



Board of County Commissioners Agenda Request

25
Agenda Item #

Requested Meeting Date: September 14, 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. The solicitor general for the USFWS 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 08-2021 USFWS solicitor's office language added to allow HCP permit severability between the two counties.</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>		

August 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. SEVERABILITY. Each County is distinct and unrelated to the other County and is not responsible for the other County’s activities. The HCP has been designed to allow for severability in the event that a County does not comply with the HCP or Permit, or if a County wishes to surrender its Permit. The Counties agree to cooperate to amend the HCP or Permit as may be necessary for a County to maintain the severability of the Permit.

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

Chair of the County Board – Aitkin County

Date

Chair of the County Board – Carlton County

Date