

Agreement

*Between
The American National
Red Cross and
the Civil Air Patrol*



**American
Red Cross**



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This Agreement is effective as of the seventh day of May, 1997, by and between The American Red Cross (ARC), a charitable and nonprofit corporation chartered by Congress, having its principal office at National Headquarters, 17th and D Streets, N.W., Washington, DC 20006, including all chartered units (ARC Units), and the Civil Air Patrol (CAP), a nonprofit, volunteer civilian corporation chartered by Congress and established by public law (Section 201-208, Title 36 United States Code, PL 79476) as the official auxiliary of the United States Air Force. CAP maintains its principal office at National Headquarters 105 South Hansell Street, Maxwell AFB, AL 36112-6332.

WHEREAS, ARC is a humanitarian organization, led by volunteers, that provides relief to victims of disasters and helps people prevent, prepare for, and respond to emergencies. It does this through services that are consistent with its Congressional Charter and the Fundamental Principles of the International Red Cross Movement.

WHEREAS, CAP is a nonprofit, volunteer civilian corporation chartered to encourage and aid American citizens in the contribution of their effort and services and resources in the development of aviation and in the maintenance of aerospace supremacy; encourage and develop, by example, the voluntary contribution of private citizens to the public welfare; provide aviation education and training, especially to its senior and cadet members; encourage and foster civil aviation in local communities; provide an organization of private citizens with adequate facilities to assist in meeting local and national emergencies.

WHEREAS, both parties have previously entered into Statements of Understanding to define and establish procedures and practices for cooperation and collaboration between ARC and CAP in disaster and emergency situations, other than those resulting from imminent or actual enemy action.

WHEREAS, both parties desire to redefine this relationship in order to continue to provide assistance and service to victims of disaster, as well as other services for which cooperation may be mutually beneficial.

WHEREAS, this Agreement supersedes all other Statements of Understanding, or other such documents and becomes the sole Agreement between the parties;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

I. SERVICES CAP CAN PROVIDE TO THE ARC

Within personnel and fiscal limits, CAP may provide the following services to the ARC upon request:

- A. Air and ground visual and/or photographic survey to provide ARC National Headquarters Disaster Services designated personnel with a realistic "damage assessment" of a disaster area.
- B. Air and ground transportation of key ARC National Headquarters Disaster Services designated personnel, relief supplies, and other equipment during actual disaster operations or training exercises.
- C. Communications support in the form of both equipment and personnel to provide emergency communications in support of ARC relief operations using CAP dedicated frequencies. Additionally, CAP may identify and provide personnel to train on and operate ARC furnished communications equipment.
- D. Shelter manpower to work as volunteers in ARC shelters under the direct supervision and control of ARC, after receiving appropriate training as ARC volunteers. CAP cadet and senior members may be utilized, if qualified and after receiving appropriate ARC training, in ARC first aid stations, mass care (shelter and feeding), and logistics operations.

E. Air and ground transportation of blood, blood products and tissue essential for medical emergencies. Transportation of blood, blood products and tissue does not need to be associated with ARC disaster relief effort.

II. OBTAINING CAP MISSION SUPPORT

A. Request for assistance under imminently serious conditions

To obtain CAP support under imminently serious conditions (mission is essential to save lives, relieve human suffering or mitigate great property damage), ARC should direct their request to the Air Force National Security Emergency Preparedness Office (AFNSEP) at the numbers listed in the CAP key personnel directory and be prepared to provide the following information:

- (1) The caller's name, organization, job title and telephone number
- (2) The nature and location of the disaster or blood transfer request
- (3) The specific type of CAP assistance requested
- (4) The date and time CAP assistance is required

Since Air Force missions are performed on a cost reimbursable basis, the AFNSEP duty officer will ask the individual requesting CAP SUPPORT if they are willing to commit ARC funds if required. If AFNSEP approves the request they will issue a mission number to the CAP wing providing the support. If AFNSEP is not able to approve the request, ARC should contact CAP National Headquarters following the procedures outlined in paragraph II. C. Only ARC Disaster Services, NHQ, can activate this section for ARC disaster related flights.

