

**CIVIL AIR PATROL
&
FEDERAL EMERGENCY MANAGEMENT AGENCY**

COOPERATIVE AGREEMENT
August 27, 1996

and

MEMORANDUM OF UNDERSTANDING
August 10, 1996

**FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSISTANCE AWARD/AMENDMENT**

1. ASSISTANCE INSTRUMENT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT <input type="checkbox"/> GRANT		2. TYPE OF ACTION <input checked="" type="checkbox"/> AWARD <input type="checkbox"/> AMENDMENT	
3. INSTRUMENT NUMBER EMW-96-CA-0398	4. AMENDMENT NUMBER N/A	5. EFFECTIVE DATE See Block 21	6. CONTROL NUMBER N/A
7. RECIPIENT NAME AND ADDRESS Civil Air Patrol 105 South Hansell Street Maxwell Air Force Base Montgomery, AL 36112-6332		8. ISSUING/ADMINISTRATION OFFICE Federal Emergency Management Agency Acquisition Operations Division Operations, Recovery & Preparedness Branch 500 C Street, S.W., Room 408a Washington DC 20472 Specialist: David MacKendrick 202/646-3753	
9. RECIPIENT PROJECT MANAGER Jerry Angley, Operations Ofcr.		10. FEMA PROJECT OFFICER James Fox	
11. ASSISTANCE ARRANGEMENT <input checked="" type="checkbox"/> COST REIMBURSEMENT <input type="checkbox"/> COST SHARING <input type="checkbox"/> FIXED PRICE <input type="checkbox"/> OTHER	12. PAYMENT METHOD <input checked="" type="checkbox"/> TREASURY CHECK REIMBURSEMENT <input type="checkbox"/> ADVANCE CHECK <input type="checkbox"/> LETTER OF CREDIT	13. PAYMENT OFFICE Federal Emergency Management Agency Disaster Finance Center P.O. Box 800 Berryville, VA 22611-0800 Attn: Vendor Payments	
14. ASSISTANCE AMOUNT PREVIOUS AMOUNT \$ 0.00 AMOUNT THIS ACTION \$ 0.00 TOTAL AMOUNT \$ 0.00		15. ACCOUNTING & APPROPRIATION DATA N/A	

16. DESCRIPTION OF PROJECT

See Attachment A - MOU

17. RECIPIENT REQUIREMENT

- ☒ RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO THE ISSUING/ADMIN OFFICE IN BLOCK 8.
☐ RECIPIENT IS NOT REQUIRED TO SIGN THIS DOCUMENT.

18. RECIPIENT (Type name and title)

Jerry C. Angley
 Chief, CAP Emergency Services

19. ASSISTANCE OFFICER (Type name and title)

H. Robert Weiss
 Assistance Officer

20. SIGNATURE OF RECIPIENT

DATE

21. SIGNATURE OF ASSISTANCE OFFICER

DATE
 AUG 27 1996

AGREEMENT ARTICLES

ARTICLE I	-	SCOPE OF WORK
ARTICLE II	-	ESTIMATED COST
ARTICLE III	-	PERIOD OF PERFORMANCE
ARTICLE IV	-	PROJECT OFFICIALS
ARTICLE V	-	PAYMENT
ARTICLE VI	-	PREPARATION OF REQUESTS FOR ADVANCE/REIMBURSEMENT
ARTICLE VII	-	REPORTS
ARTICLE VIII	-	PUBLICATIONS AND NEWS RELEASES
ARTICLE IX	-	REPRODUCTION
ARTICLE X	-	ORDER OF PRECEDENCE
ARTICLE XI	-	CONTENTS OF COOPERATIVE AGREEMENT

NOTE: Page 1 is the FEMA Form 40-21

ARTICLE I - SCOPE OF WORK

The recipient shall furnish the necessary personnel, materials, services, equipment, facilities and otherwise do all things necessary for the performance of the work set forth in the Project Description detailed under the Memorandum of Understanding (MOU) - See Attachment A.

ARTICLE II - ESTIMATED COST

The estimated cost for the performance of this agreement is ~~=\$0.00.~~ (Note: Funding of agreement to be done on an activation/requirement basis for both disaster specific and non-disaster specific work. Thus, prior to the issuance of non-disaster specific work, FEMA will issue a definitized SOW and request a cost estimate, which will result in this agreement being amended to recognize the estimated cost and the definitized tasks to be performed).

ARTICLE III - PERIOD OF PERFORMANCE

The period of performance of this agreement is to be from date of award through **September 30, 2001**.

ARTICLE IV - PROJECT OFFICIALSA. Roles

To facilitate the smooth operation of this project, a team management framework shall be utilized. It consists of a Project Manager (PM) designated by the Civil Air Patrol (CAP), a FEMA representative referred to as the Project Officer (PO) and the Assistance Officer (AO). The Project Manager (PM) is designated by the recipient (CAP) and shall be the principle official of CAP involved in the project. The PM is responsible for assuring performance of the tasks outlined in this agreement and compliance with all of its provisions. His/her primary interaction with the Federal Government for technical guidance shall be with the FEMA Program Officer.

The Project Officer (PO) shall be an official at FEMA Headquarters. The PO designated by the Response and Recovery Directorate, Operations Division, Situation Assessment Branch (RR-OP-SA), shall be responsible for the review and approval of the stages of work, deliverables and technical monitoring of the performance of the tasks prescribed in the Memorandum of Agreement.

The FEMA Assistance Officer (AO) shall exercise final authority to issue changes to the agreement, to obligate the Federal Government to the terms described herein, and to administer the terms of the agreement.

B. Relationship

The PO does not have the authority to alter any obligations under this agreement. He/she is not authorized to make any representations or commitments of any kind on behalf of the AO of the Government. Any circumstances which may arise requiring a change in the terms of this agreement shall be referred to the AO by the PO with their analysis and recommendations. The AO shall retain final authority to implement any change to this agreement.

