



NATIONAL HEADQUARTERS  
CIVIL AIR PATROL  
UNITED STATES AIR FORCE AUXILIARY  
MAXWELL AIR FORCE BASE, ALABAMA 36112-5937

5 MAY 2020

MEMORANDUM FOR SDWG/CC

FROM: CAP/DO

SUBJECT: CAPR 70-1 Paragraph 9.8.2.3 Waiver Approval

1. Your waiver request of 1 April 2020 is approved as requested. This package has also been posted online.
2. For missions where this waiver is being applied, please load this waiver file in the WMIRS Mission Files for reference.

  
JOHN W. DESMARAIS, Sr.  
Director, Operations

Attachment  
SDWG Waiver Package

cc  
SDWG/DO (Goodrich)



HEADQUARTERS SOUTH DAKOTA WING  
CIVIL AIR PATROL  
UNITED STATES AIR FORCE AUXILIARY  
4275 Airport Road, Suite A  
Rapid City SD 57003

01 Apr 2020

MEMORANDUM FOR SDWG/CC  
NCR/CC  
NCR LR/CC  
CAP-USAF/DO  
CAP/DO  
IN TURN

FROM: SDWG/DO

SUBJECT: Request for Waiver for CAPR 70-1, CAPF 70-90, Release for Non-CAP Members

1. The South Dakota Wing requests a waiver to paragraph 9.8.2.3 of CAPR 70-1. The CAP Form 70-9, Release for Non-CAP Members requirement is incompatible with corporate missions that support the State of South Dakota.

2. The 2017 MOU between Civil Air Patrol and the State of South Dakota is attached to this letter. Please review paragraph 8 of the MOU that talks about insurance.

a. Please review paragraph 8 of the MOU that talks about insurance. South Dakota state personnel flying in CAP aircraft are covered by the South Dakota liability and workman's compensation insurance.

b. Also, relevant correspondence from Becky Lee from the Office of the General Counsel, Civil Air Patrol is attached which provided the waiver we were working under previously.

3. Please review the two attached documents and grant a waiver to the CAPF 70-9 requirements of CAPR 70-1 based on this MOU. Comments or questions regarding this request should be directed to Lt Col Craig Goodrich, SDWG/DO, at [craig.goodrich@sdwg.cap.gov](mailto:craig.goodrich@sdwg.cap.gov) or Lt Col Jeremy Langrock, SDWG/DOV at [jeremy.langrock@sdwg.cap.gov](mailto:jeremy.langrock@sdwg.cap.gov).

A handwritten signature in black ink, appearing to read "Craig D. Goodrich".

CRAIG D. GOODRICH, Lt Col, CAP  
SDWG/DO

2 Attachments:

1. MOU with South Dakota, 2017
2. GC Email, 13 March 2017

cc:

NCR/CC Select

SDWG/CS

# MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE CIVIL AIR PATROL AND  
THE STATE OF SOUTH DAKOTA



2017

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CIVIL AIR PATROL AND THE STATE OF SOUTH DAKOTA**

**1. Purpose.** The State of South Dakota wishes to utilize the services of Civil Air Patrol (CAP) and its volunteers for the public good. This memorandum of understanding (MOU) sets forth standardized procedures by which the South Dakota Department of the Military (DM), the South Dakota Department of Public Safety (DPS), the South Dakota Department of Agriculture (DA) and other South Dakota state agencies may request CAP mission support as well as the terms under which missions are authorized, performed, and reimbursed. The memorandum does not, in and of itself, create any legal obligations among the parties or signatories. All previous MOU(s) between CAP and state agencies are superseded by this agreement. *NOTE: No counter-drug (CD) missions are authorized by this MOU.*

**2. Parties.** This MOU is between CAP, through its South Dakota Wing, and the government of the State of South Dakota.

**a. Civil Air Patrol.** CAP is a federally chartered charitable non-profit corporation. (36 U.S.C. §§40301-40307.) Missions flown under this MOU are "corporate missions." Although CAP is not a government agency or military service, it acts as the volunteer civilian auxiliary of the United States when used to fulfill the non-combat programs and missions of the Department of the Air Force. Only the United States Air Force (USAF) can assign "Air Force Assigned Missions" (AFAMs). See Attachment A for a discussion of CAP's status and missions as the Air Force Auxiliary (10 U.S.C. §§9441, 9442) and procedures to request AFAMs.

**(1) South Dakota Wing, CAP.** South Dakota Wing is an administrative subdivision of Civil Air Patrol and not a separate legal entity from CAP. CAP is generally organized along geographic lines and South Dakota Wing's jurisdiction is defined by the boundaries of the state. Missions under this MOU will be performed by the South Dakota Wing. Contact information is included as Attachment B. (The parties may update Attachment B unilaterally by e-mail or other writing.)

**(2) CAP Members.** CAP members are volunteers in public service. "Members," as volunteers, are not "employees." The South Dakota Wing may use CAP members assigned to units from outside of South Dakota to perform missions under this MOU. All CAP members shall be deemed members of South Dakota Wing while performing missions under this MOU and entitled to benefits of such membership that arise under this MOU.

**b. South Dakota.**

**(1) Department of the Military (DM).** DM is responsible for assisting civil authorities in the protection of life and property and to preserve order and public safety under direction of the Governor. DM contact information is provided in Attachment B.