B. Request for assistance under a Presidential declaration

For Presidential declared disasters, requests for CAP assistance should go to the FEMA Regional Office responsible for coordinating the disaster relief efforts. The FEMA Regional Office will pass the validated request on to AFNSEP. AFNSEP will validate the mission for the Air Force and in accordance with established procedures, will obtain a CAP source for the mission. If a source is identified,

AFNSEP will issue a mission number to the CAP wing providing the support. Should AFNSEP not be able to issue a mission number to the CAP wing, ARC should contact CAP National Headquarters following the procedures outlined in paragraph II. C.

C. Directly tasking CAP

In those situations that are not covered in paragraph II.A. or II.B. above, ARC may request CAP support by directly contacting CAP National Headquarters. In these cases HQ CAP-USAF may issue a mission number to the CAP wing providing support. Missions issued by HQ CAP-USAF may not be reimbursed by the Air Force and therefore would be subject to the provisions of paragraph III. B. *Expenses Reimbursable* to CAP. CAP will provide ARC with an updated list of key contacts for mission execution.

III. FUNDING AND LIABILITY

A. Overview

The Air Force may reimburse CAP and its members for certain expenses under 10 U.S.C. 9441 for performing Air Force assigned missions under this Agreement. If, however, the Air Force does not provide reimbursement, the ARC will reimburse CAP and its members according to the provisions of paragraph III. B., *Expenses Reimbursable to CAP* set out below. CAP will furnish and maintain a current schedule of approved Air Force reimbursements to a designated ARC National Headquarters office.

This Agreement has been reviewed and approved by the Air Force Commander of CAP-USAF. Under the Air Force CAP Memorandum of Understanding, such approval confers Air Force assigned mission status on all CAP activities performed under this ARC Agreement. Air Force assigned mission status provides Federal Tort Claims Act (FTCA) coverage for all CAP members and Federal Employees Compensation Act (FECA) coverage for CAP senior members and cadets ages 18 and older.

CAP activities that are not specified in this Agreement must be approved by CAP National Headquarters, in conjunction with HQ CAP-USAF. It is expressly agreed that ARC will provide all necessary liability insurance for its own employees and

volunteers under its supervision, and control on any activity described in this Agreement. ARC will provide workers' compensation coverage as statutorily required for its employees in any activity called for under this agreement in which CAP is involved.

B. Expenses Reimbursable to CAP

- (1) **Flight Operations.** Whenever CAP conducts flight operations for ARC under this Agreement that are not reimbursed by the Air Force, the ARC will reimburse CAP or its members according to the standard aircraft flying hour payment rates published in CAP Regulation 173-3, USAF payments for Civil Air Patrol support.
- (2) **Food and Lodging.** The ARC will reimburse CAP members for reasonable expenses and overnight lodging if mission requirements dictate. Total reimbursement for lodging and meals will not exceed \$75 per member per day. This amount may be adjusted for inflation by agreement between the parties and issuance of a written Amendment to this Agreement. On missions where ARC provides food and shelter for CAP members, ARC will not reimburse CAP members for overnight lodging and meals. Note: In order for CAP members to qualify for reimbursement from ARC for lodging and meals, the CAP wing must receive a written request from the ARC stating that CAP members must remain overnight to accomplish the mission.
- (3) **Vehicle Operations.** Whenever CAP performs vehicle transportation for ARC under this Agreement that is not reimbursed by the Air Force, the ARC will reimburse CAP or its members according to standard ARC allowances in effect at the time travel is performed.
- (4) **Communications Costs.** ARC will reimburse CAP or its members for all commercial communications expenses associated with the mission that are not reimbursed by the Air Force.
- (5) **Utilities.** ARC will reimburse CAP or its members for utility expenses above and beyond CAP's normal operating costs. This includes costs to operate auxiliary power generators.

C. Processing Claims for Reimbursement

Requests for reimbursement by CAP or its members shall be submitted in accordance with CAPR 173-3, USAF Payments for Civil Air Patrol Support, using a CAP Form 108, CAP Payment/Reimbursement Document for Aviation/Automobile/Miscellaneous Expenses. Receipts are required for all expenses except flying hours. The wing liaison officer will check all forms/receipts for accuracy, consolidate all claims associated with the mission on ARC Form 102a, Field Voucher, and any other appropriate forms, and forward to the ARC unit that requested support. (The ARC Form 102a may be obtained from the local ARC unit). The ARC unit shall reimburse the CAP wing under the terms of this Agreement.

