



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		March 24, 2014		
Department:		Emergency Management		
Department Head		Ronald P. Timmons		
Agenda Coordinator (include phone #): Felecia Autrey 972-769-4819				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Agreement for Mutual Aid by, between, and among the North Central Texas Participating Local Governments and/or Public/Political Sub-Divisions located within the State of Texas acting by and through their respective duly authorized officials for the purpose of sharing available resources, personnel, and equipment in the event of an emergency or disaster in accordance with the terms and conditions of the Agreement; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2013-2014	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Approving the terms and conditions of an Agreement for Mutual Aid by, between, and among the North Central Texas Participating Local Governments and/or Public/Political Sub-Divisions located within the State of Texas for the purpose of sharing available resources, personnel, and equipment in the event of an emergency or disaster relates to the City's Goal of a Financially Strong City with Service Excellence and a Safe Large City.				
SUMMARY OF ITEM				
Staff requests Council approval of an Agreement of Mutual Aid between the City of Plano and the North Central Texas Participating Local Governments and/or Public/Political Sub-Divisions located within the State of Texas for the purpose of sharing available resources, personnel, and equipment in the event of an emergency or disaster in accordance with the terms and conditions of the Agreement. (City of Plano Tracking #2014-178-I)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution and Mutual Aid Agreement				

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Agreement for Mutual Aid by, between, and among the North Central Texas Participating Local Governments and/or Public/Political Sub-Divisions located within the State of Texas acting by and through their respective duly authorized officials for the purpose of sharing available resources, personnel, and equipment in the event of an emergency or disaster in accordance with the terms and conditions of the Agreement; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the Texas Disaster Act of 1975 as amended, Chapter 418 of the Texas Government Code including the Texas Statewide Mutual Aid System established by Subchapter E-1, and any amendments to those authorities authorize governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the local governmental entities desire to establish a North Central Texas Public Works Mutual Aid Agreement to share available resources, personnel and equipment between the parties in the event of an emergency or disaster, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Agreement”); and

WHEREAS, upon full review and consideration of the Agreement, and matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 24th day of March, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

This mutual aid agreement (“Agreement”) is entered into by, between, and among the North Central Texas Participating Local Governments and/or Public/Political Sub-Divisions located within the State of Texas acting by and through their respective duly authorized officials. The undersigned Participating Local Governments and/or Public/Political Sub-Divisions of the State of Texas adopting this Agreement upon formal action of their respective governing bodies as provided herein are referred to in this Agreement individually as “Party” and collectively as “Parties.” By signing this document and sending it to the Public Works Emergency Response Team (“PWERT”), at an address maintained by the North Central Texas Council of Governments (“NCTCOG”), each participating Local Government and/or Public/Political Sub-Division has indicated that it consents to be a party to this Agreement, and acknowledges that it is not necessary to receive copies of the Agreement from other Parties.

RECITALS

WHEREAS, the Parties recognize the vulnerability of the people and communities located within local governments and public subdivisions to damage, injury, and loss of life and property resulting from emergencies, disasters or civil emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual Party; and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an emergency, disaster or civil emergency or public works emergency; and

WHEREAS, the Parties that wish to make suitable arrangements to provide Mutual Aid are so authorized, and make this Agreement pursuant to all governmental power inherent in home rule and other municipalities and all statutory authority, including, but not limited to, the Interlocal Cooperation Act, (Chapter 791 of the Texas Government Code); the Texas Disaster Act of 1975 as amended, (Chapter 418 of the Texas Government Code including the Texas Statewide Mutual Aid System established by Subchapter E-1), and any amendments to those authorities, and any other authority that may be provided for in the constitution or laws of the State of Texas;

WHEREAS, it is understood that the creation of this Agreement and the Texas Statewide Mutual Aid System under Chapter 418 E-1 of the Texas Government Code does not replace or supersede existing mutual aid agreements to which one or more Parties may be signatories, or interfere with the ability of any Party or Parties to enter into other mutual aid agreements in the future. It is understood that if an agreement is entered into by governmental entities or municipalities requesting resources, then the terms of that agreement control the rights and responsibilities of the participating parties to the extent the agreement provides terms that differ from the Texas Statewide Mutual Aid System.

