

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
CIVIL AIR PATROL BY THE OREGON WING
AND
OREGON DEPARTMENT OF AVIATION
FOR
OPERATIONS PLAN AND AGREEMENT FOR AERIAL RECONNAISSANCE**

This Memorandum of Agreement (MOA) is between Civil Air Patrol by and through its Oregon Wing, hereafter referred to as "ORWG" and between the State of Oregon, acting by and through its Department of Aviation, hereinafter referred to as "DOA," both herein referred to individually or collectively as "Party or "Parties."

Parties. This MOA is between CAP, through its ORWG, and DOA.

a. Civil Air Patrol. CAP is a federally chartered charitable non-profit corporation. (36 U.S.C. §§40301-40307) Missions flown under this MOA are "corporate missions." Although CAP is not a government agency or military service, it acts as a volunteer civilian auxiliary of the United States Air Force (USAF) when the services of CAP are used by any department or agency in any branch of the Federal Government. Only the USAF can assign "Air Force Assigned Missions" (AFAMs). See Attachment AF 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) Oregon Wing, CAP. ORWG is an administrative subdivision of CAP and not a separate legal entity from CAP. CAP is generally organized along geographic lines and ORWG's jurisdiction is defined by the boundaries of the state. Missions under this MOA will be performed by ORWG. Contact information is included as Attachment A. (The parties may update Attachment A unilaterally by e-mail or other writing.)

(2) CAP Members. CAP members are volunteers in public service. Members pay an annual membership fee to join and participate in CAP. "Members," as volunteers, are not "employees." Although CAP may have employees in the state, their duties as employees are administrative in nature and do not include participating in CAP missions. ORWG may use CAP members of units from outside of ORWG or Oregon to perform missions under this MOA. All CAP members shall be deemed members of ORWG while performing missions under this MOA and entitled to benefits of such membership that arise under this MOA.

(3) CAP-USAF. The United States and Civil Air Patrol - United States Air Force (CAP-USAF) are not a party to this agreement. (See Attachment AF)

Purpose and Objectives.

1. This MOA establishes the mission procedures and coordination responsibilities for aerial reconnaissance, survey as well as other missions flown by the ORWG for DOA. The DOA or his/her designee will request these missions by contacting the ORWG Director of Operations. *NOTE: No Counterdrug (CD) missions are authorized by this MOA.*
2. The CAP aircraft and aircrews are suited to perform these missions. The CAP crews are trained in appropriate procedures that match the skills needed for these missions. These aircraft are also equipped with Global Positioning Satellite (GPS) receivers to capture and document specific geographic coordinates as needed.
3. ORWG is committed to serving the people of Oregon with emergency services with volunteer air crews; ground support personnel; and aircraft, equipment, ~~and private citizens.~~
4. For emergency missions in which (a) life or property is in imminent peril and (b) local resources are inadequate, please see Attachment AF for criteria and procedures for requesting an AFAM.

CAP Mission Capabilities & Limitations.

1. Capabilities.

- a. **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.
- b. **Operations.** ORWG assistance to DOA may include, and is not limited to: aerial missions such as reconnaissance to search for victims, damage assessments, or environmental surveys utilizing visual, photographic, digital, and video techniques; airborne communications support; and airlift (subject to regulatory restrictions discussed in paragraphs below). Other support may include: manual labor (e.g. filling sandbags for flood control); radio communications; and ground teams (typically used in search and rescue (SAR) missions). Ground teams are prohibited from participating in CD or other law enforcement missions.

2. Limitations.

- a. **Priority of Missions.** DOA understands and acknowledges that the USAF may withdraw CAP from missions in progress under this MOA 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 which may affect availability of support to state and local authorities. Priority for utilizing CAP resources is as follows: first, USAF, then other United States Department of Defense (DoD) departments and

agencies, other Federal departments and agencies, state agencies, and finally, local agencies.

- b. **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 MOA is intended to conflict with applicable laws, regulations, or directives governing CAP missions/activities, including but not limited to those discussed below.
3. **Federal Aviation Regulations.** Civil Air Patrol pilots, most 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 MOA. (See Attachment B)
 4. **Assistance to Law Enforcement.** CAP regulations limit assistance to law enforcement agencies to "passive assistance."
 - a. 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.
 - b. 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.

