

Independent Contractor Agreement
between
San Juan County, Utah
and
Liaison – Ray Nakai

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 Ray Nakai (hereinafter "Contractor"). This agreement will become effective on February 20, 2024 and will continue in effect until December 31, 2024 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 an election liaison within San Juan County.

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.

ARTICLE 3: COMPENSATION

3.01. As compensation for the language services rendered by the Contractor under this Agreement, the County shall pay Contractor: \$100 for early voting sites, per diem of \$15 for lunch and \$.067 per mile for authorized mileage.

3.02. \$300 for General Election Day (7am to 8 pm) language services, per diem of \$45, and \$0.67 per mile for authorized mileage.

3.03. 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 will be reimbursed .67 per mile as directed by County Clerk. 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 February 2024.

Contractor

San Juan County

Ray Nakai

Jaime Harvey, Chairman
San Juan County Commissioners

Attested by:

Lyman Duncan, County Clerk/Auditor