

Independent Contractor Agreement
between
San Juan County, Utah
and
Poll /Election Center Worker

ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and Michael Carter (hereinafter "Contractor"). This agreement will become effective on April 21, 2026 and will continue in effect until December 31, 2026 or of such time as the service for which Contractor was hired per this Agreement has been completed.

ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. Contractor agrees to act as a Poll/Election Center Worker within San Juan County. See Attachment 1 Poll/Election Center Worker – Scope of Work.

2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to do so.

2.03. Contractor will determine the method, detail, and means of performing the above-described services.

2.04. Contractor enters into this Agreement and will remain throughout the term of this Agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, disability, unemployment, worker's compensation, and other insurance, training for Contractor.

2.05. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by the County to Contractor for services under this Agreement. Contractor agrees to indemnify the County for any claims, costs, losses, fees, penalties, interest, or damages suffered by Contractor resulting from Contractor's failure to comply with this provision.

2.06. Contractor will complete a W-9 Request for Taxpayer Identification Number and Certification Form annually.

ARTICLE 3: COMPENSATION

3.01. As compensation for the language services rendered by the Contractor under this Agreement, the County shall pay Contractor:

- \$20 per hour for Poll/Election Center staffing.
- \$100 for early voting sites (this includes per diem).
- \$350 for each Election Day coverage (7am to 8 pm). This includes per diem.

3.02. Contractor shall not be required to devote full time, attention, and energy to the performance of Contractor's duties pursuant to this Agreement.

ARTICLE 4: TRAVEL

- 4.01. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business-related expenses.
- 4.02. These include:
- Mileage at 0.67 cents per mile,
 - Reasonable lodging, and
 - Meals at the County per diem rates, breakfast-\$13, lunch-\$15, & dinner-\$26.
 - These expenses are reimbursed as needed and approved by County Clerk/Auditor.
 - Unauthorized traveling will not be reimbursed and the Contractor will be responsible for those expenses.

ARTICLE 5: GENERAL PROVISIONS

5.01. Entire Agreement. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the hiring of Contractor by the County and contains all the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.

5.02. Modifications. Any modification to this Agreement will be effective only if it is in writing and signed by the party to be charged.

5.03. Separability Clause. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

5.04. Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release the County and all its employees, representatives, agents and volunteers for and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the negligence of its employees, representatives, agents and volunteers.

5.05. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this _____ day of 2026

Contractor

San Juan County

<Contract's Signature>

Lori Maughan, Chair
San Juan County Commissioners

Attested by:

Lyman Duncan, County Clerk/Auditor

Attachment 1 – Poll/Election Center Worker – Scope of Work

Poll Center Worker:

- Arrive on time.
- Assist with polling center set up and take down.
- Check-in voters for elections.
- Assign appropriate ballots to voters.
- Respond to voter queries.
- Assist with election equipment and/or ballot completion.
- Assist with placement of ballots in locked ballot box.
- Ensure chain of customer requirements are met.
- Assist with voter registrations.
- Ensure no electioneering within polling center.
- Complete timesheet every other week or within 10 days of election event.

Election Center Worker

- Complete Signature Verification training.
- Count/date stamp all incoming ballots.
- Alphabetize in groups of 25 ballots groups and 100 ballot batches.
- Prepare ballots for tabulations
 - Register reception of ballot in VISTA (voting history record)
 - Verify signature
 - Complete signature verification audits.
 - Sort for ballots needing curing.
 - Open envelopes, remove address tags, and separate ballots from strips.
- Tabulate ballots.
- Complete 2nd set of eyes signature review.
- Bag and label each batch
- Ensure chain of custody compliance
- Ensure ballot security compliance.
- Bring snacks daily.