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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS
172 Pembroke Road Concord, New Hampshire 03301
Phone: 271-2214 Fax: 271-6488 www.nhdfl.org

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August 3, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Forests and Lands, to enter into a **Retroactive** and **Sole Source** contract with New Hampshire Wing Civil Air Patrol (VC# 229469), Concord, NH, in the amount of $34,000 for aerial detection for flying forest fire detection patrol routes and flights for an aerial platform for health of the forest checks effective upon Governor and Council approval for the period July 1, 2023 through June 30, 2025. 71% General Funds and 29% Federal Funds.

Funds are available in the following accounts for Fiscal Years 2024 and 2025 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

		FY 2024	FY2025
03-035-035-351010-35200000, Forest Protection			
103-502673 - Contracts for Op Services		$12,000	$12,000
03-035-035-351010-35160000, Forest Health-Federal			
072-500574- Grants Federal		$5,000	$5,000
	Total:	$17,000	$17,000

EXPLANATION

This request is **retroactive** because of the late decision by the state to increase the contract amount and a delay in acquiring the required documentation for the contract.

This request is **sole source** for four reasons. First, the Civil Air Patrol (CAP) is extremely reliable and has the ability to fly on short notice. Per the contract, and due to the emergency nature of the mission, the contractor needs to be able to fly on only a few hours' notice. Because of this requirement we have received very few bidders in the past, and those that have received bids have often not been able to comply with the requirements, thus requiring termination of the contract in one instance. It is this reason that led us to the CAP in the first place. Second, CAP requires a minimum of two people in the plane when flying fire detection. Private contractors only fly with one, so the pilot is trying to fly the plane at the same time they need to be looking for smoke. This has resulted in less-than-ideal situations, particularly around communications with ground units. With CAP, the pilot can focus on flying the aircraft while a separate passenger looks for smoke. Third, the CAP has their own flight following. This was a safety issue with private contractors and required the division to take on this responsibility. Fourth, the CAP

is considerably less expensive than any of the private contractors. This is due to the fact the division only pays for the usage of the plane, and not the pilot's time, so we are able to save considerable expenses by using the CAP.

Th Attorney General's Office has reviewed and approved this contract as to form, substance, and execution.

Respectfully submitted,

Patrick D. Hackley
Director

Concurred,

Sarah L. Stewart
Commissioner

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DNCR- Forests and Lands		1.2 State Agency Address 172 Pembroke Rd, Concord NH 03301	
1.3 Contractor Name NH Wing Civil Air Patrol		1.4 Contractor Address 51 Airport Rd, Concord NH 03301	
1.5 Contractor Phone Number 603-271-3225	3520-103 - $24,000 3516-072 - $10,000	1.7 Completion Date June 30, 2025	1.8 Price Limitation $34,000
1.9 Contracting Officer for State Agency Patrick Hackley		1.10 State Agency Telephone Number 603-271-2214	
1.11 Contractor Signature Date: 9 June 2023		1.12 Name and Title of Contractor Signatory John W. Desmarais, Sr. Chief Operating Officer Civil Air Patrol	
1.13 State Agency Signature Date: 8/11/2023		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: /s/ Duncan A. Edgar Duncan A. Edgar, Esq. On: September 18, 2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials JWD
Date 9 JUN 2023

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials JWD
Date 9 JUN 2023

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials JWD

Date 9 JUN 2023

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials JWD

Date 9 JUN 2023

New Hampshire Department of Natural and Cultural Resources,
Division of Forests and Lands
&
New Hampshire Wing, Civil Air Patrol
OPERATIONS PLAN AND AGREEMENT

EXHIBIT A

Special Provisions:

For the purpose of this P-37 Contract Agreement, the provisions of item 14 insurance are hereby amended as follows:

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of no less than $250,000 per claim and $1,000,000 per occurrence and $2,000,000 aggregate; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property; limited to the term of the agreement

14.2 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement.
Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

All members of Civil Air Patrol acting in the capacity of this agreement are "volunteer" members not paid staff; therefore Workers' Compensation is not warranted.

Contractor Initials JWD
Date 9 JUN 2023

New Hampshire Department of Natural and Cultural Resources, Division of Forests and Lands
&
New Hampshire Wing, Civil Air Patrol
OPERATIONS PLAN AND AGREEMENT

EXHIBIT B

Scope of Services:

1. **Parties.** The parties to this Operations Plan and Agreement are the State of New Hampshire, Department of Natural and Cultural Resources, Division of Forest and Lands, 172 Pembroke Road, Concord, New Hampshire 03301 ("Division") and the New Hampshire Wing of the Civil Air Patrol, 51 Airport Road, Concord, NH, 03301, ("CAP"). In the performance of this agreement CAP is in all respects an independent entity, and is neither an agent nor an employee of the Division. Neither CAP nor any of its officers, employees, agents or members shall have authority to bind the Division or receive any benefits, worker's compensation or other emoluments provided by the Division to its employees

2. **Purpose**. This Operations Plan and Agreement establishes the mission procedures and coordination responsibilities for aerial reconnaissance and aerial survey missions flown by the CAP for the Division. The Division will request these missions during times of high fire danger and/or high fire activity. The CAP shall be responsible for coverage of the northern and southern routes of New Hampshire, including the White Mountain National Forest. Aircraft bases shall include: ASH, PSM, CON, LCI, HIE and LEB. The CAP shall cover additional areas of the state, when able, at the request of the Division.
   This Operations Plan and Agreement will also establish the mission procedures and coordination responsibilities for flights for an aerial platform for Health of the Forest checks as requested by the Division of Forest and Lands.

3. **Overview & Term**. The CAP shall provide, and be available to provide, aerial reconnaissance support or aerial survey missions during NH FY24 and NH FY25, from July 01, 2023 thru June 30, 2025.

4. **Background**. The CAP aircraft and aircrews are suited to perform these missions at speeds that are conducive for identifying numerous environmental hazards including forest fire threats. The CAP crews are trained in visual search procedures that match the skills needed for these missions. These aircraft are also equipped with Global Positioning Satellite (GPS) receivers to capture and document a specific geographic coordinate as needed.

5. **Mission Objectives**. CAP shall provide an aerial platform to visually search for forest fires along a specific route(s) and shall report search results to the appropriate Forestry relay facility (Fire Tower). CAP shall also provide fire intelligence that identifies and records any lakes, rivers, or water sources that appear to be at least 10 feet deep; photograph or report what vegetation is ahead of the fire; and report what potential threats are in the fire path such as houses, buildings, or other structures. In addition, the Division may request the CAP to perform flights over areas after a fire to report/photograph post-fire damage.
   CAP shall also provide an aerial platform for Health of the Forest checks as requested by the Division of Forest and Lands. Two Forest and Lands personnel will fly along with the CAP mission pilot. From altitudes of 1,000' above ground level, the pilot will fly girds (similar to SAR parallel grid) to allow Forest and Lands personnel to identify possible disease areas and plot the location on their GPS units. Mission duration is up to 3-4 hours.

Contractor Initials JWD
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6. **Legal Restrictions**. Aerial reconnaissance of ground targets from public airspace will be limited to areas assigned for coverage. Targeting or surveillance of persons, groups of persons, buildings, or vehicles is not authorized. The initial identification and reporting of persons, vehicles or buildings within the area assigned for coverage is permissible. However, tracking of suspicious persons or vehicles to provide their continuous coordinates is prohibited. All requested imagery shall be delivered to the Division by the most expeditious means possible (electronic or manual), which may then disseminate the imagery as it deems necessary.

7. **CAP Responsibilities**. Upon receipt of a mission request from the Division, CAP shall appoint an IC for the mission. The assigned IC is responsible for the execution of the missions requested by the Division. Close coordination by the IC with the Wing Commander and the Division during this entire program is required. The IC shall ensure that the missions are flown IAW with restrictions in this OPS plan and CAPR 70-1, 60-3, and all pertinent CAP, Air Force, and FAA regulations. The IC, AOBD and Wing Commander shall ensure reimbursement procedures are handled IAW applicable CAP regulations and directives. The IC shall ensure that CAP crews understand the sorties are for spotting and reconnaissance only. The CAP crews shall not loiter in any area nor provide surveillance of individuals or private property. The CAP shall promptly report all requested information to the Division.

8. **Mission and Forestry Flight Scheduling**. The Initial Mission request will originate with the Division. The request must be sent to the National Operations Center (NOC) and the NH Wing Commander via email or fax form. Upon issuance of a corporate mission number by the NOC, the CAP will appoint a POC. The POC and IC will insure that all subsequent requests for flights are entered into the WMIRS system as sorties. All flight requests must include the desired search area and departure time parameters. The POC will be responsible to schedule and activate CAP resources to complete the flight(s). Upon completion of flights, the IC or his designee will enter all pertinent data into WMIRS.

9. **Commands and Control**. Command and control of CAP resources remain within the CAP at all times.

10. **Uniforms**. CAP uniforms shall be worn in accordance with CAPM 39-1 during all missions flown at the request of the Division.

11. **Forms/Documents (CAP only)**. Prior to each flight the PIC is required to complete a weight/balance computation, a CAPF 104, and a risk management survey. After each mission, the PIC will submit all forms, the reimbursement documentation, and the fuel tickets per the IAW NH Wing procedures.