**(2) Department of Public Safety (DPS).** DPS is responsible for keeping South Dakota a safe place in which to live, work, visit and raise a family. The Department of Public Safety's contact information is provided in Attachment B.

**(3) Department of Agriculture (DA).** DA is responsible for monitoring the condition of crops, grasslands, and forests, including wildland fire suppression. Department of Agriculture contact information is provided in Attachment B.

**(4) Other State or Local Agencies.** Any other agencies of South Dakota or local government agencies within South Dakota that request CAP assistance may submit an abbreviated MOU (such as a letter signed by both parties) that incorporates the terms and conditions of this MOU by reference. An abbreviated MOU should refer to the MOU Registration Number on the cover page of this agreement and attach a copy of this MOU.

**(5) State-Wing Relationship.** The statutory relationship between South Dakota and CAP is currently set forth in SDCL Chapter 50-3 and establishes the South Dakota Civil Air Patrol as an instrumentality of the state. For administrative purposes, the SD CAP is attached to the Department of Military Affairs. (SDCL Chapter 50-3-3)

### **3. CAP Mission Capabilities & Limitations.**

#### **a. Capabilities.**

**(1) Objectives.** CAP provides an organization of private citizens equipped to respond to local and national emergencies and to serve the public welfare (36 U.S.C. §40302). CAP can quickly organize large numbers of highly trained volunteers with ready access to up-to-date equipment to provide cost effective support to government agencies.

**(2) Operations.** South Dakota Wing assistance to the State of South Dakota may include, and is not limited to: aerial missions such as reconnaissance to search for victims, damage assessments, environmental surveys utilizing visual, photographic, digital, and video techniques; airborne communications support; and airlift (subject to regulatory restrictions discussed in paragraphs 3b, 5g, and 5h below). Other support may include: supplemental incident command staff, manual labor (e.g., traffic control or filling sandbags for flood control); radio communications; assistance at shelters set up for the victims of disasters, support for training exercises (in non-combat roles only), VIP escort at state functions and providing ground teams (typically used in search and rescue (SAR) missions). Ground teams are prohibited from participating in counterdrug or other law enforcement missions.

**(3) Communications.** In order to ensure radio communication interoperability when South Dakota Wing is engaged in joint missions with state and local agencies, and to facilitate other missions performed by South Dakota Wing for the State of South Dakota, South Dakota Wing is authorized to use such state digital communications talk groups as may be allocated to South Dakota Wing by State Radio Communications. South Dakota Wing may also use other talk groups when verbally authorized for the duration of specific missions. Use by CAP of the state digital communications system shall be restricted to operations in which interagency

communications is required. When operating on the state digital communications system, CAP will use its own assigned call signs, or functional designators assigned in accordance with the incident command system. Equipment used by South Dakota Wing on the State System will meet technical requirements as established in 47 CFR 90 (FCC Regulations) and 47 CFR 300 (NTIA Red Book). On a space or time available basis, State Radio Communications may also provide in-kind support to South Dakota Wing, including, but not limited to, assistance with radio programming and authorization for radio equipment, such as repeaters, on state towers.

**b. Limitations.**

**(1) Priority of Missions.** The State of South Dakota understands and acknowledges that the USAF may withdraw CAP from missions in progress under this MOU when necessary to pursue higher priority missions. This is because CAP is the official auxiliary of the Air Force, and there is a priority for employing CAP resources that may affect the availability of support to state and local authorities. Priority for utilizing CAP resources is as follows: USAF, other DOD departments and agencies, other Federal departments and agencies, state agencies, and finally, local agencies.

**(2) Law.** CAP does not have any special exemption from civil or criminal law. Nothing in this agreement shall be read to require any party or signatory to act in violation of the law or applicable regulations. Furthermore, none of the provisions in this MOU are intended to conflict with applicable laws, regulations, or directives governing CAP missions/activities, including but not limited to those discussed below.

**(a) Federal Aviation Regulations.** Civil Air Patrol pilots, many of whom are private pilots, are required to comply with Federal Aviation Regulations (FARs.) The FARs may prohibit private pilots from flying some of the missions (including transport missions except for certain exceptions) contemplated by this MOU. CAP pilots with higher certifications are less restricted (See Attachment C, CAP Missions and Volunteer Limitations.).

**(b) Assistance to Law Enforcement.** CAP regulations limit assistance to law enforcement agencies to "passive assistance."

CAP members may not be deputized nor may they take an active part in arrest or detention activities and have no authority to restrict persons by means of force, active or implied.

a. CAP assistance to law enforcement agencies which may lead to criminal prosecution is restricted to patrol, reconnaissance, and reporting only. Requests for such assistance, unless of an emergency nature, must be approved in advance by the Wing and Region Commanders and coordinated with [the National Operations Center (NOC) at (888) 211-1812 or opscenter@capnhq.gov.] All CAP flights will be in accordance with CAPR 60-1, *CAP Flight Management*.

**(c) CAP Directives.** CAP missions and activities are also limited by CAP regulations. CAP personnel are required to comply with CAP regulations. Failure of CAP members to comply with applicable regulations may result in administrative action.

