

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CIVIL AIR PATROL BY AND THROUGH ITS TEXAS WING
AND
TEXAS A&M FOREST SERVICE, A MEMBER OF THE TEXAS A&M
UNIVERSITY SYSTEM**

1. Purpose. TEXAS A&M FOREST SERVICE, a member of The Texas A&M University System (A&M University System) and an agency of the State of Texas, and Civil Air Patrol (CAP) wish to utilize the services of CAP and its volunteers for the public good. This memorandum of understanding (MOU) describes the procedures by which TEXAS A&M FOREST SERVICE 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 All previous MOU(s) between CAP and TEXAS A&M FOREST SERVICE are superseded by this agreement. *NOTE: No Counterdrug (CD) missions are authorized by this MOU.*

2. Parties. This MOU is between CAP, by and through its TEXAS WING (TXWG), and TEXAS A&M FOREST SERVICE.

a. Civil Air Patrol. CAP is a federally chartered charitable non-profit corporation. (36 U.S.C. §§40301-40307). Although CAP is not a government agency or military service, it acts as a volunteer civilian auxiliary of the United States Air Force (USAF) when the services of CAP are used by any department or agency in any branch of the Federal Government. Only the USAF can assign "Air Force Assigned Missions" (AFAMs) See Attachment AF for a discussion of CAP's status and missions as the Air Force Auxiliary (10 U.S.C. §§9491, 9498) and procedures to request AFAMs.

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

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

b. TEXAS.

(1) TEXAS A&M FOREST SERVICE. TEXAS A&M FOREST SERVICE Texas A&M Forest Service is a member of The Texas A&M University System responsible for responding to all hazard incidents within Texas, including the selection and utilization of available resources and organizations capable of rendering assistance. TEXAS A&M FOREST SERVICE's contact information is provided in Attachment A.

(2) TEXAS-WING Relationship. There is no statutory relationship between TEXAS A&M FOREST SERVICE and TXWG.

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. WING assistance to TEXAS A&M FOREST SERVICE may include and is not limited to: aerial missions such as aerial wildfire detection, reconnaissance to search for victims, damage assessments, wildlife, waterways, roadways or environmental surveys utilizing visual, photographic, digital, and video techniques; airborne communications support; and airlift (subject to regulatory restrictions discussed in paragraph 3b).

b. Limitations.

(1) Priority of Missions. TEXAS A&M FOREST SERVICE understands and acknowledges that the USAF may withdraw CAP from missions in progress under this MOU when necessary to pursue higher priority missions. This is because CAP is the official auxiliary of the Air Force, and there is a priority for employing CAP resources which may affect availability of support to state and local authorities. Priority for utilizing CAP resources is as follows: first, USAF, then other DoD departments and agencies, other . Federal departments and agencies, state agencies, and finally, local agencies.

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

(a) Federal Aviation Regulations. Civil Air Patrol pilots, most of whom are private pilots, are required to comply with Federal Aviation Regulations (FARs). The FARs may prohibit private pilots from flying some of the missions (including transport missions except for certain exceptions) contemplated by this MOU. (See Attachment B, CAP Missions and Pilot Limitations)

(b) Assistance to Law Enforcement. CAP regulations limit assistance to law enforcement agencies to "passive assistance."

CAP members may not be deputized nor may they take an active part in arrest or detention activities and have no authority to restrict persons by means of force, active or implied.

a. CAP assistance to law enforcement agencies which may lead to criminal prosecution is restricted to patrol, reconnaissance, communications relay and reporting only. Requests for such assistance, unless of an emergency nature, must be approved in advance by the wing and region commanders and coordinated with NHQ/DO via the CAP National Operations Center (NOC) at 888.211.1812 or opscenter@capnhq.gov. All CAP flights will be in accordance with CAPR 70-1, *CAP Flight Management*.

(CAPR 900-3 paragraph 3a.)