(CAPR 900-3 paragraph 3a. [In part])

5. **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. (See References below)
6. **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.
7. **Emergencies.** For emergency missions in which (a) life or property is in imminent peril and (b) local resources are inadequate, please see Attachment AF for criteria and procedures for requesting an AFAM.
8. **Requesting Missions - In General.** Any and all mission requests may be submitted to the NOC at 888.211.1812 or opscenter@capnhq.gov. Reimbursement will be made in

accordance with this paragraph and paragraph 10. Corporate missions may include, but are not limited to:

- a. **Air and Ground Search and Rescue (SAR) Operations.** See Attachment AF 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. 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). See Attachment AF 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 AF 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 AF 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 for DOA.** This may include visual or photographic reconnaissance of wildlife, land, forests, roadways and waterways, etc. (Note: In the event of an "environmental disaster," DOA may be able to request an AFAM in accordance with Attachment AF.) Participation of DOA personnel in these aerial reconnaissance missions is discussed in paragraph 8g below.
- g. **DOA Crewmembers.** DOA may request CAP aircraft and aircrew as an aerial platform from which DOA officials may perform "aerial work," as "crew members." "Aerial work" includes missions such as aerial reconnaissance of ground conditions (discussed in paragraph 8f above) or operation of an airborne repeater. DOA officials may be authorized to fly aboard CAP aircraft in accordance with CAPR 60-1, *CAP Flight Management*. DOA officials performing aerial work or duty in the aircraft during flight are crewmembers and not "passengers."
- h. **Air Transportation of Cargo and Passengers.** Air transport of cargo and/or passengers on corporate missions shall be in accordance with subparagraphs (a) and (b) 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 ORWG but such missions may be limited due to availability of funding.)

- a. **Human Organs, Tissues, and Medical Supplies.** CAP may perform missions to transport organs, tissues, medical supplies at request of DOA for humanitarian reasons without accepting reimbursement or payment of any kind from outside sources.
- b. **DOA Officials/Other Non-CAP Passengers.** CAP may transport DOA officials and other non-CAP passengers approved in accordance with CAPR 60-1.

9. **Command, Control, Coordination and Cooperation:**

- a. Immediate command and control over all CAP resources and personnel employed in accordance with this MOA shall rest with CAP at all times. Mutual consent should be the norm; nevertheless, any Party to this MOA may suspend or terminate CAP missions conducted pursuant to this MOA without cause.
- b. Both ORWG and DOA agree to maintain continual and effective communication and coordination to facilitate the training necessary for effective CAP participation with DOA personnel in disaster relief missions.

10. **Reimbursement.** Reimbursement to ORWG for missions will be as follows:

- a. **Reimbursement for Corporate Missions.** When DOA reimbursement is required by ORWG for missions performed under this MOA, such reimbursement shall be limited to the rates established in the current Civil Air Patrol Regulation 173-3, *Payment for Civil Air Patrol Support*, Attachment 1 (a copy of which is provided as Attachment C). The parties agree that Attachment C, as revised from time to time by Civil Air Patrol and approved by CAP-USAF, will be the basis for determining reimbursement. Additionally, aircraft and automobile fuel and oil will be reimbursed at actual cost.
- b. **Restrictions on Invoicing.** Dual payment/compensation or double invoicing is prohibited and may not be requested or accepted. For example, if ORWG receives or is offered state funds for aircraft operating expenses (fuel, oil, maintenance), ORWG may not seek or accept reimbursement for the same expense from CAP National Headquarters, or from any other source (i.e. another federal agency).

11. **Liabilities: Insurance, Workers Compensation & Related Matters.**

- a. **State Protections.** DOA shall be responsible to the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act (ORS 30.260) only for the acts, omissions, or negligence of its own officers, employees, or agents. See Attachment E.

