

## **Willamette Valley Oak Voluntary Agreement**

This Willamette Valley Oak Voluntary Agreement (the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between all Parties. List of Parties will be referred to collectively as the “Parties” and individually as a “Party.” List of Parties will be maintained by the designated Secretariat, as described in Exhibit B (“Secretariat Designation”) in a central location accessible to all Parties.

**WHEREAS**, oak woodland and oak savannah (collectively, “Oak Habitat”) represent an important part of Oregon’s cultural and environmental heritage and are part of what makes the Willamette Valley special.

**WHEREAS**, there has been, and continues to be, a significant loss of Oak Habitat.

**WHEREAS**, conservation of Oak Habitat and other ecosystems is an important part of the Parties’ unique commitment to sustainability—a commitment where land managers and communities are leaders in voluntary conservation efforts to protect the ability of this generation, future generations, and the collection of human and natural communities to thrive together.

**WHEREAS**, the people who grow crops in the Willamette Valley appreciate the need to conserve natural resources. The people who consume our bounty understand the value of sustainability and are ready to support a commitment to conservation.

### **NOW THEREFORE, BASED ON THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:**

The Parties voluntarily commit to use good faith efforts to increase the overall habitat quality and quantity (“Net Conservation Benefit”) of Oak Habitat on lands under the management of one or more Parties in the Willamette Valley (“Agreement Area”). Through this commitment, the Parties will avoid impacts to Oak Habitat, and endeavor to protect, enhance and restore Oak Habitat under the ownership of one or more of the Parties.

The Parties agree to communicate their commitment to oak conservation and agree to support each other in raising consumer awareness about the value of sustainably produced products; and

The Parties agree that it will be beneficial to have a streamlined, coordinated and practical approach for the assessment of a Net Conservation Benefit for activities with impacts to and benefits for Oak Habitat.

## **I. Purpose**

The Agreement is entered into by the Parties on a voluntary basis. The intent of the Agreement is for the Parties to use a combined and coordinated approach to conservation of Oak Habitat in the Agreement Area. The Agreement will provide a collaborative process for setting conservation goals, determining Net Conservation Benefit, and potentially coordinating enhancement, restoration, and stewardship activities. The Agreement will also provide an opportunity to raise awareness and education about the value of Oak Habitat and the need for its conservation in the Agreement Area. The Agreement will be coordinated by the designated Secretariat, as described in Exhibit B (“Secretariat Designation”).

## **II. Making Decisions Consistent with the Agreement’s Conservation Goals for Oak Habitat**

To the extent allowable for each Party, each Party agrees to make decisions consistent with the Agreement’s goal of Net Conservation Benefit of Oak Habitat on Party Property. This includes, but is not limited to:

- Undertaking an assessment of the existing level of habitat quality, as defined in Oregon Department of Fish & Wildlife’s regulations at OAR 635-415-0005(6) (“Habitat Quality”), and habitat quantity, as defined in Oregon Department of Fish & Wildlife’s regulations at OAR 635-415-0005(6) (“Habitat Quantity”), of Oak Habitat on a Party’s property measured using functional acres. One functional acre equals one acre of the highest quality Oak Habitat. The results of this assessment will be deemed the Party’s baseline condition (“Baseline Condition”).
- Avoiding and minimizing impacts to Oak Habitat where development is to occur;
- Mitigating for impacts that cannot be avoided; and
- Undertaking assessments of Oak Habitat Quality and Quantity on Party Property at least every five (5) years.

## **III. Use of a Restoration and Enhancement Approach**

Where impacts to Oak Habitat cannot be avoided, each Party agrees to use good faith efforts to create, restore, enhance, and/or protect an area with twice the functional acreage of Habitat Quality and Habitat Quantity for Oak Habitat of the impact. Functional acres of Oak Habitat to be used for mitigation can be generated by other Parties or by third parties within the Agreement Area. These functional acres should then be transferred to the Party that cannot meet its Net Conversation Benefit goal on-site. Functional acres will be calculated using a credit calculator to be selected by the Secretariat in consultation with the Advisory Committee. Baseline Conditions and the status of impacts and benefits will be tracked over

time by the Secretariat to evaluate whether and how Parties are meeting the Agreement goal of Net Conservation Benefit of Oak Habitat.

#### **IV. Agreement Stewardship Levels**

The Agreement awards two levels of stewardship, Gold and Platinum, based upon the extent of the actions taken by each Party. Gold-level stewardship is awarded to Parties who undertake activities to produce a Net Conservation Benefit for Oak Habitat on their property or using the mitigation option. Platinum-level stewardship is awarded to Parties who both undertake activities to produce a Net Conservation Benefit for Oak Habitat on their property and significantly contribute to a Net Conservation Benefit for Oak Habitat on one (1) or more other properties. Each Party's stewardship level is to be reviewed every five (5) years.