(d) The exemption for a flight plan on flights beyond 50 miles from point of origin as required in CAPR 60-1, para 2-2.a, will be fulfilled by the Flight Release Officer who can monitor CAP aircraft in real time using a satellite based tracking system.

**(3) Risk Management.** CAP is an organization of non-paid volunteer citizens. As such, CAP members may decline to participate in missions or discontinue missions at any time. Additionally, CAP may decline or suspend CAP missions for any reason, including but not limited to safety, risk, and liability concerns.

**4. Emergencies.** For emergency missions in which (a) life or property is in imminent peril and (b) local resources are inadequate, please see Attachment A for criteria and procedures for requesting an AFAM (Air Force Assigned Mission).

**5. Requesting Missions - In General.** Any and all mission requests may be submitted to the NOC at (888) 211-1812 or [opscenter@capnhq.gov](mailto:opscenter@capnhq.gov). Reimbursement will be made in accordance with this paragraph and paragraph 7. Corporate missions may include, but are not limited to:

a. **Air and Ground Search and Rescue (SAR) Operations.** See Attachment A regarding requests for air and ground SAR operations. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

b. **Mercy Missions.** Mercy missions refer to the transport of blood, organs, serum, and medical equipment necessary to relieve a specific time-critical, life-threatening situation where commercial transportation is unavailable. See Attachment A regarding requests for mercy mission operations. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

c. **Disaster Mitigation and Relief (DR) Operations.** DR missions relate to assistance needed for major disasters or emergencies (including all natural and man-made disasters such as hurricanes, floods, tornadoes, major storms, earthquakes, oil spills or other environmental disasters). See Attachment A regarding requests for DR missions. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

d. **SAR/DR Training Missions.** See Attachment A regarding requests for air and ground SAR/DR Training Missions. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

e. **Homeland Security (HLS).** See Attachment A regarding requests for Homeland Security operations. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

f. **Aerial Reconnaissance of Ground Conditions and Surface Traffic.** This may include visual or photographic reconnaissance of wildlife, land, forests, roadways and waterways, etc. (Note: in the event of an "environmental disaster," the state may be able to request an AFAM in accordance with Attachment A). Participation of state and local personnel in these aerial reconnaissance missions is discussed in paragraph 5g below.

**g. State and Local Crewmembers.** State or local agencies may request CAP aircraft and aircrew as an aerial platform from which state or local officials may perform “aerial work,” as “crew members.” “Aerial work” includes missions such as aerial reconnaissance of ground conditions (discussed in paragraph 5f above) or operation of an airborne repeater. These officials may be authorized to fly aboard CAP aircraft in accordance with CAPR 60-1, *CAP Flight Management*. State and local officials performing aerial work or duty in the aircraft during flight are crewmembers and not “passengers” (14 C.F.R. §119.1(e)(4).)

**h. Air Transportation of Cargo and Passengers.** Air transport of cargo and/or passengers on corporate missions shall be in accordance with subparagraphs (1) and (2) below. Such missions shall be performed without reimbursement or payment of any kind from sources outside of CAP due to FAA restrictions. (Note: Transport missions may be funded by the CAP pilot or South Dakota Wing but such missions may be limited due to availability of funding):

**(1) Human Organs, Tissues, and Medical Supplies.** CAP may perform missions to transport organs, tissues, or medical supplies at the state’s request for humanitarian reasons without accepting reimbursement or payment of any kind from outside sources.

**(2) State or Local Officials/Other Non-CAP Passengers.** CAP may transport these officials and other non-CAP passengers approved in accordance with CAPR 60-1, paragraph 2-3a, *CAP Flight Management*.

## **6. Command, Control, Coordination and Cooperation:**

a. Immediate command and control over all CAP resources and personnel employed in accordance with this MOU shall rest with CAP at all times. Mutual consent should be the norm; nevertheless, any party to this agreement may suspend or terminate CAP missions conducted pursuant to this MOU without cause.

b. Both the South Dakota Wing and the State agree to maintain continual and effective communication and coordination to facilitate the training necessary for effective CAP participation with state emergency service personnel in disaster relief missions.

c. In recognition of the various and valuable contributions the SD Wing of Civil Air Patrol makes to state government and local communities, the state may support CAP in terms of: (a) training CAP personnel to state standards, (b) providing facilities to house its units and equipment, (c) short-term use of state facilities for training programs or actual emergency operations when not in use by the primary occupant, (d) ensuring technical compatibility between state and CAP systems where needed, (e) assisting with the maintenance or acquisition of equipment used to support state operations, (f) assisting with the acquisition of expendable supplies, (g) providing telecommunications services, (h) considering CAP needs in the disposal of surplus state property, and (i) any other means deemed appropriate by the state.

## **7. Reimbursement.** Reimbursement to South Dakota Wing for missions will be as follows:

**a. Reimbursement for Corporate Missions.** When state reimbursement is required by South Dakota Wing for missions performed under this MOU, such reimbursement shall be at the

rates established in current Civil Air Patrol Regulation, *Payment for Civil Air Patrol Support* (CAPR 173-3 or its replacement). Attachment D reflects rates current as of 1 October 2017. Aircraft and automobile fuel and oil will be reimbursed at actual cost.

**b. Restrictions on Billing.** Dual payment/compensation or double billing is prohibited and may not be requested or accepted. For example, if South Dakota Wing receives or is offered state funds for aircraft operating expenses (fuel, oil, maintenance), South Dakota Wing may not seek or accept reimbursement for the same expense from CAP National Headquarters, or from any other source (i.e. a federal agency).

