



**Marty Kelly**  
Goodhue County Sheriff

430 West 6<sup>th</sup> Street  
Red Wing, MN 55066  
Office (651) 267.2600  
Dispatch (651) 385.3155

TO: Honorable Goodhue County Board of Commissioners

FROM: Sheriff Marty Kelly

SUBJECT: Approval of Memorandum of Understanding between Goodhue County and City of Kenyon

DATE: May 15, 2024

Dear Honorable Goodhue County Commissioners,

The County Sheriff's Office and the City of Kenyon Fire Department have been collaborating on a Memorandum of Understanding for the storage of the Mobile Command and Communications vehicle, as well as office space for the Emergency Services Division. The Sheriff's Office will receive the Mobile Command and Communications Vehicle in May. A requirement of the Port Security Grant is that the vehicle must be stored in a climate-controlled space.

The current Goodhue County Emergency Operations Center (EOC), located in the Sheriff's office, is within the Prairie Island Nuclear Generating Plant's ten-mile Emergency Planning Zone (EPZ). For this reason, among others, the EOC requires an alternate location in case relocation is necessary. The current plan for relocation would have the EOC move to the same alternate location as the Goodhue County Public Safety Answering Point (PSAP) within the city of Goodhue. If both functions had to relocate to Goodhue, the limited space could be a challenge for both functions to occupy simultaneously.

The City of Kenyon presently has climate-controlled bay space and office space at the Kenyon Fire Department located at 620 Centennial Drive. The bay space would be used to store the Mobile Command and Communications vehicle, while the office space would be used to store equipment for Emergency Management for an alternate EOC.

The MOU would not require Goodhue County to pay anything for the use of this space.

The MOU has been approved by the City of Kenyon.

Recommendation:

Approve the MOU between Goodhue County and the City of Kenyon.

## 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

*An Equal Opportunity Employer*

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) is made this 14<sup>th</sup> day of May, 2024 by and between Goodhue County Board of Commissioners (hereinafter the “County”) and the City of Kenyon, a Minnesota municipal corporation (hereinafter the “City”). (The County and City are hereinafter collectively referred to as the “Parties”).

WHEREAS, the City currently has bay space and office space available for use at the Fire Station located at 620 Centennial Drive, Kenyon, Minnesota 55946.

WHEREAS, the County is requesting the use of bay space and office space for its Emergency Services Division; and

WHEREAS, Goodhue County needs bay space and office space and also has certain Emergency Management equipment and expertise that it can offer members of the City’s Fire Department; and

WHEREAS, the City is willing to provide bay space and office space and the County is willing to provide equipment and training instead of any rental payment all upon the terms and conditions contained herein; and

WHEREAS, the County is willing to pay for any expenses related to the installation and placement of shore power for the mobile command vehicle.

NOW, THEREFORE, this Memorandum of Understanding serves to express a mutual understanding of the Parties. Although this Memorandum of Understanding is not a legally binding agreement, the Parties recognize the value of expressing understanding regarding our collaboration.

1. USE OF BAY SPACE AND OFFICE SPACE. The City shall make approximately 550 square feet of bay space and 100 square feet of office space at Station Fire Station located at 620 Centennial Drive, Kenyon, Minnesota, 55946 available to the County. Throughout the term of this Agreement. The city’s Fire Chief shall solely determine the location of the Bay/Office Space within the fire station.
  
2. Training and Equipment. The County will have equipment stored at the location related to the Emergency Services Division so that it can train the City on its use. The City will need to request training from the county at least 30 days in advance.

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3. Enhancements: The county agrees to pay for any enhancements that would be needed related to the storage of the Mobile Command & Communications Vehicle. If the county requires additional shore power electrical receptacles, the county will coordinate placement and installation with the City. All costs associated with enhancements that are required by the County will be paid in full by the County.
4. FUNDING. There will be no exchange of funds between the parties in connection with the services provided under this Memorandum of Understanding.
5. INDEMNIFICATION. Goodhue County shall indemnify and hold the City harmless from all claims, including attorneys' fees, arising out of or related to Goodhue County's use of the Kenyon Fire Station.
6. TERM OF AGREEMENT. This Agreement shall commence on June 1, 2024, and shall terminate pursuant to Section 7.
7. TERMINATION. Either the City or County may terminate this Agreement upon thirty (30) days' written notice to the other party.
8. NOTICES. Any notice required or permitted under this Agreement shall be in writing and shall be deemed to be given when and if sent by certified mail, return receipt requested, postage prepaid, properly addressed as follows, or such other address as may hereafter be designated in writing by either of the Parties:
 

If to County:	Goodhue County Sheriff's Office Attn: Marty Kelly, Sheriff 430 West 6 <sup>th</sup> St. Red Wing, MN 55006
If to City:	City of Kenyon Attn: Douglas Henke City Mayor 709 Second Street Kenyon, MN 55946
9. INSURANCE. All vehicles, equipment, and personal property stored by Goodhue County within the Fire Station are at Goodhue County's SOLE RISK. Goodhue County understands that the City will not insure Goodhue County's vehicles, equipment, and personal property and that Goodhue County is solely obligated under the terms of this Agreement to insure its vehicles, equipment, and personal

property. To the extent Goodhue County's insurance lapses or Goodhue County does not obtain insurance coverage for the full value of the vehicle(s), equipment, and personal property stored at Kenyon Fire Station, Goodhue County agrees that it assumes all risk of loss.

10. NO WARRANTIES. The City hereby disclaims any implied or express warranties, guarantees, or representations of the nature, condition, safety, or security of Kenyon Fire Station and hereby acknowledges that the City does not represent or guarantee the safety or security of Kenyon Fire Station and this Agreement does not create any contractual obligation for the City to increase or maintain such safety or security at Kenyon Fire Station.

The City of Kenyon,

By: Douglas Henke

Douglas Henke

Mayor

By: Holli Gudknecht

Holli Gudknecht

City Deputy Clerk

Goodhue County

By: \_\_\_\_\_

Todd Greseth

County Board Chair

By: \_\_\_\_\_

Scott Arneson

County Administrator

By: \_\_\_\_\_

Marty Kelly

Sheriff