**NORTHERN SIERRA PARTNERSHIP CHARTER**

**Purpose**

By working with private landowners, government agencies, and community organizations, the Northern Sierra Partnership (NSP) supports the creation of a strategic mosaic of public and private lands that serves as a functional landscape and protects species diversity and habitat; maintains a critical mass of working ranches, forests, and tribal lands; and provides public benefits such as recreation, a quality water supply, carbon sequestration, open space, and sustainable communities.

**Goals**

In order to accomplish its purpose, the Northern Sierra Partnership (NSP) participating organizations agree to coordinate projects and activities to:

* Advance the rate of meaningful conservation results in the region;
* Attract greater public and private funding to the region;
* Increase conservation capacity within participating organizations;
* Develop and support an enduring culture of land conservation in the region that supports the region’s economic heritage;
* Create opportunities to reduce or mitigate the impacts of climate change;
* Develop and implement private markets for ecosystem services; and
* Broadly communicate a common conservation vision for the future of the northern Sierra region.

NSP participating organizations collaborate in pursuit of partnership goals and respect each other’s organizational missions. While numerous strategies may be employed, NSP will initially focus its efforts by collaborating on implementing strategic land transaction projects and developing policy initiatives needed to support an enduring and vital social, conservation, and economic framework in the region. The participating organizations will coordinate fundraising, communications, outreach, and government relations related to partnership-supported projects. Each participating organization may also utilize and implement other strategies and projects to accomplish their individual goals as well as partnership goals.

**Strategic Plan**

In order to accomplish the goals and purpose outlined above, the participating organizations have committed to jointly develop and implement a strategic plan. An overarching principle for all objectives detailed in this strategic plan will be to ensure that the national and local participating organizations coordinate transactional, policy, fundraising, and communications activities to broaden and increase the capacity of all NSP organizations. The first strategic plan will be finalized and approved by all of the participating organizations within two months of the signing of this Charter, following the decision-making protocols outlined below. The strategic plan will be reviewed regularly and updated as necessary following the same decision-making process.

**Land Protection**

*Land Prioritization*

In order to strategically achieve its goals and objectives at a regional scale, NSP has selected and ranked priority areas and priority corridors to focus the participating organizations’ efforts and to facilitate success (see Appendix I). These top, secondary, and tertiary priority areas and priority corridors are representative of each participating organization’s conservation values. The following factors informed the selection of the priority areas:

* Natural Resources:  wetlands, valleys and meadows, forests, stream corridors, and grasslands
* Biological Diversity
* Economic and Cultural Heritage: working landscapes and forests, rural community, tribal lands
* Scenic Views and Rural Character
* Outdoor Recreation
* Wildlife Corridors
* Water Quality, Quantity, and Availability
* Climate Change
* Growth Patterns
* Fire Management

*Land Transactions*

It is the intention of NSP, especially in its first three years, to focus on land transactions within the top priority areas and top priority corridors while recognizing that the dynamics of conservation projects and funding opportunities may result in NSP prioritizing and allocating funds for projects in compelling secondary and extraordinary tertiary priority areas.

Using the Project Review process described below, and the prioritization factors and allocation principles incorporated into this Charter as Appendix II and Appendix III respectively, NSP will review land transactions of participating organizations and determine whether or not to consider the project as supported by NSP and at what level of funding. If a participating organization has a “related party” associated with a project of another participating organization, it shall (a) consider the implications of the related party transaction in accordance with its internal policies and procedures, and (b) either recuse itself from consideration of the project or participate in decision-making in the manner it deems consistent with its internal policies and procedures.

A participating organization that determines to pursue a project in the northern Sierra that is outside of a top priority area or is not supported by NSP will notify other NSP participating organizations at the next NSP meeting about its plans for the project. The participating organization may determine to pursue public and private funding without NSP support provided that such efforts do not significantly compete with partnership-supported projects for public funds.

*Priority Area Review*

At the annual planning retreat of NSP, participating organizations will review the current map of priority areas to determine what adjustments, if any, may be necessary to continue accomplishing its purpose and goals and implementing its strategic plan.

**Community Sustainability**

A critical foundation for NSP’s work in the region is the development of political and cultural support for land and water conservation and stewardship as important and productive components of life in the northern Sierra. The significant contribution from the northern Sierra to regional and state biodiversity and water quality and supply necessitates conservation of natural resources while the complexity of the region’s economy and social culture also requires promotion of continued community development and maintenance of traditional livelihoods, including ranching and forestry. Working with local communities and landowners to achieve sustainable land uses and enhance sustainable local communities will be a high priority for NSP.

*Community Development*

Community development projects in which NSP may participate include county and local land use planning, collaborative regional planning, and development of local sustainable economic development strategies.