C. Identification

1) The Project Manager is:

Name: Jerry Angley, Operations Officer
Telephone: 334/953-4225
Address: Civil Air Patrol
105 South Hansell Street
Maxwell AFB, AL 36112 - 6332

2) The Project Officer is:

Name: James Fox
Telephone: (202) 646-2921
Address: Federal Emergency Management Agency
RR-OP-SA, Room 606
500 C Street, SW
Washington, DC 20472

3) The Assistance Officer is:

Name: H. Robert Weiss
Telephone: (202) 646-3748
Address: Federal Emergency Management Agency
Acquisition Services Activity, Room 407A
500 C Street, SW
Washington, DC 20472

ARTICLE V - PAYMENT

A. All vouchers shall be on a CAP Form 108, Request for Reimbursement.

The recipient may submit vouchers up to the amount of the estimated cost shown in Article II. Payment of vouchers which exceed the estimated cost will not be authorized. Note: since this agreement is to be funded on an activation basis, this agreement will be amended to reflect the authorized amount.

B. Submission and Payment of Voucher:

Each voucher shall show the agreement number and the cumulative costs to date. The recipient shall submit an original and one copy of the voucher to:

Federal Emergency Management Agency
Disaster Finance Center
P.O. Box 800
Berryville, VA 22611-0800
Attn: Vendor Payments

and one (1) copy to:

Federal Emergency Management Agency
Acquisition Services Division, Room 408-A
500 C Street, SW
Washington, DC 20472
Attn.: David MacKendrick

and one (1) copy to:

Federal Emergency Management Agency
RR-OP-SA, Room 606
500 C Street, SW
Washington, DC 20472
Attn.: James Fox

C. The Final Voucher shall be submitted to the AO for approval of the final payment.

ARTICLE VI- PREPARATION OF REQUESTS FOR ADVANCE/REIMBURSEMENT

In order to comply with Fed-Line, the Department of Treasury direct wire payment system, the following information must be clearly shown on the face of each request for advance/reimbursement:

1. Bank name.
2. Bank city and state.
3. Bank's nine digit American Bankers Association (ABU) number.
4. Bank account number to be credited by Treasury.
5. Name of a contact person in your organization to receive notification that payment is being made through Fed-line.
6. Any accompanying information (maximum of 200 characters) your organization desires to have included in the remittance advice which will be sent to your bank.

ARTICLE VII - REPORTS

Reports shall be submitted as required under the MOU.

ARTICLE VIII - PUBLICATIONS AND NEWS RELEASES

A. Definition - For the purpose of this clause, "publication" includes.

- (1) any document containing information for public consumption, or
- (2) The act of, or any act which may result in, disclosing information to the public.

B. General

The results of the research and studies conducted under this instrument are planned to be made available to the public through dedication, assignment by the Government, or such other means as the Director of the Federal Emergency Management Agency shall determine.

C. Government Ownership of Official Products of Work

All interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work sheets, survey instruments, computer tapes, and other physical materials and products produced directly under the Statement of Work shall be Official Products of Work, owned by the Government and held for the benefit of the public.

D. Publication of Official Products of Work

Official Products of Work, quotations there from, paraphrasing or disclosures of interim findings may not be published without the prior approval of the PO. The PO shall respond to all requests within 30 days of receipt of the request.

E. Acknowledgment and Disclaimer

All Official Products of Work, or any part thereof, and any Independent Products and Special Products arising out of this instrument, when published by Recipient or other participants in the work,* shall contain the following acknowledgment and disclaimer.

"The work that provided the basis for this publication was supported by funding under a grant/cooperative agreement with the Federal Emergency Management Agency. The substance and findings of that work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

The acknowledgment and disclaimer shall be placed on the title page or an immediately adjacent place at the beginning of the publication.

F. Notice of News Releases and Public Announcements.

Two (2) copies of all press releases, formal announcements, and other planned written issuance containing news or information concerning this instrument that may be made by the Recipient of its staff, or any subcontractor or other person or organization participating in the work of this instrument shall be provided to the PO at the earliest possible time. News releases and other public announcements may not disclose any interim findings or quote or paraphrase any part of any Official Product of Work without complying with paragraph D above.

G. Flow-Down Provisions

The Recipient shall include provisions to carry out the purpose of this Publication Clause in all contracts of employment with persons who perform any part of the work under this instrument and with all subcontractor and other persons or organization participating in any part of the work under this agreement. There shall be provisions for a further flow-down of such requirements to each subtier of employees and subcontractors to the extent feasible.

ARTICLE IX - REPRODUCTION

All reproduction of materials in excess of the limitations of the Reproduction of Reports Clause (as set forth below) shall be done as part of the recipients share of costs under this agreement.

Reproduction of Reports

Reproduction of reports, data or other written materials, if required herein, is authorized provided that the materials produced does not exceed 5,000 production units of any page and that items consisting of multiple pages do not exceed 25,000 production units aggregate. The aggregate number of production units is to be determined by multiplying pages times copies. A production unit is one sheet, size 8.5 by 11 inches or less, printed on one side and in one color. All copy preparation to produce camera-ready for reproduction must be set by methods other than hot metal typesetting. The reports should be produced by employing stencils, masters, and plates which are to be used on single-unit duplicating equipment no larger than 10.75 by 14.25 inches and are prepared by methods or devices that do not utilize reusable contact negatives and/or positives prepared with a camera requiring a darkroom. All reproducible (camera-ready copies for reproduction offset methods) shall become the property of the Government and shall be delivered to the Government with the report, data, or other written materials.

