

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES POSTAL INSPECTION SERVICE,  
THE UNITED STATES AIR FORCE,  
AND THE CIVIL AIR PATROL

**A. Parties and Purpose:**

- 1) This Memorandum of Agreement (MOA) sets forth procedures and practices for cooperation between the United States Postal Inspection Service (USPIS), the United States Air Force (USAF), and the Civil Air Patrol (CAP) for the purpose of transporting USPIS Inspectors to and from a Biohazard Detection System (BDS) event to include transporting USPIS seized evidence.
- 2) BDS is an early detection system that indicates the presence of Bacillus anthracis (B. anthracis) in the collection mail stream. Aviation support is crucial to ensure the Postal Inspection Service can keep the commitment made to the Department of Homeland Security and the public health community to get trained Postal Inspectors on site within an allotted timeframe to secure the scene and collect the evidence for delivery to the Center for Disease Control's Laboratory Response Network. Use of CAP has been determined by USPIS to be the most cost effective and time efficient means to transport Postal Inspectors and deliver evidence gathered from the BDS.
- 3) The USPIS is the primary law enforcement arm of the United States Postal Service that investigates postal offenses and civil matters relating to the Postal Service. Postal Inspectors are federal law enforcement officers who carry firearms, make arrests, and serve federal search warrants and subpoenas.
- 4) CAP is a federally chartered, non-profit corporation that serves as an auxiliary of the Air Force when the Air Force 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 Air Force or other Federal agencies.
- 5) The Air Component Commander (ACC), or his designee, is the Air Force mission approval authority for Air Force assigned mission status for the services of AFAUX/CAP. In the Continental United States (CONUS), Puerto Rico and the U.S. Virgin Islands, the ACC is the 1st Air Force Commander; in Alaska the ACC is the 11th Air Force Commander and in Hawaii the ACC is the 13th Air Force Commander.

**B. Authority:** The authorities for the parties to enter into this agreement are:

- 1) 31 U.S.C. § 1535, The Economy Act
- 2) 21 U.S.C. § 886, Payments and Advances

- 3) 28 U.S.C. §§ 1346(b) and 2671-2680, Federal Torts Claim Acts (FTCA)
- 4) 5 U.S.C. § 81, Federal Employees Compensation Act (FECA)
- 5) 10 U.S.C. § 9441 *et seq.* (describes how the Civil Air Patrol is an Air Force auxiliary when “used by any department or agency in any branch of the Federal Government”)
- 6) 36 U.S.C. §§ 40301 – 40307, Civil Air Patrol
- 7) Department of Defense (DOD) Regulation 7000.14-R, *Department of Defense Financial Management Regulations* (FMR), Vol. 11A.
- 8) Department of Defense Instruction (DODI) 4000.19, *Interservice and Intragovernmental Support*
- 9) Air Force Instruction (AFI) 10-2701, *Organization and Function of the Civil Air Patrol*
- 10) Civil Air Patrol Regulation (CAPR) 60-1, *Civil Air Patrol Flight Management*
- 11) CAPR 173-3, *Payment for Civil Air Patrol Support*

**C. Mission Description and Scheduling:**

- 1) Mission Description: AFAUX/CAP will provide timely air transportation services for USPIS Inspectors responding to an emergent BDS event. This may also include transporting USPIS seized evidence from the event.
- 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 CAP in carrying out an AFAM under 10 U.S.C. § 9442(b). AFAM approval must be obtained in accordance with (IAW) procedures outlined in AFI 10-2701 prior to each mission in support of the USPIS.
  - b. All missions under this MOA will be conducted by the AFAUX/CAP as non-combat, non law-enforcement, and non-intelligence.
  - c. USPIS requests for AFAUX/CAP missions will be simultaneously forwarded to 1AF (AFNORTH) Air Operations Center (601 AOC) and the AFAUX/CAP National Operations Center (NOC) as soon as practical; the normal lead time for these missions is five (5) days. USPIS requests for emergency response missions can usually be approved in less than one hour.
  - d. USPIS will provide the following event information to the 601 AOC and NOC on all mission requests:

- i. Date/time of requested support
- ii. Location and description of requested support required (aerial photographs, transportation, etc)
- iii. Information on any known potential dangers of conducting the mission
- iv. Information regarding the requester to include:
  - 1. Name and title of requester
  - 2. USPIS office symbol
  - 3. Telephone numbers (mobile/land/fax)
  - 4. E-mail address
  - 5. Other pertinent information (i.e. contact, Federal passengers)
- e. For all mission requests:
  - i. USPIS will call, fax or e-mail any mission request to the 601 AOC and NOC. (Refer to Annex A for contact information.)
  - ii. The NOC will contact the tasked wing and the AFAUX/CAP assigned Wing Incident Commander (IC) responsible for scheduling and activating 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 USPIS access to the CAP WMIRS to track mission details and results.
  - iii. The 601 AOC assignment of a mission number to the NOC commits the USPIS to reimbursement for any expenses incurred as stipulated in Section G.

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

- 1) AFAUX/CAP participation is restricted to AFI 10-2701 defined missions.
- 2) Per Executive Order 12333, AFAUX/CAP will not engage in targeting or surveillance of persons or property.
- 3) AFAUX/CAP members may not be deputized and will not be armed while supporting the USPIS. They may not physically participate in arrest or detention procedures, or the search and seizure of evidence. The restrictions on USAF involvement in civil law enforcement activities are applicable to AFAUX/CAP members during the performance of missions contemplated under this MOA.