*Conservation Economy*

While “conservation economy” is not a traditional term, it is meant to describe the evolving interest in finding solutions to climate change and ensuring that community and statewide values such as scenic views and safe drinking water are not lost to unplanned growth. Potential NSP “conservation economy” projects include:

* Ensuring that local and regional perspectives are included in the Natural Capital Project;
* Developing projects to demonstrate carbon credit and/or carbon registry program benefits;
* Supporting sustainable conservation projects to demonstrate economic values including working range and forest lands;
* Supporting projects that support healthy forest management to increase fire resiliency and prevent catastrophic fire;
* Exploring innovative community conservation and natural resource marketing programs to increase the understanding of the interdependence of natural resources, local economies, and cultural and social values; and
* Developing conservation plans that consider growth areas as well as important natural resources.

Although not every participating organization may actively participate in community sustainability projects, NSP recognizes their importance to partnership success. A participating organization may propose a community sustainability project at any partnership meeting for review and inclusion pursuant to the Project Review process described below. NSP will designate a portion of its funds for strategic initiatives other than land protection and land management.

**Land Stewardship**

As part of the objectives outlined in its strategic plan, NSP plans to consider the development of programs that support the long term monitoring and stewardship obligations of the participating organizations. Participating organizations will review land stewardship projects following the Project Review process outlined below, giving special consideration to endowments and public and private foundation funding sources that may be specifically available for such projects.

**Project Review**

Land protection, community sustainability, and land stewardship projects will be proposed to the NSP on an ongoing basis. At regularly scheduled meetings, participating organizations will review proposed projects and make decisions on prioritization and allocation following the prioritization factors and allocation principles (Appendix II and Appendix III respectively) and the decision-making process described below. Land protection projects will be further subject to the standards, due diligence, and real estate project review process incorporated into this Charter as Appendix IV**.**

At the annual planning retreat of NSP, participating organizations will review the strategic plan, current year accomplishments, and available funding; determine what adjustments may be necessary to continue accomplishing its purpose and goals; estimate future funding projections and prepare and approve an annual budget and any budget amendments needed to reflect material or substantial changes from the annual budget; and make any needed updates to the strategic plan and priority maps.

**Fundraising**

NSP will develop a coordinated private fundraising campaign to support its goals and plans to raise $75-100 million in philanthropic funds in five years in order to leverage $225-300 million in public and non-philanthropic private funds. Each participating organization agrees to fully participate in the private fundraising campaign based on the Fundraising Principles incorporated into this Charter as Appendix V, and the Fundraising Protocols incorporated into this Charter as Appendix VI.

**Administration**

*Participants*

Original participating organizations of the Northern Sierra Partnership (NSP) include Feather River Land Trust, Sierra Business Council, The Nature Conservancy, Truckee Donner Land Trust, and the Trust for Public Land.

**Eligibility.** To qualify as a participating organization in NSP, an organization must be a nonprofit organization recognized as a public charity under section 501(c)(3) of the Internal Revenue Code (U.S.).  In addition, the organization must:

* As all or a part of its mission, actively work to conserve private land by undertaking or assisting in willing-seller/willing-buyer transactions;
* If the organization is a land trust, adopt and comply with the Standards and Practices established by the Land Trust Alliance;
* Maintain an active program working within the geographic area of interest of NSP, as outlined in Appendix I;
* Actively participate in NSP by committing staff time and resources to the following: private fundraising, communications, and government relations; and
* Make a formal written commitment to participate in NSP from an administrative level appropriate for the organization by signing this Charter.

**Adding Participants.** New participating organizations that meet the eligibility requirements and can contribute to achieving the purpose, goals, and objectives of NSP may be added by consensus of participating organizations.

**Ending NSP Participation.** Participating organizations may be removed from participation in NSP at their own written request or by a vote of 80 percent of the current participating organizations.

**Collaborating Partners.** Public agencies or private organizations that support NSP’s purpose and goals may be invited by consensus of participating organizations to participate in NSP meetings as non-voting collaborating partners. Collaborating partners may be excluded from any discussions, including those requiring votes by NSP participating organizations, at the discretion of the voting participating organizations.

**Representation.**  Each participating organization will provide the other participating organizations with the name and contact information for a primary and alternate representative and provide updates if representatives change. Each participating organization will develop a succession plan to maintain continuity as its representative to NSP is replaced.

**Expectations of Participants.** Participation in NSP is voluntary. However, participating organizations that choose not to participate in NSP activities must respect the decisions made and actions taken in their absence or lack of response in a timely manner to solicitations for written comment. In order for NSP to flourish and function effectively, participating organizations are expected to:

* Attend and fully participate in NSP meetings and decision-making;
* Comment in a timely manner on written requests for information, responses, and input on decisions;
* Assign a primary contact person who generally has the authority to represent the organization in NSP matters;
* Hold sensitive information in confidence;
* Be committed to the purpose and goals of NSP;
* Share expertise and collaborate on policy, conservation, fundraising, stewardship, government relations, and communications strategies and objectives;
* Leverage and optimize resources;
* Cooperate in a manner that fosters respect, trust, and confidentiality;
* Provide a safe environment for discussion and process; and
* Respect individual organizational autonomy.

