

MEMORANDUM OF UNDERSTANDING

BETWEEN
UTAH PUBLIC LANDS POLICY COORDINATING OFFICE
AND
SAN JUAN COUNTY SHERIFF'S OFFICE

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between Utah Public Lands Policy Coordinating Office (PLPCO) and the San Juan County Sheriff's Office (SJCSO) for the purpose of gathering estray livestock. This MOU is effective from February 25, 2026, through June 19, 2026.

The Parties agree as follows:

1. PLPCO will:
 - a. Provide SJCSO with reimbursement of up to \$15,000 for their documented efforts in gathering estray livestock in San Juan County, with a maximum reimbursement of \$500 per head gathered and removed from rangelands.
2. SJCSO will:
 - a. Remove or contract the removal of estray livestock on rangelands in San Juan County or adjacent Utah counties.
 - b. Document estray livestock captured, including date, individuals captured, brand inspection, and other information as required by state law.
 - c. Ensure that gathered unmarked estray livestock are marked to ensure they can be identified, and their owner can be notified in the future.
 - d. Agrees that they or their contractors will not encroach upon the land or air of any adjacent tribal or private property owner, absent a written agreement with the tribe or property owner, signed by someone authorized to make such an agreement.
 - e. Secure all needed and relevant permits and/or approvals for temporary or permanent infrastructure, i.e., corrals, holding facilities.
 - f. Ensure the land management agency, tribal government, or landowner where the gather will occur is notified of the gathering at least 3 days in advance.
 - g. Submit invoices to PLPCO no later than 60 days after project completion or before 6/19/2026. Invoices must include units, rates, itemized expenses, and adequate documentation to verify invoice totals. This can include, but isn't limited to, brand inspection information, pictures, or other information regarding individual estray livestock.
 - h. Failure to comply or violation of the above clauses will result in non-reimbursement by PLPCO.

All provisions of Attachment A are incorporated into and become a part of this Cooperative Agreement. If provisions of the Cooperative Agreement conflict, the order of precedence shall be (i) Attachment A; and (ii) Cooperative Agreement signature page.

SIGNATURES ON FOLLOWING PAGE



San Juan County Sheriff

2/23/2026

Date

Public Lands Policy Coordinating Office

Date

Budget Officer

Date

ATTACHMENT A – STANDARD TERMS AND CONDITIONS

1. **INVOICING:** The Parties agree to share records with one another detailing expenditures pursuant to the Cooperative Agreement on a quarterly basis, and to reconcile all accounts no later than June 19, 2026. The Cooperative Agreement number shall be listed on all invoices, freight tickets, and correspondence.
2. **LAWS AND REGULATIONS:** Each Party shall be responsible for ensuring their individual compliance with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure, certification, and permitting requirements.
3. **CONFLICT OF INTEREST:** SJCSO represents that none of its officers or employees are officers or employees of PLPCO or the State of Utah, unless prior written disclosure has been made to PLPCO.
4. **RECORDS ADMINISTRATION:** SJCSO shall maintain all records necessary to properly account for SJCSO's performance and the payments it receives from PLPCO pursuant to this Cooperative Agreement. These records shall be retained by SJCSO for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. SJCSO agrees to allow, at no additional cost, the State of Utah, and PLPCO staff, access to all such records.
5. **TERMINATION:** This Cooperative Agreement may be terminated with cause by PLPCO in advance of the specified expiration date by providing prior written notice to SJCSO. SJCSO will be given ten (10) days after written notification to correct and cease the violations, after which this Cooperative Agreement may be terminated for cause immediately. This Cooperative Agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. PLPCO and SJCSO may terminate this Cooperative Agreement, in whole or in part, at any time, by mutual agreement in writing. Upon termination of the Cooperative Agreement, SJCSO shall be compensated for eligible services properly performed up to the effective date of the notice of termination. In no circumstance shall PLPCO be responsible for any costs for services unsatisfactorily performed, outside of the scope of the project proposal, performed after the effective date of the notice of termination, or for costs exceeding the reimbursable total identified herein.
6. **GOVERNING LAW AND VENUE:** This Cooperative Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Cooperative Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

7. **DEBARMENT:** SJCSO certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. SJCSO must notify the PLPCO within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Cooperative Agreement term.

8. **LIABILITY:** Each Party shall be responsible for any claims, losses, suits, actions, damages, and costs of every name and description arising out of their own performance under this Cooperative Agreement. If one or more parties are found negligent, they each shall bear their proportionate share of any allocated fault or responsibility. Nothing herein shall be construed as waiving any immunity, the monetary damage limitations, or any other provision set forth in the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101 through 63G-7-904. If SJCSO contracts with an additional party to perform under this agreement, SJCSO agrees to hold harmless PLPCO and the State of Utah, and include notice to the third party that PLPCO and the State of Utah accepts no liability for any work performed and that the third party shall be responsible for any claims, losses, suits, actions, damages and costs, accepted above.