- b. **CAP Protections.** In addition to protections afforded in subsection a above (if any), CAP and its members are protected by liability insurance policies as well as member benefits described in CAP Regulations 900-5, *Civil Air Patrol Insurance/Benefits Program*, and 112-10, *Indemnification*.
- c. **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. § 9442(b) (2); 28 U.S.C. §§ 2671 *et. seq.*) and Federal Employees Compensation Act (FECA) (5 U.S.C. § 8141) do not apply.
- d. Neither Party nor any attorney engaged by either Party shall defend any claim in the name of the other Party or any agency/department/division of such other Party, nor purport to act as legal representative of the other Party or any of its agencies/departments/divisions. Unless otherwise agreed, each Party is responsible for its own defense and settlement of any claim, suit, loss, or proceeding of any nature whatsoever arising out of this MOA.

12. **Air Force Provisions.**

- a. This MOA is between CAP Corporation and DOA 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 MOA are not eligible for FTCA or FECA benefits.
- d. No Air Force Assigned Missions (AFAMs) will be assigned pursuant to this MOA.
- e. Missions flown and funded under this MOA are not eligible for payment or reimbursement from the federal government.

13. **Effective Date, Term, Termination, and Approval Provisions.**

- a. **Effective Date.** The terms of this MOA will become effective as of July 1, 2013 through December 31, 2015. The ORWG will provide support and other aerial missions during this period.
- b. **Term.** This Agreement may be extended by a fully executed Amendment to this MOA, signed by both Parties. However, this MOA can only be extended in intervals of 3 years or less.
- c. **Amendment.** This MOA 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 MOA may be amended by written notice of either Party, which expressly identifies itself as a part of this MOA and is signed by an authorized representative of each of the Parties. Air Force provisions in this MOA are not subject to amendment or revision by either Party. (See paragraph 12 and Attachment AF)

- d. **Termination.** The Parties may terminate this MOA at any time upon sixty-day (60) 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 A and the addresses below).

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

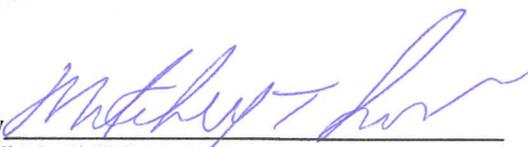
State of Oregon
Department of Aviation
3040 25th Street, SE
Salem, OR 97302-1125

THE PARTIES, by execution of this MOA, hereby acknowledge that their signing representatives have read this MOA, understand it, and agree to be bound by its terms and conditions.

National Headquarters, Civil Air Patrol

State of Oregon, by and through its
Department of Aviation

by 
Don R Rowland
Chief Operating Officer

by 
Mitchell T Swecker
Director

Dated: 10 March 2014

Dated: 3/26/2014

AIR FORCE ASSIGNED MISSIONS

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

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 CAP National Operations Center (NOC) at 888-211-1812 or opscenter@capnhq.gov.

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 or opscenter@capnhq.gov.

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

Attachment A
CONTACT INFORMATION

CIVIL AIR PATROL			
Contact Information as of 17 September 2013			
MISSION	CONTACT	PHONE & E-MAIL*	ADDRESS
Planning & Miscellaneous		W: F: H: P: C: E:	
Planning & Miscellaneous- AFAM		W: F: H: P: C: E:	
Search and Rescue (MOA paragraph 5a)		W: DSN: F: DSN: E:	
Mercy Missions (MOA Paragraph 5b)		W: DSN: F: DSN: E:	
Disaster Mitigation & Relief (DR) (MOA Paragraph 5c)		W: DSN F: DSN P: E:	
SAR/DR Training (MOA Paragraph 5d)		W: F: H: P: C: E:	
Homeland Security (HLS) (MOA Paragraph 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	
Corporate Missions (MOA Paragraph 6.)		W: F: H: P: C: E:	

Attachment A, Continued
CONTACT INFORMATION

STATE AGENCY			
Contact Information as of 17 September 2013			
MISSION	CONTACT	PHONE & E-MAIL*	ADDRESS
Planning & Miscellaneous	Heather Peck	W: 503-378-3168 F: 503 – 373-1688 H: P: C 503-881-6966: E:heather.peck@aviation.state.or.us	
Invoicing	Kristin Forest	W:503-378-2522 F:503-373-1688 H: P: C: E: Kristin.forest@aviation.state.or.us	
Operations	Matt Maass	W: 503-378-2523 F: 503-373-1688 H: P: C:503-599-9070 E:matthew.d.maass@aviation.state.or.us	

