

**JOINT POWERS AGREEMENT BETWEEN
RICE COUNTY AND THE CITY OF NORTHFIELD FOR
ABSENTEE BALLOTING AND ELECTION SERVICES FOR
2026 ELECTIONS**

This is a Joint Powers Agreement (“**Agreement**”) between the County of Rice (“**County**”) and the City of Northfield (“**City**”) (collectively the “**Parties**”) entered into pursuant to Minn. Stat. §471.59, for absentee balloting and election services for the 2026 elections.

I. Term and Renewal

This **Agreement** shall be in effect beginning January 1, 2026, and remain in effect until December 31, 2026. This agreement may not be renewed.

II. Contract Termination

a. Generally

The termination of this **Agreement** does not discharge any liability, responsibility, or right of the **Parties** that arises from the performance of, or failure to adequately perform the provisions of this **Agreement** prior to the effective date of termination. Termination of this **Agreement** does not discharge any obligation which, by its nature, would survive after the date of termination. In the event of termination, **County** will pay the **City** in the amount proportional to the services rendered prior to termination.

Additionally, in the event that the **City** decides to replace the current Northfield City Clerk with a new one during the course of this **Agreement**, upon notification of such change, the **County** *may* terminate this **Agreement**. The **County** will provide written notice to the **City** if it chooses to terminate this **Agreement**. The **City** shall also have the same right to terminate this **Agreement** subject to the same conditions if the **County** decides to replace the current Director of Property Tax and Elections during the course of this **Agreement**.

b. Violations

Any violation of Federal, State, or local laws, statutes, ordinances, rules, or regulations shall constitute a material breach of this **Agreement**, whether or not intentional, and shall entitle either party to terminate this **Agreement** upon delivery of written notice of termination to the other party. Notwithstanding any other provision of this **Agreement**, such termination shall be effective as of the date of such violation or failure.

III. Absentee Voting Administration

The **County** and the **City** agree to consolidate absentee voting administration countywide. The **Parties** agree that the **City** shall administer absentee voting for the entirety of Rice County for the voting period for the 2026 Federal and State Primary Elections as well as the Federal and State General Elections. The **Parties** agree by executing the **Agreement**, the County Director of Property Tax & Elections and the City Clerk may agree, in writing, to modify operational responsibilities for operational efficiency and to maintain compliance with election laws, rules and regulations.

IV. General Duties

a. City

The **City** agrees to serve as an additional in-person voting location for all residents of Rice County. The **City** may hire temporary election clerks with these funds. The clerks will be under the direct supervision of the City Clerk, Lynette Peterson. If the **City** decides to remove Lynette Peterson as City Clerk, the **City** shall notify the **County** within 24 hours of the decision coming into effect. The **City** will ensure that all voted and un-voted ballots will be secured in a locked box or in a locked restricted area. The **City** shall ensure that all equipment be secured in a locked area.

b. County

The **County** agrees to pay **City** for their services consistent with **Section V** of this **Agreement**. All duties assigned to the **County** under this **Agreement** shall be overseen by the Rice County Director of Property Tax and Elections, Denise Anderson. If the **County** decides to remove Denise Anderson as Director of Property Tax and Elections, the **County** shall notify the **City** within 24 hours of the decision coming into effect. The **County** agrees to provide election judge training and additional training in the administration of absentee ballots and operation of any necessary election equipment. All training provided by the **County** shall occur at the Rice County Government Services Building located at 320 3rd St NW, Faribault, MN 55021. The **County** will also contact the Minnesota Secretary of State's Office to provide access and training in the Statewide Voter Registration System, which must be used for absentee ballot administration.

c. Parties Collectively

The Parties agree that all personnel shall ensure the privacy of the voter.

V. Payment

The **County** agrees to pay the **City** \$20,000.00 for providing its services as an additional in-person polling location and for administering absentee balloting for the entirety of Rice County. Additionally, the **County** agrees to pay the **City** \$2,000.00 to compensate for the mileage that will be incurred by the Northfield City Election Judges in attending training in Faribault. The **County** agrees to pay the combined total for services and mileage compensation of \$22,000.00 to the **City** no later than September 30, 2026.

VI. Independent Contractor

It is agreed that nothing in this **Agreement** is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the **Parties** or as constituting the **County** or the **City** as the employee of the other for any purpose or in any manner whatsoever. The **City** is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the **County**.

VII. Applicability

This **Agreement** between the **County** and the **City** is limited to the administration of the **County's** absentee balloting and election services for 2026. All other services and processes are expressly outside the scope of this **Agreement**.