12. **Personal Equipment**. Each CAP pilot shall carry current credentials, including but not limited to: a CAP membership card, pilot license, medical certificate, CAP/ES 101 card, and appropriate and current navigation charts. Mission observers and scanners shall carry a current CAP membership card and CAP/ES 101 card. Each CAP aircraft shall be equipped with standard survival equipment and have an operating intercom for each occupied seat.

13. **Security Measures.** Although this plan and agreement is unclassified, the missions that may be requested by the Division shall be considered sensitive and law enforcement guarded. If requested, CAP crewmembers shall treat the mission on a need to know basis if they are approached for information.

Contractor Initials JWD
Date 9 JUN 2023

14. **Non-CAP Crewmembers**. Division employees must be approved to fly on board the CAP aircraft to observe a Fire Patrol and Health of the Forest missions. Their name/agency must be listed in WMIRS prior to the flight. A member of any other state agency must be approved in advance through WMIRS and the NOC, IAW CAP regulations. Any non-CAP crewmember must complete a CAPF 9 prior to boarding the CAP aircraft and the CAPF 9 must be left in a safe place and not taken on the flight.
15. **Crew Composition**. One CAP Mission Pilot and one observer or scanner will be a minimum crew on Division requested missions. It is recommended that a crew of three be used for maximum effectiveness. The Operations qualifications/MIMS section of the CAP e-services will be the primary method for checking crew qualifications. The PIC will fly from the left seat and is the ultimate authority in mission/crew management. Cadets under 18 are not authorized to participate in aerial missions.

16. **Safety**. Safety is paramount and supersedes any mission objective. All CAP aircrew members must comply with CAP and National safety policies. There is no CAP mission that requires a compromise of safety. Any mishap will be handled pursuant to IAW CAPR 62-2. The CAP is responsible for all inspection and maintenance of its aircraft.

17. **Crew Duty Day**. Length of day will be IAW CAP regulations.

18. **International Borders**. Precise navigation is mandatory for states sharing international borders with Canada. All available electronic equipment (VOR, GPS, Google Earth, etc.) will be used to insure that CAP sorties remain at least one mile within US Borders and do not enter foreign airspace. Requests to fly closer than one mile must be coordinated with the NOC and entered in WMIRS. Approval will be from the appropriate approval authority.

19. **Construction**. This Operations Plan and Agreement shall be deemed to have been entered in the State of New Hampshire and shall be construed under, and in accordance with, New Hampshire law.

20. **Assignability**. CAP shall not assign, or otherwise transfer any interest in this Operations Plan and Agreement without the prior written consent of the Division. None of CAP's roles under this Operations Plan and Agreement shall be delegated by CAP without the prior written consent of the Division.

21. **Liability**. Nothing contained in this Operations Plan and Agreement shall create any liability on behalf of CAP or the Division to any third party or create any right, claim or cause of action on behalf of any party other than CAP or the Division and their successors and assigns. Nothing in this Operations Plan and Agreement shall be interpreted as an assumption of responsibility by, or basis for liability on the part of, CAP or the Division for any injury to person, damage to property, or loss of life that may be sustained by any person as a result of missions conducted pursuant to the Operations Plan and Agreement.

22. **Third Parties.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

This Agreement consists of the following documents: Exhibits A, B and C, which are all incorporated herein by reference as if fully set forth herein.

Contractor Initials JWD
Date 9 JUN 2023

GLOSSARY

AGL: Above Ground Level

AOBD: Air Operations Branch Director

ASH: Nashua (NH)

CAPF: Civil Air Patrol Form

CAPR: Civil Air Patrol Regulation

CON: Concord (NH)

DRED: Department of Resources and Economic Development

ES: Emergency Services

GPS: Global Positioning System (WGAS – 84)

IAW: "In accordance with..."

IC: Incident Commander

IFR: Instrument Flight Rules

LCI: Laconia (NH)

LEB: Lebanon (NH)

NIMS: National Incident Management System

NOC: The CAP National Operations Center

OPS: Operations

PIC: Pilot in Command

POC: Point of Contact

PSM: Pease (Portsmouth NH)

USAF: United States Air Force

VFR: Visual Flight Rules

VOR: Visual Omni Range (Aerial Navigation system)

WMIRS: The CAP Web Mission Information Reporting System

XO: Executive Officer (Military)

Contractor Initials JWD
Date 9 JUN 2023

New Hampshire Department of Natural and Cultural Resources, Division of Forests and Lands
&
New Hampshire Wing, Civil Air Patrol
OPERATIONS PLAN AND AGREEMENT

EXHIBIT C

Contract Price:

The requested missions will be reimbursed by the State of New Hampshire, with Department of Natural and Cultural Resources funds. Mission expenses shall include the basic hourly rate as set forth in CAPR 173-3, and the aircraft fuel/oil utilized for the mission. Reimbursement shall cover the sortie expenses of the fire patrol route, as well as the flight time incurred to and from the ASH, PSM, CON, LCI, HIE and LEB bases.

Total expenditures by the Division to the CAP under the terms of this Agreement shall not exceed $34,000.

Method of Payment:

The CAP shall submit reimbursement documentation to the Division on a monthly basis, setting forth the amount owed, indicating the fixed rate for the maintenance charges (per CAPR 173-3) and the cost of fuel on the day(s) of the mission(s).

Term:

This contract shall commence upon approval of the Governor and Council retroactive to July 1, 2023, through June 30, 2025.

Contractor
Initials JWD
Date 9 JUN 2023

CONSTITUTION

PREAMBLE

WHEREAS, the United States has an urgent and compelling need for an organization of public-spirited volunteers, knowledgeable about the importance of aerospace, and enthusiastic and skilled in the support and development of civil aviation and the maintenance of aerospace supremacy; and,

WHEREAS, the future promise and security of America requires a nucleus of educated and trained leaders, including Civil Air Patrol cadets and senior members, who can encourage and foster the continued development of civil aviation in their local communities and increase public awareness of the impact of aerospace exploration and achievements; and,

WHEREAS, the traditional values and patriotism that have served to propel America to the pinnacle of world status need to be enhanced through leadership development; and;

WHEREAS, there exists nationwide a continuing requirement for an organization of private citizens with adequate training, facilities, and the desire to assist in meeting the trauma of local and national emergencies; and,

WHEREAS, Civil Air Patrol is designated as the civilian auxiliary of the United States Air Force under 10 USC § 9441 which authorizes various Air Force support and designates Civil Air Patrol and its members as instrumentalities of the United States while performing Air Force non-combat missions.

NOW THEREFORE, be it resolved by the Board of Governors of Civil Air Patrol that the following is adopted as the Constitution and Bylaws of the Corporation, hereby revoking, repealing, and annulling all provisions of its Constitution and Bylaws as amended heretofore in effect.

ARTICLE I
GENERAL AUTHORITY

Civil Air Patrol is a private, nonprofit corporation chartered under special Act of Congress, 36 USC §§ 40301 - 40307, which sets forth the purposes, rights, and duties of the Civil Air Patrol.

ARTICLE II
NAME AND STATUS

The name of the Corporation shall be "Civil Air Patrol" and its status is that of the volunteer civilian auxiliary of the United States Air Force. The Corporation may also be referred to as "Civil Air Patrol" or by such other titles as may be approved in the Bylaws.

ARTICLE III
NATIONAL HEADQUARTERS

The National Headquarters of the Corporation shall be at Maxwell AFB, Alabama, or at such other location as the Board of Governors may designate.

ARTICLE IV
TERM

Civil Air Patrol shall have perpetual existence.

ARTICLE V
OBJECTS AND PURPOSES

The objects and purposes of Civil Air Patrol shall be:

a. To provide an organization to encourage and aid American citizens in the contribution of their efforts, services, and resources in the development of aviation and in the maintenance of aerospace supremacy.

b. To provide an organization to encourage and develop, by example, the voluntary contribution of private citizens to the public welfare.

c. To provide aviation and aerospace education and training, especially to its senior and cadet members.

d. To encourage and foster civil aviation in local communities.

e. To provide an organization of private citizens with adequate facilities to assist in meeting local and national emergencies.

f. To assist the Department of the Air Force in fulfilling its noncombat programs and missions.

ARTICLE VI
POWERS

1. Civil Air Patrol shall have the power to do any and all acts and things necessary and proper to carry into effect its objects and purposes.

2. Civil Air Patrol shall have no power to issue capital stock or engage in business for pecuniary profit or gain of its members.

ARTICLE VII
MEMBERSHIP

Membership in Civil Air Patrol is a privilege and not a right. Qualifications and conditions for membership shall be established in the Bylaws and regulations. Discrimination based on age, disability or the provisions of Title VI and VII of the Civil Rights Act of 1964 is prohibited.

ARTICLE VIII
BOARD OF GOVERNORS

1. The Board of Governors shall, in accordance with 10 USC § 9447, be the governing body of Civil Air Patrol and shall govern, direct, and manage the affairs of the corporation.

2. Composition of the Board of Governors is described in 10 USC § 9447. The CAP-USAF Commander shall serve as an advisor to the Board of Governors, ex officio.

3. The Board of Governors shall select, retain, and remove the CAP National Commander who also serves as the Corporation's Chief Executive Officer.