Attachment B

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	THEN MAY BE FLOWN BY	PILOT MAY BE REIMBURSED FOR	REFERENCE
Air Force Assigned Missions (AFAMS)	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(e)
		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 imaging, 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 B

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

						1997-23
IF THE PURPOSE OF THE FLIGHT IS	AND ON BOARD ARE	AND THE MISSION IS	AND THE AIRCRAFT IS	THEN MAY BE FLOWN BY	PILOT MAY BE REIMBURSED FOR	REFERENCE
Domestic CAP Cadet Orientation Flights IAW CAPP 52-7, AFROIC, 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	IAW CAPR 173-3	
		B Not Reimbursed	Corporate Owned	Private Pilot	Fuel, Oil, Supplemental Oxygen, Fluids, Lubricants, Servicing, Maintenance, Per Diem	
			Member Furnished	Private Pilot	IAW CAPR 173-3	
		B Reimbursed with other than AF Funds	Any	Commercial	Any Expenses Authorized by CAP	
		Overseas CAP Orientation Flights	Pilot crewmembers, CAP Cadets	Any	AF Aero Club Owned	
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	N/A	FAR 119.1

Note 1: Pilot may not receive reimbursement, but pilot may log flight time.

Note 2: Exemptions cited reflect the current extension (A, B, C, etc.).

Attachment C
CAPR 173-3, ATTACHMENT 1, REIMBURSEMENT RATES

CAPR 173-3 ATTACHMENT 1 1 JULY 2013

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Attachment 1 – Aircraft Flying Hour Maintenance Payment Rates

The rates in these tables are calculated from actual reported maintenance expenses for CAP aircraft. Many factors, such as aircraft age, Airworthiness Directives, design and model, affect CAP expenditures for maintenance. CAP has elected to establish overall fleet rates for only the models of aircraft in the CAP corporate fleet.

Wings participating in the national consolidated maintenance program will not have maintenance funds paid to the wing. In addition, the Category “B” and “C” maintenance mission funds collected by those wings must be forwarded to NHQ so the funds can be used to maintain the wing’s aircraft.

Effective 1 July 2013

Table 1. “Dry” Hourly Reimbursement Rates for all sorties flown on or after 1 July 2013 on USAF requested CAP or member-funded missions

Manuf.	Cessna	Cessna	Cessna	Cessna	Cessna	Cessna	Gippsland	de Havilland	Maule
Model	172	182	182RG	SP 182Q	A185F*	206	GA-8	DHC-2*	MT-7-235
Cost/hr	\$38.00	\$45.00	\$100.00	\$79.00	\$94.00	\$62.00	\$48.00	\$144.00	\$64.00

The above rates include only minor maintenance and are not generally related to engine horsepower because engine expenses are managed under CAP’s major maintenance program.

Table 2. “Dry” Hourly Reimbursement Rates for all sorties flown on or after 1 July 2013 on non-USAF federal, state or local missions funded by external agencies

Manuf.	Cessna	Cessna	Cessna	Cessna	Cessna	Cessna	Gippsland	de Havilland	Maule
Model	172	182	182RG	SP 182Q	A185F*	206	GA-8	DHC-2*	MT-7-235
Cost/hr	\$59.00	\$61.00	\$131.00	\$79.00	\$125.00	\$92.00	\$64.00	\$144.00	\$86.00

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.

Notes:

1. “Basic Hourly Rate” for single-engine corporate or member-owned/furnished aircraft not listed above: \$38.00.
2. Use of single-engine member-owned or member-furnished aircraft must be approved in advance for all missions.
 - a. 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.
 - b. Use in corporate missions requires approval by the wing/region commander or director of operations/director of emergency services.
 - c. 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.”

Attachment C

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

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CAPR 173-3 ATTACHMENT 1 (CONT'D) 1 JULY 2013

3. 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. 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.

4. 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).

5. 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).

6. 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.

7. Fuel and lubricants to operate glider winches are reimbursable to the Wing. Supporting receipts must be attached to the WMIRS e108.

8. 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 the mission base to execute the sortie and ends when the aircraft returns to the mission base. 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.