WHEREAS, it is expressly understood that any Mutual Aid extended under this Agreement and any operational plan adopted pursuant thereto, is furnished in accordance with the Texas Disaster Act of 1975, as amended, and other applicable laws and except as otherwise provided by law, that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid Plans;

NOW, THEREFORE, the Parties agree as follows:

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Section 1: Incorporation: The above recitals and statements are incorporated as if written word for word below.

Section 2: Purpose: This Agreement is hereby established to provide planning and operating procedures whereby public works-related Agencies may request aid and assistance in the form of personnel, equipment, materials and/or other associated services from other public works-related Agencies. This Agreement allows for better coordination of efforts, identifies available resources and helps ensure that timely aid can be provided.

Section 3: Definitions

- A. "Agency" means any municipal public works agency, township road district, county highway department, or any Public/Political sub-division that performs a public works function and is a signatory to this Agreement.
- B. "Administrative Agency" means the entity designated by the Parties to be responsible for maintaining the documents associated with this Agreement including distributing Point of Contact and Resource Inventory information.
- C. "Assisting Party" or "Responding Party" means the agency or organization which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.
- D. "Civil Emergency" means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
- E. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, wind, storm, wave action, winter storm, biological or health hazard, dam or levee break, drought, explosion, riot, act of terrorism and other public calamity requiring emergency action or requiring homeland security activity (as that term is defined in Chapter 421 of the Texas Government Code and this Agreement) that is, or is likely to be beyond the control of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement, which must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.
- F. "Emergency" means any occurrence or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.
- G. "Homeland security activity" means any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency.
- H. "Mutual Aid" means providing resources such as personnel, equipment, services and supplies. These resources support typical public works missions or tasks including but not limited to: removal of debris, restoration of water/wastewater operations, flood control, infrastructure system repairs, standby power, and damage assessment.
- I. "National Incident Management System (NIMS)" means the system established by Presidential directive that provides a consistent nationwide approach allowing federal, state, local and tribal governments (as well as private sector and nongovernmental organizations) to work together to manage civil emergencies, emergencies and disasters of all kinds.

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MUTUAL AID AGREEMENT**

- J. "Operational Period" shall mean a period of time beginning at the time of the request for Mutual Aid and lasting no longer than thirty-six (36) hours. Typically assistance will be given in twelve (12) hour shifts for operational efficiency. It is the intention of this Agreement that Mutual Aid be provided in the initial response to the emergency and not as part of long term recovery operations. If assistance is requested beyond the initial 36 hours, then the requesting agency must work with the responding agency directly and put in place a mutually agreeable contract (including payment arrangements) for services rendered. It is also understood that any agency responding under this Agreement will not receive any reimbursement for mutual aid assistance up to and including the first thirty-six (36) hours, even if the event becomes a Presidentially declared emergency. After the first thirty-six (36) hours, repayment shall be provided. It is also understood that any Agency may decline to assist or recall their mutual aid at any time and for any reason.
- K. "Point of Contact" means a person and/or an Agency's department or office serving as the coordinator or focal point of information dealing with public works emergency response activities.
- L. "Public Works Emergency Response Team" (PWERT) means a working group of Public Works Officials representing their Agencies, whose mission is to develop and maintain a regional network of public works-related Agencies. PWERT's principal purpose is to provide mutual aid response and recovery assistance to signatories of this Agreement when confronted with natural or man-made emergencies or disasters. PWERT is designated as the Administrative Agency to manage this Agreement.
- M. "Requesting Party" means the Agency or organization receiving aid and assistance from an Assisting Party.
- N. Public/Political Sub-Division means a basic level of independent local government or quasi-government authorized by Section 52 of the Texas Constitution that typically has a specific or limited purpose, including without limitation, Dallas Fort Worth International Airport, Toll Authorities, independent school districts, water or wastewater districts and improvement and economic development districts. These subdivisions exist separately from general purpose local governments such as counties, cities or townships.

