



Board of County Commissioners Agenda Request

20
Agenda Item #

Requested Meeting Date: June 8, 2021

Title of Item: 2nd Updated Memorandum of Understanding

<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: On May 25, 2021, the Aitkin County Board approved an updated Memorandum of Understanding (MOU) with Carlton County establishing cooperation and coordination between these two counties as part of the implementation of a Habitat Conservation Plan to help protect threatened bat species. The USFWS has since asked for additional language to be added to the MOU. The attached is an updated MOU with the changes requested by the USFWS. Changes have received approval from the Aitkin County Attorney.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Motion to approve changes to the MOU and allow the board chair to sign the agreement.		
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.

**June 2021 Amendment to the 2017 Aitkin County Land Department and Carlton County
Land Department Memorandum of Understanding**

Whereas, in 2017, Aitkin County Land Department (“ACLD”) and the Carlton County Land Department (“CCLD”) (generally, “County” or “Counties”) entered into a Memorandum of Understanding (“MOU”) to develop a Habitat Conservation Plan (“HCP”) and apply for an Endangered Species Act (“ESA”) Section 10(a)(1)(b) permit (“Permit”) for incidental take coverage related to timber harvesting, as more particularly set forth in HCP section 2.2 (“Covered Activities”);

Whereas, in January 2021, February 2021, and March 2021, the Counties amended the MOU to include terms related to implementation details set forth in the HCP (“Previous Amendments”);

Whereas, the Counties intend to be Co-Permittees under the Permit and each carry out their respective obligations as set forth in the HCP and anticipated Permit;

Whereas, the Counties have developed this amendment (“Amendment”) to demonstrate adherence to the U.S. Fish and Wildlife Service (“Service”) April 30, 2013 “Final Guidance for Endangered Species Act Incidental Take Permits Covering Multiple Projects or Project Owners (“Guidance”);

Whereas, in addition to the terms set forth in the Previous Amendments, this Amendment sets forth how the Counties will allocate responsibility and liability should one or more of the Counties fail to properly implement the HCP or Permit, or should the amount of permitted incidental take be exceeded; and

Whereas, this Amendment is not intended to restrict or limit the Service’s authority to suspend or revoke the Permit in accordance with regulations set forth at 50 CFR §13.27 and §13.28.

Therefore, in consideration of these joint interests, the Counties agree to the following:

1. COOPERATIVE EFFORT. The Counties agree to perform various tasks as more particularly set forth in the HCP. Actions and limitations of obligations in the HCP shall be binding on the Parties to the same extent as if the HCP were set forth herein in its entirety.

2. NON-COMPLIANCE. Each County is distinct and unrelated to the other County and is not responsible for the other County’s activities. In the event non-compliance with the HCP or Permit is discovered, or a County receives written notification of non-compliance from the Service, the non-compliant County shall have sixty (60) days to correct the non-compliance or demonstrate due diligence to correct the potential non-compliance. The non-compliant County must provide a response to the Service that:

- Indicates that the nature of corrective action taken to remedy the non-compliance and describes how the non-compliance has been resolved; or
- Describes the corrective action that will be taken and the time period the corrective action will be completed; or