VIII. Data Practices

All data created, collected, received, maintained, or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act Minn. Stat. Ch. 13, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy. Election data shall also be governed by Minnesota Election Law and associated Minnesota Rules.

IX. No Waiver

No delay or omission by the **Parties** to exercise any right or power occurring upon any noncompliance or default with respect to any of the terms of this **Agreement** shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by the **County** or the **City** of any of the covenants, conditions, or agreements to be observed by the **Parties** shall not be construed to be a waiver of any succeeding breach or of any covenant, condition, or agreement herein contained. All remedies provided for in this **Agreement** shall be cumulative and in addition to, and not in lieu of, any other remedies available to the **Parties** at law, in equity, or otherwise.

X. Governing Law

This **Agreement** shall be governed by and construed in accordance with the laws and regulations of the State of Minnesota and the United States.

XI. No Assignment

The **City** may not assign, subcontract, or transfer this **Agreement**, either in whole or in part, without the prior written consent of the **County** and the **City** and any attempt to do so shall be void and have no force and effect.

XII. Notice

Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To the City: Lynette Peterson
Northfield City Clerk
801 Washington St.
Northfield, MN 55057

To the County: Denise Anderson
Director of Property Tax & Elections
320 3rd St. NW
Faribault, MN 55021

XIII. Audits

The **Parties** agree that the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the respective **Parties** and involve transactions relating to this **Agreement**. Such materials shall be maintained, and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

XIV. Liability, Indemnification and Insurance

a. Generally

The **County** and the **City** shall be solely liable for the acts of its elected officials, officers, employees, or agents and shall not be responsible for the acts of the other party to this **Agreement**, their elected officials, officers, employees, or agents.

The provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466 and other applicable laws govern liability of the **Parties**. To the full extent permitted by law, actions by the **Parties**, their respective officers, employees, and agents pursuant to this **Agreement** are intended to be and shall be construed as a “cooperative activity.” It is the intent of the **Parties** that they shall be deemed a “single governmental unit” for the purpose of liability as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b). For the purpose of Minnesota Statutes, Section 471.59, subd. 1a(a), it is the intent that this **Agreement** does not create any liability or exposure to the **Parties** for the acts or omissions of the **County** or the **City**.

b. City’s Promise to Indemnify

The **City** agrees to defend, hold harmless and indemnify **County** and their officials, agents, and employees, from any liability, loss, or damages the **City** may suffer or incur as a result of demands, claims, judgments, or costs arising out of or caused by the **City** in the performance of its obligations under this **Agreement**.

c. County’s Promise to Indemnify

The **County** agrees to defend, hold harmless and indemnify the **City** and its officials, agents, and employees, from any liability, loss, or damages the **County** may suffer or incur as a result of demands, claims, judgments, or costs arising out of or caused by its performance of its respective obligations under this **Agreement**.

d. No Waiver of Limitation

Nothing in this **Agreement** shall be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law, nor does it impose or imply responsibility for the acts or omissions of the **County** or the **City**. The **County** and the **City** warrant

that they are able to comply with the aforementioned indemnification requirements and have sufficient insurance coverage consistent with the liability limits contained in Minnesota Statutes, Chapter 466.

XV. Entire Agreement

It is understood and agreed that the entire agreement between the **Parties** is contained herein and that this **Agreement** supersedes all oral agreements and negotiations between the **Parties** relating to the subject matter hereof and hereby rescinds and replaces all prior agreements with the **City** with this **Agreement**. All items referred to in this **Agreement** are incorporated or attached and are deemed to be part of this **Agreement**. Any alterations, variations, modifications, or waivers of provisions of this **Agreement** shall only be valid when they have been reduced to writing as an amendment to this **Agreement** signed by the **Parties**.

XVI. Authority

The person or persons executing this **Agreement** on behalf of the **City** and **County** represent that they are duly authorized to execute this **Agreement** on behalf of the **City** and the **County** and represent and warrant that this **Agreement** is a legal, valid and binding obligation and is enforceable in accordance with its terms. Each party agrees that the electronic signatures of the **Parties** included in this **Agreement**, if any, are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

(The remainder of this page is left intentionally blank. Signature page to follow.)

IN WITNESS WHEREOF, this **Agreement** has been duly executed and delivered by the proper officers thereunto duly authorized. By signing this **Agreement**, the **Parties** acknowledge that they have read, understood, and agree to abide by all its conditions as stated.

COUNTY OF RICE

Sara Folsted
Rice County Administrator

Date

Denise Anderson
Director of Property Tax & Elections

Date

CITY OF NORTHFIELD

Erica Zweifel
City of Northfield Mayor

Date

Lynette Peterson
City of Northfield Clerk

Date