Section 4: Term

This Agreement shall become effective as to each Party on date of adoption as indicated on the signature page for each Party and shall continue in force and remaining binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 5 of this Agreement. Any Party or Parties' termination shall not affect the continued operation of this Agreement between and among the remaining Parties.

Section 5: Termination

Any Party may at any time, by resolution or notice given to all the other Parties, decline to participate in the provision of Mutual Aid under this Agreement. The Governing Body of a Party shall, by resolution, give notice of termination under this Agreement and submit a copy of such resolution to the Administrative Agency and all other Parties. Such termination shall become effective thirty (30) days

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MUTUAL AID AGREEMENT**

after provision of such notice. Any Party or Parties' termination shall not affect the continued operation of this Agreement as between the remaining Parties.

Section 6: Responsibility of Parties

Provision of Aid: Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time for any reason, or to recall aid that has been deployed at any time.

Section 7: Request for Assistance: The request for assistance will:

- A. Be made only after a declaration of local disaster has been issued by a Requesting Party pursuant to Section 418.108, Texas Government Code or after a proclamation of a state of emergency has been proclaimed by a Requesting Party pursuant to Section 433.001, Texas Government Code, or
- B. Be made only without a declaration of local disaster or proclamation of a state of emergency if the Requesting Party expects to use the requested resource(s) for less than one Operational Period or if a declaration of emergency is expected to be issued during the first Operational Period.
- C. Be made by the highest ranking authority of Requesting Party available at the time of need,
- D. Be made to the highest ranking authority of the Responding Party available at the time of need, and
- E. Specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Section 8: Procedures for Requests and Provision of Mutual Aid: See Attachment 1

Section 9: Cost Limitation

A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during the first Operational Period as defined in Section 3 of this Agreement. A Requesting Party shall be required to reimburse a Responding Party for costs incurred after the first Operational Period.

Section 10: Expending Funds:

A Responding Party that performs services or furnishes aid pursuant to this Agreement shall do so with their own current funds. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

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Section 11: Insurance

- A. Worker's Compensation Coverage: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.
- B. Automobile Liability Coverage: Each Party shall be responsible for its own actions and is responsible for complying with all Texas motor vehicle financial responsibility laws.
- C. To the extent permitted by law, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each party agrees to obtain general liability and public officials' liability insurance, if applicable, or maintain a comparable self-insurance program.

Section 12: Miscellaneous

- A. Entirety: This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency, Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 12(E) below, and expressly excepting prior agreements concerning mutual aid pursuant to Recital 4, above, and Section 12(B), below.
- B. Other Mutual Aid Agreements: This Agreement is not intended to replace or conflict with - local mutual aid agreements for other emergency response needs such as fire and police or for any other purposes.
- C. Severability: If a provision contained in this Agreement is determined to be invalid for any reason by a court of competent jurisdiction, the invalidity does not affect any other provision of the Agreement that can be given effect without the invalid provision, and to this end the provisions of the Agreement are severable.
- D. Validity and Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made as part of the Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirement of the limitations, and so modified, this Agreement shall continue in full force and affect.
- E. Amendment: This Agreement may be amended only by the mutual written consent of the Parties.
- F. Governing Law and Venue: The Laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event of an Emergency or Disaster physically occurring in more than one county that is a Party thereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure and other applicable Texas law.
- G. Signatories: The PWERT shall be the official repository of original pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of their own originally signed document with an additional individual signature page

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from their Agency to be filed with the PWERT under this Agreement. PWERT will maintain contact information of all Parties and provide for a means of communication whenever there is a need to call for mutual aid. This Agreement may be signed in multiple copies, and it is only necessary for the agencies to notify the PWERT and keep them informed of the contact information.