**Partnership Principles.** NSP participating organizations will work together with mutual respect, cooperation, collaboration, accountability, and trust within the partnership. Core partnership principles include:

* Commitment to transparent internal communications;
* Commitment to coordinate external communications;
* Commitment to actively participate in partnership activities;
* Confidentiality;
* Willingness to compromise individual organization needs for partnership needs, without jeopardizing the individual organization’s mission;
* Strategic approach;
* “Support if I can; if not, do no harm”; and
* Commitment to ensuring that all participating organizations accomplish more through NSP participation than may have been accomplished by any single organization by working together to achieve all NSP goals and objectives, supporting the local participating organizations, and sharing recognition.

*Relationship of Organizations*

This Charter is not intended to create a “partnership” as contemplated under Sections 15501, 15611 and 16100 of the California Corporations Code, nor does a joint venture or principal-agent relationship exist between or among the participating organizations.

*Meetings*

NSP will hold regular conference calls and in-person meetings at least quarterly, and convene an annual in-person planning retreat. NSP may establish committees, a chairman, and an executive committee if deemed necessary.

*Decision-making*

NSP will make decisions by the consensus of the participating organizations.  Consensus is achieved if each participating organization indicates that it is at level A-D (not level E or F) of the following levels of consensus:

LEVEL

1. I can say an unqualified “yes” to the decision. I am satisfied that the decision is an expression of the wisdom of the group.
2. I find the decision perfectly acceptable. It is the best of the real options we have available to us.
3. I can live with the decision; however, I’m not especially enthusiastic about it.
4. I do not fully agree with the decision and need to register my view about it; however, I do not choose to block the decision and will stand aside. I am willing to support the decision because I trust the wisdom of the group.
5. I do not agree with the decision and feel the need to block the decision from being accepted as consensus.
6. I feel that we have no clear sense of unity in the group. We need to do more work before consensus can be achieved.

When a participating organization indicates it is at a level E or F, that organization assumes the burden of clearly articulating its concern and a constructive alternative to the larger group, which must assume responsibility for seeking ways to accommodate the concern. The group may continue this procedure until consensus is achieved or the group decides to disagree.

Each participating organization will have one vote for each decision. A quorum of 80 percent of participating organizations must be present at a meeting (in person or on the phone) in order to make a decision by consensus. Decisions may also be made by phone conference call, email, and other methods as appropriate.

If participating organizations are unable to reach consensus and a decision must be made, then the decision-making process will require a super-majority vote of 80 percent of the participating organizations at the NSP meeting. Each participating organization at the meeting must have the opportunity to vote in order to validate a ballot. Each participating organization commits to implementing agreements that are made.

NSP may adjust the voting percentages for quorums and super-majority votes if and as the number of participating organizations change.

*Communications – Internal*

* NSP internal communications are confidential unless a decision is made to provide information externally. Each participating organization agrees to treat confidentially any proprietary information which has been furnished by a participating organization under the terms of this Charter. Each participating organization further agrees that it will use the information solely for the purposes of implementing the terms of this Charter and that the participating organizations will not disclose any of the information in any way without the prior written consent of the affected participating organization or in connection with an inquiry by a court, law enforcement, or executive or administrative governmental agency or legislative body.
* NSP participating organizations agree to communicate openly, clearly, honestly, and respectfully and share any information relevant to NSP common issues with NSP participating organizations.
* The partnership coordinator will keep a list of all active land transactions and policy projects including identification of the lead and partner organizations, federal, state, local and private funding needs and sources, timing, and current status of the transaction and funding. Participating organizations will provide regular updates to the partnership coordinator. The current list will be provided to participating organizations prior to monthly meetings.
* NSP participating organizations will notify other participating organizations when a new landowner contact is first made for a new project to avoid competition and to determine other participating organization involvement.
* NSP participating organizations will provide regular updates regarding anticipated timing and funding sources on all active land transactions.
* NSP participating organizations will have regular conference calls and meetings, at least quarterly, to review strategic plan progress, determine appropriate adjustments to strategies, and make budget allocations and other decisions as needed.

*Communications – External*

* NSP recognizes that effective external communications are critical to NSP success, and so, individual participating organizations will respect the decisions made regarding NSP messaging and methods of communications.
* NSP participating organizations will follow approved messaging protocols when communicating with organizations’ member agencies, media, funders, and the public about NSP and its actions.
* NSP participating organizations will give all participating organizations and NSP credit for NSP accomplishments.

*Responsibilities and Risk*

The responsibilities of participating organizations include:

* Guiding development and implementation of strategies by NSP and recommending changes in adopted strategies to NSP;
* Developing and adopting processes and procedures or making recommendations to NSP, as appropriate, that are necessary for NSP to function effectively and efficiently in achieving its purpose and goals;
* Cooperating in fundraising activities by coordinating public and private funding requests and hosting fundraising events determined by NSP;
* Recommending priorities and directing NSP in response to changing conditions and circumstances through adoption of work plans that identify measurable outcomes, timelines, and the resources needed to be successful;
* Chartering and coordinating work groups as appropriate to complete the work of NSP;
* Directing the work of the partnership coordinator;
* Making budget and expenditure recommendations and preparing and approving an annual budget and any material or substantial amendments if needed for NSP;
* Evaluating the structure and function of NSP on a periodic basis, including the need for an Executive Committee;
* Developing and recommending proposals and procedures for external communications; and
* Considering other necessary positions to support NSP programs, including a fundraising coordinator.

