



Marty Kelly
Goodhue County Sheriff

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October 14, 2026

To: Honorable Board of Commissioners

From: Marty Kelly, Sheriff

Re: Request for Approval of Temporary Emergency Management Deputy Director Contract

Dear Honorable Board of Commissioners,

I am requesting consideration and approval of a temporary employment contract to bring Mallore McCarty, former Goodhue County Emergency Management Deputy Director, back to the County for two days to assist with the upcoming Hostile Action Based (HAB) Radiological Emergency Preparedness exercise scheduled for December 8, 2026.

Mallore served as Goodhue County's Emergency Management Deputy Director for nearly three years before accepting a position with Brown County, Wisconsin, and leaving Goodhue County at the end of August 2026. During her tenure, she played a significant role in Emergency Management operations, particularly in planning and preparing for this specialized exercise.

Background and Operational Need

Preparation for the HAB exercise began in the summer of 2025, more than a year before the originally scheduled FEMA evaluation in July 2026. The HAB exercise occurs once every eight years and requires nearly twice the staffing of a typical Radiological Emergency Preparedness (REP) exercise. Because of the scenario's complexity, the number of personnel required, and the coordination needed among participating agencies, preparation is extensive and requires specialized knowledge of established plans, procedures, and operational responsibilities.

During the planning period, Goodhue County conducted training sessions, smaller exercises, and a full-scale exercise in June 2026 in coordination with the State of Minnesota, Dakota County, and Pierce County, Wisconsin. The FEMA-evaluated exercise was subsequently postponed when the State of Minnesota needed to focus resources on

OFFICE OF THE GOODHUE COUNTY SHERIFF

ADULT DETENTION
CENTER
651.267.2804

CIVIL DIVISION
651.267.2601

RECORDS DIVISION
651-267-2600

EMERGENCY
MANAGEMENT
651.267.2639

EMERGENCY
COMMUNICATIONS
651.385.3155

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wildfire response in the Boundary Waters Canoe Area Wilderness. The exercise has been rescheduled for December 8, 2026.

Since Malloreë's departure, Goodhue County has posted the Deputy Director position and extended a conditional offer to a new candidate. Although we anticipate the new employee will begin sometime in November, we have not yet established a firm start date. Regardless of the start date, the new employee will have limited time to become familiar with the County's REP program and the extensive planning and preparation already completed for this exercise.

Justification for Temporary Contract

The primary reason for this request is the HAB exercise's unique nature and staffing demands. The exercise requires nearly twice the staffing of a typical REP exercise, and many of our personnel are already committed to other essential operational roles. This significantly stretches the County's available staff and resources.

The Deputy Operations position is a critical function during the exercise. Having someone in this role who already knows the planning process, operational expectations, participating agencies, and established procedures would provide continuity and reduce the operational burden on other staff members.

Bringing Malloreë back for two days would allow the County to use her existing knowledge and experience during this specialized exercise while supporting the new Deputy Director's transition into the position. This is a limited, short-term request intended to address a specific operational need.

The contract has been sent to the County Attorney for review. This expense will be paid for with the Radiological Emergency Preparedness (REP) grant funds.

Recommendation: Approve the contract to hire Malloreë McCarthy as a temporary employee to fill the Deputy Director position for two days to support the December 8, 2026, HAB Radiological Emergency Preparedness exercise.

CONTRACT FOR INTERIM EM DEPUTY DIRECTOR

THIS AGREEMENT, made and entered into this 20th day of October 2026, by and between **GOODHUE COUNTY**, a Minnesota municipal corporation ("County"), and **MALLOREE MCCARTHY** ("Interim EM Deputy Director").

WHEREAS, the position of EM Deputy Director was vacant effective August 21, 2026; and

WHEREAS, the current EM Deputy Director has not had the appropriate training for the HAB exercise; and

NOW THEREFORE, be it agreed between the Employer and Interim EM Deputy Director as follows:

1. **TERM.** The term of this Agreement will begin on December 7, 2026, and end at the end of day on December 8, 2026.
2. **PAY.** The County will pay the Interim EM Deputy Director a total of \$1,300, including pay for eight hours on December 7th for HAB exercise preparation and eight hours on December 8th for the HAB exercise, plus mileage, meals, and lodging during her stay. The county will issue a check on the Friday before the HAB exercise and give it to the Interim EM Deputy Director when she arrives. The Interim EM Deputy Director will provide the county with a W9, and the county will provide the Interim EM Deputy Director with a 1099 if the total sum is above the 1099 threshold.
3. **DUTIES.** The Interim EM Deputy Director supports the Emergency Management Director in coordinating county-level preparedness, response, and recovery activities. For the Hostile Action Based (HAB) Radiological Emergency Preparedness (REP) Exercise, which the State of Minnesota had to postpone, the Deputy's focus is to fill the role of Deputy Operations Chief. In that role, the Deputy helps direct operational response activities, coordinates with partner agencies, and keeps the exercise objectives on track so Goodhue County's response capabilities can be fully evaluated.
4. **INTERIM EM DEPUTY DIRECTOR IS NOT AN EMPLOYEE.** That always and for all purposes hereunder, the Interim EM Deputy Director shall be an independent contractor and is not an employee of the County for any purpose. The Interim EM Deputy Director shall not be entitled to any of the rights, privileges, or benefits of employees of Goodhue County, including but not limited to workers' compensation, health, life, and other insurance benefits.
 - a. Interim EM Deputy Director shall always be free to exercise initiative, judgment, and discretion as to how best to perform or provide services under this agreement.

GENERAL PROVISIONS

Entire Agreement. This Agreement contains the entire understanding of the parties hereto. It may not be changed orally, but only upon an agreement in writing signed by the Interim EM Deputy Director and the Sheriff of Goodhue County.

a. Binding Effect. The terms and conditions of this Agreement are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties. The Interim EM Deputy Director shall not assign the duties or benefits of this Agreement without prior written approval of the County.

b. Severability. If any provision or any portion thereof contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, is deemed severable and will not be affected and will remain in full force and effect.

c. Governing Law. This Agreement will be construed and enforced in accordance with Minnesota law. The parties agree that any litigation arising out of this Agreement will be venued in Goodhue County District Court in Red Wing, Minnesota, and the parties waive any objection to venue or personal jurisdiction.

IN WITNESS WHEREOF, County has caused this Agreement to be signed and executed on its behalf by its County Board Chair, County Administrator, and Sheriff.

Malloree McCarthy, Interim EM Deputy Director

Date

Susan Betcher, County Board Chair

Date

Scott O. Arneson, County Administrator

Date

Marty Kelly, Goodhue County Sheriff

Date