

MEMORANDUM OF AGREEMENT
BETWEEN THE
OFFICE OF THE FEDERAL COORDINATOR
FOR METEOROLOGICAL SERVICES AND SUPPORTING RESEARCH,
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION,
U.S. DEPARTMENT OF COMMERCE;
AND THE UNITED STATES AIR FORCE

A. Parties and Purpose

- 1) This Memorandum of Agreement (MOA) sets forth procedures and practices for cooperation between the Office of the Federal Coordinator for Meteorological Services and Supporting Research (OFCM), part of the National Oceanic and Atmospheric Administration (NOAA), under the U.S. Department of Commerce (DOC), and the Deputy Chief of Staff, Operations, Plans and Requirements (A3/5), Headquarters U.S. Air Force (USAF), U.S. Department of Defense (DOD) through which DOC will pay USAF to provide support under the Economy Act for the collection and delivery of perishable data surrounding significant meteorological events.
- 2) USAF/A3/5 is the Air Force office responsible for coordinating the services of the Civil Air Patrol (CAP) when acting as the Air Force Auxiliary to provide aerial assessments/survey flights in support of pre- and/or post-storm scientific weather damage study operations to the OFCM.
- 3) NOAA has a three-pronged mission of Science, Service and Stewardship; to understand and predict changes in climate, weather, oceans, and coasts, to share that knowledge and information with others, and to conserve and manage coastal and marine ecosystems and resources.
- 4) The CAP is a federally chartered, non-profit corporation that serves as an auxiliary of the USAF when USAF assigns a non-combat mission to CAP. Thus the term Air Force Auxiliary/Civil Air Patrol (AFAUX/CAP) as used in this MOA refers to CAP when tasked to perform Air Force assigned missions (AFAM) for the USAF or other Federal agencies.
- 5) The appropriate Numbered Air Force Commander (NAF/CC), his designee, or C-MAJCOM A3 is the USAF mission approval authority for AFAM status for the services of AFAUX/CAP. In the Continental United States (CONUS), Puerto Rico and the United States Virgin Islands, the NAF/CC is the 1st Air Force Commander; in Alaska, the NAF/CC is the 11th Air Force Commander and in Hawaii, the C-MAJCOM authority is the C-MAJCOM A3.
- 6) The USAF organization responsible for ensuring the CAP is organized, trained and equipped to fulfill AFAMs in accordance with (IAW) Air Force Policy Directive (AFPD) 10-27, Air Force Instruction (AFI) 10-2701 and Civil Air

Patrol-United States Air Force Instruction (CAP-USAFI) 10-2701 is Civil Air Patrol – United States Air Force (CAP-USAF). CAP-USAF may provide liaison personnel to provide advice, assistance, and oversight of CAP's involvement in this MOA IAW AFI 10-2701.

B. Authority: The authorities relied on by the parties in this agreement are:

- 1) 31 U.S.C. § 1535, The Economy Act
- 2) 15 U.S.C. § 313, Duties of Secretary of Commerce
- 3) Public Law No. 87-843, section 304
- 4) 28 U.S.C. § 1346(b) and 2671-2680, Federal Tort Claims Act (FTCA)
- 5) 5 U.S.C. Chapter 81, Federal Employees Compensation Act (FECA)
- 6) 10 U.S.C. § 9441 et seq (Describes how the CAP is an AFAUX when “used by any department or agency in any branch of the Federal government”.)
- 7) 36 U.S.C. § § 40301 – 40307, Civil Air Patrol
- 8) 49 U.S.C. § 44720(b) Meteorological Services
- 9) DOD regulation 7000.14-R, DOD Financial Management Regulations (FMR), Vol. 11A
- 10) DOD Instruction (DODI) 4000.19, Interservice and Intragovernmental Support
- 11) AFPPD 10-27, *Civil Air Patrol*
- 12) AFI 10-2701, *Organization and Function of the Civil Air Patrol*
- 13) CAP-USAFI 10-2701, *Civil Air Patrol Operations and Training*
- 14) CAP Regulation (CAPR) 60-1, *Civil Air Patrol Flight Management*
- 15) CAPR 60-3, *CAP Emergency Services Training and Operational Missions*
- 16) CAPR 173-3, *Payment for Civil Air Patrol Support*

C. Mission Description and Scheduling:

- 1) **Mission Description:** Upon request and subject to NAF or C-MAJCOM approval, AFAUX/CAP may provide light powered aircraft, aircrews, and communications support for NOAA/OFCM to assist with aerial assessments/survey flights in

support of pre- and/or post-storm scientific weather damage study operations. All support under this agreement will be provided on a reimbursable basis.