(c) CAP Directives. CAP missions and activities are also limited by CAP regulations. CAP personnel are required to comply with CAP regulations. Failure of CAP members to comply with applicable regulations may result in administrative action. (See References below)

(3) Risk Management. CAP is an organization of non-paid volunteer citizens. As such, CAP members may decline to participate in missions or discontinue missions at any time. Additionally, CAP may decline or suspend CAP missions for any reason, including but not limited to safety, risk, and liability concerns.

4. **Emergencies.** For emergency missions in which (a) life or property are in imminent peril and (b) local resources are inadequate, please see Attachment AF for criteria and procedures for requesting an AFAM.

5. **Requesting Missions - In General.** Any and all mission requests may be submitted to the NOC at 888.211.1812 or opscenter@capnhq.gov. Reimbursement will be made in accordance with this paragraph and paragraph 7. Corporate missions may include, but are not limited to:

a. **Air and Ground Search and Rescue (SAR) Operations.** See Attachment AF regarding requests for air and ground SAR operations. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

b. **Mercy Missions.** Mercy missions refer to the transport of blood, organs, serum, and medical equipment necessary to relieve a specific time-critical, life-threatening situation where commercial transportation is unavailable. For more information on how to request a Mercy mission, contact the 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). See Attachment AF regarding requests for DR missions. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

d. **SAR/DR Training Missions.** See Attachment AF regarding requests for air and ground SAR/DR Training Missions. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

e. **Homeland Security (HLS).** See Attachment AF regarding requests for Homeland Security operations. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

f. **Aerial Reconnaissance of Ground Conditions and Surface Traffic for TEXAS A&M FOREST SERVICE.** This may include visual or photographic reconnaissance of wildlife, land, forests, roadways and waterways, etc. (Note: In the event of an "environmental disaster," TEXAS A&M FOREST SERVICE may be able to request an AFAM in accordance with Attachment AF). Participation of TEXAS A&M FOREST SERVICE personnel in these aerial reconnaissance missions are discussed in paragraph 5g below.

g. **Agency Crewmembers.** TEXAS A&M FOREST SERVICE may request CAP aircraft and aircrew as an aerial platform from which TEXAS A&M FOREST SERVICE officials may perform "aerial work," as "crew members." "Aerial work" includes missions

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such as aerial reconnaissance of ground conditions (discussed in paragraph 5f above) or operation of an airborne repeater. TEXAS A&M FOREST SERVICE officials may be authorized to fly aboard CAP aircraft in accordance with CAPR 70-1. TEXAS A&M FOREST SERVICE officials performing aerial work or duty in the aircraft during flight are crewmembers and not "passengers."

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

(1) TEXAS A&M FOREST SERVICE Officials/Other Non-CAP Passengers. CAP may transport TEXAS A&M FOREST SERVICE officials and other non-CAP passengers approved in accordance with CAPR 70- 1.

6. Command, Control, Coordination and Cooperation:

a. Immediate command and control over all CAP resources and personnel employed in accordance with this MOU shall rest with CAP at all times. Mutual consent should be the norm; nevertheless, any party to this agreement may suspend or terminate CAP missions conducted pursuant to this MOU without cause.

b. Both WING and TEXAS A&M FOREST SERVICE agree to maintain continual and effective communication and coordination to facilitate the training necessary for effective CAP participation with TEXAS emergency service personnel in disaster relief missions.

7. Reimbursement. Reimbursement to WING for missions will be as follows:

a. **Reimbursement for Corporate Missions.** When TEXAS A&M FOREST SERVICE reimbursement is required by TXWG for missions performed under this MOU, such reimbursement shall be limited to the rates established in the current Civil Air Patrol Regulation 173-3, *Payment for Civil Air Patrol Support* Attachment 1 (a copy of which is provided as Attachment C and incorporated herein by reference). The parties agree that Attachment C, as revised from time to time by Civil Air Patrol and approved by CAP-USAF, will be the basis for determining reimbursement. Additionally, aircraft and automobile fuel and oil will be reimbursed at actual cost.

b. **Restrictions on Billing.** Dual payment/compensation or double billing is prohibited and may not be requested or accepted. For example, if WING receives or is offered state funds for aircraft operating expenses (fuel, oil, maintenance), WING may not seek or accept reimbursement for the same expense from CAP National Headquarters, or from any other source (i.e. another federal agency).