## **8. Liabilities: Insurance, Workers Compensation & Related Matters.**

(a) The State of South Dakota does not have the authority to indemnify and hold harmless the South Dakota Civil Air Patrol from any and all claims, liabilities, losses, damages, charges, etc., which may arise during the course of conducting missions as contemplated by this MOU.

(b) The State of South Dakota will be responsible for errors, omissions, and negligence of its employees who participate in the performance of missions contemplated by this MOU. Employees of the State who participate in missions contemplated by this MOU are insured through the PEPL Fund.

The South Dakota Civil Air Patrol will be responsible for errors, omissions, and negligence of its volunteers who participate in the performance of missions contemplated by this MOU. Civil Air Patrol volunteers are insured by the commercial insurance as documented in National Headquarters Civil Air Patrol CAP Regulation 900-5.

(c) CAP shall maintain business aviation liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each occurrence and \$250,000.00 each passenger. Such insurance shall include coverage for owned, hired and non-owned aircraft. CAP shall ensure that coverage applies to activities performed in accordance with this agreement. The certificate of insurance must state: "employees of the State of South Dakota are included as additional insured." Insurer is aware and agrees to all activities covered under this agreement as part of this policy and passenger liability is extended to the same use of the aircraft and waiver of subrogation is included in CAP's insurance as it relates to this contract."

(d) This agreement shall be governed and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this agreement shall be venued in Circuit Court, 6<sup>th</sup> Judicial Circuit, Hughes County, South Dakota.

## **9. Air Force Provisions.**

a. This MOU is between the CAP Corporation and the State of South Dakota 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 DOD departments and agencies; (3) other Federal departments and agencies; (4) State agencies and (5) Local agencies.

c. CAP volunteers flying missions under this MOU are not eligible for FTCA or 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.

## **10. Effective Date, Term, Termination, and Approval Provisions.**

**a. Effective Date.** The terms of this MOU will become effective once signed by both parties.

**b. Term.** This MOU shall be effective through 31 December 2022.

**c. Amendment.** This MOU embodies the entire terms and understanding of the parties and no other agreements exist between the parties except for those expressly stated herein, to include attachments cited below and executed by the parties. This MOU may be amended by written notice of either party, which expressly identifies itself as a part of this agreement and is signed by an authorized representative of each of the parties. Air Force provisions in this MOU are not subject to amendment or revision by either party. (See paragraph 9 and Attachment A.)

**d. Termination.** The parties may terminate this MOU at any time upon sixty-day advance written notice of termination signed by their designated representatives. Copies of the termination notice shall be mailed to the designated representatives of each of the parties at addresses shown below. (See Attachment B and the addresses below).

National Headquarters, Civil Air Patrol  
Attention: DO (Director of Operations)  
105 South Hansell Street  
Maxwell AFB, AL 36112

Dept. of the Military  
Soldiers and Sailors Building  
425 E. Capitol  
Pierre, South Dakota 57501

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

By \_\_\_\_\_  
**John Salvador**  
Chief Operating Officer  
Civil Air Patrol

Date: \_\_\_\_\_

By \_\_\_\_\_  
**Dennis Dugaard**  
Governor, State of South Dakota

Date: \_\_\_\_\_

By \_\_\_\_\_  
**Timothy Reisch**, Major General, USA  
Dept. of the Military  
State of South Dakota

Date: \_\_\_\_\_

By \_\_\_\_\_  
**Mike Jaspers**  
Secretary, Department of Agriculture  
State of South Dakota

Date: \_\_\_\_\_

By \_\_\_\_\_  
**Trevor Jones**  
Secretary, Dept. of Public Safety  
State of South Dakota

Date: \_\_\_\_\_

**Attachments:**

- A Air Force Assigned Missions
- B Contact Information
- C Table: CAP Missions and Volunteer Limitations
- D CAP Regulation 173-3, *Payment for Civil Air Patrol Support*, Reimbursement Rates
- E SD Volunteer Work Agreement and Information Sheet

**References:**

Hotlinks to online sources for these citations can be found below:

United States Code <http://uscode.house.gov/usc.htm>

10 U.S.C. §§ 9441 - 9448, (Organization and Management of Civil Air Patrol)  
36 U.S.C. §§40301 – 40307, *Civil Air Patrol*

Code of Federal Regulations <http://www.gpoaccess.gov/cfr/index.html>

14 C.F.R. §119.1, *Applicability* [of common carrier regulations]

CAP Publications [https://www.capmembers.com/forms\\_publications\\_regulations/indexes-regulations-and-manuals-1700/](https://www.capmembers.com/forms_publications_regulations/indexes-regulations-and-manuals-1700/)

CAP Regulations - 60 series including:

CAP Regulation 60-1, *Flight Management*

CAP Regulation 60-3, *CAP Emergency Services Training and Operational Missions*

CAP Regulation 112-10, *Indemnification*

CAP Regulation 173-3, *Payment for Civil Air Patrol Support\**

CAP Regulation 900-3, *Firearms - Assistance to Law Enforcement Officials*

CAP Regulation 900-5, *Civil Air Patrol Insurance/Benefits Program*

Attachment A

**AIR FORCE ASSIGNED MISSIONS**

1. The following are potential Air Force Assigned Missions (AFAM):

**a. Air and Ground Search and Rescue (SAR) Operations.** CAP, as the Air Force Auxiliary, performs SAR missions to search for, locate, and relieve a distress situation, including overdue aircraft, emergency locator transmitters (ELTs), and persons in distress. For more information on how to request an AFAM SAR mission, contact the Air Force Rescue Coordination Center (AFRCC) at 800-851-3051.

