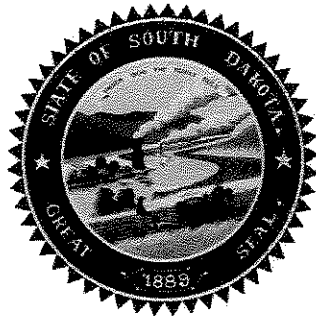




MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

**THE CIVIL AIR PATROL AND
THE STATE OF SOUTH DAKOTA**



9 January 2013

CAP MOU REGISTRATION NO. : 11-001-NCR-SD-STATE

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CIVIL AIR PATROL AND THE STATE OF SOUTH DAKOTA**

1. Purpose. The State of South Dakota wishes to utilize the services of Civil Air Patrol (CAP) and its volunteers for the public good. The volunteers of CAP's South Dakota Wing wish to be of greater service to their state. This memorandum of understanding (MOU) sets forth standardized procedures by which the South Dakota Department of Military Affairs (DMA), the South Dakota Department of Public Safety (DPS), the South Dakota Department of Agriculture (DA) or other South Dakota state agencies 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 All previous MOU(s) between CAP and state agencies are superseded by this agreement. *NOTE: No counter-drug (CD) missions are authorized by this MOU.*

2. Parties. This MOU is between CAP, through its South Dakota Wing, and the government of the great State of South Dakota.

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 the volunteer civilian auxiliary of the United States when used to fulfill the non-combat programs and missions of the Department of the Air Force. Only the United States Air Force (USAF) can assign "Air Force Assigned Missions" (AFAMs). See Attachment AF for a discussion of CAP's status and missions as the Air Force Auxiliary (10 U.S.C. §§9441, 9442) and procedures to request AFAMs.

(1) South Dakota Wing, CAP. South Dakota Wing is an administrative subdivision of Civil Air Patrol and not a separate legal entity from CAP. The Wing Commander is a CAP corporate officer. CAP is generally organized along geographic lines and South Dakota Wing's jurisdiction is defined by the boundaries of the state. Missions under this MOU will be performed by the South Dakota Wing. Contact information is included as Attachment B. (The parties may update Attachment B 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 often pay to 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. South Dakota Wing may use CAP members assigned to units from outside of South Dakota to perform missions under this MOU. All CAP members shall be deemed members of South Dakota Wing while performing missions under this MOU and entitled to benefits of such membership that arise under this MOU.

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

b. South Dakota.

(1) Department of Military (DMA). DMA is responsible for assisting civil authorities in the protection of life and property and to preserve order and public safety under direction of the Governor. DMA contact information is provided in Attachment B.

(2) Department of Public Safety (DPS). DPS is responsible for keeping South Dakota a safe place in which to live, work, visit and raise a family. The Department of Public Safety's contact information is provided in Attachment B.

(3) Department of Agriculture (DA). DA is responsible for monitoring the condition of crops, grasslands, and forests, including wildland fire suppression. Department of Agriculture contact information is provided in Attachment B.

(4) Other State or Local Agencies. Any other agencies of South Dakota or local government agencies within South Dakota 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.

(5) State-Wing Relationship. The statutory relationship between South Dakota and CAP is currently set forth in SDCL Chapter 50-3 and establishes the South Dakota Civil Air Patrol as an instrumentality of the state. For administrative purposes, the SD CAP is attached to the Department of Military Affairs. (SDCL Chapter 50-3-3)

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. South Dakota Wing assistance to the State of South Dakota may include, and is not limited to: aerial missions such as reconnaissance to search for victims, damage assessments, or environmental surveys utilizing visual, photographic, digital, and video techniques; airborne communications support; and airlift (subject to regulatory restrictions discussed in paragraphs 3b, 5g, and 5h below). Other support may include: supplemental incident command staff, manual labor (e.g., traffic control or filling sandbags for flood control); radio communications; assistance at shelters set up for the victims of disasters, support for training exercises (in non-combat roles only), VIP escort at state functions and providing ground teams (typically used in search and rescue (SAR) missions). Ground teams are prohibited from participating in counterdrug or other law enforcement missions.