9. 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 the mission base to execute the ARCHER sortie and ends when the aircraft returns to the mission base. The ARCHER rate will not be charged on flights to/from the home base and the mission base unless ARCHER operation is conducted en route to the mission base.

10. Existing modifications to the Cooperative Agreement (CA) for which funding was based on present day reimbursement rates are grandfathered through the end of their respective periods of performance. Modifications to the CA made after 30 June 2013 will reflect the new rates.

ATTACHMENT E

ORS 30.260

§ 30.260

Definitions for ORS 30.260

As used in ORS 30.260 (Definitions for ORS 30.260 to 30.300) to 30.300 (ORS 30.260 to 30.300 exclusive), unless the context requires otherwise:

- (1) Department means the Oregon Department of Administrative Services.
- (2) Director means the Director of the Oregon Department of Administrative Services.
- (3) Governing body means the group or officer in which the controlling authority of any public body is vested.
- (4) Public body means:
 - (a) A public body as defined in ORS 174.109 (Public body defined);
 - (b) Any nonprofit corporation that is organized and existing under ORS chapter 65 and that has only political subdivisions or municipal, quasi-municipal or public corporations in this state as members;
 - (c) A private child-caring agency, as defined in ORS 418.205 (Definitions for ORS 418.205 to 418.310 and 418.992 to 418.998), that meets the criteria specified in ORS 278.322 (Child care facility liability insurance coverage) (1)(a) and that receives more than 50 percent of its funding from the state for the purpose of providing residential treatment to children who have been placed in the care and custody of the state or that provides residential treatment to children more than half of whom have been placed in the care and custody of the state; or
 - (d) A private, nonprofit organization that provides public transportation services if more than 50 percent of the organizations funding for the purpose of providing public transportation services is received from governmental bodies.
- (5) State means:
 - (a) State government as defined in ORS 174.111 (State government defined);
 - (b) The State Accident Insurance Fund Corporation; and
 - (c) The Oregon Utility Notification Center.
- (6) Local public body means any public body other than the state.
- (7) Nuclear incident has the meaning given that term in 42 U.S.C. 2014(q).
- (8) Tort means the breach of a legal duty that is imposed by law, other than a duty arising from contract or quasi-contract, the breach of which results in injury to a specific person or persons for which the law provides a civil right of action for damages or for a protective remedy. [1967 c.627 §1; 1975 c.609 §11; 1977 c.823 §1; 1981 c.109 §1; 1987 c.915 §9; subsections (7) and (8) enacted as 1987 c.705 §6; 1989 c.905 §1; 1989 c.1004 §2; 1993 c.500 §3; 1997 c.215 §4; 2005 c.684 §1; 2005 c.798 §2; 2009 c.67 §9]

ATTACHMENT E (cont'd)

OREGON CONSTITUTION
ARTICLE XI SECTION 7

Section 7. Credit of State Not to Be Loaned; Limitation Upon Power of Contracting Debts. The Legislative Assembly shall not lend the credit of the state nor in any manner create any debt or liabilities which shall singly or in the aggregate with previous debts or liabilities exceed the sum of fifty thousand dollars, except in case of war or to repel invasion or suppress insurrection or to build and maintain permanent roads; and the Legislative Assembly shall not lend the credit of the state nor in any manner create any debts or liabilities to build and maintain permanent roads which shall singly or in the aggregate with previous debts or liabilities incurred for that purpose exceed one percent of the true cash value of all the property of the state taxed on an ad valorem basis; and every contract of indebtedness entered into or assumed by or on behalf of the state in violation of the provisions of this section shall be void and of no effect. This section does not apply to any agreement entered into pursuant to law by the state or any agency thereof for the lease of real property to the state or agency for any period not exceeding 20 years and for a public purpose. [Constitution of 1859; Amendment proposed by initiative petition filed July 2, 1912, and adopted by the people Nov. 5, 1912; Amendment proposed by H.J.R. 11, 1920 (s.s.), and adopted by the people May 21, 1920; Amendment proposed by S.J.R. 4, 1961, and adopted by the people Nov. 6, 1962; Amendment proposed by S.J.R. 19, 1963, and adopted by the people Nov. 3, 1964]

Note: The headline to section 7 was a part of the measure submitted to the people by H.J.R. 11, 1920 (s.s.).

