First of all, I would very much like to thank the Southeastern Minnesota League of Municipalities and executive director Brenda Johnson, for the opportunity to come speak tonight. I have been in the public works profession for X years and building strong partnerships between municipalities is something I am very passionate about. I have been asked to speak about the statewide public works mutual aid pact and equipment loan agreement this evening but before focusing on that, I wanted to provide you all with some context for how the documents came to be.

One of the things that I am most proud of in the public works profession is that public works staff are behind the scenes, can-do, type people. Give us a problem and we will find a way to solve it using our ingenuity, skills, and professional network. For so long, public works professionals have relied on sharing equipment, materials, and know-how between municipalities so we can get the job done. And while that system has worked great and continues to do so, it is not the best, or I would submit to you the right, way to do it. A challenge we have in public works is that what we have done for so long has worked. I realize the mentality of “if it ain’t broke, don’t fix it” with all the challenges that we face. But just because it is not broken should not stop us from trying to be better and serve our residents more responsibly. It is with that mindset that a group of public works professionals sought out to develop these documents.

The intent of the public works mutual aid pact is to handle all the legal/administrative side of sharing staff, joint projects, joint trainings and all the other cooperative work that we already do on a regular basis. The reality is, we know we are not going to stop doing this handshake type work on a regular basis, but we should have our legal basis covered. So with this agreement there are no fixed membership costs. The municipality that needs assistance can directly request whatever they need from another municipality (assuming they are both party to the agreement). There is no third party, there is no need to take any additional formal action, just make the call. For the party that the request is made of, if they can send resources great but they are not obligated to. And even if they do send resources, should something happen they can recall their resources at any time. So what are some examples of how this agreement could be used? If two communities both have street mill and overlay projects and they want to combine their forces for hauling millings and asphalt, this agreement could cover that type of work. Or if communities need to haul some snow in the winter, again they could all team up and work together and be covered. The point is simply this: this agreement is meant for the day to day partnerships that we have. Yes, it will also cover during emergency situations. But I am a huge believer in you fight like you train. So if we use the day to day work that we do together as a way to train for an emergency response, then we will be better prepared for when disaster arrives.

A couple of other key notes on mutual aid pact are that there is no grace period for costs. So if a municipality requests assistance, the billing clock starts immediately. That said, the agreement explicitly says that “charges *may* be levied”, but there is no requirement that an invoice be sent. The reason for this is that in some situations it may make sense for a bill to be sent, but in others there may not be. So this agreement only establishes when the billing clock starts. The final key note is that each municipality is responsible for their own personnel for workers-comp related claims.

Again, and Mark Ray wanted me to hammer this point hard: The point of this agreement is to provide the legal coverage for most of the mutual aid stuff you are probably already doing. This is intended for the everyday work, but by design, is also intended to cover everyone during emergencies.

Now the original intent was for this public works mutual aid pact to be all inclusive. However, in talking about potential situations that could arise, one issue identified is when only a piece of equipment is sent from one municipality to another, which is really more of an equipment loan, and not mutual aid. If you go to your local hardware store and rent a generator, everyone calls that a rental and not mutual aid. To deal with this situation, we developed this statewide equipment loan agreement. The most important thing to note about this agreement, is that both parties must already be signatories on the public works mutual aid pact. That helped us streamline some of the legalese in the document.

With the equipment loan agreement there is no cost to be a member, the value of the equipment must be less than $500,000 and this value is determined by the equipment owner. Similar to the mutual aid pact, the requesting party makes a direct request of the specific equipment from the sending party. The sending party is not obligated to send the equipment, and if they do, should something happen, they can recall it at any time. The only three things that have to be worked out between the two parties are:

1) What is the equipment to be loaned

2) How long it will be loaned out and

3) How much (if any) the borrowing party will pay the sending party. Again, there is no obligation to charge but there is a method if desired.

An example of how this agreement could be used is if one municipality has a single axle truck go down, they could loan one from the neighboring community until the repairs are made. Or, if a generator is needed for whatever reason (special event or otherwise), this agreement could be used.

This public works mutual aid pact and equipment loan agreement was developed by public works professionals for public works professionals. We tailored this to meet our everyday needs, as well as be there when disaster happens. We do great things together as municipalities, and these agreements address some of the legal components that we have neglected, at our own risk, for too long.

I very much appreciate your time and attention this evening. I look forward to working with you all and would be happy to address questions you have.