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

a. **State Protections.** TXWG, CAP member volunteers are assured of the applicable benefits afforded to volunteers of the State of Texas. For example, if applicable, Texas Labor Code Section 501.026 states that: "A person not otherwise covered by workers' compensation insurance for the services performed under this section who performs volunteer services for the state in a disaster or in scheduled emergency response training under the direction of an officer or employee of the state is entitled to medical benefits under this chapter for an injury sustained by the person in the course of providing those services."

b. **CAP Protections.** In addition to protections afforded in paragraph 8a above (if any), CAP and its members are protected by liability insurance policies as well as member benefits described in CAP Regulation 900-5, *Civil Air Patrol Insurance/Benefits Program* and 112-10, *Indemnification*.

c. **Federal Protections.** CAP and its members are not deemed to be instrumentalities of the United States while performing corporate missions. If a mission is designated as an AFAM, Federal Tort Claims Act (FTCA) (10 U.S.C. 9442(b) (2); 28 U.S.C. 2671 *et. seq.*) and Federal Employees Compensation Act (FECA) (5 U.S.C. 8141) protections apply.

9. Miscellaneous.

a. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, CAP agrees that any payments owing to CAP under this MOU may be applied directly toward certain debts or delinquencies that CAP owes the State of Texas or any agency of the State of Texas regardless of when they arise until such debts or delinquencies are paid in full.

b. **Venue.** The substantive laws of the State of Texas (and not its conflicts of law principles), USA, govern all matters arising out of or relating to this MOU and all the transactions it contemplates. Pursuant to Section 85.18 (b), Texas Education Code, venue for a state suit filed against The Texas A&M University System, any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System, is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located. At execution of this MOU, such county is Brazos County, Texas. Venue for any suit brought against The Texas A&M University System in federal court must be in the Houston Division of the

Southern District of Texas.

c. Loss of Funding. Performance by TEXAS A&M FOREST SERVICE under this MOU may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, TEXAS A&M FOREST SERVICE will issue written notice to CAP, and TEXAS A&M FOREST SERVICE may terminate this MOU without further duty or obligation hereunder. CAP acknowledges that appropriation of funds is beyond the control of TEXAS A&M FOREST SERVICE.

d. State Auditor's Office. CAP understands that acceptance of funds under this MOU constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. CAP agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. CAP will include this provision in all contracts with permitted subcontractors.

e. Dispute Resolution. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TEXAS A&M FOREST SERVICE and CAP to attempt to resolve any claim for breach of contract made by CAP that cannot be resolved in the ordinary course of business. CAP shall submit written notice of a claim of breach of contract under this Chapter the Chief of TEXAS A&M FOREST SERVICE, who shall examine CAP's claim and any counterclaim and negotiate with CAP in a support to resolve the claim.

f. Conflict of Interest. By executing this MOU, CAP and each person signing on behalf of CAP, certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M System or The Texas A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M System, has direct or indirect financial interest in the award of this MOU, the services to which this MOU relates, or in any of the profits, real or potential, thereof.

g. Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

h. Not Eligible for Rehire. ISP is responsible to ensure that employees participating in work for any Texas A&M System member have not been designated by The Texas A&M System as Not Eligible for Rehire as defined in System policy

32.02, Section 4. Non- conformance to this requirement may be grounds for termination of this MOU.

