



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CIVIL AIR PATROL
AND
THE SALVATION ARMY
RELATING TO
PARTICIPATION IN DISASTER ASSISTANCE**



1. PURPOSE: The purpose of this agreement is to define and establish procedures and practices for continued cooperation between The Salvation Army National Corporation, on behalf of itself and its affiliates (“The Salvation Army”), and the Civil Air Patrol in disaster and emergency situations.

2. RESPONSIBILITIES:

a. THE SALVATION ARMY: is

(1) A charitable, faith-based organization which provides emergency services to individuals and groups in time of emergencies and disasters of every description.

(2) In Public Law 93-288 is recognized as a participating agency in the dissemination of disaster relief.

(3) A provider of the following disaster relief services: mass care (including food service and sheltering); emotional & spiritual care; donations management and the distribution of bulk emergency relief supplies; emergency and long-term recovery assistance. Services are provided without charge and offered in support of disaster survivors and first responders.

(4) The Salvation Army works in cooperation and coordination with federal, state, and local government agencies; non-governmental and other voluntary organizations; and private-sector corporations and partners.

(5) The Salvation Army supports a curriculum of disaster relief training which is open and available to partner organizations.

b. CIVIL AIR PATROL: By Act of Incorporation, Section 40301-40307, Title 36 United States Code, the Civil Air Patrol (CAP) is chartered to:

(1) Provide an organization to encourage and aid citizens of the United States in contributing their efforts, services and resources in developing aviation and in maintaining air supremacy.

(2) Provide an organization to encourage and develop, by example, the voluntary contribution of private citizens to the public welfare.

(3) Provide aviation education and training, especially to its senior and cadet members.

(4) Encourage and foster civil aviation in local communities.

(5) Provide an organization of private citizens with adequate facilities to assist in meeting local and national emergencies.

(6) Assist the Department of the Air Force in fulfilling its non-combat programs and missions.

3. MISSION LIMITATIONS: Activities conducted pursuant to this agreement are limited as follows:

a. Requests for CAP support to The Salvation Army shall be submitted by The Salvation Army's National Headquarters (NHQ) to the CAP National Operations Center (NOC). All requests for Salvation Army support of CAP operations will be made from the CAP NOC to Salvation Army NHQ EDS Director at (703)647-4783. The CAP NOC may be reached 24/7 at 1-888-211-1812.

b. CAP members providing assistance to The Salvation Army must comply with CAP directives.

c. CAP support is provided only "if available" as determined by the Wing Commander or his designee and approved by the CAP National Operations Center (NOC). Air Force directed missions have priority over missions conducted in support of The Salvation Army pursuant to this Memorandum of Understanding (MOU).

d. The Salvation Army representatives have authorized passenger status aboard CAP aircraft pursuant to all officially, approved Salvation Army disaster relief missions and/or Salvation Army supported CAP missions, but only upon the approval of Salvation Army NHQ and the CAP NOC. The Salvation Army representatives must complete a CAP Form 70-9 prior to flight. The release is available on the CAP website at: <https://www.gocivilairpatrol.com/members/publications/forms>.

e. Any party to this MOU may suspend or terminate CAP missions conducted pursuant to it at any time and for any reason to include, but not limited to, unsafe operating conditions.

4. MISSION DEFINITIONS:

a. A disaster is a natural or manmade event such as hurricane, tornado, storm, or flood, that causes great damage, human suffering or loss of life requiring assistance.

b. AIR FORCE REIMBURSED MISSION ACTIVITIES: In order to satisfy its noncombatant responsibilities for assisting in national and local emergencies, the Air Force may

use CAP to assist in disaster response or other Defense Support to Civil Authorities activities. Whenever CAP is supporting the Air Force during a disaster, assistance to Salvation Army may be directed by the controlling agency as a part of the mission but is not being executed in accordance with this MOU. In this event while on an Air Force assigned reimbursed mission, the United States Air Force (USAF) in accordance with current Air Force and CAP directives will make reimbursement to CAP. The Salvation Army will make no repayment.

c. THE SALVATION ARMY REIMBURSED MISSION ACTIVITY: The disaster may not warrant Air Force assigned reimbursed mission authorization to CAP. In such instances, Civil Air Patrol Wings are authorized after receiving approval from the CAP National Operations Center to provide emergency services to any representative of The Salvation Army duly authorized by Salvation Army National Headquarters, who makes application and agrees to reimburse for this service.

5. MISSION COOPERATION:

a. CAP SUPPORT TO THE SALVATION ARMY: CAP may furnish emergency transportation by air of such medical supplies, materials and Salvation Army representatives as may be necessary in carrying on official Salvation Army work. In addition to air transportation, CAP assistance may include:

(1) Communications in the form of both equipment and personnel to support Salvation Army relief operations.