4. The Board of Governors shall select, retain, and remove the CAP Chief Operating Officer.

5. The Board of Governors shall appoint standing committees as required to perform the statutory and regulatory requirements of their responsibilities.

6. The Board of Governors may provide for the payment or reimbursement of expenses incurred by the members of the Board of Governors in the performance of their duties.

7. A member of the Board of Governors may resign at any time by filing a written resignation with the Chair of the Board.

8. A member of the Board of Governors may be removed for cause. Reasons to remove or propose removal of a member of the Board of Governors for cause include but are not limited to the following: Criminal conviction for a felony offense or a crime that involves moral turpitude, conflict of interest that can't be reconciled, gross negligence or malfeasance, ineffectiveness and continuous unexcused non-attendance.

a. The Board of Governors may remove any of its selected CAP Members at Large for cause by two-thirds (2/3) vote at any regular or special meeting of the Board, provided that a statement of the reason or reasons shall have been sent by Registered Mail or Certified Mail return receipt

requested to the board member proposed for removal at least thirty (30) days before any final action is taken by the Board. This statement shall be accompanied by a notice of the time when, and the place where, the Board is to take action on the removal. The board member shall be given an opportunity to be heard and the matter considered by the Board at the time and place mentioned in the notice.

b. The Board of Governors may propose to remove any of its appointed members for cause by two-thirds (2/3) vote at any regular or special meeting of the Board, provided that a statement of the reason or reasons shall have been sent by Registered Mail or Certified Mail return receipt requested to the board member proposed for removal and the Secretary of the Air Force at least thirty (30) days before any final action is taken by the Board. This statement shall be accompanied by a notice of the time when, and the place where, the Board is to take action on the removal. The board member shall be given an opportunity to be heard and the matter considered by the Board at the time and place mentioned in the notice. Following a 2/3 vote to propose removal of a Board of Governors member appointed or jointly appointed by the Secretary of the Air Force, the Chair of the Board of Governors with the assistance of the General Counsel shall forward the recommendation to the Secretary of the Air Force for action through the office of Assistance Secretary for Manpower and Reserve Affairs (SAF/MR) who will appoint the replacement within 60 days.

9. BoG members will serve a three-year term. A Member of the Board of Governors may be invited to extend the Member's current appointment by a period of not less than one (1) year and not to exceed three (3) years. The BoG Chairman and Vice Chairman, after consultation with the CAP CEO, shall determine whether to extend the invitation and commence the process if an invitation is offered. The BoG Member shall notify the Chairman and Vice Chairman within fourteen (14) days whether the Member accepts or declines the invitation. Following the same approval process for initial selection, final approval authority for extensions is held by the SECAF or designated representative for Air Force BoG Members; the SECAF and National Commander for Industry Members, and the CSAG for CAP Members. If the Member accepts the invitation, the recommendation to extend is forwarded to the appointing/selecting authority for decision. This extension process should commence as soon as practicable but not later than six months from the term end date for the Member. The Chairman of the Personnel Committee will work with the BoG Chairman and Vice Chairman to ensure the process is initiated at the proper time.

a. For BoG term extensions of either the BoG Chairman or Vice Chairman, the Chair of the Personnel Committee shall be included in the decision to offer an invitation. The BoG Chairman and Personnel Committee Chairman, after consultation with the CAP CEO, will initiate the process to extend the BoG term of the Vice Chairman and vice versa for the BoG Chairman.

b. Only one extension per Member shall be permitted regardless of whether the extension is approved for a period of less than the three-year maximum. The BoG Chairman and Vice Chairman must agree on extension invitations. If there is disagreement between the BoG Chairman and Vice Chairman, or Personnel Committee Chairman when applicable, on offering an invitation to extend a BoG Member's term, the process will default to replacing the Member when the Member's term ends. If the BoG Member declines the invitation to extend, the process for initial selection of a new Member is initiated. If the appointing/selecting authority disagrees with the recommendation for an extension, the process for initial selection of a new Member is initiated.

ARTICLE VIII-A
SELECTION OF SECRETARY OF THE AIR FORCE APPOINTEES TO THE BOARD OF GOVERNORS

1. The four (4) Members of the Board of Governors appointed by the Secretary of the Air Force shall serve consistent with these articles. However, if an individual selected by the Secretary of the Air Force is an active duty member selected based on his/her duty assignment, he/she will serve until the duty assignment changes.

2. Appointments will only be recognized when written notice is received by the Chairman of the Board of Governors. A copy shall be provided to the Executive Secretary of the Board of Governors for administrative purposes.

ARTICLE VIII-B
SELECTION OF APPOINTEES FROM INTERESTED ORGANIZATIONS TO THE BOARD OF GOVERNORS

1. Three (3) Members of the Board of Governors shall be appointed jointly by the Secretary of the Air Force and the National Commander of the Civil Air Patrol.

2. Appointments will be recognized when written notice is received by the Chairman of the Board of Governors. A copy shall be provided to the Executive Secretary of the Board of Governors for administrative purposes.

3. Any vacancy in the position of a Member of the Board of Governors appointed pursuant to this Article VIII-B and not filled within ninety (90) days shall be filled by the majority vote of the other Members of the Board of Governors.

ARTICLE IX
SELECTION OF CAP APPOINTEES TO THE BOARD OF GOVERNORS

Four (4) CAP Members at Large shall be selected by the CAP Senior Advisory Group as follows:

a. Candidates for consideration must be senior members in good standing; be in the grade of chief master sergeant or officer grade major or above; have been awarded the Paul G. Garber Award; and have at least five (5) years CAP service.

b. Applicants will submit a written application to the CAP Senior Advisory Group and be selected in accordance with published CAP directives.

c. A Member at Large may not hold any other concurrent position as:

(1) A commander, vice commander, chief of staff, or command chief at national, region or wing level or the National Executive Officer;

(2) A member of the National Commander's staff;

(3) A corporate employee; or

(4) A former National Commander with less than six (6) years since conclusion of his/herterm as National Commander.

ARTICLE IX-A
CHAIRMAN AND VICE CHAIRMAN OF THE BOARD OF GOVERNORS

1. In accordance with 10 USC § 9447, the Chairman of the Board of Governors shall be chosen by the Members of the Board of Governors from among the Members appointed by the Secretary of the Air Force and the Members selected by the Civil Air Patrol and shall serve a term of two (2) years. The position of Chairman shall be held on a rotating basis between members of the Board of Governors appointed by the Secretary of the Air Force and members of the Board of Governors selected by the Civil Air Patrol.

2. The Vice Chairman of the Board of Governors shall be chosen by the Members of the Board of Governors from among the Members appointed by the Secretary of the Air Force and the Members selected by the Civil Air Patrol and shall serve a term of two (2) years. The position of Vice Chairman shall be held on a rotating basis between Members of the Board of Governors appointed by the Secretary of the Air Force and Members of the Board of Governors selected by Civil Air Patrol and shall not come from the same appointment group as the Chairman.

3. The Vice Chairman shall serve as the Chairman in the absence of the Chairman.

4. In the event of a vacancy in the office of Chairman or Vice Chairman prior to the expiration of his/her two (2) year term, a new Chairman or Vice Chairman shall be chosen by the Members of the Board of Governors from among the remaining Members of the same appointment group to serve out the remainder of the two (2) year term.

5. The Chairman may be removed from the chair by an affirmative vote of two-thirds of the members of the Board of Governors, not including the Chairman.

ARTICLE IX-B
GOVERNOR EMERITUS

1. Governor Emeritus status may be awarded by the affirmative vote of 7 members of the Board. At any time following the completion of Board service of a member meeting the criteria, any sitting Board member may nominate an individual for a Governor Emeritus position. Upon acceptance by the BoG, the Chairman of the Board will discuss this offer with the individual, who upon acceptance will assume the position. Governor Emeritus advisor appointments are for life or until the individual no longer wishes to function in this status. Governor Emeritus appointment may be revoked by the affirmative majority vote of the Board.

2. The criteria for selection would be three years of successful service. Criteria may be waived by the Board. Consideration should also be given to the quality of the member's contributions while serving on the Board, potential networking and advocacy opportunities and willingness to advocate on behalf of CAP. Former BoG members who are awarded the Governor Emeritus position shall be available to the BoG for advice and counsel on Civil Air Patrol matters. Governors Emeritus should be encouraged to attend meetings and events at their own expense. Governors Emeritus will receive copies of all non-confidential board agendas/minutes and other pertinent communications.

3. Governors Emeritus will not have formal or legal responsibilities as governing board members.

ARTICLE X
CIVIL AIR PATROL SENIOR ADVISORY GROUP

1. The members of the CAP Senior Advisory Group shall be as follows:

   a. The National Commander.

   b. The National Vice Commander.

   c. The National Executive Officer.

   d. The commander of each CAP region.

   e. The Commander, Civil Air Patrol-United States Air Force (CAP-USAF) as a non-voting member, *ex officio.*

   f. The Chief Operating Officer as a non-voting member, *ex officio.*

   g. Such Advisors as the National Commander may appoint as non-voting members.

2. The CAP Senior Advisory Group shall:

   a. Recommend policy to the Board of Governors

   b. Carry out such additional duties as may be delegated by the Board of Governors;

   c. Propose to the Board of Governors amendments to the Constitution and Bylaws;

   d. Receive applications for selection to, and select, the Member at Large positions on the Board of Governors in accordance with Article IX;

   e. Approve Hall of Honor nominees and grant Life Membership; and

   f. Establish, increase, and lower national dues for all categories of membership.

