

Agreement for ALJ Services

This agreement is entered into effective 7 March 2023 by and between the San Juan County ("County") and Cheryl Luke ("Judge Luke") for the purpose of retaining Judge Luke's services as an appointed Administrative Law Judge ("ALJ") for the Sky Ranch Subdivision Estates Phase II appeal.


The County and Judge Luke agree as follows:

1. The County appoints Judge Luke as its ALJ to act as the County's Appeal Authority in behalf of the San Juan County's February 16, 2021 decision to approve the Sky Ranch Subdivision Estates Phase II.
2. Judge Luke will provide the County the ALJ services necessary to comply with the County's obligations and appeal hearing process defined under County Ordinance 2020-11, and with any state and federal laws.
3. The County will compensate Judge Luke at a rate of \$125.00 per hour for her ALJ services which includes time spent for hearings and dispute resolution, conducting hearings or mediation, and preparing orders or findings. The County will also compensate Judge Luke for the actual cost of travel, lodging, and meals associated with these responsibilities.
4. The County will work with Judge Luke to schedule hearings or mediations to allow Judge Luke to arrange her schedule and travel from northern Utah to southern Utah.
5. The County will provide support services to fulfill her responsibilities. Such services may also include notices, files, clerical support for hearings, transcribing, and audio recordings of hearings.
6. The parties agree that Judge Luke has 60 days in which to issue any written orders or findings on any hearing she conducts for the County. Failure to issue orders or findings within 60 days after all materials have been received, hearings held and coordination taking place will result in no payment being made to Judge Luke for any of her services and reimbursement of any payments already made for services or travel.
7. In order to perform her duties under this agreement, Judge Luke will maintain her status as a licensed attorney in the State of Utah.
8. The relationship of Judge Luke to the County under this agreement is that of "independent contractor." No relationship of employee, agent, or servant of the County is created by this agreement. Accordingly, no benefits will be paid and no Internal Revenue Service withholdings will be made by the County from payments made for Judge Lukes services.


9. This agreement will terminate on 30 March 2024.

10. Judge Luke will invoice the County for services provided under this agreement. Payment by the County shall be due within 30 days of receiving the invoice.

11. This is the entire agreement of the parties. It may not be modified except in writing signed by the parties.



Judge Cheryl Luke



Mack McDonald

San Juan County Chief Administrative
Officer