2) Mission Scheduling:

- a. AFAUX/CAP volunteers assigned to conduct AFAMs are deemed to be instrumentalities of the United States with respect to any act or omission of the CAP in carrying out an AFAM under 10 U.S.C. § 9442(b). AFAM approval must be obtained IAW procedures outline in AFI 10-2701 prior to each mission in support of the OFCM.
- b. All missions under this MOA will be conducted by the AFAUX/CAP as non-combat, non law-enforcement, and non-intelligence.
- c. OFCM requests for AFAUX/CAP missions will be simultaneously forwarded to the appropriate Numbered Air Force or C-MAJCOM and CAP National Operations Center (NOC) as soon as practical; for non-immediate routine support, plan ahead and make requests several days in advance (one week preferable) to ensure enough time to approve request through the normal ATO (Air Tasking Order) process. Immediate response mission will normally be supported within 24 hours. This request will include fund cite information as directed in Section H of this MOA.

3) OFCM will provide the following event information to CAP NOC on all mission requests.

- a. Date/time/location of requested support
- b. Description of requested support (i.e. flight only, aerial photographs, spotting, transportation, etc.)
- c. Information on any known potential dangers of conducting the mission
- d. Information regarding the requester to include:
 - I. Name and title of request
 - II. Division Office or Section (within NOAA)
 - III. Telephone numbers (mobile/landline/fax)
 - IV. E-mail address
 - V. Other pertinent information (i.e. contact, Federal passengers, etc.)

4) OFCM will call, fax or e-mail request to the CAP NOC. (Refer to Annex A for contact information.)

- 5) The CAP NOC will contact the tasked wing, and the AFAUX/CAP assigned Incident Commander (IC) from that wing is responsible to schedule and activate AFAUX/CAP resources to complete the mission as soon as practical. Mission requests, AFAUX/CAP Point of Contact (POC) information and detailed sortie information will be entered into the CAP Web Mission Information Reporting System (WMIRS). AFAUX/CAP will provide OFCM access to the CAP WMIRS to track mission details and results.

D. Limitations and Restrictions: Missions performed under this MOA are limited as follows:

- 1) Participation with NOAA/OFCM is restricted to AFI 10-2701 defined missions and subject to provisions of the Economy Act, 31 U.S.C. § 1535 and CAP Regulations.
- 2) Targeting or surveillance of persons, groups of persons, buildings, or vehicles is not authorized. AFAUX/CAP is not an intelligence gathering organization, has no assigned intelligence mission, and will not engage in intelligence activities.
- 3) Except for life-saving missions, missions for the DOD take precedence over missions flown IAW the provisions of this MOA.

E. Guidance, Direction and Control

- 1) USAF retains AFAM approval authority at all times including the authority to extend, modify and/or terminate such missions. Coordination for mission planning and execution remains with OFCM and AFAUX/CAP.
- 2) Flight operations will be conducted IAW CAPRs, Federal Aviation Regulations, USAF-approved regulations and directives. Any party to this MOA may suspend a mission in the event unsafe operational conditions exist.

F. Coordination: Copies of all applicable correspondence and reports will be furnished to all points of contact listed in Annex A.

G. Terms and Conditions:

- 1) The CAP will provide light powered aircraft, personnel, ground vehicles, and communications support to the mission.
- 2) OFCM, or designee, will provide mission requirements, such as date(s), time(s), location(s), survey routes, payload (passengers and/or cargo), and other mission support details or requirements. The area of support is limited to the United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

- 3) Specific requirements for using CAP will be submitted by the OFCM to the CAP NOC, Maxwell AFB, Alabama where the request will be validated. See Section C for guidelines.

H. Reimbursement:

- 1) When the CAP NOC validates the OFCM request, assignment of the mission number to AFAUX/CAP commits the OFCM to reimbursement for any incurred expenses. OFCM will then reimburse CAP for actual costs of services provided by the AFAUX/CAP pursuant to DoDI 4000.19, AFI 10-2701 and CAPR 173-3, *Payment for Civil Air Patrol Support*.
- 2) OFCM shall provide HQ CAP-USAF/FM with a suitable funding document, which should cite this MOA, and the Grants Officer must approve the funding prior to the execution of missions described in this MOA. Receipt of annual funding document must provide advance lead time (3-4 weeks prior to first mission start) to ensure CAP-USAF approval, Grants Officer approval and modification to the Cooperative Agreement between the USAF and Civil Air Patrol is completed. Thereafter, missions will be reimbursed from the funds held on account with CAP. Excess funds will be returned to OFCM prior to end of the fiscal year. All other financial related matters are delegated to appropriate organizational Financial Management offices to ensure timely execution of missions and prompt reimbursement of expenses.
- 3) OFCM transfer of funds, whether annually or mission specific, is a representation by OFCM that funding is available to pay for the requested support, it is in the best interests of the United States government, the USAF, and CAP to provide the support, the support cannot be provided more conveniently or economically by a commercial enterprise, and it does not conflict with any other agency's authority.
- 4) All transfers of funds will be made pursuant to amendments to the agreement (known as "Annual Agreements"), including executed Determination and Finding statements.