- H. PWERT – the Administrative Agency, managing this agreement, provides for one membership seat for each participating agency and one alternate seat. The primary seat should be held by a Public Works Official or designee. The alternate seat should be held by a member of the jurisdiction of the Emergency Management Division or designee. The jurisdiction is not required to fill the seats, but, it is strongly recommended, in order to receive information and training for emergency response.

EXECUTED this _____ day of _____, 2014

_____, Texas

By: _____
Printed Name: _____
Title: _____

**PROCEDURES TO USE FOR THE NORTH CENTRAL TEXAS
PUBLIC WORKS MUTUAL AID AGREEMENT**

Here are the suggested steps for your agency to follow when using the Agreement. Generally if the Emergency Operations Center for your city is activated follow the incident command system and associated communications operations plan to request resources

1. Requesting Agency Steps to Follow:

- A. Assess the situation and determine the resources needed.
- B. Fill out the REQUESTING AGENCY Checklist (Form 1).
- C. Locate agencies included in the agreement **OR** Contact the Public Works Emergency Response Team (PWERT) standby point of contact for assistance to complete the remaining steps.
- D. Call one or more agencies that may have the resources you need.
- E. Fill out a REQUESTING AGENCY MUTUAL AID INFORMATION Form (Form 2).
- F. Send copy of the form to the RESPONDING AGENCY as soon as possible.

2. Responding Agency Steps to Follow:

- A. Make sure you can fulfill the request before providing an answer. Notes: 1) obtain required local authority to deploy the resources 2) providing assistance is voluntary and an agency is not required to fulfill the request if you determine the resources are critical to your operational needs.
- B. Analyze the risk level of the request.
- C. Complete the RESPONDING AGENCY Checklist (Form 3) with the information given by the REQUESTING AGENCY.
- D. Brief your employees and prepare the equipment.
- E. Complete the Employee & Equipment Information Form (Form 4). Provide copies to your responding staff and to the REQUESTING AGENCY.
- F. Dispatch staff to the REQUESTING AGENCY for assistance.

3. Supervision and Control: The responding personnel, equipment and other resources will be under the operational control of the Requesting Agency. These response operations shall be NIMS compliant as well as organized and functioning within an Incident Command System (ICS), Unified Control System (UCS). Direct supervision and control of responding agency's resources shall remain with their designated supervisor(s). The designated supervisor(s) shall: maintain personnel time records, material records and a log of equipment hours and report work progress to the Requesting Agency. The Responding agency's personnel and other resources remain subject to recall by the Responding Agency's authority at any time, subject to reasonable notice to the Requesting Agency.

4. Food, Housing and Self Sufficiency: Unless specifically instructed otherwise, the Responding agency will have the ability to be self-sufficient as practicable from the time of arrival to their designated staging area location to the time of their arrival back at the responding agency's home department. However, the requesting agency may need to provide resources for tasks extending normal supplies. For example, if the required tasks require significant mobile activities and fuel, the Requesting agency should be prepared to augment their gas/diesel supplies.

**PROCEDURES TO USE FOR THE NORTH CENTRAL TEXAS
PUBLIC WORKS MUTUAL AID AGREEMENT**

5. Communications: Unless specifically instructed otherwise, the Requesting Agency shall have the responsibility for coordinating communications between the personnel of the Responding Agency and the Requesting Agency. Responding Agency should be prepared to furnish their own internal communications equipment sufficient to only maintain communications among their respective operating units.

REQUESTING AGENCY CHECKLIST FORM 1

What is the Need?