ARTICLE XI
CIVIL AIR PATROL COMMAND COUNCIL

1. The CAP Command Council is an advisory body to the National Commander and shall focus on operational issues related to the CAP mission.

2. The members of the CAP Command Council shall be as follows:

   a. The National Commander;

   b. The National Vice Commander;

   c. The National Executive Officer;

   d. The commander of each CAP region; and

   e. The commander of each CAP wing;

3. The Commander CAP-USAF and the Chief Operating Officer shall serve as advisors to the CAP Command Council.

ARTICLE XII
CORPORATE OFFICERS

The corporate officers of Civil Air Patrol shall be those designated in the Bylaws with authority to obligate the Corporation as provided in the Bylaws and regulations. The Board of Governors may make discretionary appointments of other agents and representatives of the Corporation. However, such agents and representatives shall not have the general authority to bind the Corporation in the same manner as the corporate officers named herein.

ARTICLE XIII
SELECTION OF CORPORATE OFFICERS

Corporate officers shall be selected as follows:

1. The National Commander/Chief Executive Officer shall be selected by the Board of Governors. Candidates for National Commander/Chief Executive Officer shall apply by self-nomination. The Board of Governors shall establish a Personnel Committee to define the criteria for the CAP National Commander position and provide the initial screening of the candidate applications. The top candidates will be presented to the Board of Governors for final interview and selection based on an affirmative vote of two-thirds of the members of the Board of Governors.

a. Minimum qualifications for National Commander are:

(1) Be a CAP member in good standing;

(2) Have a bachelor's degree from an accredited college or university;

(3) Have completed Level V of the CAP Professional Development Program; and

(4) Have served as a CAP Wing Commander who completed his/her term of office other than due to a removal for cause.

b. The Board of Governors Personnel Committee may develop additional desired qualifications as required to determine the best qualified candidate.

c. The Board of Governors may waive any qualifications as needed should the candidate demonstrate comparable skills and experience.

d. The CAP National Commander may be removed for cause by the affirmative vote of two-thirds of the members of the Board of Governors.

2. The National Vice Commander will be selected by the National Commander from a pool of qualified candidates, shall be confirmed by majority vote of the Board of Governors, and serve at the pleasure of the CAP National Commander. Candidates for National Vice Commander will apply by self-nomination and must meet the same criteria as candidates for National Commander. The Board of Governors may waive any qualifications as needed should a candidate demonstrate comparable skills andexperience.

3. The Chief Operating Officer (COO) shall be selected, retained, evaluated, and removed by the Board of Governors. The Personnel Committee will establish criteria for the position and vet the initial candidates. Final selection of the Chief Operating Officer will be by the affirmative vote of two-thirds of the members of the Board of Governors. The Chief Operating Officer serves at the pleasure of the Board of Governors and may be removed by the affirmative vote of two-thirds of the members of the Board of

Governors, subject to any contractual rights he or she may have at the time of removal.

4. The Chief Financial Officer (CFO) shall be selected by the Chief Operating Officer, in coordination with the Chief Executive Officer, and approved by majority vote of the Board of Governors. The Chief Financial Officer serves at the pleasure of the Corporation and may be removed upon request of either the Chief Executive Officer or the Chief Operating Officer by a majority vote of the Board of Governors.

5. The General Counsel (GC) shall be selected by the Chief Operating Officer, in coordination with the Chief Executive Officer, and approved by majority vote of the Board of Governors. The General Counsel serves at the pleasure of the Corporation and may be removed upon request of either the Chief Executive Officer or the Chief Operating Officer by a majority vote of the Board of Governors.

ARTICLE XIV
TERM OF OFFICE

The terms of office for corporate officers are as follows:

a. The National Commander shall serve a three-year (3) term of office which may be extended up to an additional one (1) to three (3) years at the election of the Board of Governors. The term (or any renewal term, if applicable) shall commence on the date determined by the Board of Governors and conclude three (3) years later. In the event of death, resignation, or removal of the National Commander, the Chief Operating Officer shall assume the Chief Executive Officer responsibilities regarding the operation and daily administration of the Corporation until the Board of Governors has selected a new National Commander, which shall occur posthaste but not later than one hundred and twenty (120) days from removal. The National Commander shall serve in the grade of Major General.

b. The National Vice Commander shall serve at the pleasure of the National Commander and may serve sequential National Commanders if appointed by the National Commander. The National Vice Commander will only assume volunteer operational duties of the Commander for CAP missions in the event of death, resignation, or removal of the National Commander but does not become the Chief Executive Officer. The National Vice Commander shall serve in the CAP grade of Brigadier General.

c. The Chief Operating Officer shall serve from the date employed until such employment ceases.

d. The Chief Financial Officer shall serve from the date employed until such employment ceases.

e. The General Counsel shall serve from the date employed until such employment ceases.

ARTICLE XV
SUSPENSION AND REMOVAL

1. The National Commander may be removed from office by an affirmative vote of two-thirds of the members of the Board of Governors. The process to consider removal shall be as follows:

a. The National Commander may be removed from office for a lack of confidence and/or personal misconduct (including but not limited to criminal conduct or personal misconduct involving gross negligence); and/or moral turpitude which creates an appearance of serious impropriety to the public or which may discredit or embarrass the Civil Air Patrol and/or the United States Air Force. Charges of personal misconduct must be forwarded promptly to the General Counsel who shall immediately notify the Chairman of the Board of Governors, and Commander CAP-USAF, provide the National Commander

an opportunity to respond to the allegations, and cause the charges to be reviewed or investigated at the direction of the Board of Governors. Copies of the charges, responses, results of the investigation and findings shall be provided to all members of the Board of Governors and to the U.S. Air Force. The Board of Governors shall convene to vote on removal or retention, and the subject officer, at the discretion of the Board of Governors, may be placed in suspended status until the issue is decided by the Board of Governors.

2. The National Vice Commander serves at the pleasure of the National Commander and may be removed with or without cause or for a loss of confidence, subject to majority approval by the Board of Governors.

ARTICLE XVI
MEMBERSHIP ACTION REVIEW PANEL

1. Members who have been subject to a final adverse membership action and have exhausted all administrative remedies within Civil Air Patrol, shall have a right to appeal the action to the Membership Action Review Panel (MARP). For purposes of this article, an adverse membership action is defined as demotion in grade; removal from command of a region, wing (other than during the probationary period); suspension of membership in excess of sixty (60) days due to regulatory infractions or misconduct not giving rise to a criminal investigation or criminal charges or proceedings; or termination of membership.

2. The Membership Action Review Panel shall accept an appeal of a final adverse membership action only if the Membership Action Review Panel determines after an initial review that the action appears to have been motivated by retaliation, reached without due process, or involved a material failure to follow applicable Civil Air Patrol regulations. The Membership Action Review Panel may accept or decline an appeal of a final adverse membership action in all other cases.

3. The Membership Action Review Panel shall be chaired by the volunteer Chief of the CAP Legal Officer Corps or his/her designee, who must be a duly appointed CAP legal officer. The chair of the MARP shall be a non-voting, ex-officio member of the MARP. Membership shall consist of eight (8) voting members, one from each region. Membership is limited to those members serving in the grade of Colonel or higher and not currently serving as a commander or vice commander at any level. Each Region Commander will nominate a slate of candidates for the MARP, and the National Commander will select one from each region for appointment. Region Commanders may only nominate members assigned to units within their Region. The members of the MARP must be confirmed by the Board of Governors and will serve a term of four (4) years. The terms shall be staggered, and a member shall not be eligible for reappointment. Two (2) new members shall be appointed per year. A MARP member shall not consider a review from an applicant from the region he/she represents. If the individual appealing to the MARP is assigned at the National level, all eight voting members will participate in the appeal. In the event of a tie vote on any appeal action, the MARP will automatically sustain the commander's action. In all matters involving members not assigned at the National level, five (5) voting members shall constitute a quorum; in matters involving members assigned at the National level, seven (7) members shall constitute a quorum. Designees may serve only in the event the chair or named member is unable to participate due to a conflict of interest.

4. If the Chair of the MARP seeks legal advice from, or legal advice is otherwise provided to the MARP by the CAP General Counsel, a decision not to follow the legal advice must be documented and briefed to the BoG for awareness and action if necessary.

5. The MARP shall follow administrative and procedural instructions provided by General Counsel to the extent that the same are not inconsistent with the CAP Constitution, Bylaws, or regulations. If the MARP disagrees with the administrative or procedural instruction and consensus with General Counsel cannot be reached, the issue must be presented to the Governance Committee for administrative and/or procedural determination.

6. The Membership Action Review Panel may affirm, reverse, or modify in favor of the member the final adverse action. Furthermore, if the Membership Action Review Panel determines that the adverse membership action was reached without due process or involved a material failure to follow applicable Civil Air Patrol regulations, it may remand the case to the party who initiated the adverse membership action to correct the deficiencies.

7. The Board of Governors may, to the extent not inconsistent with the CAP Constitution and Bylaws, direct the MARP to rescind a decision or a portion of a decision, or reverse a decision of an appeal heard by the MARP. This in no way affords CAP members the opportunity to appeal directly to the BoG regarding the MARP's decision on hearing an appeal or its final decision after hearing the appeal. The BoG's action in this section applies strictly to MARP final decisions on appeals heard by the MARP, not to decisions made by the MARP on hearing an appeal.