10. Effective Date, Term, Termination, and Approval Provisions.

a. **Effective Date.** The terms of this MOU will become effective as of the date signed by both parties.

b. **Term.** This MOU shall be effective for a period of five years from its effective date.

c. **Amendment.** This MOU embodies the entire terms and understanding of the parties and no other agreements exist between the parties except for those expressly stated herein, to include attachments cited below and executed by the parties. This MOU may be amended by written notice of either party, which expressly identifies itself as a part of this agreement and is signed by an authorized representative of each of the parties. Air Force provisions in this MOU are not subject to amendment or revision by either party. (See paragraph 9 and Attachment AF)

d. **Termination.** The parties may terminate this MOU at any time upon sixty (60) day advance written notice of termination signed by their designated representatives. Copies of the termination notice shall be mailed to the designated representatives of each of the parties at addresses shown below. (See Attachment A and the addresses below).

CIVIL AIR PATROL

National Headquarters, Civil Air Patrol
105 S. Hansell Street
Maxwell AFB, AL 36112

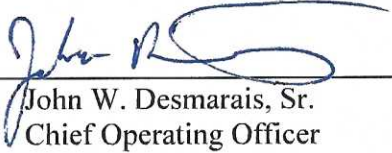
TEXAS A&M FOREST SERVICE

200 Technology Way, Suite 1151
College Station, TX 77845

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

CIVIL AIR PATROL

TEXAS A&M FOREST SERVICE

BY 
John W. Desmarais, Sr.
Chief Operating Officer

BY 
Al Davis
Director – Texas A&M Forest Service

DATED: 12 September 2023

DATED: 13 September 23

Attachments:

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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 Assistant Director of Operations.

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

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

Attachment A

**CIVIL AIR PATROL
CONTACT INFORMATION**

CIVIL AIR PATROL Contact Information as of 21 August 2023			
MISSION	CONTACT	PHONE & E-MAIL*	ADDRESS
Planning & Miscellaneous	Commander, Texas Wing, Civil Air Patrol	Col William Schroder C: 972-979-2209 Email: wschroder@cap.gov	553 Terry Crawford Drive Nacogdoches, TX 75964-2468 936-205-9013
Operational Requirements	Vice Commander - South, Texas Wing, Civil Air Patrol	LtCol Ralph S. Hagedorn (832) 265-8420 txhagedorn@gmail.com	553 Teny Crawford Drive Nacogdoches, TX 75964-2468 936-205-9013
Homeland Security(HLS) (MOU Paragraph Se)	CAP National Operations Center	W: 888.211.1812/ 334.953.5823/ DSN 493-5823 F: 334.953.4242 DSN 493.4242 E: ooscenter@caonha.2:ov	

**TEXAS A&M FOREST SERVICE
CONTACT INFORMATION**

STATE AGENCY Contact Information as of 21 August 2023			
MISSION	CONTACT	PHONE & E-MAIL*	ADDRESS
Planning & Miscellaneous	Lufkin Dispatch	Phone: 844-476-3473 Email: lufkindispatch@tfs.tamu.edu	
Billing	Karen Stripling	Phone: (936) 546-1153 Email: kstripling@tfs.tamu.edu	Texas A&M Forest Service 155 Texas Forest Service Loop Lufkin, TX 75904
Operations	Jordan Herrin	Phone: (979) 450-4859 Email: jherrin@tfs.tamu.edu	Texas A&M Forest Service 155 Texas Forest Service Loop Lufkin, TX 75904

Attachment B
TABLE: CAP MISSIONS AND PILOT LIMITATIONS

CAP MISSIONS AND PILOT LIMITATIONS

IF THE PURPOSE OF THE FLIGHT IS	AND ON BOARD ARE	AND THE MISSION IS	AND THE AIRCRAFT IS	THEN MAY BE FLOWN BY	PILOT MAY BE REIMBURSED FOR	REFERENCE
Air Force Assigned Missions (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 B
TABLE: CAP MISSIONS AND PILOT LIMITATIONS (cont'd)

						1997-23
IF THE PURPOSE OF THE FLIGHT IS	AND ON BOARD ARE	AND THE MISSION IS	AND THE AIRCRAFT IS	THEN MAY BE FLOWN BY	PILOT MAY BE REIMBURSED FOR	REFERENCE
Domestic CAP Cadet Orientation Flights 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(c), Interpretation 1997-23
				Commercial Pilot	Any Expenses Authorized by CAP	Exemption 6485
		C Reimbursed	Any	Not Authorized - Part 135	N/A	FAR 119.1

Note 1: Pilot may not receive reimbursement, but pilot may log flight time.