ARTICLE X - ORDER OF PRECEDENCE

In the event of an inconsistency in this Cooperative Agreement unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Memorandum of Understanding
2. Cover Page and Articles
3. General Provisions

ARTICLE XI - CONTENTS OF COOPERATIVE AGREEMENT

This Cooperative Agreement EMW-96-CA-0231 consists of the following:

- o Attachment A - Memorandum of Understanding
- o Attachment B - General Provisions

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CIVIL AIR PATROL AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY

A. PURPOSE

This Memorandum of Understanding (MOU) defines and establishes guidelines for mutual cooperation and assistance by and between the Civil Air Patrol (CAP), and the Federal Emergency Management Agency (FEMA). It encompasses both peacetime and National Security Emergencies, and covers those relationships, policies, and activities in which the CAP conducts operations in support of FEMA activities. This MOU supersedes all previous MOUs between the CAP and FEMA.

B. ORGANIZATION BACKGROUND

1. The CAP is a nonprofit corporation chartered by Congress and established by public law (Sections 201-208 of Title 36 United States Code and designated as a volunteer civilian auxiliary of the Air Force by section 9441 of title 10, United States Code. The CAP is organized into a National Headquarters, eight geographical regions and 52 Wings (one Wing in each State, Puerto Rico and the District of Columbia). The organizational structure is patterned after that of the USAF, with the National Headquarters located at Maxwell Air Force Base, Montgomery, Alabama. CAP members serve on a voluntary basis without personal compensation. Under 10 USC 9441, the CAP may be employed in fulfilling the non-combat mission of the Air Force. That mission includes military support to civil authorities in disasters and emergencies under the provisions of DoD directive 3025.1, "Military Support to Civil Authorities", AFD 10-8 "Air Force Support to Civil Authorities", and the USAF/CAP MOU of 25 Jan 91. When performing such USAF-assigned missions, CAP members may, under certain circumstances, be reimbursed by the USAF for aircraft and vehicle fuel and lubricants, aircraft maintenance, communications (long distance telephone) costs, and lodging and per

diem. When performing USAF-assigned missions, CAP members are covered under the Federal Employees Compensation Act (FECA), 5 U.S.C. 8141, and the Federal Tort Claims Act, 28 U.S.C. 1346 (b), 2671-2680. Because CAP members are volunteers, they may elect not to accept a specific mission tasking.

2. Headquarters (HQ) CAP-USAF is the USAF organization assigned to provide advice and assistance to the CAP, through the National Headquarters and a structure of region and wing liaison offices. The CAP-USAF organization provides liaison between the CAP Corporation and the USAF for accomplishment of USAF-assigned missions.

3. FEMA was established by Executive Order 12127, on March 31, 1979. FEMA represents a single point of coordination for the emergency planning and response activities of the Federal Government in accordance with Reorganization Plan No. 3, June 19, 1978. FEMA is the Executive Agent for administering the Stafford Act, P.L. 93-288 as amended, and for coordinating the Federal response to disasters. As such, FEMA is responsible for coordinating overall Federal planning for, and response to disasters in the United States. Under the provisions of Executive Order 12656, FEMA is responsible for coordinating National Security Emergency Preparedness programs and plans among Federal departments and agencies; coordinating the development of plans, in cooperation with the Secretary of Defense, for mutual civil-military support during National Security Emergencies; and guiding and assisting State and local governments and private sector organizations in achieving preparedness for National Security Emergencies. FEMA establishes policy and guidance for, and provides assistance to, State and local governments in the coordination of emergency preparedness and response, recovery, and mitigation activities; develops and operates telecommunication/alerting systems; develops and executes programs and policies for fire prevention and control; manages the National Flood Insurance Program; and serves as the coordinator of all federal agencies and departments with responsibilities for emergency assistance.

C. OBLIGATIONS, ROLES, AND RESPONSIBILITIES

1. Civil Air Patrol. Within its legal, personnel and fiscal limits, the Civil Air Patrol will:

a. **Non-Event-Specific Support**. Provide the following services to FEMA in order to maintain a state of readiness to respond to a disaster or emergency.

(1) Maintain close liaison and coordination with FEMA Headquarters and Regional Offices in the development of emergency services guidance and procedures for CAP Wings and subordinate units to ensure compatibility with civil preparedness guidance and concepts for emergency and/or disaster operations; and, coordinate and exchange information with FEMA Headquarters and Regional Offices in other matters of mutual interest.

(2) Assist in training FEMA Region, State, and local civil preparedness communications staff in CAP communications procedures.

(3) Coordinate with FEMA Headquarters and Regional Offices in the development of CAP disaster or emergency response plans, and for training, testing, and exercising requirements.

(4) Participate in FEMA national and regional disaster exercises.

(5) Assist Federal Departments or agencies as requested by FEMA in support of the emergency support functions of the Federal Response Plan.

(6) Other readiness related services requested by FEMA within the capabilities of the CAP and within applicable legal limitations (i.e., excluding routine transport of official personnel).

b. Event-Specific Support. Provide the following services as requested by FEMA, and consistent with applicable directives, upon the occurrence of a civil emergency.

(1) Air and ground search and rescue (SAR) services (missing persons, aircraft, livestock, etc.).

(2) Air and ground visual and/or photographic damage survey and assessment.

(3) Air and ground transportation of key personnel, medical and other equipment, and supplies during actual disaster operations.

(4) Air transportation of Search and Rescue (SAR) dogs.

(5) Radio communications support

(6) Courier flights (CAP members do not maintain security clearances and cannot handle classified material).

(7) Air and ground radiological monitoring, if capabilities are available.

(8) Air support to satisfy essential or high priority commercial, corporate, industrial, health and welfare, and agricultural requirements in military and civil emergency survival and recovery actions.

(9) Assist Federal Departments or agencies as requested by FEMA in support of the emergency support functions of the Federal Response Plan.

(10) Other disaster-related services requested by FEMA within the capabilities of the CAP.