(3) Communications. In order to ensure radio communication interoperability when South Dakota Wing is engaged in joint missions with state and local agencies, and to facilitate other missions performed by South Dakota Wing for the State of South Dakota, South Dakota Wing is authorized to use such state digital communications talk groups as may be allocated to South Dakota Wing by State Radio Communications. South Dakota Wing may also use other talk groups when verbally authorized for the duration of specific missions. Use by CAP of the state digital communications system shall be restricted to operations in which interagency communications is required. When operating on the state digital communications system, CAP will use its own assigned call signs, or functional designators assigned in accordance with the incident command system. Equipment used by South Dakota Wing on the State System will meet technical requirements as established in 47 CFR 90 (FCC Regulations) and 47 CFR 300 (NTIA Red Book). On a space or time available basis, State Radio Communications may also provide in-kind support to South Dakota Wing, including, but not limited to, assistance with radio programming and authorization for radio equipment, such as repeaters, on state towers.

b. Limitations.

(1) Priority of Missions. The State of South Dakota 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 that may affect the availability of support to state and local authorities. Priority for utilizing CAP resources is as follows: first, USAF, then other DOD departments and agencies, other Federal departments and agencies, state agencies, and finally, local agencies.

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

(a) Federal Aviation Regulations. Civil Air Patrol pilots, many 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. CAP pilots with higher certifications are less restricted (See Attachment C, CAP Missions and Volunteer 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, 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 [the 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 is in imminent peril and (b) local resources are inadequate, please see Attachment AF for criteria and procedures for requesting an AFAM (Air Force Assigned Mission).

5. Requesting Missions - In General. Any and all mission requests may be submitted to the NOC at (888) 211-1812 or opscenter@capnhq.gov. A suggested format is enclosed as Attachment F. 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. See Attachment AF regarding requests for mercy mission operations. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

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

g. State and Local Crewmembers. State or local agencies may request CAP aircraft and aircrew as an aerial platform from which state or local 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. These officials may be authorized to fly aboard CAP aircraft in accordance with CAPR 60-1, *CAP Flight Management*. State and local officials performing aerial work or duty in the aircraft during flight are crewmembers and not "passengers" (14 C.F.R. §119.1(e)(4).)

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

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

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

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 South Dakota Wing and the state agree to maintain continual and effective communication and coordination to facilitate the training necessary for effective CAP participation with state emergency service personnel in disaster relief missions.

c. In recognition of the various and valuable contributions the SD Wing of Civil Air Patrol makes to state government and local communities, the state may support CAP in terms of: (a) training CAP personnel to state standards, (b) providing facilities to house its units and equipment, (c) short-term use of state facilities for training programs or actual emergency operations when not in use by the primary occupant, (d) ensuring technical compatibility between state and CAP systems where needed, (e) assisting with the maintenance or acquisition of equipment used to support state operations, (f) assisting with the acquisition of expendable

supplies, (g) providing telecommunications services, (h) considering CAP needs in the disposal of surplus state property, and (i) by any other means deemed appropriate.

7. Reimbursement. Reimbursement to South Dakota Wing for missions will be as follows:

a. Reimbursement for Corporate Missions. When state reimbursement is required by South Dakota Wing for missions performed under this MOU, such reimbursement shall be limited to the rates established in the current Civil Air Patrol Regulation 173-3, *Payment for Civil Air Patrol Support*, and Attachment 1 (a copy of which is provided as Attachment D and incorporated herein by reference). The parties agree that Attachment D, as revised from time to time by Civil Air Patrol and approved by CAP-USAF and the FAA, will be the basis for determining reimbursement. (Updates to Attachment D will be available online) 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 South Dakota Wing receives or is offered state funds for aircraft operating expenses (fuel, oil, maintenance), South Dakota Wing may not seek or accept reimbursement for the same expense from CAP National Headquarters, or from any other source (i.e. a federal agency).

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

(a). The State of South Dakota does not have the authority to indemnify and hold harmless the South Dakota Civil Air Patrol from any and all claims, liabilities, losses, damages, charges, etc., which may arise during the course of conducting missions as contemplated by this MOU.

(b). The State of South Dakota will be responsible for errors, omissions, and negligence of its employees who participate in the performance of missions contemplated by this MOU. Employees of the State who participate in missions contemplated by this MOU are insured through the PEPL Fund.

The South Dakota Civil Air Patrol will be responsible for errors, omissions, and negligence of its volunteers who participate in the performance of missions contemplated by this MOU. Civil Air Patrol volunteers are insured by the commercial insurance as documented in National Headquarters Civil Air Patrol CAP Regulation 900-5.

(c). CAP shall maintain business aviation liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each occurrence and \$250,000.00 each passenger. Such insurance shall include coverage for owned, hired and non-owned aircraft. CAP shall ensure that coverage applies to activities performed in accordance with this agreement. The certificate of insurance must state: "employees of the State of South Dakota are included as additional insured." Insurer is aware and agrees to all activities covered under this agreement as part of this policy and passenger liability is extended to the same use of the aircraft and waiver of subrogation is included in CAP's insurance as it relates to this contract."