**b. Mercy Missions.** Mercy missions refer to the transport of blood, organs, serum, and medical equipment necessary to relieve a specific time-critical, life-threatening situation where commercial transportation is unavailable. For more information on how to request a Mercy mission, contact the Air Force Rescue Coordination Center (AFRCC) at 800-851-3051.

**c. Disaster Mitigation and Relief (DR) Operations.** DR missions relate to assistance needed for major disasters or emergencies (including all natural and man-made disasters such as hurricanes, floods, tornados, major storms, earthquakes, oil spills or other environmental disasters). For more information on how to request a Disaster Mitigation and Relief mission, contact the Air Force National Security Emergency Preparedness (AFNSEP) duty officer at 800-366-0051.

**d. SAR/DR Training Missions.** SAR/DR training missions are joint training missions with CAP and the State Agency. For more information on how to request a SAR/DR training mission contact the appropriate State Director. (See attachment B – Contact Information).

**e. Homeland Security (HLS).** Department of Defense and Air Force policy on HLS missions CAP may be tasked to perform in support of civil authorities is still evolving. For more information on how to request a Homeland Security mission, contact the CAP National Operations Center (NOC) at (888) 211-1812 x300 or opscenter@capnhq.gov.

2. For information on any other above AFAM, you may also contact the NOC at (888) 211-1812 x300.

Attachment B

**CONTACT INFORMATION**

**CIVIL AIR PATROL**

Contact Information as 1 September 2017

<b>MISSION</b>	<b>CONTACT</b>	<b>PHONE &amp; E-MAIL</b>	<b>ADDRESS</b>
Planning & Miscellaneous	South Dakota Wing Commander or Designee Col David Small  Director of Operations Lt Col Craig Goodrich	W: (605) 393-4215 F:  H: (605) 787-7515 C: (605) 431-2604 E: david.small@sdcap.us  H: C: (605) 787-8231 E: craig.goodrich@sdcap.us	South Dakota Wing Civil Air Patrol 4275 Airport Rd, Suite A Rapid City, SD 57703
Homeland Security (HS) Missions (MOU Para. 5e)	CAP National Operations Center	W: (888) 211-1812 (334) 953-5823 DSN: 493-5823 F: (334) 953-4242 DSN: 493-4242 E: opscenter@capnhq.gov	CAP National Operations Center 105 S. Hansell St., Bldg 714 Maxwell AFB, AL 36112-6332
Corporate Missions (MOU Para. 5)	South Dakota Wing Commander or Designee Col David Small	W: (605) 393-4125 F:  H: (605) 787-7515 C: (605) 431-2604 E: david.small@sdcap.us	South Dakota Wing Civil Air Patrol 4275 Airport Rd, Suite A Rapid City, SD 57703

**CAP-USAF**

<b>MISSION</b>	<b>CONTACT</b>	<b>PHONE &amp; E-MAIL</b>	<b>ADDRESS</b>
Planning & Miscellaneous -- AFAM	CAP-USAF/NCLR Mr. Greg Maier	W: (701) 258-0747 E: nodaklo@midconetwork.com H: (701) 258-5457 C: (701) 220-7061	CAP-USAF/NCLR Attn: South Dakota Liaison P. O. Box 608 Bismarck, ND 58502

Attachment B (cont)

**CONTACT INFORMATION**  
**STATE OF SOUTH DAKOTA**

---

<b>AGENCY</b>	<b>CONTACT</b>	<b>PHONE &amp; E-MAIL</b>	<b>ADDRESS</b>
Dept. of the Military	Agency Head or Designee Steve Harding  Deputy Secretary	W: (605) 773-3269 F: (605) 773-5380 H: P: C: E:	Dept. of the Military Soldiers and Sailors Bldg. 425 E. Capitol Pierre, SD 57501

NOTE: The DM will act as initial contact point for matters of planning, operations and billing.

---

Department of Public Safety	Agency Head or Designee  Secretary	W: (605) 773-3178 F: (605) 773-3018 H: P: C: E:	Dept. of Public Safety Public Safety Bldg. 118 W. Capitol Pierre, SD 57501-2000  dpsinfo@state.sd.us
-----------------------------	--	--	---

---

Department of Agriculture	Agency Head or Designee  Secretary	W: (605) 773-3375 F: (605) 773-5926 H: P: C: E:	Dept. of Agriculture Foss Building 523 E. Capitol Pierre, SD 57501-3182
---------------------------	--	--	--