Each participating organization agrees that it will be responsible for its own acts and the results thereof, and shall not be responsible for the acts of the other participating organizations or the results thereof. Each participating organization agrees that to the extent it may legally do so, it shall assume all risk and liability to itself, its officers, employees or agents, under this Charter, for any claims, damages, losses, judgments, expenses or other costs including litigation costs and attorney’s fees, arising out of, in connection with, or resulting at any time from any and all causes due to any act or acts, negligence, or failure to exercise proper precautions, of or by itself, or its own officers, employees or agents, in the performance of its obligations under this Charter.

*Partnership Coordinator*

The NSP partnership coordinator will be selected by the participating organizations. The responsibility of NSP partnership coordinator is to support NSP in achieving its purpose and goals. The partnership coordinator’s specific responsibilities include:

* Scheduling, planning, and coordinating meetings of NSP;
* Maintaining and updating the partnership map and priority areas;
* Maintaining and updating the partnership list of land transactions and policy projects;
* Tracking local issues and information that impact NSP;
* Maintaining and updating the partnership charter and strategic plan;
* Tracking partnership pooled fund income and expenses;
* Ensuring effective and timely internal communications to NSP participants about NSP business and issues;
* Maintaining a current list of the contact information for the primary and alternate representatives of each participating organization and any collaborating partners;
* Responding to external questions about NSP as directed by the participating organizations; and
* Maintaining the internal trust, confidentiality, and relationships necessary for cooperation and the partnership’s success.

*Fundraising Coordinator*

The participating organizations may determine to hire a fundraising coordinator to support the cultivation, solicitation, and stewardship of donors for a fundraising campaign. Specific responsibilities will be determined based upon NSP fundraising needs.

*Amending the Charter*

This Charter serves as the founding principles for NSP and may be amended from time to time as necessary by the current participating organizations of NSP through the decision-making process established in this Charter. Amendments will be made in writing.

The appendices are working documents that guide day-to-day NSP work and are dynamic documents that may be adjusted more frequently by the primary representatives of the participating organizations.

*Terminating the Partnership*

The participating organizations may determine, at some point, by consensus that NSP’s goals are no longer best served by the structure of NSP because NSP’s purpose has become too different from the one envisioned under this Charter or that conservation projects of mutual interest have been completed, in which case the participating organizations may determine by consensus to terminate the partnership. Any funds remaining in the shared fund on the date of termination shall be distributed in accordance with the mission and goals of NSP and in accordance with any restrictions imposed by the Donor at the time of the gift or with the Donor’s expressed intent as of the date of the termination.

**Participating Organizations’ Signatures:**

This Charter and any amendment may be executed in two or more counterparts, with each participating organization on a separate counterpart, each of which, when executed and delivered, shall be an original and all of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_

Feather River Land Trust Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_

Sierra Business Council Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_

The Nature Conservancy Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_

Truckee Donner Land Trust Date

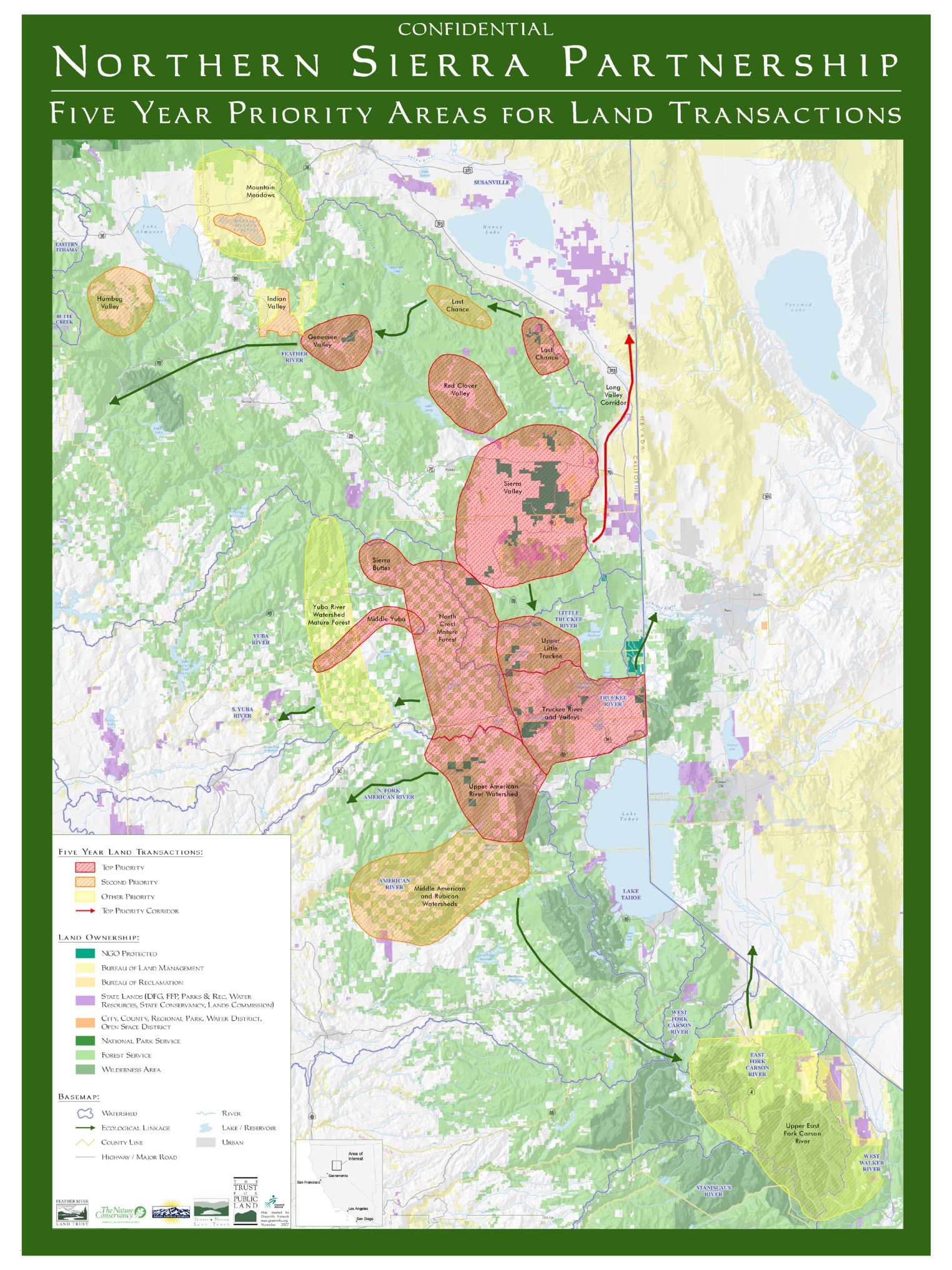
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_