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

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



NATIONAL HEADQUARTERS
CIVIL AIR PATROL
UNITED STATES AIR FORCE AUXILIARY
MAXWELL AIR FORCE BASE, ALABAMA 36112-5937

ICL 22-04
1 October 2022

MEMORANDUM FOR ALL CAP UNIT COMMANDERS

FROM: CAP/CC

SUBJECT: Interim Change Letter – CAPR 173-3, Payment for Mission Support

1. It is critical that aircraft rate changes occur when the fiscal year changes. This interim change letter replaces ICL 21-02 and will remain in effect until a new regulation is published; there is no expiration date on this change letter.

2. Each year the staff reviews the reimbursement rates and procedures in CAPR 173-3. The following changes (noted in grey) are effective on 1 October 2022:

Attachment 1, Table 1 is changed to:

Table 1. "Dry" Hourly Reimbursement Rates for all sorties flown on or after 1 October 2022 on CAP or member-funded missions

Manufacturer	Cessna	Cessna	Cessna	Cessna	Gippsland	Maule
Model	172	182	A185F	206	GA-8	MT-7-235
Cost/hour	\$67	\$77	\$146	\$109	\$114	\$74

Attachment 1, Table 2 is changed to:

Table 2. "Dry" Hourly Reimbursement Rates for all sorties flown on or after 1 October 2022 on externally funded missions.

Manufacturer	Cessna	Cessna	Cessna	Cessna	Cessna	Cessna	Gippsland	Maule
Model	172	182	SP 182Q	A185F	206	SP 206	GA-8	MT-7-235
Cost/hour	\$92	\$115	\$188	\$232	\$201	\$252	\$168	\$107

3. Questions can be directed to the Director of Operations, John Desmarais, at jdesmarais@capnhq.gov or 334-953-9105.

EDWARD D. PHELKA
Major General, CAP
Commander

cc:
CAP/CV/CS/CCC/COO/COA/DA/DO/FM/GC/IT/LG/NOG
All CAP Region and Wing CV/CS/DC/DO/DOC/DOH/DOS/DOU/DOV
All Wing Administrators
CAP-USAF/CC/CV/DO/FM/JA/LRs

Attachment C
CAPR 173-3. ATTACHMENT 1,
REIMBURSEMENT RATES. cont'd

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CAPR 173-3 ATTACHMENT 1 1 OCTOBER 2015

Attachment 1 – Aircraft Flying Hour Maintenance Payment Rates

The rates in these tables are calculated from actual reported maintenance expenses for CAP aircraft. Many factors, such as aircraft age, Airworthiness Directives, design and model, affect CAP expenditures for maintenance. CAP has elected to establish overall fleet rates for only the models of aircraft in the CAP corporate fleet.

Wings participating in the national consolidated maintenance program will not have maintenance funds paid to the wing. In addition, the Category "B" and "C" maintenance mission funds collected by those wings must be forwarded to NHQ so the funds can be used to maintain the wing's aircraft.

Effective 1 October 2022

Table 1. "Dry" Hourly Reimbursement Rates for all sorties flown on or after 1 October 2022 on CAP or member-funded missions

Manufacturer	Cessna	Cessna	Cessna	Cessna	Gippsland	Maule
Model	172	182	A185F	206	GA-8	MT-7-235
Cost/hour	\$67	\$77	\$146	\$109	\$114	\$74

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

The glider rate per launch for CAP or member-funded sorties flown on or after 1 October 2018 is \$10. The glider rate per launch for externally funded missions is \$12. Tow or launch costs are still processed separately (See note 5, 6 and 7).