I. Liability: All FTCA claims arising out of AFAMs performed by AFAUX/CAP IAW this MOA will be processed by the Air Force IAW its administrative claims procedures. Any FECA actions involving USAF and/or CAP personnel arising out of AFAMs performed by AFAUX/CAP IAW this MOA shall be processed by the Department of Labor in coordination with the Air Force. FECA actions involving NOAA personnel arising from AFAUX/CAP missions will be processed by the NOAA.

J. Duration of Agreement, Amendments and Modifications:

- 1) This MOA is effective upon the last approving signature and will remain in effect for five years from the date of last approving signature. This review will be

annotated by a Memorandum for Record with recommendation of changes, if any. All necessary changes will be accomplished either by an amendment to this agreement or by entering into a new agreement, whichever is deemed expedient to the interest of all Parties.

- 2) Any party may terminate this agreement by providing 60 days written notice to the other parties. If the requesting agency (OFCM) cancels the order, the providing agency (AFAUX/CAP) is authorized to collect costs incurred prior to the cancellation of the order plus any termination costs. The total value of the agreement, including termination costs, will not exceed the amount in the Annual Agreement. Said costs shall be paid within 30 days of such termination.
- 3) The provisions of this MOA may be amended in writing at any time upon mutual agreement of the Parties. Modifications to this MOA, on behalf of the USAF, have been delegated from Headquarters Air Force, Director, Operations, Plans and Requirements (AF/A3/5) to Headquarters Air Force, Director of Air Operations, Homeland Operations, Air Force Auxiliary (AF/A3O-AH) as long as the main intent of this MOA is not changed and all Parties are in agreement.

K. Resolution of Disagreements:

- 1) Nothing in this MOA is intended to conflict with current DOC, NOAA, OFCM, DOD, USAF or CAP directives, instructions, and/or regulations. If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- 2) Should disagreement arise on the interpretation of the provisions of this MOA, or subsequent amendments or revisions, which cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each Party and presented to the others for consideration.
- 3) If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in escalation of the dispute, said dispute will be resolved in accordance with instructions provided in the Treasury Financial Manual Volume 1, Part 2, Chapter 4700, Appendix 10, available at <http://fms.treas.gov/tfm.index.html>.

L. MISCELLANEOUS:

- 1) Other Relationships or Obligations. This MOA shall not affect any pre-existing or independent relationships or obligations between the parties.

M. ACCEPTANCE OF AGREEMENT:



Samuel P. Williamson
Federal Coordinator
Office of the Federal Coordinator
for Meteorological Services and
Supporting Research
NOAA/OFCM
U.S. Department of Commerce
8455 Colesville Road, Suite 1500
Silver Spring, MD 20910

5 Dec 2012
(date)



Burton M. Field, Lt. Gen., USAF
Deputy Chief of Staff
Operations, Plans & Requirements
United States Air Force
U.S. Department of Defense
1630 Air Force Pentagon
Washington, DC 20330-1630

26 Nov 2012
(date)

**ANNEX A
POINTS OF CONTACT**

NOAA/OFCM

Suite 1500
8455 Colesville Rd
Silver Spring, MD 20910
(301) 427-2002
Fax – (301) 427-2007

AF/A3O-AH

Headquarters Air Force, Homeland Operations Division
Air Force Auxiliary Branch
1480 Air Force Pentagon
Washington, DC 20330-1480
(202)767-3409/DSN 297-3409

HQ CAP-USAF

105 S. Hansell Street, Building 714
Maxwell AFB, AL 36112-5937
334-953-6411/DSN 493-6411

Civil Air Patrol, National Operations Center

Chief, National Operations Center
Commercial number - 888-211-1812 ext 300/334-953-5000 ext. 300
Fax number - 800-555-7902
E-mail address - opscenter@capnhq.gov

601st Air Operations Center

Senior Operations Duty Officer
Commercial number – 850-283-5573
DSN 523-5573

611th Air Operations Center

176th Air Control Squadron-Mission Crew Commander
Commercial number-907-552-6222
DSN 317-552-6222