or implied