The Trust for Public Land Date

**APPENDIX I:**

**Northern Sierra Partnership – Priority Areas Map**

(remainder of page intentionally left blank)



**APPENDIX II:**

**Northern Sierra Partnership – Project Prioritization Factors**

Resource Values: Degree to which the project contributes to enduring protection of important natural values, including: (1) ecosystem or species targets; (2) open space, scenic, recreational, cultural or working landscapes; and (3) ecosystem services (e.g. water quantity and quality, fire management, carbon sequestration).

|  |  |
| --- | --- |
| Very High | 1. a *substantial, enduring* contribution to conserving *regionally significant*1 resource values in all 3 sets above; or 2. a *very substantial, enduring* contribution to conserving *regionally significant* resource values in 2 sets above |
| High | 1. a *substantial, enduring* contribution to conserving *regionally significant* resource values in 2 sets above; or 2. a *very substantial, enduring* contribution to conserving *regionally significant* resource values in 1 set above |
| Medium High | 1. a *moderate, enduring* contribution to conserving *regionally significant* resource values in two sets above; or 2. a *substantial, enduring* contribution to conserving *regionally significant* resource values in 1 set above; or 3. a *very substantial, enduring* contribution to conserving *locally significant* resource values in 1 set above; or 4. a *substantial*, but *shorter-term* contribution to conserving *regionally significant* resource values in 2 sets above; or 5. a *substantial, enduring* contribution to conserving *locally significant* resource values in 2 sets above |
| Medium | 1. a *moderate, enduring* contribution to conserving *regionally significant* resource values in 1 set above; or 2. a *substantial, enduring* contribution to conserving *locally significant* resource values in 1 set above |
| Medium Low | a *moderate, small or shorter-term* contribution to conserving *locally significant* resource values |

Threat Abatement: Degree to which the proposed engagement at the project would abate a critical threat to, and/or enhance the long-term health2 of, priority resource values targeted above.

|  |  |
| --- | --- |
| Very High | (1) *significantly* abate a fatal threat to, and *significantly* enhance the long-term health of, targeted, *regionally significant* resource values; or  (2) *necessary and sufficient* to abate a likely fatal threat to the targeted resource value |
| High | 1. *necessary but not sufficient* to abate a fatal threat; or 2. *necessary and sufficient*  toabate a *critical* threat to targeted, *regionally significant* resource values, or 3. *very significantly* enhance the long-term health of, targeted, *regionally significant* resource values |
| Medium  High | 1. *meaningfully* abate a *critical* threat to targeted, *regionally significant* resource values, or 2. *significantly* enhance the long-term health of, targeted, *regionally significant* resource values; or 3. *significantly* abate a *critical* threat to targeted, *locally significant* resource values |
| Medium | 1. *meaningfully* abate a *critical* threat to targeted, *locally significant* resource values, or 2. *meaningfully* enhance the long-term health of, targeted, *regionally significant* resource values |
| Medium Low | abate a *low* threat to, orprovides little enhancement to the long-term health of, targeted resource values |

Financial Leverage: Degree to which the application of pooled campaign funds to the project would be leveraged by other public or private funding for the project. Project loan leverage may be further discounted to account for risks and holding costs.