(2) Ground transportation in the form of vehicles and drivers to be used in support or Salvation Army relief operations.

(3) Personnel to provide support staffs in Salvation Army shelters, feeding units, supply operations and other disaster related operations.

(4) Chaplain Support Teams, when available, to augment Salvation Army crisis and disaster relief operations.

(5) The Salvation Army will provide any necessary briefing, training and operational supervision in cooperation with local CAP unit commanders or their designees.

b. THE SALVATION ARMY SUPPORT TO CAP: When CAP is engaged in search and rescue or disaster operations in remote or devastated areas, or in CAP training operations, the CAP Incident Commander may request Salvation Army support through Salvation Army NHQ to the CAP NOC in the following areas:

(1) Feeding of CAP members engaged in-training, exercises, or actual disaster relief operations.

(2) Use of Salvation Army mobile assets such as field kitchens, shower trailers, mobile handwashing stations, communications or command posts assets where needed and available.

(3) Other assistance to support Civil Air Patrol actions where emergency disaster occurs, within the limits of both organizations.

c. LIABILITIES: INSURANCE, WORKERS COMPENSATION & RELATED MATTERS:

a. CAP Protections: 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*.

b. 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.9492(b) (2); 28 U.S.C. 2671 *et. seq.*) and Federal Employees Compensation Act (FECA) (5 U.S.C. 8141) do not apply.

6. THE SALVATION ARMY REIMBURSEMENT TO CAP:

a. When an Air Force reimbursed mission is not authorized for CAP, Salvation Army units utilizing CAP services will reimburse CAP or its members for certain costs as allowed in Civil Air Patrol's *Payment for Mission Support* regulation, CAPR 173-3 when expended on missions carried out on request of a duly authorized representative of Salvation Army.

b. CAPR 173-3 reflects USAF approved reimbursement rates and should be referenced prior to requesting mission assignment. This schedule is reviewed annually and may be changed from time to time. The current version of this regulation is always available on the Civil Air Patrol Website with other regulations at:
<https://www.gocivilairpatrol.com/members/publications/indexes-regulations-and-manuals-1700>

c. The Salvation Army representatives requesting such reimbursable services from the Civil Air Patrol will have prior approval from their Divisional Headquarters before initiating such a request. This request will be submitted through The Salvation Army's territorial and national headquarters to the NOC. It must be approved by the CAP NOC duty officer.

d. The requesting Salvation Army representative will keep a complete log of Civil Air Patrol's participation and will attach it to the Civil Air Patrol final request for reimbursement sent to Salvation Army unit initiating such action.

e. Not more than forty-five days following the closing date of the missions the Civil Air Patrol will present to The Salvation Army unit representative completed CAP Form 108 certifying reimbursement costs to be paid by Salvation Army unit utilizing the services.

f. The Salvation Army representatives requesting or using CAP aircraft service under this MOU will forward to The Salvation Army a report for each aircraft engaged in service. The report will include the following information:

- (1) A brief statement covering the need for this service.
- (2) The type of aircraft and its registration number.
- (3) The date of utilization.
- (4) The total hours flown by each aircraft.

7. AIR FORCE PROVISIONS:

a. This MOU is between CAP and The Salvation Army 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 Department of Defense (DoD) departments and agencies
- (3) other Federal departments and agencies
- (4) State agencies
- (5) Local agencies

c. CAP volunteers flying missions under this MOU are not eligible for Federal Torts Claims Act (FTCA) or Federal Employees Compensation Act (FECA) benefits.

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

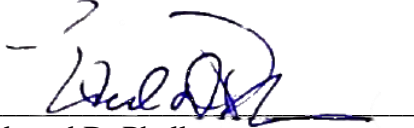
e. Missions flown and funded under this MOU are not eligible for payment or reimbursement from the federal government.

8. EFFECTIVE DATE: This agreement shall be effective from the date it has been executed by representatives of all parties and supersedes all previous agreements between the parties. The term of this agreement is five (5) years from its effective date. This MOU will be automatically renewed for an additional five (5) year period at the end of each term, absent objection by any party. Any party may terminate this agreement upon written notice to the other party. The provisions of this agreement may be amended at any time upon mutual agreement of the parties.

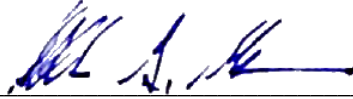
National Headquarters, Civil Air Patrol
Attention: DO
105 South Hansell Street
Maxwell AFB, AL 36112-5937

The Salvation Army
National Corporation
615 Slaters Lane
Alexandria, VA 22313-0269

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



Edward D. Phelka
Major General, CAP
National Commander, Civil Air Patrol



Kenneth G. Hodder, Commissioner
National Commander
The Salvation Army

Date: 18 February 2022

Date: 18 February 2022

Reviewed by Legal
The Salvation Army
National Corporation