2. National Headquarters CAP. Headquarters CAP will:

a. Maintain close liaison and coordination with HQ CAP-USAF, State EMAs and FEMA Headquarters in the development of emergency services guidance and procedures for CAP Wings and subordinate units to assure compatibility with civil preparedness guidance and concepts for emergency and/or disaster operations. Coordinate and exchange information with FEMA Headquarters in matters of mutual interest.

b. Coordinate with HQ CAP-USAF and FEMA in the development of CAP civil preparedness (natural disaster and national emergency) plans, and for training, testing and exercising requirements.

c. Provide assistance to FEMA personnel in developing and conducting CAP disaster and national emergency planning, training, testing, and exercising activities.

d. Develop and exchange data bases with FEMA to include: A directory of CAP aircraft and ground vehicle assets, a national directory of CAP radio stations, operating frequencies and call signs, CAP aerial monitoring and relay capabilities, and listing of key contacts and telephone numbers.

e. Assist in the orientation and training of FEMA and State and local emergency management communications staffs in CAP communications procedures.

f. The CAP wing will maintain appropriate records of FEMA-requested CAP missions for a minimum of seven years after the completion of the activities associated with an event, and such documentation will be furnished to FEMA upon request.

- (1) The purpose of the mission.
- (2) The number and types of aircraft/vehicles used.
- (3) The number of flights and flying hours and/or vehicle mileage.
- (4) The number of CAP personnel person-days expended.
- (5) The type and amount of reimbursements received or made.

g. Ensure that Wing Liaison Offices check all forms/receipts for accuracy, consolidate all claims associated with the activities performed on appropriate reimbursement forms, and forward the reimbursement request to HQ CAP/FM.

3. Headquarters CAP-USAF. HQ CAP-USAF will establish procedures to:

- a. Authorize USAF-assigned missions for SAR and disaster relief evaluations, exercises, and training missions.
- b. Provide assistance to CAP and FEMA personnel in developing and conducting emergency and/or disaster planning, training, testing and exercise activities.

4. FEMA. The Federal Emergency Management Agency will:

a. FEMA Response and Recovery Directorate will:

(1) Designate a FEMA/CAP Liaison Officer to coordinate FEMA Agency-wide planning and operations activities.

(2) Maintain close liaison and coordination with States, HQ CAP and HQ CAP-USAF in development of guidance for FEMA headquarters and regional offices as well as State and local emergency management agencies on the capability of the CAP to support emergency operations and the procedures for obtaining CAP support. Coordinate and exchange information with HQ CAP, and HQ CAP-USAF in other matters of mutual interest.

(3) Assist and encourage State emergency management offices to develop a State and Regional Disaster Airlift Plan (SARDA) annex to the

State emergency operations plan that includes CAP capabilities and provides for CAP participation in planning, training and exercising for disaster response and recovery operations.

(4) Provide CAP reimbursement by FEMA-issued Cooperative Agreement for aircraft and vehicle fuel and lubricants, aircraft maintenance, communications (long distance telephone) costs, extraordinary utility costs, and per diem and lodging costs allocable to FEMA when incurred in performance of FEMA-requested missions. FEMA shall ensure that adequate funds are obligated prior to the authorization of a mission.

b. The FEMA Preparedness Training and Exercises Directorate will:

(1) Provide assistance to CAP in emergency services training subjects that are mutually beneficial to CAP and FEMA.

(2) Exchange training information with CAP and explore the possibility of joint training publications.

(3) Arrange with CAP for an annual Emergency Education Network program to focus on aerial radiological monitoring and refresher training, and other training to support the missions defined in this MOU.

(4) Designate a point of contact to coordinate all CAP training and exercise activities in concert with the FEMA/CAP Liaison Officer.

c. The FEMA Information Technology Services Directorate will:

(1) Provide telecommunications assistance to CAP and HQ CAP-
USAF.

(2) Provide radio frequency management support and guidance to ensure that CAP and FEMA radio systems are interoperable.

(3) Designate a POC to coordinate telecommunications operations issues and procedures in concert with the FEMA/CAP Liaison Officer.

d. The FEMA Operations Support Directorate will:

(1) Maintain close liaison with the FEMA/CAP Liaison Officer and with appropriate CAP organizational elements to ensure CAP inclusion in the

overall FEMA Reconnaissance and Remote Sensing Program supporting FEMA response and recovery efforts.

(2) Develop standards and procedures for the acquisition and dissemination of reconnaissance products acquired by the CAP per FEMA taskings.

(3) Ensure CAP reconnaissance activities and products are available to all potential users/customers and not isolated at local levels.

(4) Ensure that CAP capabilities and products are known to all organizations currently participating in the FEMA Reconnaissance and Remote Sensing Program.

e. FEMA Regional Offices will:

(1) Provide program guidance to the States in the areas of planning, testing and exercising, and emergency services operations. This guidance will also include CAP support for disaster response and recovery operations, and other emergency management activities designed to enhance the emergency operational capabilities of State and local governments.

(2) Coordinate with States, CAP Wings and CAP-USAF Liaison Regions in planning and coordinating operations and training activities. Assist, as requested, in performing SAR and disaster relief evaluations and training exercises for CAP Wings.

(3) Assist in the coordination and conduct of training and emergency response and recovery operations for CAP personnel.

(4) Designate a specific regional point of contact for coordination of all CAP activities.

(5) At the discretion of the FEMA Regional Director, establish agreements with individual CAP Wings within the FEMA Region that contain specific operating procedures, programs, etc., relating to the implementation of this MOU.

D. UTILIZATION OF CAP RESOURCES

Activation and use of CAP resources in the event of a disaster or emergency differs depending upon the type of mission involved. USAF operational missions will have priority for use of CAP resources.