|  |  |
| --- | --- |
| Very High | The pooled campaign funds would be leveraged 4:1 or greater |
| High | The pooled campaign funds would be leveraged 3:1 |
| Medium  High | The pooled campaign funds would be leveraged 2:1 |
| Medium | The pooled campaign funds would be leveraged 1:1 |
| Medium Low | The pooled campaign funds would be leveraged less than 1:1 |

Strategic Leverage: Degree and likelihood to which engagement at the project would demonstrably boost significant conservation outcomes at other priority Northern Sierra projects and the probability of achieving the goals of the Northern Sierra Partnership including developing new funding sources, partners, constituencies, policies, or conservation knowledge.

|  |  |
| --- | --- |
| Very High | *Likely* to create or significantly expand more than one of the following: an identifiable, *very significant* funding source, partner, constituency, policy or knowledge that is very likely to generate significant conservation results at other *regionally significant* Northern Sierra projects, based upon an explicit hypothesis; and the benefits would far exceed any potential negative outcomes |
| High | *Likely* to create or significantly expand an identifiable, *significant* new funding source, partner, constituency, policy or knowledge that is very likely to generate significant conservation results at other *regionally significant* Northern Sierra projects, based upon an explicit hypothesis; and the benefits would substantially exceed any potential negative outcomes |
| Medium  High | *Likely* to create or expand an identifiable, *significant* new funding source, partner, constituency, policy or knowledge that is very likely to generate significant conservation results at other *locally significant* Northern Sierra projects, based upon an explicit hypothesis; and the benefits would substantially exceed any potential negative outcomes |
| Medium | Could achieve *some* netbenefits beyond the project itself |
| Medium Low | No expected benefits can be envisioned beyond the project itself, or substantial negative outcomes could be expected that would exceed any benefits |

1*Regionally significant* resources must meet three tests:

(1) occur within a “top priority” Northern Sierra landscape; and

(2) be important occurrences at the project area (vs. small, incidental or seen occurrences); and

(3) of themselves, be recognized as regionally significant resources:

(a) ecosystems or species that are imperiled or designated by a public agency as being of special concern (e.g. willow flycatcher; Sloat mule deer herd)

(b) open space, scenic, recreational, or cultural values that are recognized as significant outside of the immediate project area (e.g. Sierra Buttes scenic values; Pacific Crest trail,

(c) ecosystem service values extend across a large geographic area or to a significant degree beyond the northern Sierra

2Enhancement of long-term health can occur through:

1. substantially completing, or providing a very significant piece of an assemblage of lands needed to conserve a targeted resource; or
2. restoring the health of a targeted resource; or
3. providing other significant enhancements to the resource

**APPENDIX III:**

**Northern Sierra Partnership – Allocation Principles**

The NSP fundraising campaign is expected to generate a substantial pool of capital that is not restricted to specific projects or organizations, but rather is given broadly to support priority conservation and community sustainability projects in the northern Sierra region. The donors will want to know the funds are being allocated wisely to high priority projects and to achieve high leverage. The participating organizations have established the following allocation principles for funds in the Northern Sierra Partnership Fund.

Within the framework of these principles, the participating organizations will rely on its goals (below) in considering allocations:

* Advance the rate of meaningful conservation results in the region;
* Attract greater public and private funding to the region;
* Increase conservation capacity within participating organizations;
* Develop and support an enduring culture of land conservation in the region that supports the region’s economic heritage;
* Create opportunities to reduce or mitigate the impacts of climate change;
* Develop and implement private markets for ecosystem services; and
* Broadly communicate a common conservation vision for the future of the northern Sierra region.

In addition, the participating organizations developed the following set of principles to assist allocation decisions:

* **Projects.** Projects may include acquisition of interests in real estate or other property interests; ecological services research, restoration, and management; stewardship endowments; and strategic initiatives. The participating organizations expect the vast majority of funds will be allocated to traditional interests in real estate (e.g. acquisitions and easements) and will designate a portion of the funds specifically for research and strategic initiatives other than land acquisition and land management. Participating organizations may define a project based upon reasonable assumptions (e.g. splitting a large transaction into multiple parts; combining several small parcels, lumping or splitting protection and restoration, considering contiguous areas outside of the Partnership priority areas when undertaking strategic initiatives, etc.)
* **Priority Landscapes**. Any project within or including the designated priority northern Sierra landscapes (see NSP priority areas map, included as Appendix I) will be eligible for consideration, but not necessarily assured funding. Extraordinary projects outside of the priority areas and within the partnership boundary may also be considered.
* **Priority Projects.** Not all projects are of equal importance. Many factors may influence the relative importance of projects, including:
* the natural resource values protected, including: significant ecosystems or species; open space or working landscapes; and recreational or ecosystem services;
* the degree and urgency of threat;
* the strategic leverage the project is likely to generate beyond the site – e.g. boost the protection of other priority projects, enhance financial resources, increase community support, or build the capacity of a participating organization; and/or
* financial leverage.
* **Financial Leverage.** An underlying principle of the capital campaign is that private funds can help stimulate other funding sources. In allocating campaign funds, participating organizations will seek to generate substantial leverage from other sources, including federal, state, regional, and local conservation agencies, other private donors, private equity investments, bargain sales, and donations by landowners.
* **Need.** Sometimes converse to leverage is need. Some priority projects, for various reasons, may not readily qualify for other major funding sources. The need for private funds to make a project happen will be considered in unusual circumstances.
* **Equity.** The allocation of combined funds must be done in a way that fairly supports the priorities of the respective participating organizations and addresses priorities across the entire region. Sometimes a very high priority for one participating organization may not be a high priority for others. Each participating organization must be assured that some reason­able percentage of the combined funds will be available for its top priority project(s), and expects that the campaign will generate more funds than a participating organization could achieve acting alone.
* **Reserve Funds.** During the first few years of the campaign, the participating organizations will hold some reasonable amount or percentage of combined campaign funds and pledges in reserve, recognizing that higher priority projects may materialize at a later date.
* **Funds for Project Implementation Expenses.** The participating organizations recognize the substantial acquisition and staff costs that go into a project transaction, and that the ability to recapture these costs varies from project to project, and among the organizations. Accordingly, some limited amount or small percentage of funding may be allocated to cost recovery required to implement priority projects.
* **Consensus Decision-Making.** See *Decision-making* section of the Charter.

Clarifying Statements to the Allocation Process

* Endowments: A participating organization will request no more than 5% of the land transaction value for easement monitoring and legal defense endowments, except in exceptional cases. Stewardship endowment requests will be considered on a case by case basis.
* Participating organizations may request bridge loans for projects when PRIs (program-related investments) are not feasible due to timing, term, or other factors, and when there is a high probability of funding recovery.
* A participating organization will reimburse pooled funds received for any acquisition or project development or implementation cost when funds are later recovered from another funding source.
* Participating organizations may consider and approve grants to collaborating members providing any necessary due diligence is completed and grant requirements are met.
* All transactions and projects will meet Land Trust Alliance standards and be subject to due diligence review of appraisal, phase one environmental assessment, title, agreements, and other documentation as described in Appendix IV.

**APPENDIX IV:**

**Northern Sierra Partnership – Land Protection Standards, Due Diligence and Real Estate Project Review**

**Introduction**

The participating organizations hold themselves accountable to, and operate in accordance with, the highest possible standards for conducting legally, ethically, and financially sound real estate transactions. Real estate projects will be periodically discussed, updated, and vetted among the partners; in the past, robust discussion of the land deals in progress and collegial peer review and feedback has proven to be a major strength among the partners. Any transaction involving major potential legal, financial or reputation risks will be reviewed by the participating organizations to evaluate the risks, consider potential strategies to mitigate the risks, and recommend a course of action. RLF, as part of its role as the partnership coordinator and pooled fund manager for NSP, will help facilitate the NSP’s review of proposed acquisition projects.

**Standards**

NSP project review standards fully include, but are not limited to, the “Land Trust Standards and Practices” published by the Land Trust Alliance (LTA), as updated and modified from time to time. The LTA standards include compliance with all laws, conflict of interest policies, ensuring sound transactions, and stewardship of lands and conservation easements.

In addition, the participating organizations will follow specific standards for completing all real estate transactions, including but not limited to:

* All purchases will be supported by independent, qualified appraisals conducted by a NSP approved appraiser according to (the federal and state appraisal) standards. NSP approved appraisers will be a Member of the Appraisal Institute and/or a State of California Certified General Real Estate Appraiser.Appraisals with valuations over $500,000 or with extraordinary conditions will be reviewed by a public agency or another qualified third party.
* All project and funding documents will be reviewed prior to closing by an experienced real estate attorney.
* Title insurance policies will be obtained prior to closing for any property interest to be acquired.
* Environmental due diligence for hazardous materials, will be conducted via “Phase 1” assessments prior to closing; if recommended by the Phase 1 findings, all reasonable recommendations, including a Phase 2 assessment, will be conducted.
* Determination of property boundaries will be completed through legal property descriptions, marked boundaries, or, if appropriate, a survey prior to closing.
* Appropriate expertise in financial, real estate, tax, scientific, and land and water management matters as dictated by the project will be secured as needed.
* Disclosure to other participating organizations of any potential private funding, debt financing, non-permanent easements, potential relationships with landowners, and potential conflicts of interest or transactions with related parties will be made prior to closing: If a non-lead participating organization has a potential conflict of interest with, or is a related party to, a transaction by another participating organization, then it will recuse itself from any decisions relating to the transaction.
* For a conservation easement transaction, there will be a completed easement baseline documentation report before closing as provided by LTA standards, a monitoring plan, and the easement will include a subordination provision for trust deeds and leases.
* For all donations or bargain sales of land or interests in land, participating organizations will follow Standard 10 of the LTA Standards and Practices.