8. Except as otherwise provided in Paragraph 7, the decision of the Membership Action Review Panel on all matters over which it has jurisdiction is final and not subject to further appeal or proceedings within Civil Air Patrol.

9. The rules of practice and procedure, as well as all decisions of the Membership Action Review Panel, shall be published.

ARTICLE XVII
FUNDS AND PROPERTY

1. Civil Air Patrol may receive gifts, bequests, devises, legacies, and donations for such purposes as are within the general scope of its corporate objects and purposes.

2. All funds and property acquired by Civil Air Patrol in any manner and from whatever sources shall be received in the name of Civil Air Patrol, shall become the property of the Corporation, and shall be administered and accounted for as prescribed in the Bylaws and regulations.

ARTICLE XVIII
ADOPTION PROVISIONS

1. The insignia, uniforms, copyrights, emblems and badges, descriptive or designating marks and words or phrases used by the Civil Air Patrol, on or before the date of this revision of the Constitution, are appropriated to the Corporation.

2. Except as otherwise restricted by law, the Corporation may develop and adopt such insignia, uniforms, emblems and badges, descriptive and designating marks, and words and phrases for use by the members of the Civil Air Patrol as it may consider necessary or advisable in carrying out the objects and purposes of the Corporation.

3. The membership categories, eligibility, units, grades, rules, regulations, orders, directives, instruction manuals, administrative publications, and programs in effect on the date of the adoption of this revision of the Constitution shall continue in full force and effect thereafter until the same are changed, amended, revoked, or otherwise disposed of in accordance with any procedure which may be prescribed pertaining thereto.

ARTICLE XIX
AMENDMENT OF THE CONSTITUTION AND BYLAWS

1. This Constitution may be amended at any time by the approval of a majority of the members of the Board of Governors at a duly constituted meeting.

2. Bylaws may be amended at any time by the approval of a majority of the members of the Board of Governors at a duly constituted meeting.

3. Proposals to amend the Constitution and/or Bylaws may be initiated by the Board of Governors or the CAP Senior Advisory Group.

a. Such initiatives by the Board of Governors shall be ordinarily routed through the Constitution and Bylaws Committee before being routed back to the Board of Governors for approval.

b. Such initiatives by the CAP Senior Advisory Group shall be ordinarily routed through the Constitution and Bylaws Committee before being submitted to the Board of Governors for approval.

c. Notwithstanding the foregoing, the Board of Governors may exercise its discretion in making exceptions to this process for any reason, including but not limited to administrative changes and exigent circumstances.

4. No entity of the Civil Air Patrol shall have the power to amend or eliminate any of the requirements established by federal statute, such statutory authority being reserved to the Congress of the United States. No entity of the Civil Air Patrol shall have the power to amend or eliminate any of the requirements established by the Constitution and Bylaws, such authority being reserved to the Board of Governors.

ARTICLE XX
REGULATIONS

1. To further the orderly administration of the activities, business, and affairs of the Corporation, the National Commander shall establish and maintain regulations which shall be applicable to all members of Civil Air Patrol. These regulations will be based on policies established by the Board of Governors, the United States Air Force, or law.

2. The National Commander, upon declarationof a situation requiring immediate action due to a state of emergency or an unforeseen circumstance involving the preservation of life or property, may promulgate interim change letters or emergency regulations.

3. The Board of Governors may direct the National Commander to issue, modify or rescind interim change letters, regulations or portions of regulations.

BYLAWS

SECTION 1
AUTHORITY

These Bylaws are adopted pursuant to the Constitution of Civil Air Patrol.

SECTION 2
NAME AND CORPORATE SEAL

2.1 The name of Civil Air Patrol may be stated by either of the following:

a. "Civil Air Patrol"; or

b. "Civil Air Patrol, incorporated under Special Act of Congress approved July 1, 1946, Public Law 476, 79th Congress".

2.2 Each unit, including National Headquarters, shall use a name expressing its designation, including the words "Civil Air Patrol" and may also refer to its status as the United States Air Force Auxiliary as set forth in regulations.

2.3 The corporate seal shall have inscribed thereon "United States Air Force Auxiliary--Civil Air Patrol" and appears as follows:

SECTION 3
MEMBERSHIP CATEGORIES

Membership categories, membership year, eligibility, rights, duties, and privileges not otherwise provided for in the Bylaws shall be as set forth in the regulations.

SECTION 4
DUES

4.1 Each member shall pay annual National dues in such amount as may be established by the CAP Senior Advisory Group. Failure to pay annual dues shall result in automatic termination ofmembership.

4.2 Except as otherwise provided in regulations, annual National dues shall be payable:

a. For a new member, at the time the application for membership is presented.

b. For a renewing member, during the three-month period prior to the membership expiration date.

4.3 The National Commander or Chief Operating Officer may waive payment of, or lower the amount of, annual dues for any member for good cause shown.

4.4 Unit Dues. Region Commanders may establish region dues with the approval of the CAP Senior Advisory Group.

a. Wing Commanders may establish wing dues with the approval of the Region Commander.

b. Dues for other membership units may be established with the approval of the Wing Commander.

SECTION 5
TERMINATION OF MEMBERSHIP

5.1 Membership in Civil Air Patrol is a privilege, not a right. Membership is conditioned on adherence to Civil Air Patrol rules and regulations.

5.2 Membership in Civil Air Patrol may be terminated at any time for cause. Procedures for such actions including review and appeals, if any, shall be as set forth in the regulations and shall be consistent with provisions of Article XVI of the Constitution.

SECTION 6
MEMBERSHIP UNITS

6.1 Civil Air Patrol shall be divided into units which are not separate legal entities but are administrative subdivisions of the Corporation.

6.2 Each cadet and senior member of Civil Air Patrol shall be assigned to a membership unit.

6.3 Units of Civil Air Patrol are as follows:

a. National Headquarters. Members assigned to the National Headquarters membership unit are those members appointed by the National Commander or Chief Operating Officer.

b. Regions:

(1) The United States shall be divided geographically into areas known as regions. The wings that shall comprise each region shall be determined by the CAP Senior Advisory Group.

(2) The membership unit of each region shall consist of the Region Commander, the region staff, and other members of the region so assigned by the Region Commander.

c. Wings:

(1) Each region shall be subdivided into areas known as wings. There shall be one wing for each state, the District of Columbia, and the Commonwealth of Puerto Rico.

(2) The membership unit of each wing shall consist of the Wing Commander, the wing staff and other members of the wing so assigned by the Wing Commander.

(3) Each wing may be subdivided by the wing commander into groups, squadrons, and flights as prescribed by regulations.

d. Other Units. The establishment of special at-large units such as the Congressional Squadron and overseas units is authorized. Such units shall report to a designated representative of the National Commander.

SECTION 7
UNIT MEETINGS

7.1 A region or wing commander may call a meeting of the general membership or of a select number of members of the region or wing under his/her respective command for such times, at such places, and for such purposes as the commander shall determine.

7.2 Other unit commanders may call a meeting of the general membership or of a select number of members of the unit under their respective commands for such times, at such places, and for such purposes as the unit commander shall determine.

SECTION 8
UNIT FUNDS AND PROPERTY

8.1 All funds and property acquired by any unit of Civil Air Patrol in any manner and from whatever source shall be received in the name of "Civil Air Patrol" and shall become the property of the Corporation.

8.2 In the event of the deactivation of any unit, the funds and property of such deactivated unit shall be delivered to the wing commander who shall be responsible for assuring the equitable settlement of all accounts of the deactivated unit including any indebtedness.

8.3 All funds and property of Civil Air Patrol shall be administered and accounted for from time to time, as shall be prescribed by regulations. Each unit shall submit an annual financial and property report and shall submit its accounts for audit as prescribed by regulation.

SECTION 9
UNIT RECORDS

The National Headquarters and each unit of the Corporation shall maintain records as provided by regulations.

SECTION 10
CORPORATE OFFICERS

10.1 National Commander. The National Commander is the commander of Civil Air Patrol and serves as the Chief Executive Officer of the Corporation and is responsible for overall control of the organization. He/she will report directly to the Board of Governors, who will select, retain, evaluate performance and remove if necessary, in accordance with the Constitution. The National Commander shall:

a. In his/her capacity as Chief Executive Officer:

(1) Serve as a non-voting advisor to the Board of Governors.

(2) Lead the Corporation's overall direction and strategic planning efforts in conjunction with other leadership structures in CAP, and in conjunction with the Board of Governors.

(3) Ensure an effective and efficient organization maximizing both the volunteer structure and the services provided by National Headquarters.

(4) Identify ways to promote leadership capacity and development within the Corporation and its members.

(5) Recommend the annual budget to the Board of Governors and update the Board of Governors throughout the year.

(6) Ensure appropriate resources for Federal and State funding as well as private support.

b. In his/her capacity as National Commander:

(1) Serve as a member and preside over all meetings of the CAP Senior Advisory Group and CAP Command Council.

(2) Appoint and remove Region Commanders.

(3) Appoint the National Inspector General, who will be approved by and can only be removed by a majority vote of the Board of Governors.