All CAP resources not tasked by the Air Force may be available to FEMA. All FEMA taskings for CAP will be accomplished through the issuance by the FEMA Assistance Officer of a sequentially numbered task order covering all expected tasks for a particular event.

1. Disaster Response Operations.

a. CAP resources may be utilized, consistent with applicable directives, to provide necessary support and assistance during assessment, predeployment preparation, deployment, response, recovery, and mitigation operations for disaster situations (including all natural and man-made disasters such as hurricanes, floods, tornadoes, major storms, earthquakes, oil spills or other environmental disasters). Activities which may be performed by CAP resources are outlined in Section C.1. of this MOU.

b. CAP resources may be employed as a component of the Urban Search and Rescue (US&R) Program.

c. Employment of CAP resources shall be accomplished as follows:

(1) Upon determination of the need for CAP assistance, the requesting FEMA official shall contact the National Emergency Coordination Center (NECC) at 202-898-6100 or 800-634-7084 and provide the following information:

- (a) Caller's name, organization, job title, and telephone number.
- (b) The nature and location of the disaster.
- (c) The specific type of CAP assistance requested.
- (d) The date and time CAP assistance is required.

(2) NECC will notify the FEMA/CAP Liaison Officer of the request. If approved, the NECC will contact the FEMA Assistance Officer (or his or her designee) and will request a FEMA Task Order Number for the mission.

(3) NECC will then contact the Air Force National Security Emergency Preparedness Office (AFSNEP) duty officer (for CONUS, Puerto Rico, and the Virgin Islands) or Hq Pacific Air Forces (PACAF) (for Alaska, Hawaii, or Guam) to request Air Force mission authorization for the requirement. During duty hours only, the AFNSEP Duty Officer at Ft. McPherson, GA, may be contacted at 404-752-4342/4343 (FAX 404-752-4282). After duty hours contact the Forces Command Watch Officer at 404-669-5222 (ask for the AFNSEP Duty Officer). The PACAF Command Post at Hickam AFB, HI, may be contacted at 808-448-8500. The following information must be provided:

- (a) Caller's name, organization, job title, and telephone number.
- (b) The nature and location of the disaster.
- (c) The specific type of CAP assistance requested.
- (d) The date and time CAP assistance is required.
- (e) The FEMA Task Order Number for funding the mission.

(4) If AFNSEP (or HQ PACAF) approves the request for disaster support, they will issue a mission number to the CAP Wing that will provide the support. The appropriate CAP Wing Commander, or their representative, will initiate coordination actions with the appropriate FEMA Regional Operating Center (ROC), or Disaster Field Office (DFO). If AFNSEP (or HQ PACAF) does not approve the request for support, the NECC will be notified promptly.

(5) The FEMA Assistance Office will provide written verification of the mission request along with the FEMA Task Order Number to CAP HQ/FM (voice 334-953-6481, FAX 334-953-4269) as soon as possible following any verbal tasking. CAP HQ will, in turn, provide a copy of the written verification to AFNSEP.

2. National Security Emergencies.

a. During wartime or other national security emergency, CAP resources and operations are governed by CAP Operations Plan (OPLAN) 1000.

b. Available CAP resources may be utilized to support civil missions for FEMA, State, and local authorities, provided such support does not conflict with the requirements of the Air Force.

c. Requests for CAP resources are submitted to the USAF Emergency Preparedness Liaison Officer (EPLO) at the respective State Operations Center or the State Area Command (STARC) for tasking. Upon mission acceptance, the USAF EPLO will provide a USAF mission number which will constitute authorization for CAP to respond under USAF-assigned mission status and provide the requested resources. If the EPLO cannot be contacted, HQ CAP-USAF will issue a USAF mission number.

3. Evaluations, Exercises, Training and Other Non-Disaster Related Missions.

Missions under this category are authorized and approved by HQ CAP-USAF through the CAP-USAF Liaison Regions.

4. Funding and Liability.

a. FEMA will be required to reimburse CAP and its members according to the provisions of this MOU for missions and tasks requested by FEMA. FEMA shall ensure that proper and adequate funds are obligated prior to the authorization of a mission. FEMA will not be responsible for other missions or activities performed by CAP under the direction of other organizational entities.

b. All CAP missions authorized in accordance with and performed under this MOU are Air Force assigned missions. Air Force assigned mission status provides Federal Tort Claims Act (FTCA) coverage for all participating CAP members and Federal Employees Compensation Act (FECA) coverage for all participating CAP members 18 years of age and older. The Air Force, through CAP-USAF, will process all FECA administrative claims involving CAP members. With the exception of FTCA claims filed by participating CAP members, which will be adjudicated by the Air Force, FEMA will be responsible for adjudicating all FTCA claims arising out of missions performed under this MOU.

c. It is expressly agreed and understood that FEMA will provide all necessary liability and workers compensation coverage for its own employees on any activity called for under this Agreement in which CAP is involved.

d. No supplements may be made to this section.

E. CONTROL OF RESOURCES

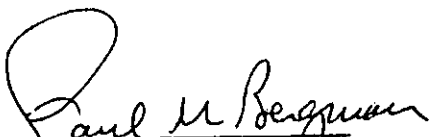
Control of CAP resources shall at all times be retained by the CAP. It is understood, however, that the CAP Wing Commander (or other officer in charge of a particular mission) shall cooperate with FEMA and other Federal and State agencies and departments to the greatest extent possible consistent with DoD Directive 3025.1, and pertinent CAP guidelines and directives. Once a FEMA mission has been accepted by CAP however, implementation shall be subject to the direction of the FEMA official designated in the Task Order or his or her designee.

F. EFFECTIVE DATE

1. This MOU shall be effective from the date it has been executed by representatives of all parties. Any party may terminate this MOU effective 30 days after presentation of written notice to the other parties. This MOU may be amended at any time by written agreement of all parties. Fully coordinated written conforming amendments to the cooperative agreement, if necessary, shall be made simultaneously with amendment to the MOU.