D. Maintaining Records

The CAP wing and the ARC unit will maintain appropriate records of CAP mission activity. These records must reflect:

- (1) The purpose of the mission
- (2) The number and types of aircraft/vehicles used
- (3) The number of flights and flying hours and/or vehicle mileage
- (4) The number of CAP personnel man-days expended
- (5) The type and amount of reimbursements received or made

These records will be maintained for a minimum of two (2) years after expiration or termination of this Agreement and will be furnished to the ARC unit or National Headquarters or CAP National Headquarters upon request.

IV. SERVICES ARC CAN PROVIDE TO CAP

When CAP is engaged in missions or operations for the ARC under this Agreement that make it appropriate, the ARC may provide the following within the capabilities of participating ARC units:

- A. Feeding and sheltering of CAP members engaged in such operations.
- B. Transportation by ARC vehicle(s) where needed and available

- C. ARC first aid assistance if support is available at the site.
- D. ARC Disaster Services may provide any necessary training of CAP volunteers or staff upon request. CAP will incur all necessary costs of such training. Upon successful completion of ARC training, ARC will provide, if necessary, appropriate identification for members of CAP to wear in any activities performed on behalf of ARC in accordance with this Agreement.

V. DURATION OF AGREEMENT

This Agreement shall be effective on the date entered above and will terminate five (5) years after effective date. Six months prior to termination, the parties shall meet to review the progress and success of the Agreement and determine whether the Agreement shall be extended for an additional five (5) years. In no event shall any extension of the Agreement be for a period exceeding (5) five years. This Agreement may be terminated at any time by written notification from either part to the other. Each party will provide a 60 day advance notice to the other.

VI. MISCELLANEOUS

- A. The Agreement does not create a partnership nor a joint venture, and neither party has the authority to bind the other.
- B. This agreement supersedes all existing agreements between the National Headquarters of Civil Air Patrol and the National Headquarters of the American Red Cross, and any ARC Unit. Outstanding obligations made under any prior agreements will be honored according to the terms of that agreement.
- C. The use of the name and emblem of the ARC by CAP shall be allowed only in the case of particular projects undertaken pursuant to the prior express written consent of the ARC and when such projects are in conformity with ARC regulations.
- D. This Agreement constitutes the sole agreement between the parties hereto and no amendment,

modification or waiver of any of the terms and conditions hereto will be valid unless in writing and signed by both of the parties hereto. Local supplements are acceptable provided they do not invalidate or interfere with the provisions of the basic agreement, however, no unit of ARC other than its Disaster Services, National Headquarters may modify or activate Sections I.A., I.B., III.B. or III.D. of this Agreement. These sections may only be activated by ARC Disaster Services, National Headquarters.

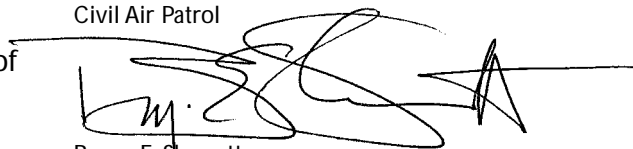
- E. The Civil Air Patrol recognizes that the American Red Cross is dependent primarily upon voluntary public financial support to carry out its programs. The Civil Air Patrol will be sympathetic with the position of the American Red Cross in conducting special appeals and campaigns for funds during times of disaster, and will help interpret the need for such to its membership.



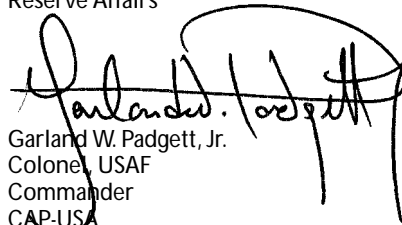
Elizabeth Dole
President
The American National Red Cross



Paul M. Bergman
Brigadier General
National Commander
Civil Air Patrol



Bryan E. Sharratt
Deputy Assistant Secretary of the Air Force
Reserve Affairs



Garland W. Padgett, Jr.
Colonel, USAF
Commander
CAP-USA

May 7, 1997