(4) Appoint and remove the National staff members as needed, except for those positions as previously identified requiring Board of Governors approval/removal.

(5) Appoint such committees, advisory boards and staff as required by the nature of the office.

(6) Adopt and maintain regulations in accordance with Article XX of the Constitution.

(7) Manage the allocation and use of corporate assets for safety and efficiency in accordance with federal law, the Constitution and Bylaws, and Civil Air Patrol manuals and regulations; and

(8) Perform such other duties as the nature of the office may require.

10.2 National Vice Commander. The National Vice Commander shall:

a. Serve as a member of the CAP Senior Advisory Group and CAP Command Council;

b. Act as assistant to the National Commander, performing such duties as shall be directed by the National Commander; and

c. Focus his/her efforts on the daily mission of the volunteer force of Civil Air Patrol.

10.3 Chief Operating Officer. The Board of Governors shall contract the services of the Chief Operating Officer to:

a. Administratively report to the Board of Governors, but shall be under the operational direction of the Chief Executive Officer;

b. Serve as Executive Secretary to the Board of Governors and represent the Board of Governors at National Headquarters;

c. Administer the daily affairs of the Corporation;

d. Manage the Civil Air Patrol National Headquarters;

e. Hire, supervise and fire corporate staff within manning levels established by the Board of Governors, subject to the restrictions in the Constitution and these Bylaws;

f. Procure resources and manage corporate expenditures in accordance with corporate budget and in compliance with requirements associated with receipt of federal appropriated funds;

g. Advise the CAP Senior Advisory Group and the CAP Command Council; and

h. Perform such duties as the Board of Governors or the Chief Executive Officer shall direct.

10.4 General Counsel. The General Counsel shall:

a. Serve as the principal legal officer of the Corporation;

b. Serve as the Secretary of the Corporation;

c. Receive assistance from the volunteer Chief of the CAP Legal Corps as requested by the General Counsel; and

d. Perform other duties as the nature of the office may require or as directed by the Chief Executive Officer or the Chief Operating Officer.

10.5 Chief Financial Officer. The Chief Financial Officer shall:

a. Serve as Treasurer of the Corporation;

b. Serve as financial advisor to the Board of Governors, Board of Governors Audit Committee, the CAP National Commander/Chief Executive Officer, Chief Operating Officer and the CAP Senior Advisory Group;

c. Serve as Chairman of the National Finance Committee;

d. With the assistance of the National Finance Committee, prepare the annual corporate budget;

e. Perform an annual, independent audit of the accounts of the Civil Air Patrol in compliance with 36 USC 10101;

f. Prepare and submit financial reports for the Board of Governors, the Chief Executive Officer, and Chief Operating Officer as required by law;

g. Provide care and custody of Civil Air Patrol funds and investments; and

h. Perform other duties as the nature of the office may require or as directed by the Chief Executive Officer or the Chief Operating Officer.

SECTION 11
INDEMNIFICATION

11.1 Civil Air Patrol shall, subject to the conditions, provisions, and limitations established by Civil Air Patrol regulations, indemnify Civil Air Patrol members and employees designated by Civil Air Patrol regulation for liability arising from:

a. The expenses of any civil litigation to which they are made a party defendant; and,

b. Any settlement or civil judgment entered by a court of competent jurisdiction arising out of such litigation, if such claim or litigation arose as a result of their service to Civil Air Patrol, while a member of Civil Air Patrol.

SECTION 12
VOTING AT BOARD OF GOVERNORS
AND CAP SENIOR ADVISORY GROUP MEETINGS

12.1 Members of the Board of Governors may not vote by proxy. No Member may exercise more than one vote on any issue. The vote on any issue shall be by secret ballot if requested by a Member entitled to vote thereon. If a quorum is present when a vote is taken, the affirmative vote of a majority of Members present is the act of the Board of Governors.

12.2 Voting at the CAP Senior Advisory Group meetings shall be in person or by proxy. An officer eligible to vote at such meetings may appoint, in writing, a representative to serve as proxy. Any proxy authorization must be submitted to the National Commander prior to the opening of such meeting. No person may exercise more than one vote on any issue. If a quorum is present when a vote is taken, the

affirmative vote of a majority of the members present is the act of the CAP Senior Advisory Group. The vote on any issue shall be by secret ballot if requested by a member entitled to vote thereon.

12.3 A majority of the votes on any issue shall constitute a decisive vote, unless in those cases where a vote of two-thirds of the members vote is required by Constitution. An abstention does not constitute a vote.

SECTION 13
MEETINGS OF THE BOARD OF GOVERNORS, CAP SENIOR ADVISORY GROUP AND CAP COMMAND COUNCIL

13.1 The Board of Governors shall meet a minimum of three (3) times a year to perform its normal duties and responsibilities. Special meetings of the Board of Governors may be called by the Chairman of the Board of Governors for such times and at such places as the Chairman may determine or, upon written request to the Chairman by a majority of the Members of the Board of Governors.

13.2 Any or all BoG members may attend meetings in person or by video and/or audio conferencing or by other electronic means. By holding alternative meetings, the BoG does not lose its character as a deliberative assembly. An electronic meeting that is properly authorized is treated as though it were a meeting at which all the members who are participating are physically present together. A Member of the Board of Governors participating in a meeting by electronic means, except to protest on the record notice of such meeting, is deemed to be present in person at the meeting. The use of remote technology does not change the policy outlined in Section 12 above that only BoG members may participate and vote and should not be construed or used as a way to circumvent the prohibition against proxies.

13.3 Regular meetings of the Board of Governors may be held with twenty (20) calendar days' notice. Special meetings of the Board of Governors must be preceded by at least ten (10) calendar days' notice to each Member of the Board of Governors of the date, time, and place, and purpose, of the meeting. Other business not included in the notice shall not be transacted at a special meeting. A Member may at any time waive any notice required by this section. The waiver may be confirmed in writing or by electronic e-signature and shall be filed with the minutes or the corporate records. For the purpose of waiving notice of a meeting, receipt of a signature through a private key architecture document management system shall be sufficient to satisfy the requirements of waiving a meeting notice. A Member's attendance at or participation in a meeting waives any required notice of the meeting unless the Member at the meeting or prior to the vote on a matter not noticed objects to lack of notice and does not thereafter vote for or assent to the objected action..

13.4 Minutes of all meetings of the Board of Governors shall be signed by the Chairman, attested by the Executive Secretary, distributed to the Members of the Board of Governors in a timely manner but not later than forty-five (45) days from the meeting date. The meeting minutes shall include whether those members in attendance were physically present or present by electronic means. The Executive Secretary shall ensure timely approval of the minutes by the Board of Governors. All minutes shall be permanently kept at National Headquarters.

13.5 Any action required or permitted to be taken at a Board of Governors meeting may be taken without a meeting if the action is consented to by all Members of the Board of Governors. The action shall be evidenced by one or more written consents describing the action taken, signed by each Member, and shall be included in the minutes filed with the corporate records reflecting the action taken. Action taken under this section is effective when the last Member signs the consent, unless the consent specifies a

different effective date. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

13.6 The CAP Senior Advisory Group shall meet at least twice annually and may consider any business properly brought before it pursuant to Article X of the Constitution. Any or all members may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all members participating may simultaneously hear and speak with each other during the meeting. A member participating in a meeting by this means, except to protest on the record notice of such meeting, is deemed to be present in person at the meeting.

13.7 Meetings of the CAP Senior Advisory Group and CAP Command Council may be called by the National Commander for such times and at such places as the National Commander may determine or, upon written request to the National Commander, by a majority of the authorized positions of the CAP Senior Advisory Group or CAP Command Council.

13.8 Minutes of all meetings of the CAP Senior Advisory Group shall be signed by the presiding officer, normally the National Commander, attested by the Secretary, distributed to the members of the CAP Senior Advisory Group in a timely manner but, not later than forty-five (45) days from the meeting date. The secretary shall ensure timely approval of the minutes by the CAP Senior Advisory Group. All minutes shall be permanently kept at National Headquarters.

13.9 Any action required or permitted to be taken at a CAP Senior Advisory Group meeting may be taken without a meeting if the action is consented to by all members of the CAP Senior Advisory Group. The action shall be evidenced by one or more written consents describing the action taken, signed by each member of the CAP Senior Advisory Group, and shall be included in the minutes filed with the corporate records reflecting the action taken. Action taken under this section is effective when the last member of the CAP Senior Advisory Group signs the consent, unless the consent specifies a different effective date. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

13.10 The CAP Command Council will meet twice annually and focus on operational issues related to the CAP missions. Meetings will be used for the National Commander and staff to provide updates and discuss issues impacting the CAP mission. Continuing professional development may be accomplished during the CAP Command Council meetings.

13.11 All meetings of the Board of Governors and CAP Senior Advisory Group shall be held in accordance with Robert's Rules of Order unless otherwise provided in the Constitution or Bylaws or by act of that body as provided in Robert's Rules of Order.

13.12 It is the policy of CAP to allow for electronic meetings in accordance with appropriate provisions of the current version of Robert's Rules. CAP Bylaws Section 13.3 above applies for notification of regular and Special Call electronic meeting. Special Call electronic meetings are open within the capacity of the electronic media being utilized unless the meeting is being conducted in executive session. Minutes will be handled and processed in accordance with established CAP meeting process/procedure in this section.