(d). This agreement shall be governed and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this agreement shall be venued in Circuit Court, 6th Judicial Circuit, Hughes County, South Dakota.

9. Air Force Provisions.

a. This MOU is between the CAP Corporation and the State of South Dakota 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 once 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-day advance written notice of termination signed by their designated representatives. Copies of the termination notice shall be mailed to the designated representatives of each of the parties at addresses shown below. (See Attachment B and the addresses below).


National Headquarters, Civil Air Patrol
Attention: DO (Director of Operations)
105 South Hansell Street
Maxwell AFB, AL 36112


Dept. of Military Affairs
Soldiers and Sailors Building
425 E. Capitol
Pierre, South Dakota 57501

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

South Dakota Wing, CAP

State of South Dakota ,

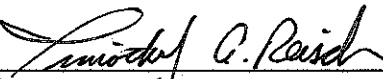
By 
John N. Seten, Colonel, CAP
South Dakota Wing Commander


By 
Dennis Daugaard
Governor, State of South Dakota



Dated: 16 Jan 13

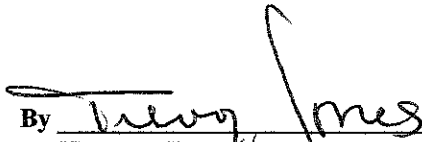
Dated: 2/26/13

By 
Timothy Reisch, Major General, USA
Dept. of Military ~~and Veterans Affairs~~

By 
Walt Bones
Secretary, Department of Agriculture

Dated: 8 Feb 2013

Dated: 2/20/13

By 
Trevor Jones
Secretary, Dept. of Public Safety

Approved as to Form by:


Dated: 2-2013

Attachments:

- AF Air Force Assigned Missions
- B Contact Information
- C Table: CAP Missions and Volunteer Limitations
- D CAP Regulation 173-3, *Payment for Civil Air Patrol Support*, Attachment 1, Reimbursement Rates
- E State Protections Afforded CAP & Members
- F Suggested format: Request for CAP Assistance
- G SD Volunteer Work Agreement and Information Sheet

References:

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

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

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

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

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

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

CAP Regulations - 60 series including:

CAP Regulation 60-1, *Flight Management*

CAP Regulation 60-3, *CAP Emergency Services Training and Operational Missions*

CAP 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*

AIR FORCE ASSIGNED MISSIONS

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

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

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

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

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

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

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

Attachment B

CONTACT INFORMATION

CIVIL AIR PATROL

Contact Information as 9 January 2013

MISSION	CONTACT	PHONE & E-MAIL	ADDRESS
Planning & Miscellaneous	South Dakota Wing Headquarters	HQ: (605) 393-4215 Fax: (605) 393-4216	South Dakota Wing Civil Air Patrol 4275 Airport Road Suite A Rapid City, SD 57703
	Col John Seten Wing Commander	C: (605) 201-3580 H: (605) 371-3580 E: sdwingcc@gmail.com	
	Maj Nick Gengler Director of Operations	H: (605) 864-1359 E: nick_gengler@hotmail.com	
<hr/>			
Homeland Security (HS) Missions (MOU Para. 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	CAP National Operations Center 105 S. Hansell St., Bldg 714 Maxwell AFB, AL 36112-6332
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Corporate Missions (MOU Para. 5)	South Dakota Wing Commander or Designee	W: (605) 367-4870 F: (605) 367-4871	South Dakota Wing Civil Air Patrol 101 St Joseph St, Ste 103 Rapid City SD 57701
	Col Teresa Schimelfening	H: (605) 341-3445 C: (605) 670-1982 E: capsdwingcc@gmail.com	
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CAP-USAF

Contact Information as of 9 January 2013

MISSION	CONTACT	PHONE & E-MAIL	ADDRESS
Planning & Miscellaneous -- AFAM	CAP-USAF State Director of Liaison Services Mr. Greg Maier	(W): (701) 258-0747 Fax: H: (701) 258-5457 P: C: (701) 220-7061	State Wing Liaison Office Attn: SD P. O. Box 608 Bismarck, ND 58502

Attachment B

CONTACT INFORMATION

CIVIL AIR PATROL

Contact Information as of 9 January 2013

AGENCY	CONTACT	PHONE & E-MAIL	ADDRESS
Dept. of Military Affairs	Agency Head or Designee	W: (605) 773-5341 F: (605) 773-5380 H: P:	Dept. of Military Affairs Soldiers ad Sailors Bldg. 425 E. Capitol Pierre, SD 57501
	Deputy Secretary	C: E:	

NOTE: The DMVA will act as initial contact point for matters of planning, operations and billing.