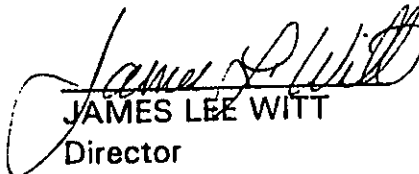
2. It is agreed that this MOU will be reviewed 12 months from the date of execution for modification as needed. It will be reviewed biennially thereafter, unless a revision is warranted due to a major policy change, a significant change in circumstances, or organizational relationships.

3. The following authorized signators, representing their respective organizations, by signature below hereby officially commit their organizations and pledge their cooperation in pursuit of the mutual benefits of this Memorandum of Understanding in service to and on behalf of the people of the United States of America.



PAUL M. BERGMAN
Brigadier General, CAP
National Commander, Civil Air Patrol

Date AUG 10 1996



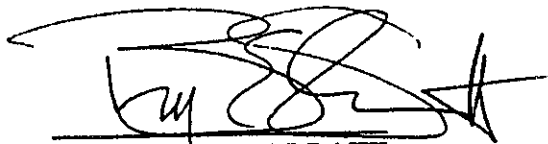
JAMES LEE WITT
Director
Federal Emergency Management Agency

Date AUG 10 1996



GARLAND W. PADGETT, JR
Colonel, USAF
Commander, Civil Air Patrol-USAF

Date AUG 10 1996



BRYAN E. SHARRATT
Deputy Assistant Secretary of the Air Force
Reserve Affairs

Date AUG 10 1996

FEDERAL EMERGENCY MANAGEMENT AGENCY
GENERAL PROVISIONS FOR GRANTS AND COOPERATIVE AGREEMENTS

1. DEFINITIONS
2. AMENDMENTS
3. CASH DEPOSITORIES
4. RETENTION AND CUSTODIAL REQUIREMENTS FOR RECORDS
5. ALLOWABLE COST
6. PROGRAM INCOME
7. FINANCIAL MANAGEMENT SYSTEMS
8. FINANCIAL REPORTING REQUIREMENTS
9. MONITORING & REPORTING PROGRAM PERFORMANCE
10. BUDGET REVISION PROCEDURES
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FEDERAL EMERGENCY MANAGEMENT AGENCY

GENERAL PROVISIONS

FOR

GRANTS AND COOPERATIVE AGREEMENTS

General Provisions

The general provisions which are based upon the requirements of the Office of Management and Budget Circulars A-102 and A-110, are set forth in this section, and shall be used verbatim in all Discretionary awards.

(1) Definitions

(1) The term "Recipient" refers to the grantee if the legal instrument to which these General Provisions apply is a grant and to the cooperating party if they apply to a cooperative agreement.

(2) The term "Instrument" refers to either a grant or a cooperative agreement.

(3) The term "Assistance Officer" (AO) refers to the individual delegated the authority by FEMA to execute and/or administer this instrument.

(2) Amendments

This instrument may be amended at any time by a written modification. Amendments which reflect the rights and obligations of either party shall be executed by both the Government and the recipient. Administrative amendments that do not change the Project Description or impact cost or delivery may be issued unilaterally by the AO.

(3) Cash Depositories

(1) Any money advanced to the recipient under the terms of this instrument must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage and the balance exceeding the FDIC coverage must be collaterally secured.

(2) Consistent with the national goal of expanding opportunities for minority business enterprises, the recipient and its subrecipients are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members). A list of minority owned banks can be obtained from the Office of Minority Business Enterprise, Department of Commerce, Washington, D.C. 20230.

(4) Retention and Custodial Requirements for Records

(1) Financial records, supporting documents, statistical records and all other records pertinent to this instrument shall be retained for a period of three years, with the following exceptions:

(i) If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation claims or audit findings involving the records have been resolved.

(ii) Records for nonexpendable property, if any, required with Federal funds shall be retained for three years after its final disposition.

(iii) When records are transferred to or maintained by FEMA, the 3-year retention requirement is not applicable to the recipient.

(2) Records that identify adequately the source and application of funds for Federally supported activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays and income.

(3) Effective control over and accountability for all funds, property and other assets.

(4) A comparison of actual outlays with budgeted amounts and the relationship of specific performance to costs incurred.

(5) Procedures to minimize the time elapsing between the transfer of funds to the recipient and disbursement by the recipient when advances or letters-of-credit are used.

(6) Procedures for determining reasonableness, allowability and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of this instrument.

(7) Accounting records that are supported by source documentation.

(8) Examinations in the form of audits including internal audit. Such audits shall be made by qualified individuals who are sufficiently independent of those who authorize the expenditure of Federal funds to produce unbiased opinions, conclusions or judgments. They shall meet the independence criteria set forth in Chapter 3, Part 3, of the U.S. General Accounting Office publication, "Standards for Audit of Government Organizations, Programs, Activities, and Functions." These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the instrument.

It is not intended that each Federal Agreement awarded to the recipient be separately examined. Generally, examinations shall be conducted on an organization-wide basis to test the fiscal integrity of financial transactions, as well as compliance with the terms and conditions of Federal Agreements. Such tests shall include an appropriate sampling of Federal Agreements. Examinations shall be conducted with reasonable frequency, on a continuing basis or at scheduled intervals, usually annually, but not less frequently than every two years. The frequency of these examinations shall depend upon the nature, size and the complexity of the activity. The examinations do not relieve Federal agencies of their audit responsibilities but may affect the frequency and scope of such audits. (See General Provision entitled, "Audit Requirements" for more detailed requirements for A-102 recipients.)

The recipient shall make the results of such audits available to the Government upon request and/or with the final voucher submitted under grants or cooperative agreements.