SECTION 14
NATIONAL FINANCE COMMITTEE

14.1 The National Finance Committee shall be composed of the following:

a. The Chief Financial Officer who shall serve as Chairperson; and

b. Four (4) additional committee members appointed by the CEO

14.2 The National Finance Committee shall meet at least twice annually at such times and at such places as the Chairman of the National Finance Committee shall determine. Special meetings may be called by the Chairman of the National Finance Committee. Any or all members may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all members participating may simultaneously hear and speak with each other during the meeting. A member participating in a meeting by this means, except to protest on the record notice of such meeting, is deemed to be present in person at the meeting.

14.3 The National Finance Committee, through the Chief Financial Officer shall be responsible for advising the Board of Governors in the financial planning and supervision of all the funds and investments of Civil Air Patrol, and shall exercise supervisory accounting control over all funds of any unit of Civil Air Patrol.

14.4 The National Finance Committee shall consider any other business that may be properly brought before it.

SECTION 15
CANDIDATES FOR NATIONAL COMMANDER AND NATIONAL VICE COMMANDER

15.1 Following the call for nominations by the Board of Governors, individuals who meet the qualifications outlined in Article XIII of the Constitution and who wish to be considered for the office of National Commander may file a self-nomination with the Board of Governors Personnel Committee.

15.2 Following the call for nominations by the National Commander, individuals who meet the same qualifications as those outlined in Article XIII for the National Commander who wish to be considered for the office of National Vice Commander will apply by self-nomination to the National Commander.

SECTION 16
CAP NATIONAL ADVISORY COUNCIL

16.1 The CAP National Advisory Council shall be composed of all past National Board Chairmen and National Commanders.

16.2 The CAP National Advisory Council shall be available to the Board of Governors, the National Commander, the Chief Operating Officer, and to the CAP Senior Advisory Group for advice and counsel on Civil Air Patrol matters, and they may perform such other duties as the National Commander may consider proper.

SECTION 17
COMMITTEES OF THE BOARD OF GOVERNORS

17.1 The Board of Governors may create one or more committees of the Board of Governors and appoint Members of the Board of Governors to serve on them. Each committee shall have two or more Members, who serve at the pleasure of the Board of Governors. The creation of a committee and appointment of Members to it must be approved by a majority of all the Members in office when the action is taken.

17.2 Sections 12, 13, and 22, which govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Governors, apply to committees of the Board of Governors and their members as well, except that a quorum shall be a majority of the members of the committee.

SECTION 18
CONSTITUTION AND BYLAWS COMMITTEE

18.1 A National Constitution and Bylaws Committee is established which shall consist of the following members:

a. The General Counsel as Chairman, *ex officio.*

b. Chief, CAP Legal Officer Corps.

c. The CAP Chief of Personnel and Member Actions, *ex officio*.

d. Two (2) additional members appointed by the National Commander.

18.2 The Constitution and Bylaws Committee shall be responsible to review and make recommendations to the Board of Governors concerning any changes to the Constitution or Bylaws which are referred to it by the Board of Governors, CAP Senior Advisory Group, any member of the Board of Governors or CAP Senior Advisory Group, or by the Chief Operating Officer.

SECTION 19
OTHER NATIONAL COMMITTEES

19.1 The National Commander may appoint such committees as the business or affairs of the Civil Air Patrol may require. The National Commander shall appoint a chairman from among the members of the committee unless otherwise designated in these Bylaws.

19.2 Meetings of such committees shall be at such times and at such places as the chairman may determine.

19.3 If practicable, notice of such meetings should be given each member at least five (5) days prior to such meeting and such notice should outline as far as practicable the matters to be considered.

19.4 Committee reports shall be made available to the CAP Senior Advisory Group, the Chief Operating Officer, and members of the committee.

SECTION 20
ADVISORY COUNCILS

Region or Wing Advisory Councils may be established at the discretion of each respective commander. They shall be available to their commander for advice and counsel on Civil Air Patrol matters. They may perform such other duties as their commander may assign.

SECTION 21
NATIONAL HALL OF HONOR

21.1 As its highest honor and to recognize sustained outstanding service to Civil Air Patrol, theCAP Senior Advisory Group may confer a Life Membership or induct a member into the Hall of Honor.

21.2 The National Commander shall appoint the Chairman and at least four (4) other members to the Hall of Honor Committee.

21.3 A member is not eligible for nomination to the Hall of Honor while serving in any corporate office and for a period of two (2) years after leaving corporate office. A member may be inducted into the Hall of Honor upon recommendation of the Hall of Honor Committee on approval of the CAP Senior Advisory Group.

21.4 A permanent roll of the Hall of Honor shall be maintained and prominently displayed at National Headquarters and such other places deemed appropriate by the CAP Senior Advisory Group.

SECTION 22
QUORUM FOR MEETINGS

22.1 Seven (7) Members shall constitute a quorum at any regular or special meeting of the Board of Governors. The vote of a majority of the Board of Governors present at a time at which a quorum is present and entitled to vote on the issue shall be required for the adoption for any matter voted on by the Governors, except as specifically provided by these bylaws and except that in an absence of a quorum a lesser number may adjourn the meeting from time to time.

22.2 A majority of the authorized positions of the CAP Senior Advisory Group shall constitute a quorum of that body.

22.3 For all other boards, committees, and councils, a majority of the appointed members shall constitute a quorum.

SECTION 23
AUDITS AND INSPECTIONS BY USAF

The United States Air Force is authorized to make such audits and inspections of Civil Air Patrol accounts and activities as it may deem necessary.

SECTION 24
ANNUAL REPORT TO CONGRESS

The Civil Air Patrol shall have prepared during the current year a full and complete written report on all activities of Civil Air Patrol for the preceding year. This shall be known as the Annual Report to Congress required by 36 USC § 40307. Copies shall be provided to the President, all members of Congress, and such other persons as deemed appropriate.

SECTION 25
GENERAL STANDARDS OF CONDUCT FOR MEMBERS OF BOARD OF GOVERNORS

25.1 A Member of the Board of Governors shall discharge his/her duties as a Member of the Board of Governors, including his/her duties as a member of a committee:

a. In good faith;

b. With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and

c. In a manner the Member of the Board of Governors reasonably believes to be in the best interests of the corporation.

25.2 In discharging his/her duties, a Member of the Board of Governors is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

a. One or more officers or employees of the Corporation whom the Member of the Board of Governors reasonably believes to be reliable and competent in the matters presented;

b. Legal counsel, public accountants or other persons as to matters the Member of the Board of Governors reasonably believes are within the person's professional or expert competence; or

c. A committee of the Board of Governors or a committee of the CAP Senior Advisory Group of which the Member of the Board of Governors is not a member, as to matters within its jurisdiction, if the Member of the Board of Governors reasonably believes the committee merits confidence.

25.3 A Member of the Board of Governors is not acting in good faith if the Member of the Board of Governors has actual knowledge concerning the matter in question that makes reliance otherwise permitted by subsection 25.2 unwarranted.

25.4 A Member of the Board of Governors is not liable to the Corporation, or to any employee or member of Civil Air Patrol for any action taken or not taken as a Member of the Board of Governors, if the Member of the Board of Governors acted in compliance with this section.

25.5 A Member of the Board of Governors shall not be deemed to be a trustee with respect to the Corporation or with respect to any property held or administered by the Corporation, including without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

SECTION 26
MEMBER OF THE BOARD OF GOVERNORS CONFLICT OF INTEREST

26.1 A conflict of interest transaction is a transaction with the corporation in which a Member of the Board of Governors has a direct or indirect interest. A conflict of interest transaction is not voidable or the basis for imposing liability on the Member of the Board of Governors if the transaction was approved or ratified by the Board of Governors in accordance with the procedures outlined in this Section. A transaction in which a Member of the Board of Governors has a conflict of interest may be approved or ratified if the material facts of the transaction and the member's interest were disclosed at the time of the Board of Governors deliberation of the transaction.

26.2 For purposes of this section, a Member of the Board of Governors of the corporation has an indirect interest in a transaction if: (1) another entity in which the Member of the Board of Governors has a material interest or in which the Member of the Board of Governors is a general partner, is a party to the transaction or (2) another entity of which the Member of the Board of Governors is a director, officer, or trustee is a party to the transaction.

26.3 For purposes of this Section a conflict of interest transaction is authorized, approved, or ratified, if it receives the affirmative vote of a majority of the Members on the Board of Governors who have no direct or indirect interest in the transaction. If a majority of the members of the Board of Governors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this Section. A member of the Board of Governors with a direct or indirect interest in the transaction may not participate in deliberations or vote on this transaction.

SECTION 27
INDEMNIFICATION OF MEMBERS OF THE BOARD OF GOVERNORS

27.1 For purposes of this Section:

a. "Member of the Board of Governors" means an individual who is or was a Member of the Board of Governors, or an individual who, while a Member of the Board of Governors, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. A Member of the Board of Governors is considered to be serving an employee benefit plan at the Corporation's request if the Member of the Board of Governors' duties to the Corporation also impose duties on, or otherwise involve services by, the Member of the Board of Governors to the plan or to participants in or beneficiaries of the plan. "Member of the Board of Governors" includes, unless the context requires otherwise, the estate or personal representative of a Member of the Board of Governors.

b. "Expenses" include counsel fees;

c. "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses actually incurred with respect to a proceeding.

d. "Party" includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding; and

e. "Proceeding" means any threatened, pending, or completed action, suit or proceeding whether civil, criminal, administrative, or investigative and whether formal or informal.

