



Board of County Commissioners Agenda Request

20

Agenda Item #

Requested Meeting Date: May 11, 2021

Title of Item: Amended MOU with Carlton County

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Rich Courtemanche		Department: Land
Presenter (Name and Title): Rich Courtemanche, Land Commissioner		Estimated Time Needed: n/a
Summary of Issue: <p>In 2017, Aitkin County and Carlton County signed a Memorandum of Understanding (MOU) with Carlton County to establish cooperation and coordination between these two counties as part of the implementation of a Habitat Conservation Plan (HCP) to help protect threatened bat species.</p> <p>The HCP is under review with the US Fish and Wildlife Service who has asked for amendments to the MOU. Both the Aitkin County and Carlton County attorneys have reviewed the amendments and recommend approval by both County Boards.</p> <p>Amendments summarized: 01-2021 Annual reporting requirements to the USFWS 02-2021 Reporting requirements of a reported incidental take of a bat 03-2021 Opt out language that protects the other county and the proration of an incidental take</p>		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve motion and allow the signature of the County Board chair to the MOU		
Financial Impact: <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.

MEMORANDUM OF UNDERSTANDING
BETWEEN
AITKIN COUNTY and CARLTON COUNTY
MINNESOTA

1. Authority: This Memorandum of Understanding (MOU) is made and entered into by and between the Aitkin County Board of Commissioners (represented by the Aitkin County Land Department) hereinafter referred to as ACLD, and the Carlton County Board of Commissioners (represented by the Carlton County Land Department) hereinafter referred to as CCLD, under the provisions of respective County Board Resolution.
2. Purpose: This MOU establishes a policy of cooperation and coordination between ACLD and CCLD to Contract with Western EcoSystem Technologies, Inc. (WEST), to create a Habitat Conservation Plan, hereinafter referred to as HCP, that allows ACLD and CCLD to qualify for Incidental Take Permit (ITP) under Section 10(a)(1)(b) of the Endangered Species Act (ESA) administered by the United States Fish and Wildlife Service (FWS) to authorize the take of Threatened or Endangered Forestland bats whilst in conjunction with lawful timber harvesting and forest vegetative management activities.
3. Introduction: ACLD and CCLD have contracted with WEST, Inc., beginning in 2015 to conduct forestland bat surveys on County Administered Tax Forfeited Lands. The survey included bat species, sex, maternity, age and exposure to White Nose Syndrome (WNS), a disease fatal to bats that hibernate across their US range. WEST, Inc., is Federally licensed to conduct bat netting, measuring, tagging and data collection. Both Aitkin and Carlton Counties have statutory responsibilities and interests in the management of Tax Forfeited and Fee lands for the benefit of the Taxing Districts, the local economies, the general public; for protecting the quality of water, wildlife and air; for research and for forest resilience through species diversity.

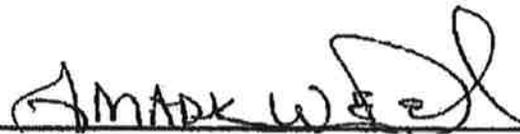
THEREFORE, in consideration of these joint interests, the parties agree to the following MUTUAL AGREEMENT:

1. ACLD and CCLD agree to obligate funds required to fulfill the HCP as outlined by WEST, Inc. The Obligation will be prorated as such: ACLD will pay 65% of the bill and CCLD will pay 35% of the bill as invoiced.
2. ACLD and CCLD agree to apportion Incidental Take Permits (ITP) based on the final HCP as developed by WEST Inc and approved by the United States Fish and Wildlife Service (USFWS).
3. This agreement does not restrict either ACLD nor CCLD from participating with other public or private agencies, organizations and individuals nor from accepting contributions or grants for the improvement and maintenance of County managed forestlands.
4. This agreement may be revised as necessary by mutual consent of both parties by the issuance of a written amendment, signed and dated by both parties.

5. Either party may terminate this agreement by providing a 30 day written notice. Unless terminated by written notice, this agreement will remain in force for 3 years or upon Federal acceptance of a suitable HCP. This agreement may be extended by ACLD and CCLD.
6. The Statutes of Minnesota, including Chapter 282, shall govern the liability of each participant.

EFFECTIVE DATES:

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.



AitRfiYtaunty Board Chair



Carlton ounty Board Chair

Date

Date

2017

AMENDMENTS

01-2021

Annually, the ACLD and CCLD will convey information on timber harvests to include data on:

1. Total harvest acres
2. Total acres in reserves
3. Total harvest acres during June 1 – July 31
4. Total acres in reserves June 1 – July 31
5. Total acres harvested within one quarter ($\frac{1}{4}$) mile of known maternity roosts
6. Total acres harvested within one quarter ($\frac{1}{4}$) mile of known maternity roosts between
June 1 – July 31

02-2021

In the event of an observation of a dead NLEB, LLB or TriColor Bat, the reporting county will:

1. Immediately inform the other member county of the observation
2. Collect onsite data of the dead bat to include:
 - a. Date and Time of Observation
 - b. Latitude/Longitude of location
 - c. Number of specimens
 - d. Name of Observer
3. Report the Observation as defined by procedures in the Habitat Conservation Plan

03-2021

In the event that a member county of this Memorandum of Understanding can no longer be partner to the MOU, the remaining member will be held to the HCP Incidental Take Limit pro-rated to the percentage as defined in paragraph 1 of the Mutual Agreement (ACLD 65%, CCLD 35%), with the allowable Incidental Take being rounded up to the nearest whole number.

Attest this _____ day of _____, 20__

Aitkin County Board Chair

Date

Carlton County Board Chair

Date