

**ABBREVIATED MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CIVIL AIR PATROL BY ITS MISSISSIPPI WING
AND
THE MISSISSIPPI DEPARTMENT OF MARINE RESOURCES**

1. Purpose. The purpose of this Memorandum of Understanding (MOU) is to establish an agreement wherein the Civil Air Patrol (CAP) by and through its Mississippi Wing (MSWG) can provide certain services, on an actual cost basis, to the Mississippi Department of Marine Resources (MDMR) under the provision of paragraph **2b(2)** of CAP MOU No. **10-001-SER-MS-EMA-A**, entered into between MSWG and the Mississippi Emergency Management Agency (MEMA) on 9 September 2011, hereinafter called the MEMA MOU, a copy of which is attached hereto, and made a part of this MOU.

2. Basic Agreement. MSWG and MDMR agree that:

- a. All provisions of the MEMA MOU, including the attachments, remain in effect, and will control any agreements made under this MOU, except that the MSWG commander is no longer a CAP corporate officer.
- b. MSWG can provide MDMR the same services under the same conditions and limitations, and at the same reimbursement rates, as can be provided to MEMA under the MEMA MOU.
- c. The provisions of *Chapter 2 – Rules of Operation, CAP Regulation 60-1*, are applicable to flights performed by MSWG for MDMR. The MSWG Commander has approved over-water flight up to 50 nautical miles as authorized by paragraph *2-1j, CAPR 60-1*; in accordance with *Civil Air Patrol Extended Over-water Operations and Reconnaissance Requirements: Updated 7 December 2010*.
- d. The MDMR will fund aircraft hourly costs in accordance with the current CAPR 173-3 and actual cost of aircraft fuel/oil (hereinafter collectively called “Aircraft Costs”) incurred by MSWG in the performance of Jackson, Harrison, and/or Hancock Counties Sundown Patrol and other specific missions as mutually agreed upon.
- e. As consideration for the performance of this MOU, the MDMR agrees to pay MSWG the Aircraft Costs incurred in the performance of this MOU in accordance with paragraph d above. Payment will be made upon receipt of reimbursement requests (invoices) on a monthly basis, and MDMR agrees to reimburse MSWG within thirty (30) days from the date of the invoices, with every effort being made to process payments within as short of a time frame as possible. An account of the flight activities conducted for each billing period shall accompany all reimbursement requests.

f. The period of performance for this MOU shall be from July 1, 2013 through June 30, 2014. If deemed necessary, this MOU can be renewed on an as needed basis subject to the availability of projects or funds. However, any renewal of this MOU cannot be for more than 3 years. Any shortfall in funding from the prior MOU incurred from July 01, 2012 to June 30, 2013 may be reimbursed under this current MOU.

g. This agreement will automatically terminate if the MEMA MOU is terminated for any reason. In that event, the parties hereto may negotiate a new and separate agreement if circumstances warrant such action. If the MEMA MOU is amended, the MDMR will receive notification from CAP within five (5) days of such amendment. The parties hereto agree to review the amendments in light of this agreement, and take any action deemed appropriate at that time. If this agreement is terminated, any funds advanced and not fully expensed shall be returned to the MDMR.

IN WITNESS WHEREOF, the undersigned have executed this Abbreviated MOU.

Mississippi Wing, CAP

MS Dept of Marine Resources

Col. Mallory D. Woodcock
Commander Date: _____

Mr. Jamie Miller
Executive Director Date: _____