#### **V. Responsibilities of the Parties**

Each Party agrees to meet the goals set forth in the Agreement. Each Party also agrees to submit information about the Baseline Condition described in Exhibit A ("Baseline Condition Description"), and use of the restoration and enhancement approach, to the Secretariat.

#### **VI. Governance of the Agreement**

The Agreement will be overseen by an advisory committee of no less than three (3) of the Parties (the "Advisory Committee"). The Advisory Committee will advise the Secretariat on outreach and communication strategies, possible amendments to the Agreement, and dispute resolution. The Advisory Committee will select a Secretariat to serve a period of four (4) years. At the end of the four (4) year period, a Secretariat's term can be renewed by the Advisory Committee.

The Advisory Committee shall be made up of Parties. The Secretariat will call for Advisory Committee nominations no less frequently than every two (2) years. Any Party can nominate Parties for the Advisory Committee. Advisory Committee will be selected for two (2) year terms by majority vote of Parties.

#### **VII. Failure to Meet Terms of the Agreement**

If a Party does not follow through on its term commitments to the Agreement, the Secretariat will work with that Party to meet the terms of the Agreement. If a Party continues to miss the terms defined in the Agreement, the Advisory Committee, after consulting with other Parties and based on a recommendation from the Secretariat, may remove a Party as a signatory to the Agreement.

If through acts of God (force majeure), such as drought, fire, flood or other significant natural event, a Party is not able to meet the terms of the Agreement, the Secretariat will work with the Party to meet the terms of the Agreement. The Party should commit to use good faith efforts to restore and enhance the lost Oak Habitat resulting from a force majeure event. So long as the Party uses good faith efforts, it will continue to maintain its stewardship status as a signatory to the Agreement.

### **VIII. Dispute Resolution**

The Parties recognize that disputes concerning implementation or interpretation of the Agreement may arise. The Parties agree to work together in good faith to resolve disputes that arise under the Agreement. If a dispute arises between any of the Parties and/or the Secretariat, the Advisory Committee will make every effort to help resolve said dispute.

### **IX. Amendment, Modification, and Termination of Party Participation**

The Agreement may be amended or modified at any time by mutual written agreement of all the Parties.

Any Party may terminate its participation in the Agreement, without cause, by providing thirty (30) days written notice to the other Parties. Any change in ownership automatically terminates a Party's participation in the Agreement.

The Secretariat may terminate its services, without cause, by providing ninety (90) days written notice to all Parties.

### **X. Disclaimers**

The Agreement is intended to improve the cooperation amongst the Parties. The Agreement is not a legally binding contract. It merely constitutes a statement of the mutual intentions of the Parties with respect to the matters outlined herein.

The Agreement is not intended to, and does not create, any right, benefit, obligation, duty, promise or trust responsibility, substantive or procedural, enforceable at law or in equity, in favor of any Party.

The Agreement does not obligate expenditure of funds by any Party. The Agreement does not authorize funding or services.

The Agreement shall not make, or be deemed to make, any Party an agent for, or the partner of, any other Party or any third-party.

The Agreement is not binding on the Parties' respective successors, agents or assigns.

Nothing contained in the Agreement shall be deemed to limit the ability of any Party to enter into any agreement with any federal, tribal, state, or local regulatory agency over land management issues, or restrict the ability of any Party to discharge its responsibilities under applicable law and regulation.

**XI. Effect & Duration**

The Agreement will become effective when signed by at least five (5) Parties and the Secretariat, and will remain in effect indefinitely.

The Agreement can be terminated by unanimous vote of all parties.

**XII. Notices**

Notices under the Agreement will be in writing. Notices may be served by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; by facsimile or email; or personally. Unless a Party changes its address by giving notice to the other Party as provided herein, notices will be delivered to the Parties at the addresses set forth on the signature page of the Agreement.

IT IS SO AGREED: on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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**Printed Name of Party (Company or Property name)**

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**Physical Address of Property**

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**Printed Name of Authorized Representative of Party**

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**Signature of Party**

## **Exhibit A: Property Baseline Conditions Description**

**Exhibit B: Secretariat Designation**

Per the Oak Agreement, the following Parties designate Willamette Partnership to serve as Secretariat for the Agreement.

<u>Bethel Heights Vineyard</u> Party Name	<u>Patricia Dudley</u> Signature	<u>10/19/16</u> Date
<u>Justice Vineyard</u> Party Name	<u>Melie St. L</u> Signature	<u>10/19/16</u> Date
John D. Miller Party Name	<u>John D. Miller</u> Signature	<u>10/19/16</u> Date