The balloon rate per hot hour for CAP or member funded sorties flown on or after 1 October 2018 is \$38. The balloon rate per hot hour for externally funded missions is \$48. Fuel and other associated launch and recovery costs are still processed separately.

Table 2. "Dry" Hourly Reimbursement Rates for all sorties flown on or after 1 October 2022 on externally funded missions.

Manufacturer	Cessna	Cessna	Cessna	Cessna	Cessna	Cessna	Gippsland	Maule
Model	172	182	SP 182Q	A185F	206	SP 206	GA-8	MT-7-235
Cost/hour	\$92	\$115	\$188	\$232	\$201	\$252	\$168	\$107

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

Notes:

1. "Basic Hourly Rate" for single-engine member-owned/furnished aircraft not listed above is \$64. The basic glider rate per launch for member-owned/furnished gliders not listed above is \$10. The basic balloon rate per hot hour for member-owned/furnished balloons not covered above is \$38.
2. Use of single-engine member-owned or member-furnished aircraft must be approved in advance for all missions.

Attachment C
CAPR 173-3, ATTACHMENT 1,
REIMBURSEMENT RATES, cont'd

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CAPR 173-3 1 OCTOBER 2015

2.1. Use in Air Force assigned missions requires approval by the appropriate Air Force approval authority. It also requires the member to complete an Air Force hold harmless agreement.

2.2. Use in corporate missions requires approval by the wing/region commander or director of operations/director of emergency services.

2.3. Single-engine member-owned or member-furnished aircraft models that have been approved in accordance with this note but are not listed in the table above will be reimbursed at the "Basic Hourly Rate."

3. The use of all twin-engine aircraft for any mission requires prior approval through the wing/region and the NOC; the NOC will coordinate with the appropriate Air Force approval authority when required for Air Force Assigned Missions (AFAM) and coordinate establishing a reimbursement rate for the aircraft. Wings/regions should send requests well in advance to the NOC at opscenter@capnhq.gov. Once approval has been obtained, the NHQ staff will determine the reimbursement rate and notify the wing/region in writing. Additional requirements for the use of member-owned/furnished aircraft on AFAMs can be found in CAPR 70-1.

4. Aircraft fuel, lubricants, de-icing services and other mission essential supplies are authorized for participation in Air Force-assigned reimbursable missions and are in addition to the above rates (receipts required).

5. Corporate glider tow aircraft are reimbursed at the appropriate rate for their model classification. Reimbursement for non-corporate glider tows participating in the Cadet Glider Flight Orientation Program will be based on the actual cost of the tow (receipts required).

6. Glider maintenance reimbursement will be on an actual cost basis. All maintenance of gliders requires a control number from NHQ CAP/LG prior to repairs being accomplished. Submit receipts for all expenses incurred to NHQ CAP/LG for payment or reimbursement. Electronic copies of original receipts are acceptable. Tail number accounting principles must be followed for gliders.

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

8. Cost estimates for the use of leased imagery collection systems or deployable systems maintained by the national headquarters operations directorate will be developed by CAP/DO based on validated requests for support made through the NOC. Costs can vary considerably due to several factors like the size of the area to be collected, resolution of the imagery required by the customer, and the processing necessary to create desired output formats. Wings are encouraged to contact the NOC as soon as there are indications of potential need so that CAP/DO can determine availability and develop cost estimates to meet customer needs. Systems can normally be deployed within 24 to 72 hours of validated mission requirements and customer funding approval to begin operations, but greater lead time is always advantageous as CAP/DO may be able to reduce costs by avoiding expensive shipping or sourcing other processing options.

9. Small Unmanned Aircraft System (sUAS) Rates. CAP will charge \$25 per operating hour for sUAS, but only when supporting missions that are not funded with CAP's annual Congressional appropriation, when members are funding training personally, or when customers are providing equipment for CAP to operate.