(9) A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

The recipient shall require its subrecipients to adopt the standards above except for the requirements in subparagraph (5) regarding the use of the letters-of-credit method and that part of subparagraph (1) regarding reporting forms and frequencies prescribed in the General Provision entitled, "Financial Reporting Requirements."

(8) Financial Reporting Requirements

(1) Recipients shall submit an original and two copies of Financial Status Report (Standard Form 269) 30 days after the completion of each quarter of the project with the exception of a final Financial Status Report which shall be due 90 days after project completion. All reports should be prepared on an accrual basis; however, if the recipient's accounting records are not normally kept on the accrual basis, the recipient shall not be required to convert its accounting system, but shall develop such information through best estimates based on an analysis of the documentation on hand. Reports should be submitted to the AO.

(2) In the event this instrument provides for advances to the recipient the recipient shall submit an original and two copies of a Federal Cash Transactions Report (Standard Form 272) 15 working days following the end of each quarter.

(iii) The revisions which pertain to the addition of items requiring approval in accordance with the provisions of OMB Circular A-87;

(iv) Recipients plan to transfer funds allotted for training allowances (direct payments to trainees) to other categories of expense;

(4) This paragraph (4) is applicable only if the recipient is *not* a State, local, or Federally recognized Indian tribal government (as defined by OMB Circular A-102):

(i) Recipients shall request prior approvals promptly from the AO when there is reason to believe that a revision will be necessary for any of the following reasons:

(A) Changes in the scope of the objective of the project or program;

(B) The need for additional Federal funding;

(C) ~~Expenditures that require approval in accordance with applicable cost principles;~~

(D) Recipients plan to transfer funds allotted for training allowances (direct payments to trainees) to other categories of expense.

(ii) None of the substantive programmatic work under this instrument may be subcontracted or transferred without prior approval of the AO. This provision does not apply to the purchase of supplies, material, equipment, or general support services.

(5) This paragraph (5) is applicable only if specifically required elsewhere in this instrument. The recipient shall not transfer, without the written approval of the AO, funds among cost categories when the cumulative amount of such transfers exceeds or is expected to exceed five percent of the total budget as last approved by the AO. The same criteria shall apply to the cumulative amount of transfers among programs, functions, and activities or "line items" when budgeted separately for an award, except that FEMA shall permit no transfer that would cause any Federal appropriation, or part thereof, to be used for purposes other than those intended.

(6) Recipients shall notify the AO promptly whenever the amount of Federal authorized funds is expected to exceed the needs of the recipient by more than \$5,000 or five percent of the Federal award, whichever is greater.

(7) When requesting approval for budget revisions, recipients shall use the budget forms that were used in the application unless another format is authorized by the AO.

(8) Within 30 days from the date of receipt of the request for budget revisions, the AO shall review the request and notify the recipient whether the budget revisions have been approved. If the revision is still under consideration at the end of 30 days, the AO shall inform the recipient in writing as to when the recipient may expect the decision.

(11) Closeout Procedures

(1) The following definitions shall apply:

Closeout - The closeout of this instrument is the process by which FEMA determines that all applicable administrative actions and all required work of the instrument have been completed by the recipient and FEMA.

Date of completion - The date on which all work under the instrument is completed or the date in the award document, or any supplement or amendment thereto (including termination notices subject to the General Provision entitled, "Suspension and Termination Procedures"), on which Federal assistance ends.

The AO shall promptly notify the recipient in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the recipient or recoveries by FEMA in the event this instrument is terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

(ii) Termination for convenience - This instrument may be terminated in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The recipient shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The AO shall allow full credit to the recipient for the Federal share of the noncancellable obligations properly incurred by the recipient prior to termination.

(4) The parties shall promptly settle the terminated instrument in accordance with the applicable requirements of the General Provision entitled "Closeout Procedures." In addition, the parties shall execute upon settlement a written amendment setting forth the terms and conditions of the settlement agreement.

(13) Property Management Standards

(1) The following definitions apply for the purpose of this clause.

Real property - Real property means land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

Personal property - Personal property means property of any kind except real property. It may be tangible - such as equipment, or intangible - such as patents, inventions and copyrights.

Nonexpendable personal property - Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit except that recipients subject to Cost Accounting Standards Boards regulations may use the CASB standard of \$500 per unit and useful life of two years. A recipient may use its own definition of nonexpendable personal property provided that the definition would at least include all tangible personal property as defined above.

Expendable personal property - Expendable personal property refers to all tangible personal property other than nonexpendable property.

Excess property - Excess property means property under the control of any Federal agency that, as determined by the head thereof, is no longer required for its needs or the discharge of its responsibilities.

Acquisition cost of purchased nonexpendable personal property - Acquisition cost of an item of purchased nonexpendable personal property means the net invoice unit price of the property including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired. Other charges such as the cost of installation, transportation, taxes, duty or protective in-transit insurance, shall be included or excluded from the unit acquisition cost in accordance with the recipient's regular accounting practices.

Exempt property - Exempt property means tangible personal property acquired in whole or in part with Federal funds, title to which is vested in the recipient without further obligation to the Federal Government except as provided in subparagraph (4)(i) below. Such unconditional vesting of title will be pursuant to any Federal legislation that provides FEMA with adequate authority.

(2) Real property - If real property is acquired as a requirement of this instrument, the following shall apply:

(i) Title to real property shall vest in the recipient, subject to the condition that the recipient shall use the real property for the authorized purpose of the project, as long as it is needed.