- _____ Be sure a real need exists. The North Central Texas Mutual Aid Agreement is only to be activated for bona fide emergencies.
- _____ What is the nature of the emergency? What can a responding agency help repair or service?
- _____ Identify the type of equipment, material and skilled employees are needed as best you can. If possible use the FEMA Resource Typing (Ref: FEMA 508-7 Public Works Resources)
- _____ How long may they be needed? Will responding agency employees work independently or with one of your supervisors?
- _____ For longer duration support: Where will the Responding Agency employees eat, sleep, shower?
Are you contacting Red Cross for meal support? What facilities/motels are available for Responding Agency employees?
- _____ Are there any arrangements for refueling and repair of equipment?
- _____ Identify a staging area. Where will Responding Agency employees meet your Agency Supervisor for initial briefing and assigned work? Provide supervisor contact information including phone numbers, locations and times to meet and report.

Who can Help?

- _____ Review list of Public Works Emergency Response Team (PWERT) Mutual Aid Agencies and identify agencies not affected by the emergency.
- _____ Contact your local Designated Emergency Management for communication support if needed.
- _____ Or Call the Agency directly. Send written request soonest.
 - _____ Identify yourself and your agency.
 - _____ Fill out a Requesting Agency Mutual Aid Information Form 2
 - _____ Advise the Responding Agency on weather, road conditions and known transportation risks.
 - _____ How soon is the aid needed? Is the work time sensitive?
 - _____ Provide Responding Agency information needed from *What is the Need* Checklist above.

Briefing

- _____ Meet with Responding Agency's Supervisor(s) to discuss how staff will be used.

REQUESTING AGENCY CHECKLIST FORM 1

- _____ Ensure Points of Contact are provided to Responding Agency's Supervisor to deal with issues and concerns.
- _____ Provide map(s) for safe routes to work location and designated work area.
- _____ Review standards and expected outcomes for the type of work tasked.
- _____ Establish a communication plan.

**MUTUAL AID INFORMATION FORM 2
REQUESTING AGENCY**

Date/Time:

Requesting Agency:

Name/Title Contact:

Phone Number/Fax Number:

Type of Emergency:

Estimated Duration Assistance will be required:

Assistance Requested (be as specific as possible)

Technical Assistance (for damage assessment, etc)

Equipment (for debris management operations, traffic control, communications, power, etc.)

Materials (shoring, lumber, rock etc)

RESPONDING AGENCY CHECKLIST FORM 3

Date: _____ Time: _____

Requesting Agency: _____

Name/Title Contact: _____

Phone Number: _____ Fax Number: _____

Type of Emergency: _____

Estimated Duration Assistance will be needed: _____

Review Mutual Aid Information Form 2

Clarify Need

- ___ Review types of damage and what Responding Agency employees can expect to deal with (safety, risk/hazards, weather, etc).
- ___ Review/validate types of equipment, materials and number/skills of employees that will be deployed
- ___ Confirm how long employees will be provided. Is/are relief crew(s) required or prepared?
- ___ Identify a communications plan for internal crews and linkage with Requesting Agency.
- ___ How will responding affect your agency's current operations? What are the limiting factors?
- ___ If night work: is mobile lighting available?

Preparations

- ___ Identify your responding employees. Ensure they are briefed on their type of tasking and expected duration of support.
 - ___ Identify supervisory chain of command for responders.
 - ___ Review emergency operations procedures and required record-keeping documentation.
 - ___ Complete an inventory of tools and equipment. Inspect vehicles and ensure all are fueled. Provide communication equipment (radios, phones) as required.
 - ___ Set up reporting/status update schedule to home base.
 - ___ Ensure purchasing and/or gas card(s) are available for required support.
 - ___ Ensure sufficient food and water available as determined with Requesting Agency.
-

EMPLOYEE AND EQUIPMENT INFORMATION FORM 4
Responding Agency

Agency: _____ Date: _____

Supervisor of Crew: _____

Communication Equipment/Phone Numbers: _____

Report Time: _____ Report Date: _____

Report to: _____ Area Assigned: _____

Type of Assistance Provided (Use FEMA Type of Resources Format if possible):

Supervisor & Crew Employees:

Technical Assistance

Equipment