Department of Public Safety	Agency Head or Designee	W: (605) 773-3178 F: (605) 773-3018 H: P:	Dept. of Public Safety Public Safety Bldg. 118 W. Capitol Pierre, SD 57501-2000
	Secretary	C: E:	

Department of Agriculture	Agency Head or Designee	W: (605) 773-3375 F: (605) 773-5926 H: P:	Dept. of Agriculture Foss Building 523 E. Capitol Pierre, SD 57501-3182
	Secretary	C: E:	

Attachment C

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 (AFAMs)	Pilot crewmembers, CAP members, Armed Services, Authorized Government Employees	A or B Reimbursed or Not Reimbursed	Corporate Owned	Private Pilot	Fuel, Oil, Supplemental Oxygen, Fluids, Lubricants, Servicing, Maintenance, Per Diem	Exemption 6771
			Member Furnished	Private Pilot	In accordance with CAPR 173-3	Exemption 6771
		C Reimbursed or Not Reimbursed	See Aerial Work Operations			
	Other Passengers	A	Any	Private Pilot	Fuel, oil, airport expenditures, or rental fees	FAR 61.113(e)
		B or C Reimbursed	Any	Commercial Pilot or ATP	Any Expenses Authorized by CAP	FAR 119.1(e)(4)
		Not Reimbursed	Any	Private Pilot	See Note 1	FAR 61.113(a); FAR 61.113(c); FAR 119.1(e)(4); FAA Interpretation 1997-23
Aerial Work Operations (Aerial imaging, radio relay)	Crewmembers (FAR 1.1)	Any	Any	Private Pilot	See Note 1	FAR 61.113(a); FAR 61.113(c); FAR 119.1(e)(4); FAA Interpretation 1997-23
	Passengers or Non-CAP Property	Reimbursed	Any	Commercial Pilot or ATP	Any Expenses Authorized by CAP	FAR 119.1(e)(4)
		Not Reimbursed	Any	Private Pilot	See Note 1	FAR 61.113(a); FAR 61.113(c); FAR 119.1(e)(4); FAA Interpretation

Attachment C

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 IAW CAPP 52-7, 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	IAW CAPR 173-3	
		B Not Reimbursed	Corporate Owned	Private Pilot	Fuel, Oil, Supplemental Oxygen, Fluids, Lubricants, Servicing, Maintenance, Per Diem	
			Member Furnished	Private Pilot	IAW 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.).

SOUTH DAKOTA WING CAP VOLUNTEER LIMITATIONS

For missions funded by state or local agencies:

Pilots will hold a current CAP Mission Pilot rating. If hauling Non CAP crewmembers FAA regulations will be adhered to, and current under CAP standards.

Aircrew will be fully qualified (or in trainee status and directly supervised by a fully trained crewmember), and current under CAP standards.

Incident Staff will be fully qualified (or in trainee status and directly supervised by a fully qualified Staff member) in accordance with the National Incident Management System (NIMS), and current under CAP standards.

Field Team Members and Leaders will be fully qualified (or in trainee status directly supervised by a qualified field team member) and current under CAP standards.

Note: All participants in state or local missions must be at least 18 years of age or under direct supervision of a qualified adult member.

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

6

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

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

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	\$29.00	\$37.00	\$48.00	\$38.00	\$52.00	\$74.00	\$52.00

Notes:

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

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

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

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

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

The following reimbursement rates will apply when CAP resources are used to fulfill State or local Requests for Assistance as excerpted from CAP Regulation 173-3, "Payment for Civil Air Patrol Support":

Aircraft Maintenance:	Cessna 182 -- \$ 37 per hour flown (partial hours prorated) Cessna 172 -- \$ 29 per hour flown (partial hours prorated) Other Aircraft -- as shown in the table below
Aircraft Fuel and oil:	Actual costs
Aircraft Misc Expense:	\$5.00 per hour flown
Aircrew Per Diem:	State rates (only when overnight stay is required)
Aircrew Time:	No cost
Satellite Transmissions from aircraft:	\$ 1.25 per minute of connect time as a stipulated estimate of actual cost.
Incident Staff Per Diem:	State rates (only when overnight stay is required)
Administrative expenses:	Actual costs
Incident Staff Time:	No cost
Field Team Per Diem:	State rates (only when overnight stay is required)
Field Team Time:	No cost
Vehicle Maintenance:	State rates per mile driven (APPLIES TO PRIVATELY OWNED VEHICLES ONLY.)
Vehicle Fuel and oil:	Actual costs