---

Attachment C

**TABLE: CAP MISSIONS AND PILOT LIMITATIONS**

CAP MISSIONS AND PILOT LIMITATIONS

IF THE PURPOSE OF THE FLIGHT IS	AND ON BOARD ARE	AND THE MISSION IS	AND THE AIRCRAFT IS	WHEN IT MAY BE FLOWN BY	PILOTS TO BE REIMBURSED FOR	REFERENCE
Air Force Assigned Missions (AF)	Pilot crewmembers, CAP members, Armed Services, Authorized Government Employees	A or B Reimbursed or Not Reimbursed	Corporate Owned	Private Pilot	Fuel, Oil, Supplemental Oxygen, Fluids, Lubricants, Servicing, Maintenance, Per Diem	Exemption 6771
			Member Furnished	Private Pilot	In accordance with CAPR 173-3	Exemption 6771
		C Reimbursed or Not Reimbursed	See Aerial Work Operations			
	Other Passengers	A	Any	Private Pilot	Fuel, oil, airport expenditures, or rental fees	FAR 61.113(c)
		B or C Reimbursed	Any	Commercial Pilot or ATP	Any Expenses Authorized by CAP	FAR 119.1(e)(4)
		Not Reimbursed	Any	Private Pilot	See Note 1	FAR 61.113(a); FAR 61.113(c); FAR 119.1(e)(4); FAA Interpretation 1997-23
Aerial Work Operations (Aerial inflating, radio relay)	Crewmembers (FAR 1.1)	Any	Any	Private Pilot	See Note 1	FAR 61.113(a); FAR 61.113(c); FAR 119.1(e)(4); FAA Interpretation 1997-23
	Passengers or Non-CAP Property	Reimbursed	Any	Commercial Pilot or ATP	Any Expenses Authorized by CAP	FAR 119.1(e)(4)
		Not Reimbursed	Any	Private Pilot	See Note 1	FAR 61.113(a); FAR 61.113(c); FAR 119.1(e)(4); FAA Interpretation

Attachment C (cont)

**TABLE: CAP MISSIONS AND PILOT LIMITATIONS (cont'd)**

						1997-23
IF THE PURPOSE OF THE FLIGHT IS	AND ON	AND THE MISSION IS	AND THE AIRCRAFT IS	THEN MAY HE FLOWN BY	PILOT MAY BE REIMBURSED FOR	EXEMPTION
Domestic CAP Cadet Orientation Flights IAW CAPP 52-7, AFROTC, AFJROTC Orientation Flights	Pilot, CAP Cadets, AFROTC Cadets, AFJROTC Cadets	A AF Reimbursed	Corporate Owned	Private Pilot	Fuel, Oil, Supplemental Oxygen, Fluids, Lubricants, Servicing, Maintenance, Per Diem	Exemption 6771
			Member Furnished	Private Pilot	IAWCAPR 173-3	
		B Not Reimbursed	Corporate Owned	Private Pilot	Fuel, Oil, Supplemental Oxygen, Fluids, Lubricants, Servicing, Maintenance, Per Diem	
			Member Furnished	Private Pilot	IAWCAPR 173-3	
		B Reimbursed with other than AFFunds	Any	Commercial	Any Expenses Authorized by CAP	
Overseas CAP Orientation Flights	Pilot crewmembers, CAP Cadets	Any	AF Aero Club Owned	Commercial Pilot with Instrument Rating or ATP	Any Expenses Authorized by CAP	Exemption 6771, CAPR
Transportation	Passengers or Non-CAP Property	A & B Reimbursed Or C Not Reimbursed	Any	Private Pilot	See Note 1	FAR 61.113(c), Interpretation 1997-23
				Commercial Pilot	Any Expenses Authorized by CAP	Exemption 6485
		C Reimbursed	Any	Not Authorized - Part 135	NIA	FAR 119.1

Note 1: Pilot may not receive reimbursement but pilot may log night time.  
 Note 2: Exemptions cited reflect the current extension (A, B, C, etc.).

**SOUTH DAKOTA WING CAP VOLUNTEER LIMITATIONS**

***For missions funded by state or local agencies:***

Pilots will hold a current CAP Mission Pilot rating. If hauling Non CAP crewmembers FAA and CAP regulations will be adhered to.

Aircrew will be fully qualified (or in trainee status and directly supervised by a fully trained crewmember), and current under CAP standards.

Incident Staff will be fully qualified (or in trainee status and directly supervised by a fully qualified Staff member) in accordance with the National Incident Management System (NIMS), and current under CAP standards.

Field Team Members and Leaders will be fully qualified (or in trainee status directly supervised by a qualified field team member) and current under CAP standards.

**Note:** All participants in state or local missions must be at least 18 years of age or under the direct supervision of a qualified adult member.



OFFICE OF THE NATIONAL COMMANDER  
 CIVIL AIR PATROL  
 UNITED STATES AIR FORCE AUXILIARY MAXWELL  
 AIR FORCE BASE, ALABAMA 361 12-5937

ICL 17-07  
 1 October 2017

MEMORANDUM FOR ALL CAP UNIT COMMANDERS

FROM: CAP/CC

SUBJECT: Interim Change Letter-CAPR 173-3, Payment for Mission Support

1. CAPR 173-3 is currently being revised as a part of the publications reengineering project, but is not complete yet. It is critical though that rate changes happen with the fiscal year change. This interim change letter replaces ICL 17-01 and will remain in effect until the new regulation is complete and published in FY 18; there is no expiration date on this change letter.
2. Each year the staff reviews the reimbursement rates in CAPR 173-3. The following changes are effective on the 1st of October 2017:

Attachment 1, Table 1 is changed to:

Manufacturer	Cessna	Cessna	Cessna	Cessna	Cessna	Gippsland	Maule
Model	172	182	SP 182Q	A185F	206	GA-8	MT-7-235
Cost/hour	\$53	\$62	\$96	\$110	\$80	\$66	\$70

Attachment 1, Table 2 is changed to:

Manufacturer	Cessna	Cessna	Cessna	Cessna	Cessna	Gippsland	Maule
Model	172	182	SP 182Q	A185F	206	GA-8	MT-7-235
Cost/hour	\$71	\$92	\$142	\$153	\$136	\$175	\$100

Attachment 1, Note 1 is changed to:

1. "Basic Hourly Rate" for single-engine member-owned/furnished aircraft not listed above: \$53.
3. Any questions can be directed to my Director of Operations, John Desmarais, at <mailto:jdesmarais@capnhg.gov> or 1-888-211-1812 extension 301.

£\_  
 MARKE E. SMITH  
 Major General, CAP  
 Commander

cc:  
 CAP/CV/COO/COA/DA/DO/FM/GC/IT/NOC  
 All CAP Region and Wing CV/CS/DC/DO/DOC/DOH/DOS/DOV  
 CAP-USAF/CC/CV/DO/FM/JA/LRs

Attachment D

**CAPR 173-3, ATTACHMENT 1, REIMBURSEMENT RATES**

**Table 2. “Dry” Hourly Reimbursement Rates for all sorties flown on or after 1 October 2017 on non-USAF federal, state or local missions funded by external agencies**

<b>Manuf.</b>	Cessna	Cessna	Cessna	Cessna	Cessna	Gippsland
<b>Model</b>	172	182	SP 182Q	A185F*	206	GA-8
<b>Cost/hr</b>	\$71.00	\$92.00	\$142.00	\$153.00	\$136.00	\$175.00

The above rates include both minor and major maintenance expenses like engine replacement expenses that are amortized over the life of the engine.

\* Comprehensive rates for these aircraft types are still under review; though these rates have been adjusted, they do not currently include all maintenance costs.

Attachment D (cont)  
**CAPR 173-3, ATTACHMENT 1, REIMBURSEMENT RATES (cont'd.)**

**Notes**

- 1.** Use of single-engine member-owned or member-furnished aircraft must be approved in advance for all missions at current CAP regulated rate.
  - 1.1. Use in Air Force assigned missions requires approval by the appropriate Air Force approval authority. It also requires the member to complete an Air Force hold harmless agreement.
  - 1.2. Use in corporate missions requires approval by the wing/region commander or director of operations/director of emergency services.
  - 2.3. Single-engine member-owned or member-furnished aircraft models that have been approved in accordance with this note but are not listed in the table above will be reimbursed at the "Basic Hourly Rate."
- 2.** The use of all twin-engine aircraft for any mission requires prior approval through the wing/region and the NOC; the NOC will coordinate with the appropriate Air Force approval authority when required for Air Force Assigned Missions (AFAM) and coordinate establishing a reimbursement rate for the aircraft. Wings/regions should send requests well in advance to the NOC at [opscenter@capnhq.gov](mailto:opscenter@capnhq.gov). Once approval has been obtained, the NHQ staff will determine the reimbursement rate and notify the wing/region in writing. Additional requirements for the use of member-owned/furnished aircraft on AFAMs can be found in CAPR 60-1.
- 3.** Aircraft fuel, lubricants, de-icing services and other mission essential supplies are authorized for participation in Air Force-assigned reimbursable missions and are in addition to the above rates (receipts required).
- 4.** Corporate glider tow aircraft are reimbursed at the appropriate rate for their model classification. Reimbursement for non-corporate glider tows participating in the Cadet Glider Flight Orientation Program will be based on the actual cost of the tow (receipts required).
- 5.** Glider maintenance reimbursement will be on an actual cost basis. All maintenance of gliders requires a control number from NHQ CAP/LG prior to repairs being accomplished. Submit receipts for all expenses incurred to NHQ CAP/LG for payment or reimbursement. Electronic copies of original receipts are acceptable. Tail number accounting principles must be followed for gliders.
- 6.** Fuel and lubricants to operate glider winches are reimbursable to the Wing. Supporting receipts must be attached to the WMIRS e108.
- 7.** Aerial Digital Imaging System (ADIS), Advanced Digital Reconnaissance System (ADRS), Satellite Digital Imaging System (SDIS) and Geospatial Information Interoperability Exploitation Portable (GIIEP) Rates. CAP will charge an additional \$65 an hour to operate and maintain ADIS, ADRS, SDIS or GIIEP, but only when supporting missions that are not funded with CAP's annual Congressional appropriation, when members are funding training personally, or when using customer provided (including AFNORTH provided) ADIS, ADRS, SDIS or GIIEP systems that CAP does not support with operations and maintenance funding. The money collected for ADIS, ADRS, SDIS and GIIEP operations from these missions must be forwarded to NHQ for the systems that NHQ provides to the wings. Wings that have purchased their own systems may keep the money, but must comply with specific program income restrictions. This information can be obtained from NHQ/FM. The hourly charge to operate these systems will begin when the aircraft departs to execute the sortie and ends when the aircraft returns. The rate will not be charged on flights to/from the home base and the mission base unless ADIS, ADRS, SDIS or GIIEP operations are conducted en route.
- 8.** Airborne Real-time Cueing Hyperspectral Enhanced Reconnaissance (ARCHER) Rates. CAP will charge an additional \$235 an hour to operate ARCHER, but only when supporting missions that are not funded with CAP's annual Congressional appropriation, or when members are funding training personally. The money collected for ARCHER operation from these missions must be forwarded to NHQ. The hourly charge to operate the ARCHER system will begin when the aircraft departs to execute the ARCHER sortie and ends when the aircraft returns. The ARCHER rate will not be charged on flights to/from the home base unless ARCHER operation is conducted en route.
- 9.** Flying hour maintenance will not be charged for sorties flown on approved National Flight Academy and National Glider Academy missions.