27.2 Except as provided in Section 27.5, Civil Air Patrol shall defend and indemnify an individual made a party to a proceeding because the individual is or was a Member of the Board of Governors against liability incurred in the proceeding if the individual:

a. Conducted himself or herself in good faith; and

b. Reasonably believed:

(1) In the case of conduct in his/her official capacity with the Corporation, that his/her conduct was in its best interests; and

(2) In all other cases, that his/her conduct was at least not opposed to the Corporation's best interests; and

(3) In the case of any criminal proceeding had no reasonable cause to believe his/her conduct was unlawful.

27.3 A Member of the Board of Governors' conduct with respect to an employee benefit plan for a purpose the Member of the Board of Governors reasonably believed to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirements of subsection 27.2.b.2.

27.4 The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Member of the Board of Governors did not meet the standard of conduct described in this Section.

27.5 Civil Air Patrol may not indemnify a Member of the Board of Governors under this section:

a. In connection with a proceeding by or in the right of the Corporation in which the Member of the Board of Governors was adjudged liable to the Corporation; or

b. In connection with any other proceeding charging improper personal benefit to the Member of the Board of Governors, whether or not involving action in his/her official capacity, in which the Member of the Board of Governors was adjudged liable on the basis that personal benefit was improperly received by the Member of the Board of Governors, or in connection with a transaction in which the Member of the Board of Governors failed to disclose a conflict of interest.

27.6 Defense and/or indemnification permitted under this Section in connection with a proceeding by or in the right of the Corporation are limited to reasonable expenses incurred in connection with the proceeding.

27.7 Civil Air Patrol shall indemnify a Member of the Board of Governors who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or

she is or was a Member of the Board of Governors against reasonable expenses actually incurred by the Member of the Board of Governors in connection with the proceeding.

27.8 Civil Air Patrol may pay for or reimburse the reasonable expenses incurred by a Member of the Board of Governors who is a party to a proceeding in advance of final disposition of the proceeding if:

a. The Member of the Board of Governors furnishes the Corporation a written affirmation of his/her good faith belief that he or she has met the standard of conduct described in Section 27.2;

b. The Member of the Board of Governors furnishes the Corporation a written undertaking, executed personally or on his/her behalf, to repay the advance if it is ultimately determined that he/she did not meet the standard of conduct; and

c. A determination is made that the facts then known to those making the determination would not preclude indemnification under Section 27.

d. The undertaking required by subsection 27.7.b. must be an unlimited general obligation of the Member of the Board of Governors but need not be secured and may be accepted without reference to financial ability to make repayment.

e. Determinations and authorizations of payments under this Section shall be made in the manner specified in Section 27.8.

27.9 Civil Air Patrol may not indemnify a Member of the Board of Governors unless authorized in the specific case after a determination has been made that indemnification of the Member of the Board of Governors is permissible in the circumstances because the Member of the Board of Governors has met the standard of conduct set forth in Section 27.2.

a. The determination shall be made:

(1) By the Board of Governors by majority vote of a quorum consisting of Members of the Board of Governors not at the time parties to the proceeding;

(2) If a quorum cannot be obtained under Subsection 27.8.a.1, by majority vote of a committee duly designated by the Board of Governors (in which designated Members of the Board of Governors who are parties may participate), consisting solely of two (2) or more Members of the Board of Governors not at the time parties to the proceeding;

(3) By special legal counsel hired by the Board of Governors solely for the purpose of making the determination; and

(a) Selected by the Board of Governors or its committee in the manner prescribed in subsection 27.8.a.1 or 2; or

(b) If a quorum of the Board of Governors cannot be obtained under subsection 27.8.a.1 and a committee cannot be designated under subsection 27.8.a.2, selected by majority vote of the full Board of Governors (in which selection Members of the Board of Governors who are parties may participate).

b. Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under subsection 27.8.a.3 to select counsel.

SUMMARY OF CHANGES

January 2021

Article IX, para a, added "of chief master sergeant or officer grade"

Para c, placed "or" after "chief of staff", added "or command chief"

June 2020

Article VIII, paragraph 9 added to revise and consolidate BoG term and extension guidance. Article XVI, paragraphs 4-8 renumbered/added/revised to provide more guidance to the MARP.

August 2019

Article VIII, paragraph 8.b. is amended to provide additional clarification regarding the protocol procedures that are to be followed for the removal and replacement of BOG members.

October 2018

Article VIII is amended to add para 8 pertaining to the removal of Board members for cause. Article IX, para e, is deleted and incorporated into Article VIII.

August 2016

Article X, para 1g. Changed from "The CAP Command Chief Master Sergeant as a non-voting member, ex officio" to "Such advisors as the National Commander may appoint as non-voting members.".

Changed Section 14 of the Bylaws, para 14.1b changed to read "Four (4) additional committee members appointed by the CEO."

Changed Section 27, para 27.2, from "may indemnify" to "shall defend and indemnify".

December 2014

Replaced the words "Chief of Staff" with "National Executive Officer" in the following paragraphs: Article IX, para c(1), Article X, para 1c and Article XI, para 2c.

Section 6, Bylaws, para 6.3d, changed reporting of special units from "directly to National Headquarters through the Chief of Staff" to "a designated representative of the National Commander."

August 2014

Change to Article XVI, removed the words "group, squadron or flight" from the list of removal from command positions that could be appealed to the MARP.

April 2014

Changes were made to Section 13 and subparagraphs on meeting attendance. Paragraph 13.12 was added.

Article IX-B (Governor Emeritus) was added.

August 2013

Changed Article X, paragraph 1 – added subparagraph g to making the CAP CMSgt a member of the CSAG. Also changed Article VIII, para 2, adding the CAP-USAF commander as an advisor the Board of Governors, ex officio.

October 2012

Revised in entirety.

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

Rafael A. Robles
General Counsel, Civil Air Patrol
105 S Hansell St., Building 714
Maxwell AFB, AL 36112-5937
Telephone: 334-953-9221
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RE: CERTIFICATE OF AUTHORIZATION

Be it known that pursuant to the Civil Air Patrol Constitution and Bylaws, Section 10.10 Mr. John W. Desmarais, Sr. is the duly appointed Chief Operating Officer for this organization who administers all the daily affairs of the Congressionally Chartered Corporation with full authority to sign documentation on behalf of the Civil Air Patrol.

Given this 8th day of June 2023 at Maxwell AFB, Montgomery Alabama.

Respectfully,

Rafael A. Robles
General Counsel

Rafael A. Robles, CAP General Counsel and Secretary of the Corporation

CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

AssuredPartners Aerospace
4582 S. Ulster St, #600
Denver, CO 80237

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED

Civil Air Patrol
General Counsel
105 South Hansell St., Building 714
Maxwell AFB AL 36112

INSURER(S) AFFORDING COVERAGE	%	NAIC #
INSURER A : Old Republic Insurance Company	50	24147
INSURER B : Starr Indemnity & Liability Company	50	38318
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

AIRPORT & FBO LIABILITY COVERAGES **CERTIFICATE NUMBER:** 74860552 **REVISION NUMBER:**

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y / N)	SUBROGATION WAIVED? (Y / N)
A	AV 048517 20	10/1/2022	10/1/2023	N	N

COVERAGE		OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
PREMISES LIABILITY				$ $10,000,000	BI EA PER EA OCC	$	PD
PREMISES MEDICAL PAYMENTS				$25,000	EA PER	$	EA OCC
PRODUCTS LIABILITY		SALE OF FUEL & OIL EXTENDED		$ $10,000,000	BI EA PER EA OCC	$ 10,000,000	AGGR
COMPLETED OPERATIONS LIABILITY		EXTENDED		$ $10,000,000	BI EA PER EA OCC	$ 10,000,000	AGGR
HANGARKEEPERS LEGAL LIABILITY		INCLUDING TAXI IN FLIGHT		$	EA AIRCRAFT	$ 10,000,000	EA OCC
FIRE LEGAL LIABILITY				$10,000,000	ANY ONE FIRE		
PERSONAL INJURY LIABILITY				$10,000,000	EA OCC	$ 10,000,000	AGGR
ADVERTISING LIABILITY				$10,000,000	EA OCC	$ 10,000,000	AGGR
CONTRACTUAL LIABILITY	✓	INCLUDED	EXCLUDED				

COVERAGE CODE	COVERAGE DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
	EXCESS AUTO		$3,000,000	EXCESS OF	$ 2,000,000	PRIMARY
	EXCESS EMPLOYER		$3,000,000	EXCESS OF	$ 1,000,000	PRIMARY
	IND CONTRACTORS		$10,000,000	EA OCC	$ 10,000,000	AGGREGATE
			$		$	
			$		$	
			$		$	

DESCRIPTION OF OPERATIONS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as additional insured but only with respects operations of the Named Insured. Certificate Holder is not covered for claims arising out of their liability as a manufacturer, seller, handler, distributor or service facility of any product or service sold, handled, distributed or provided.

CERTIFICATE HOLDER

New Hampshire Department of Natural and Cultural Resources
172 Pembroke Road
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kerin Dodd

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