

## **CONTRACT FOR ADMINISTRATIVE LAW JUDGE FOR EMPLOYMENT APPEALS**

This Agreement is hereby entered into by and between Weber County, a body politic and political subdivision of the State of Utah, hereinafter referred to as "County," and Mathew Shechter, hereinafter referred to as "ALJ." County and ALJ are sometimes referred to individually as "Party" and collectively as "Parties."

### **RECITALS**

**WHEREAS**, Utah Code Ann. § 17-33-4.5 authorizes a county legislative body to appoint one or more administrative law judges (ALJs), who are trained and experienced in personnel matters, to hear employment appeals referred by a career service council; and

**WHEREAS**, County desires the option of using an ALJ for employment appeals; and

**WHEREAS**, County advertised the ALJ position publicly, requesting proposals from qualified individuals interested in serving; and

**WHEREAS**, Mathew Shechter applied for the position and demonstrated that he is a member in good standing of the Utah State Bar who has training and experience in personnel matters;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained hereafter, the Parties agree as follows:

### **AGREEMENT**

1. ALJ agrees to accept referrals of employment appeals from the Weber County Career Service Council and to hear and adjudicate those appeals in compliance with all applicable laws and County policies and procedures.
2. ALJ's duties shall include, but not be limited to, the following: becoming familiar with relevant County policies and procedures, following them, and applying them fairly and uniformly; reviewing documents in preparation for appeal hearings; communicating with Parties in a timely and professional way; conducting hearings in person in Weber County; and preparing written decisions that include findings of fact.
3. Within five business days after receiving a referred appeal, ALJ shall contact the appellant and County to schedule a hearing. ALJ shall hold the hearing within 21 calendar days after the referral, unless ALJ and the parties to the appeal are unable, after good faith efforts, to schedule the hearing during that time, in which case the hearing shall be held as soon as possible after the 21 days. ALJ shall, within 14 calendar days after the hearing, issue a written decision and transmit copies to the parties to the appeal.
4. ALJ agrees to promptly notify County of any changed circumstances or conflicts of

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interest that would adversely affect ALJ's ability to perform ALJ's duties under this Agreement.

5. ALJ agrees to abide by the rules of Professional Conduct of the Utah State Bar, as well as all other rules governing the conduct of licensed attorneys, to the extent that those rules apply to ALJ's actions under this Agreement. Notwithstanding the foregoing, County acknowledges that for purposes of this Agreement, ALJ will be acting in a quasi-judicial capacity, and that ALJ will not be acting as an attorney representing County when performing services within the scope of this Agreement.
6. ALJ shall maintain familiarity with changes, updates, and trends in employment law.
7. The following provisions govern compensation:
  - a. County will pay ALJ \$125.00 per hour for actual time spent on an employment appeal referred to ALJ by the Weber County Career Service Council, including time preparing for the hearing, conducting the hearing, and issuing a decision, along with all necessary activities associated with those phases of the appeal, except as stated in paragraph 7.b.
  - b. County will not compensate ALJ for travel time or mileage. County does not anticipate that ALJ will incur other significant costs in the course of performing under this Agreement, so County will not reimburse costs incurred.
  - c. To receive payment, ALJ must submit an invoice showing the details of the time spent on the appeal.
  - d. Upon receipt of an invoice, County will follow its standard contract payment practices. ALJ acknowledges that payment will not be immediate, due to routine processing time, and releases County from all liability associated with delays in payment.
8. This Agreement is not, and does not create, an employment contract, express or implied. ALJ is, for all purposes, an independent contractor. ALJ is responsible to pay any and all taxes and fees which may result from the compensation paid to ALJ pursuant to this Agreement.
9. ALJ agrees to maintain professional malpractice insurance with limits of at least \$100,000 per person and an aggregate of at least \$300,000, and to provide to County evidence of the insurance. In addition, ALJ agrees to defend, indemnify, and hold County harmless from all damage, loss, or injury, including the cost of defense, that County may suffer or be held liable for as a result of ALJ's conduct.
10. ALJ shall not assign or otherwise transfer ALJ's obligations under this Agreement.

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11. County neither represents nor guarantees that any cases will be referred to ALJ.
12. This Agreement is not exclusive. County may contract with other ALJs to hear and adjudicate employment appeals. County is under no obligation to refer cases to ALJ, whether or not County has contracted with other ALJs. County may withdraw a referred appeal from ALJ at any time before the final decision is issued. If County withdraws an appeal after ALJ has spent time on it, then County shall pay for the time spent before the notice of withdrawal, subject to the compensation provisions of this Agreement.
13. This Agreement may be terminated at any time, by either Party, for any reason or no reason. However, the terminating Party must give 60 days' written notice before the termination takes effect, unless the termination is for cause or the other Party waives the notice requirement. This notice requirement is specifically intended to provide County with sufficient time to secure the services of another ALJ if ALJ terminates the Agreement shortly before an appeal hearing.
14. This Agreement shall automatically terminate three years after the effective date, unless both Parties agree to renew the Agreement. The option to renew may be exercised for up to two additional three-year terms after the initial term, after which the Agreement may not be renewed.
15. All notices, questions, invoices, and other communications shall be directed to the following individuals, unless otherwise designated:

FOR COUNTY:	FOR ALJ:
Sarah Swan Weber County Human Resources Director 2380 Washington Blvd., Ste. 340 Ogden, UT 84401 (801) 399-8623 sswan@co.weber.ut.us	Mathew Shechter c/o McNamara & Shechter LLP 957 E. Laird Ave. Salt Lake City, UT 84105 (801) 747-9842 mss@18thavelaw.com
16. ALJ agrees to treat all information and documents acquired in the course of performing under this Agreement as confidential, unless the law requires otherwise.
17. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
18. This Agreement shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.
19. This Agreement shall be governed by the laws of the State of Utah.

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**IN WITNESS WHEREOF**, the undersigned have affixed their respective signatures.

Signed on behalf of County this \_\_\_\_ day of \_\_\_\_\_, 2018

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

Commissioner Harvey voted \_\_\_\_\_  
Commissioner Gibson voted \_\_\_\_\_  
Commissioner Ebert voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

ADMINISTRATIVE LAW JUDGE

By   
\_\_\_\_\_  
Mathew Shechter

Date May 18, 2018