The following reimbursement rates will apply when CAP resources are used to fulfill State or local Requests for Assistance:

(rates effective 1 January 2017)

Aircraft Maintenance:	See Attachment D, first section
Aircraft Fuel and oil:	Actual costs
Aircraft Misc Expense:	\$6.00 per hour flown
Aircrew Per Diem:	State rates (only when overnight stay is required)
Aircrew Time:	No cost
Satellite Related:	Spidertracks aircraft tracking system will be billed at the actual cost. Phone calls from the aircraft satellite phone will be billed at \$ 1.25 per minute of connect time as a stipulated estimate of actual cost.
Incident Staff Per Diem:	State rates (only when overnight stay is required)
Administrative expenses:	Actual costs
Incident Staff Time:	No cost
Field Team Per Diem:	State rates (only when overnight stay is required)
Field Team Time:	No cost
Vehicle Maintenance:	State rates per mile driven (APPLIES TO PRIVATELY OWNED VEHICLES ONLY.)
Vehicle Fuel and oil:	Actual costs

ATTACHMENT E

**SOUTH DAKOTA VOLUNTEER  
WORK AGREEMENT**

I, \_\_\_\_\_ agree to perform the duties and responsibilities of the volunteer position mutually agreed to by myself and the South Dakota Department of \_\_\_\_\_. In this position, I am working for the Department through the auspices of Civil Air Patrol, under the Department of Military Affairs. (SDCL 50-3-3.)

I understand that my services are voluntary, that I will not be compensated and that volunteer workers are provided worker's compensation coverage. I also understand that I will be covered by the same terms and conditions applicable to state employees according to the liability coverage program for public entities while performing volunteer activities. (Note: This does not apply to members under the age of 18 years. Those under 18 years old will fall under CAP's regulations).

This agreement may be canceled at any time by notification to either party. I have read the above agreement, understand it and agree to serve as a volunteer \_\_\_\_\_ (position) at \_\_\_\_\_ (location) from \_\_\_\_\_ through \_\_\_\_\_.  
(Date) (Date)

\_\_\_\_\_  
Volunteer signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor signature or Parent/Guardian's if under 18 years old.

\_\_\_\_\_  
Date

**VOLUNTEER INFORMATION SHEET**

(Complete a Separate Sheet for Each Volunteer)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Social Sec. No.: \_\_\_\_\_

\*\*\*\*\*

Department: \_\_\_\_\_ Div. /Off.: \_\_\_\_\_

Work Site/Location: \_\_\_\_\_

Position: \_\_\_\_\_

Dates of Service: Start \_\_\_\_\_ End \_\_\_\_\_

Approximate hours per week: \_\_\_\_\_

Supervisor's Name and Title: \_\_\_\_\_

Supervisor's Telephone #: \_\_\_\_\_

\*\*\*\*\*

**AUTHORIZATION:**

\_\_\_\_\_  
Supervisor signature Date

\_\_\_\_\_  
Supervisor signature Date

\_\_\_\_\_  
Department Secretary Date

COMPLETE THIS DOCUMENT AND FORWARD APPROVED COPY TO YOUR AGENCY

HUMAN RESOURCES MANAGER, 500 EAST CAPITOL, PIERRE, SD 57501-5070.

Attachment 2

*Email from CAPNHQ General Council Authorizing Continued Waiver for  
Form 9 for sorties flown under the SD MOU.*

From: **Lee, Becky** <[BLEE@capnhq.gov](mailto:BLEE@capnhq.gov)>

Date: Mon, Mar 13, 2017 at 5:43 PM

Subject: Re: South Dakota MOU

To: David Small <[david.small@sdcap.us](mailto:david.small@sdcap.us)>

Cc: "Desmarais, John W." <[JDESMARAIS@capnhq.gov](mailto:JDESMARAIS@capnhq.gov)>

Sent on behalf of Rafael Robles

Sir,

Upon review you may continue granting form 9 waivers. The MOU has controlling language by virtue of which the State will respond for its employees' errors, omissions and negligence and cover them for tort liability under the Public Entity Pool for Liability (PEPL) fund. According to local statutes the state employees are further covered for workers comp. injuries while on the job. On the other hand, CAP agreed to respond for errors, omissions and negligence of its volunteers. Also, CAP agreed to provide aviation liability insurance coverage (state is an additional insured).

Regards

Rafy

Becky Lee

Office of the General Counsel

CIVIL AIR PATROL