- D. Whether title vests in the recipient or the Federal Government;
- E. Acquisition date (or date received, if the property was furnished by the Federal Government) and cost;
- F. Percentage (at the end of the budget year) of Federal participation in the cost of the project or program for which the property was acquired. (Not applicable to property furnished by the Federal Government);
- G. Location, use and condition of the property and the date the information was reported;
- H. Unit acquisition cost;
- I. Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the Federal sponsoring agency for its share
- (ii) Property owned by the Federal Government must be marked to indicate Federal ownership
- (iii) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The recipient shall, in connection with the inventory, verify the existence, current use, and continued need for the property.
- (iv) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented; if the property is owned by the Federal Government, the recipient shall promptly notify FEMA
- (v) Adequate maintenance procedures shall be implemented to keep the property in good condition.
- (vi) Where the recipient is authorized or required to sell the property, proper sales procedures shall be established which provide for competition to the extent practicable and result in the highest possible return
- (8) Expendable personal property - Title to expendable personal property shall vest in the recipient upon acquisition. If there is a residual inventory of such property exceeding \$1,000 in aggregate fair market value upon termination or completion of the instrument and the property is not needed for any other Federally sponsored project or program, the recipient shall retain the property for use on nonfederally sponsored activities or sell it, but must in either case compensate FEMA for its share. The amount of compensation shall be computed in the same manner as for nonexpendable personal property.
- (i) Intangible property
- (A) Inventions and patents - If any program produces patentable items, patent rights, processes, or inventions in the course of work sponsored by the Federal Government, such fact shall be promptly and fully reported to FEMA. Unless there is a prior agreement between the recipient and FEMA on disposition of such items, FEMA shall determine whether protection on the invention or discovery shall be sought. FEMA will also determine how the rights in the inventory or discovery—including rights under any patent issued thereon—shall be allocated and administered in order to protect the public interest consistent with current Government Patent Policy.
- (B) Copyrights - Except as otherwise provided in the terms and conditions of this instrument, the author or the recipient organization is free to copyright any books, publications, or other copyrightable materials developed in the course of or under the instrument. FEMA hereby reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use and to authorize others to use, the work for Government purposes.

(F) Review and approval by the AO of the recipient's proposed contracts and related procurement documents is required when the procurement is expected to exceed \$10,000 and is to be awarded without competition or only one bid or offer is received, the procurement is expected to exceed \$10,000 and specifies a "brand name product," or the recipient's procedures or operation fails to comply with this 13.32(n). The provisions of this paragraph are waived in the event the recipient's procurement system has been certified in accordance with the Office of Federal Procurement Policy.

(G) Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability. Costs or prices based on estimated costs for contracts under this instrument shall be allowed only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles.

(H) Procurement records and files for purchases in excess of \$10,000 shall include the following:

- (1). Basis for contractor selection;
- (2). Justification for lack of competition when competitive bids or offers are not obtained;
- (3). Basis for award cost or price;
- (4). Rationale for the method of procurement; and
- (5). Selection of contract type.

(I) A system for contract administration shall be maintained to ensure contractor conformance with terms, conditions and specifications of the contract and to ensure adequate and timely followup of all purchases.

(2) If the recipient of the instrument is a State or local government or other entity as defined in OMB Circular A-102, it shall adhere to the following standards:

(i) Contracting with Small and Minority Firms, Women-Owned Business Enterprises and Labor Surplus Area Firms.

(A) Affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- (1). Including qualified small and minority businesses on solicitation lists;
- (2). Assuring that small and minority businesses are solicited whenever they are potential sources;
- (3). When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation but not to avoid requirements applicable to purchases in excess of \$10,000.
- (4). Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses;
- (5). Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required;
- (6). If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1 through 5 above.

(10). Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to FEMA and the Regional Office of the Environmental Protection Agency.

(11). If the recipient is a State or local government, contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

(15) Audit Requirements:

(1) This provision is applicable only if the recipient is a State, local, or Federally recognized Indian tribal government (as defined by OMB Circular A-102).

(2) Cognizant agency is defined as the Federal agency that is assigned audit responsibilities for a particular recipient organization by the Office of Management and Budget.

(3) Recipients shall use their own procedures to arrange for independent audits, and to prescribe the scope of audits, provided that the audits comply with the requirements set forth below. Where contracts are awarded for audit services, the contracts shall include a reference to this provision.

(4) The provisions of this article do not limit the authority of FEMA to make audits of recipient organizations. However, if independent audits arranged for by recipients meet the requirements prescribed below, FEMA shall rely on them, and any additional work shall build upon the work already done.

(5) Audits shall be made in accordance with the General Accounting Office, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions," the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by OMB, and generally accepted auditing standards established by the American Institute of Certified Public Accountants.

(6) Audits shall include, at a minimum, an examination of the systems of internal control, systems established to ensure compliance with laws and regulations affecting the expenditure of Federal funds, financial transactions and accounts, and financial statements and reports of recipient organizations. These examinations are to determine whether:

(i) There is effective control over and proper accounting for revenues, expenditures, assets, and liabilities.

(ii) The financial statements are presented fairly in accordance with generally accepted accounting principles.

(iii) The Federal financial reports (including Financial Status Reports, Cash Reports, and claims for advances and reimbursements) contain accurate and reliable financial data; and are presented in accordance with the terms of this instrument, and in accordance with the General provision entitled, "Financial Reporting Requirements," of this instrument.

(iv) Federal funds are being expended in accordance with the terms of applicable agreements and those provisions of Federal law or regulations that could have a material effect on the financial statements or on the awards tested.

(7) In order to accomplish the purposes set forth above, a representative number of charges to Federal awards shall be tested. The test shall be representative of (1) the universe of Federal awards received, and (2) all cost categories that materially affect the award. The test is to determine whether the charges:

(i) Are necessary and reasonable for the proper administration of the program.

(ii) Conform to any limitations or exclusions in the award.

(20) It will obtain approval by the appropriate Federal Agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the costs of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

(21) It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and that the project will be prosecuted to completion within reasonable diligence.

(22) It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.

(23) It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may require.

(24) It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.