

157 MLC



# State of New Hampshire

DEPARTMENT OF SAFETY  
 OFFICE OF THE COMMISSIONER  
 33 HAZEN DR. CONCORD, N.H. 03305  
 603-271-2791

ROBERT L. QUINN  
 COMMISSIONER OF SAFETY

November 1, 2019

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**Requested Action**

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to enter into a Memorandum of Understanding with the Civil Air Patrol (CAP), for a price not to exceed \$22,200.00 to utilize the services of CAP and its volunteers for the public good. Effective upon Governor and Council approval through December 18, 2024. Funding source: 40% Private and Local Funds/32% Federal Funds/28% General Funds.

Funds are available in the SFY 2020/2021 operating budget and contingent upon availability and continued appropriations in SFY 2022 through SFY 2024 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-236010-27400000 Dept. of Safety – Homeland Sec-Emer. Mgmt. – Emergency Mgmt. Admin  
 103-502664 Contracts for Operational Services

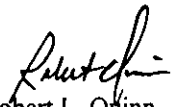
<u>SFY 2020</u>	<u>SFY 2021</u>	<u>SFY 2022</u>	<u>SFY 2023</u>	<u>SFY 2024</u>	<u>TOTAL</u>
\$4,440.00	\$4,440.00	\$4,440.00	\$4,440.00	\$4,440.00	\$22,200.00

**Explanation**

The purpose of this Memorandum of Understanding (MOU) is to establish procedures by which HSEM may request CAP mission support as well as the terms under which missions are authorized, performed, and reimbursed. This MOU provides a pre-defined path to allow for expedited use of CAP resources when needed and to define who is authorized to make the requests.

CAP is a federally chartered charitable non-profit corporation whose members are volunteers in public service. They provide an organization of private citizens equipped to respond to local and national emergencies and to serve the public welfare. Assistance under this agreement may include, but is not limited to, the following: aerial missions such as reconnaissance to search for victims; damage assessments; and wildlife, waterways, roadways, or environmental surveys utilizing visual, photographic, digital, and video techniques. This MOU pertains to state requested missions only and has no impact on federal missions performed by CAP.

Respectfully submitted,

  
 Robert L. Quinn  
 Commissioner of Safety

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN**

***THE CIVIL AIR PATROL BY AND THROUGH The New Hampshire Wing of the  
Civil Air Patrol and the State of New Hampshire by its authorized Agency,  
NH Homeland Security and NH Emergency Management***

**1. Purpose.** NH Homeland Security and Emergency Management (Agency) 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 AGENCY 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 to perform any missions or make payment in any specific amount. All previous MOU(s) between CAP and AGENCY are superseded by this agreement. No Counter drug (CD) missions are authorized by this MOU.

**2. Parties.** This MOU is between CAP, by and through its NH Wing and the NH AGENCY.

**a. Civil Air Patrol.** CAP is a federally chartered charitable non-profit corporation. (36 U.S.C. §§40301-40307) Missions flown under this MOU are "corporate missions." Although CAP is not a government agency or military service, it acts as a volunteer civilian auxiliary of the United States Air Force (USAF) when the services of CAP are used by any department or agency in any branch of the Federal Government. Only the USAF can assign "Air Force Assigned Missions" (AFAMs) See Attachment AF for a discussion of CAP's status and missions as the Air Force Auxiliary (10 U.S.C. §§9441, 9442) and procedures to request AFAMs.

**(1) New Hampshire Wing, CAP.** The NH WING is an administrative subdivision of CAP and not a separate legal entity from CAP. CAP is generally organized along geographic lines and the WING's jurisdiction is defined by the boundaries of the state. Missions under this MOU will be performed by the WING. 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. The WING may use CAP members of units from outside of the NH WING or New Hampshire to perform missions under this MOU. All CAP members shall be deemed members of

the NH 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. STATE.**

**(1) AGENCY.** The AGENCY is responsible for the obligations and duties as set forth in NH RSA Ch.21 Sections 36 and 37. AGENCY's contact information is provided in Attachment A.

**(2) Other State or Local Agencies.** Other agencies of New Hampshire that request CAP assistance may submit an abbreviated MOU (such as a letter signed by both parties) that incorporates the terms and conditions of this MOU by reference. An abbreviated MOU should refer to the MOU Registration Number on the cover page of this agreement and attach a copy of this MOU.

**(3) State of New Hampshire and Wing Relationship.** The statutory relationship between the AGENCY and WING (or CAP), if any, is set forth herein. There is no statutory relationship between New Hampshire and WING (or CAP.)

