

**Independent Contractor Agreement between  
San Juan County, Utah  
and  
Election Liaison/Language Assistance Provider**

**ARTICLE 1: PARTIES AND TERM OF CONTRACT**

1. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and Ray Nakai (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**

1. Contractor agrees to act as an Election Liaison/Language Assistance Provider within San Juan County. See attachment 1 Election Liaison/Language Assistance Provider – Scope of Work.
2. Contractor will receive assignments from the San Juan County Clerk and staff authorized to do so.
3. 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.
4. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred because 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 damage suffered by Contractor resulting from Contractor's failure to comply with this provision.
5. Contractor will complete a W-9 Request for Taxpayer Identification Number and Certification form annually.

**ARTICLE 3: COMPENSATION**

1. As compensation for the language services rendered by the Contractor under this Agreement:
2. Upon the Contractor's completion of its duties under this section of this contract, San Juan County will pay the Contractor:
  - 2.01. \$100 for attendance at each chapterhouse regular and each planning meeting.
  - 2.02. \$25/hour for attendance at each Election Training occurrence and for each hour translating English to Navajo.
  - 2.03. \$100 for attendance at each Language Assistance and each Early Voting location.
  - 2.04. \$350 for Election Day coverage (7 am – 8 pm) on June 23, 2026. This includes per diem, and
  - 2.05. \$350 for Election Day coverage (7 am – 8 pm) on November 3, 2026. This includes

per diem.

3. 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**

1. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to travel.
2. Contractors will receive an additional travel payment of:
  - 2.01. \$40 for travel to Aneth, Dennehotso, Mexican Water, Montezuma Creek, Red Mesa, and Tec Nos Pos chapterhouse locations and each Blanding, Bluff, and White Mesa locations.
  - 2.02. \$60 for travel to Monument Valley (Oljato Chapter) chapterhouse location and Monticello.
  - 2.03. \$80 for travel to Navajo Mountain chapterhouse location.
3. Unauthorized travel will not be reimbursed, and the Contractor will be responsible for those expenses.

#### **ARTICLE 5: GENERAL PROVISIONS**

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.

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

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.

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.

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

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In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be

executed this \_\_\_\_ day of

Contractor

San Juan County

\_\_\_\_\_  
<Contract Name>

\_\_\_\_\_  
Lori Maughan, Chairman  
San Juan County Commissioners

Attested by:

\_\_\_\_\_  
Lyman Duncan, County Clerk/Auditor

**Attachment A - Election Liaison/Language Assistance Provider – Scope of**

## **Work**

### **Election Liaison Responsibilities :**

#### Language Translation :

- Translate the election information provided by San Juan County from English to Navajo onto audiotapes, or by other means of audio recordings. Examples of election information are:
  - Language Assistance Locations and hours of operation,
  - Voter registration instructions and deadlines,
  - Filing requirements for local offices and deadlines,
  - Ballot information,
  - Mail-in ballots instructions and deadlines,
  - Early voting information,
  - Candidate information.
  
- Provide in-person translation services and/or language assistance from English into Navajo for the following:
  - Language Assistance Locations and hours of operation,
  - Voter registration instructions and deadlines,
  - Filing requirements for local offices and deadlines,
  - Ballot information,
  - Mail-in ballots instructions and deadlines,
  - Early voting information,
  - Candidate information.
  
- Train other Interpreters to provide language assistance at the Language Assistance Locations within the Navajo Nation.
  
- Election Liaisons also provide Language Assistance Provider responsibilities as outlined below.

### **Language Assistance Provider Responsibilities:**

#### Chapterhouse and Other Group Presentations:

- Attend Chapterhouse Planning meetings to secure place on Chapterhouse Meeting agendas.
- Attend Chapterhouse Meetings to:
  - Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
    - Language Assistance locations and hours of operation,
    - Voter registration information and deadlines,
    - Filing requirements and deadlines,

- Ballots, including mail-in ballots, instructions and deadlines,
  - Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.
- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.

Attend Election Training conducted by the County Clerk Office.

#### Language Assistance Events

- Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
  - Language Assistance locations and hours of operation,
  - Voter registration information and deadlines,
  - Filing requirements and deadlines,
  - Ballots, including mail-in ballots, instructions and deadlines,
  - Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.
- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.
- Complete Language Assistance Recording Form for each event.

#### Early Voting Events

- Provide early, in-person voting:
  - Check in voter,
  - Provide appropriate ballots, including provisional ballots,
  - Replace ballots when appropriate,
  - Provide space to compete ballot,
  - Accept ballots in a locked ballot box,
  - Ensure secure chain of custody of ballot and ballot box.
- Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
  - Language Assistance locations and hours of operation,
  - Voter registration information and deadlines,
  - Filing requirements and deadlines,
  - Ballots, including mail-in ballots, instructions and deadlines,
  - Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.

- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.
- Complete the Language Assistance Recording Form for each event.

#### Election Day Coverage

- Provide in-person voting:
  - Check in voter,
  - Provide appropriate ballot, including provisional ballot,
  - Replace ballots when appropriate,
  - Provide space to compete ballot,
  - Accept ballots in a locked ballot box,
  - Ensure secure chain of custody of ballot and ballot box.
- Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
  - Language Assistance locations and hours of operation,
  - Voter registration information and deadlines,
  - Filing requirements and deadlines,
  - Ballots, including mail-in ballots, instructions and deadlines,
  - Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.
- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.

#### Other Responsibilities:

- Complete Language Assistance Contractor Log once every two weeks.