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ATTACHMENT E

REQUEST FOR CIVIL AIR PATROL ASSISTANCE

DATE OF REQUEST: _____

AGENCY REQUESTING ASSISTANCE: _____

NATURE OF THE ASSISTANCE REQUESTED:

LOCATION OF MISSION: _____

START DATE / TIME: _____

END DATE / TIME: _____

NAME AND ADDRESS OF AGENCY GUARANTEEING REIMBURSEMENT:

MAXIMUM REIMBURSEMENT AUTHORIZED: \$ _____

AGENCY CONTACT NAME: _____

CONTACT PHONE NUMBER: _____

Forward this request to the C.A.P. National Operations Center

Fax	(334) 953-4242
Phone	(334) 953-5823 or (888) 211-1812
E-mail	opscenter@capnhq.gov

AirSure Limited
25548 Genesee Trail Road
Golden, CO 80401

Dept. of Public Safety*
Public Safety Bldg.
118 W. Capitol
Pierre SD 57501-2000

MAIL DOCUMENT

Certificate of Insurance Delivery by **ecertsonline**™

Sender: (CO) Kathy Walton

Phone: 303-526-5300

Subject: AVIATION (02/10) Certificate of Insurance - Civil
Air Patrol/ General Counsel

Date: 1/9/2013

No. of Pages: 3

URL:

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THE MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA REGULAR POSTAL SERVICE.

CERTIFICATE OF INSURANCE

This certificate cancels and supersedes ALL previously issued certificates.

DATE ISSUED

1/9/2013

NAMED INSURED:

Civil Air Patrol
General Counsel
105 South Hansell St., Building 714
Maxwell AFB AL 36112

CERTIFICATE HOLDER:

Dept. of Public Safety*
Public Safety Bldg.
118 W. Capitol
Pierre SD 57501-2000

This is to certify that the following policy(s), subject to the terms, conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated below. In the event of material change or cancellation of said policy(s), the company will endeavor to notify the certificate holder, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

Policy Type: AIRCRAFT

Insurance Company: Old Republic Insurance Company

Policy Number(s): AV4851714

Policy Period: 1 Oct 2011 to 1 Oct 2014 at 12:01 am

Policy Territory: Worldwide

Aircraft Liability

All aircraft owned and/or operated by the Civil Air Patrol

\$10,000,000 Each Occurrence

Policy Type: GENERAL LIABILITY

Insurance Company: Old Republic Insurance Company

Policy Number(s): AP690414

Policy Period: 1 Oct 2011 to 1 Oct 2014 at 12:01 am

Policy Territory: Worldwide

Premises Liability - All Locations

\$1,000,000 Each Occurrence / \$2,000,000 Aggregate
\$2,500 Deductible Each and Every Loss

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document, with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

ADDITIONAL AGREEMENTS:

* employees of the State of South Dakota are included as additional insureds as respects to operations by/on behalf of the Named Insured

--See Attached Remarks Schedule--

NOTICE OF CANCELLATION: IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION OF SAID POLICY(S), THE COMPANY(S) SHALL GIVE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER WITH THE EXCEPTION OF A 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.

AIRSURE
LIMITED

AirSure Limited
25548 Genesee Trail Road
Golden, CO 80401



(CO) Kerin Dodd

Authorized Signature

303-526-5300
303-526-5303

AIRSURE LIMITED. AVIATION (02/2010)

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY AirSure Limited		NAMED INSURED Civil Air Patrol General Counsel 105 South Hansell St., Building 714 Maxwell AFB AL 36112	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: AV **FORM TITLE:** Interest: AVIATION ((02/10))

CERTIFICATE HOLDER: Dept. of Public Safety* Public Safety Bldg.

ADDRESS: 118 W. Capitol Pierre SD 57501-2000

Certificate Holder is included as an additional insured but only as respects operations of the Named Insured.

The insurance extended by this policy shall not apply to, and the Certificate Holder shall not be insured for bodily injury or property damage which arises from the design, manufacture, modification, repair, sale, handling or servicing of the aircraft by the Certificate Holder.

With respect to physical damage coverage, the Company agrees to waive its rights of recovery against the Certificate Holder.