- 4) AFAUX/CAP will only perform transportation services for USPIS Inspectors and USPIS seized evidence when requested by USPIS IAW Section C of this Agreement. Any AFAUX/CAP transported BDS evidence must be in the custody of a USPIS Inspector at all times and will not be transported unless accompanied by a USPIS Inspector on the same flight. USPIS is obligated to package evidence in such a manner as to render it safe for air transport without the need for specialized protective equipment.
- 5) Except for life saving missions, missions for the DoD take precedence over missions flown IAW the provisions of this MOA.

**E. Guidance, Direction, Command and Control:**

- 1) Air Force 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 USPIS and AFAUX/CAP.
- 2) Flight operations will be conducted in accordance with Air Force approved regulations and directives. Any Party to this MOA may suspend a mission in the event unsafe operational conditions exist.
- 3) The USPIS understands and agrees that AFAUX/CAP missions are performed by civilian volunteers and that AFAUX/CAP participation in activities described in this MOA are likewise, strictly voluntary.

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

**G. Reimbursement:**

- 1) Assignment of the mission number to AFAUX/CAP commits the USPIS to reimbursement for any incurred expenses. USPIS will reimburse CAP for actual costs of services provided by the AFAUX/CAP pursuant to DoD 4000.19, AFI 10-2701 and CAP Regulation 173-3, *Payment for Civil Air Patrol Support*.
- 2) USPIS 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 Headquarters Air Force representative, Homeland Operations Division approval, Grants Officer approval and modification to the Cooperative Agreement between the Air Force 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 USPIS 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) USPIS' transfer of funds, whether annually or mission specific, is a representation by USPIS that funding is available to pay for the requested support, it is in the best interests of the United States government, the Air Force, 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.

**H. Liability:** All Federal Tort Claims Act (FTCA) claims arising from the operation of the aircraft or conduct of AFAUX/CAP personnel during an approved AFAM mission will be processed by the Air Force in accordance with its administrative claims procedures. All FTCA and Federal Employees Compensation (FECA) claims or actions arising from the activities of USPIS personnel in response to a BDS event will be processed by the USPIS.

**I. Duration of Agreement, Amendments and Modifications:**

- 1) This MOA is effective upon the last approving signature and will remain in effect indefinitely until amended or terminated. The termination shall be effective 60 days following notice, unless a later date is set forth. In the event of termination, USPIS shall continue to be responsible for all actual costs incurred by AFAUX/CAP as a result of termination of this MOA. Said costs shall be paid within 30 days of such termination.
- 2) The provisions of this MOA may be amended at any time upon mutual agreement of the Parties. Modifications to this MOA, on behalf of the Air Force, have been delegated from Headquarters Air Force, Director, Operations, Plans and Requirements (AF/A3/5) to Headquarters Air Force, Homeland Operations Division, Air Force Auxiliary Division (AF/A3O-AH) as long as the main intent of this MOA is not changed and all Parties are in agreement.
- 3) The MOA will be reviewed by the USPIS, Air Force offices of responsibility and CAP every four years to ensure it continues to meet programmatic requirements. This review will be annotated on 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.

**J. Resolution of Disagreements:**

- 1) Nothing in this MOA is intended to conflict with current USPIS, DoD, Air Force 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 agreement on interpretation is not reached within thirty days, the Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

**K. MISCELLANEOUS:**

- 1) Other Relationships or Obligations. This MOA shall not affect any pre-existing or independent relationships or obligations between the parties.
- 2) Survival. The provisions of this MOA that require performance after the expiration or termination of this MOA shall remain in force notwithstanding its expiration or termination.

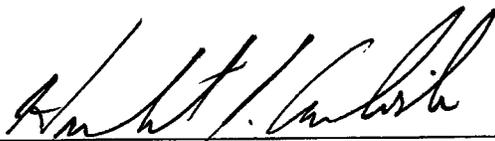
**L. ACCEPTANCE OF AGREEMENT:**



Mark Applewhaite  
Inspector in Charge  
Dangerous Mail Investigations  
United States Postal Inspection Service  
475 L'Enfant Plaza SW Room 3301  
Washington, DC 20260-2112

4/21/11

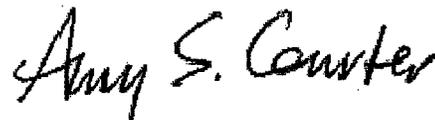
[date]



Lieutenant General Herbert J. Carlisle  
Deputy Chief of Staff  
Operations, Plans & Requirements  
United States Air Force  
U.S. Department of Defense  
1630 Air Force Pentagon  
Washington, DC 20330-1630

14 July 2011

[date]



Amy S. Courter  
Major General, Civil Air Patrol  
National Commander  
105 South Hansell St  
Maxwell AFB, AL 36112-6332

6/2/2011

[date]

**Annex A**  
**Points of Contact Information**

**United States Postal Inspection Service**

David C. Forde  
Inspector Attorney  
Office of Counsel  
U.S. Postal Inspection Service  
475 L'Enfant Plaza, SW Room 3627  
Washington DC 20260  
(t) 202-268-7402  
(f) 202-268-4538

**Headquarters Air Force, Directorate of Homeland Operations**

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

**HQ CAP-USAF/FM**

Maxwell AFB, Al  
334-953-6411/DSN 493-6411

**National Operations Center (NOC)**

Chief, National Operations Center  
Commercial number - 888-211-1812 ext 300/334-953-3922  
Fax number - 800-555-7902  
E-mail address - [opscenter@capnhq.gov](mailto:opscenter@capnhq.gov)

**601st Air Operations Center (AOC)**

Senior Operations Duty Officer (SODO)  
Commercial number - 850-283-5573  
DSN 523-5573