**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 the AGENCY may include and is not limited to: aerial missions such as reconnaissance to search for victims, damage assessments, wildlife, waterways, roadways or environmental surveys utilizing visual, photographic, digital, and video techniques; airborne communications support; and airlift (subject to regulatory restrictions discussed in paragraph 3b). Other support may include: manual labor (e.g. filling sandbags for flood control); radio communications; and ground teams (typically used in search and rescue (SAR) missions). Ground teams are prohibited from participating in CD or other law enforcement missions.

**b. Limitations.**

**(1) Priority of Missions.** The AGENCY understands and acknowledges that the USAF may withdraw CAP from missions in progress under this MOU when necessary to pursue higher priority missions as 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, 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."

(1) 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.

(2) 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@cap-nhq.gov. All CAP flights will be in accordance with CAPR 70-1.

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

**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).

**c. Existing Appropriations.** To the extent that AGENCY requests and WING provides, any missions that are not performed as part of a declared disaster under RSA 4:45, AGENCY must identify an existing appropriation from which any reimbursement will be paid. To the extent that the AGENCY requests and WING provides, any missions that are performed as part of a declared disaster under RSA 4:45 or a civil emergency as described in RSA 9:13-d, WING agrees that any reimbursement under this MOU shall be subject to any appropriation made for that purpose by New Hampshire, including any available federal funding under the Stafford Act.

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

**a. State Protections.** State protections afforded CAP and its members such as workers compensation and/or liability protection, if any, are set forth in Attachment D.

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

**c. No Federal Protections.** CAP and its members are not deemed to be instrumentalities of the United States while performing corporate missions. Therefore, Federal Tort Claims Act (FTCA) (10 U.S.C. 9442(b) (2); 28 U.S.C. 2671 et. seq.) and Federal Employees Compensation Act (FECA) (5 U.S.C. 8141) do not apply.

**d. See attached Attachment D regarding compliance with RSARSA 281-A:7,V.**

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

**a.** The subject MOU is between CAP Corporation and New Hampshire Homeland Security and Emergency Management 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.

**g. Agency Crew Members.** AGENCY may request CAP aircraft and aircrew as an aerial platform from which AGENCY 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. AGENCY officials may be authorized to fly aboard CAP aircraft in accordance with CAPR 70-1. AGENCY officials performing aerial work or duty in the aircraft during flight are crew members 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) Human Organs, Tissues, and Medical Supplies.** CAP may perform missions to transport organs, tissues, and/or medical supplies at request of AGENCY for humanitarian reasons without accepting reimbursement or payment of any kind from outside sources.

**(2) AGENCY Officials/Other Non-CAP Passengers.** CAP may transport AGENCY 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 AGENCY agree to maintain continual and effective communication and coordination to facilitate the training necessary for effective CAP participation with New Hampshire emergency service personnel in disaster relief missions.

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

**a. Reimbursement for Corporate Missions.** When AGENCY reimbursement is required by 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* 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.

c. CAP volunteers flying missions under this MOU are not eligible for FTCA or FECA benefits.

d. No Air Force Assigned Missions (AFAM) will be assigned pursuant to this MOU.

e. Missions flown and funded under this MOU are not eligible for payment or reimbursement from the federal government.

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

**a. Effective Date.** The terms of this MOU will become effective as of the date approved by the State of New Hampshire Governor and Executive Council, and Civil Air Patrol.

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

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

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

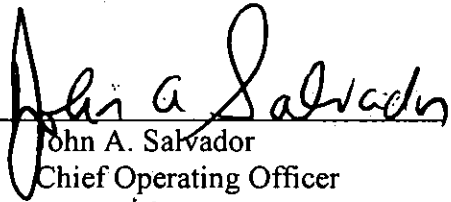
*National Headquarters, Civil Air Patrol  
105 S. Hansell Street  
Maxwell AFB, AL 36112*



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

New Hampshire Wing  
Civil Air Patrol

New Hampshire Homeland Security and  
Emergency Management

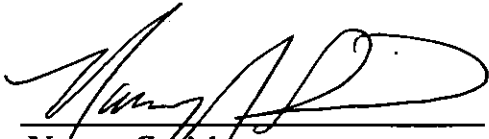
BY   
John A. Salvador  
Chief Operating Officer


BY   
NAME Jennifer L. Harper  
TITLE Director

DATED: 4/8/19

DATED: 6/4/19

APPROVED:

  
Nancy Smith  
Deputy Attorney General  
New Hampshire Department of Justice

  
Steven R. Lavoie, Director  
Administration  
NH Dept. of Safety

Dated: 11/12/19

APPROVED:

APPROVED:

\_\_\_\_\_  
EXECUTIVE COUNCIL

\_\_\_\_\_  
GOVERNOR



**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](mailto:opscenter@capnhq.gov).

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

Attachment A

**CIVIL AIR PATROL  
CONTACT INFORMATION**

<b>CIVIL AIR PATROL</b> Contact Information as of			
MISSION	CONTACT	PHONE & E-MAIL*	ADDRESS
SAR/DR	Bill Moran	(603) 271-3225 wmoran@nhwg.cap.gov	51 Airport Rd Concord, NH 03301
Homeland Security (HLS) (MOU Paragraph 5e)	CAP National Operations Center	W: 888.211.1812/ 334.953.5823/ DSN 493-5823 F: 334.953.4242 DSN 493.4242 E: opscenter@capnhq.gov	

**STATE AGENCY  
CONTACT INFORMATION**

<b>STATE AGENCY</b> Contact Information as of			
MISSION	CONTACT	PHONE & E-MAIL*	ADDRESS
Planning & Miscellaneous		W: F: C: E:	
Billing		W: F: C: E:	
Operations	Bob Christensen Operations Chief	W: (603) 223-3636 F: C: robert.christensen@ E: ds.nh.gov	110 Smokey Bear Blvd. Concord, NH 03301

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**

**AMENDED -- 1,1 October 2016 - ICL 17-01**

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CAPR 173-3 ATTACHMENT 1 1 OCTOBER 2015

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

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

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

11 October 2016  
~~Effective 1 October 2014~~

11 October 2016

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

Manuf.	Cessna	Cessna	Cessna	Cessna	Cessna	Gippsland	de Havilland	Maule
Model	172	182	SP 182Q	A185F*	206	GA-8	DHC-2*	MT-7-235
Cost/hr	\$49.00	\$57.00	\$82.00	\$95.00	\$72.00	\$62.00	\$148.00	\$70.00

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

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

Manuf.	Cessna	Cessna	Cessna	Cessna	Cessna	Gippsland	de Havilland	Maule
Model	172	182	SP 182Q	A185F*	206	GA-8	DHC-2*	MT-7-235
Cost/hr	\$65.00	\$76.00	\$90.00	\$130.00	\$111.00	\$100.00	\$18.00	\$123.00

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

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

**Notes:**

1. “Basic Hourly Rate” for single-engine corporate or member-owned/furnished aircraft not listed above: \$49.00.

2. Use of single-engine member-owned or member-furnished aircraft must be approved in advance for all missions.

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

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



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

AMENDED -- 11 October 2016 - ICL 17-01

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CAPR 173-3 1 OCTOBER 2015

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

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

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

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

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

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

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

9. Airborne Real-time Cueing Hyperspectral Enhanced Reconnaissance (ARCHER) Rates. CAP will charge an additional \$235 an hour to operate ARCHER, but only when supporting missions that are not funded with CAP's annual Congressional appropriation, or when members are funding training personally. The money collected for ARCHER operation from these missions must be forwarded to NHQ. The hourly charge to operate the ARCHER system will begin when the aircraft departs to execute the ARCHER sortie and ends when the aircraft returns. The ARCHER rate will not be charged on flights to/from the home base unless ARCHER operation is conducted en route.

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

*ATTACHMENT D*  
**STATE PROTECTIONS AFFORDED CAP & MEMBERS**

1. General. Non-coverage by New Hampshire. The State of New Hampshire does not provide coverage for liability or personal injury to CAP volunteers, unless the mission is within the definition of emergency management activities as provided in RSA 21-P:41. To the extent that CAP volunteers are otherwise covered for liability or personal injury as set forth below, that coverage will be primary and any coverage by the State of New Hampshire shall be secondary.
2. The New Hampshire Wing of the Civil Air Patrol provides two classifications of emergency services. The first classification consists of those missions which are titled USAF- assigned missions based on national declarations of emergency. Under USAF-assigned missions, CAP personnel are covered by the Federal Employees Compensation Act (FECA) which is the compensation program for federal workers. Consequently, the provisions of RSA 21—P:41 do not apply to CAP volunteers on Air Force-assigned missions.
3. Unless there have been contemporaneous declarations of emergencies by both the Federal government and the State of New Hampshire, services provided to the State, whether emergency or non-emergency missions, CAP personnel who are injured in performance of those missions are covered by CAP Regulation 900-5, which is attached. Said CAP regulation provides for reimbursement for injuries as well as death benefits.
4. As CAP volunteers are provided insurance coverage by the Federal government pursuant to FECA for Air Force-assigned missions, and CAP provides coverage for injuries and death for all other missions performed in behalf of the State, proof of workers' compensation coverage as set forth in RSA 281-A:7,V is not required.