**Real Estate Project Review Process**

* Active projects will be discussed, updated, and vetted among the participating organizations at their regular conference calls or meetings, as outlined in the general Project Review section of the Charter.
* All real estate transactions will undergo the standard internal review and approval process required within the respective participating organization.
* The participating organizations anticipate that the majority of real estate transactions will involve public funding sources, and thus will also require review by those funders. Some transactions may involve public and/or private funding sources which require additional reviews.
* RLF, as part of its role as the coordinator and pooled fund manager for NSP, will help facilitate the NSP’s review of proposed acquisition projects. The RLF role is intended to facilitate prompt decisions by the participating organizations, enabling partnership organizations to focus on the most important matters. RLF facilitation will provide additional assurance that the process embodies the high standards adopted by NSP.
* Once a transaction is likely to proceed, a participating organization will circulate a “deal summary” which describes the project and demonstrates that it has met the agreed upon specific standards listed above, including valuation, long-term management and steward­ship provisions, status and summary findings of due diligence investigation, and summary of any potential legal, financial, or reputation risks including issues related to Form 8283. The summary may draw upon the participating organization’s internal routing documents or documents submitted to a public agency for review. The summary will be routed to all participating organizations via RLF.
* RLF will maintain a checklist for each transaction that provides the status of the due diligence review, including appraisal, title report, Phase 1 assessment, conservation easements (if applicable), and any other documents that NSP or funding agencies and organizations determine should be reviewed. Copies of due diligence documents will be provided to RLF. RLF will periodically update and circulate each checklist to the participating organizations.
* If a funder requires or requests independent RLF review of transactions, RLF will conduct timely review of relevant documents and will outline issues, if any, that the lead participating organization may want to address and NSP may want to consider in funding the project.
* If any participating organizations or RLF as pooled fund manager have concerns about any aspects of a transaction, they may request additional supporting information. Upon receiving additional information, they may request a timely NSP review of the transaction or an element of the transaction.
* All transactions cited as involving major potential legal, financial, or reputation risks will be reviewed by the participating organizations to evaluate the risks, consider potential strategies to mitigate the risks, and recommend a course of action.
* If a transaction involves a confidentiality agreement, the transaction’s review by NSP will be treated appropriately (e.g. other participating organizations may be asked to sign a confidentiality agreement).

**Appendix V:**

**Northern Sierra Partnership – Fundraising Principles**

The Northern Sierra Partnership will launch a coordinated fundraising campaign to achieve the dual purposes of: 1) maximizing donor potential for gifts to conservation in the Northern Sierra; and 2) avoiding adverse effects on existing donor and prospect relationships. The participating organizations envision a $75 million to $100 millionprivate campaign that will leverage $225 million to $300 million in public funding. It is likely that NSP will hire a Fundraising Coordinator whose responsibilities may include:

* Tracking and maintaining complex, confidential information that relates to NSP’s agreed upon donor strategies;
* Working on a variety of activities including providing program information to fundraisers; preparing, assembling, distributing campaign materials as needed;
* Drafting routine solicitation, stewardship reports and acknowledgments; maintaining schedule and providing reminders of all reports due;
* Setting up and maintaining a donor database, updating donor information, producing reports, performing analyses, and tracking donors; maintaining participating organization “subgroups” and relationship managers for each major prospect;
* Coordinating scheduling of donor meetings;
* Assisting in cultivating and soliciting donors through meetings, trips, and other events;
* Monitoring and providing regular updates on progress of tactical rollout of marketing and media programs as required; and
* Developing written materials and other support documents for a variety of external marketing vehicles, including press materials, printed publications, and possibly web updates.

To guide the Campaign, the participating organizations have agreed to the following principles:

1. The Campaign anticipates that approximately $65 million to $80 million of private funds will come from 10-15 lead donors and prospects (with donation potential of $500,000 or more). Accordingly the Campaign will devote the majority of its efforts to cultivating and securing gifts from these lead donors and prospects, collectively termed “Group I.” The participating organizations anticipate that the funds raised from these top donors and prospects will be directed to a shared Northern Sierra Partnership (Fund) (unless a donor restricts otherwise), and distributed based on allocation principles developed and approved by the participating organizations.
2. The Campaign anticipates that $7 million to $15 million of private funds will come from a second set of 100 major donors and prospects (with donation potential of $25,000 to $499,999) collectively termed “Group II.” The participating organizations anticipate that some of these donors and prospects will contribute directly to the shared Fund, and the participating organizations will seek such gifts as is feasible. However, the participating organizations anticipate that others may elect to make restricted gifts to NSP for specific NSP projects/transactions, or to a specific participating organization or participating organizations for one or more NSP-approved projects/transactions.
3. The Campaign anticipates the remaining $3 million to $5 million of private funds will come from 1,000-2,000 other donors and prospects (with donation potential of a “membership gift” to $24,999), collectively termed “Group III,” making contributions directly to participating organizations which are donor-restricted, or designated by the receiving participating organization, to projects and transactions in the NSP region. Whereas Group I and Group II may be solicited for contributions to the shared Fund, it is anticipated Group III will be solicited by individual participating organizations or participating organization Subgroups for contributions to a specific participating organization or participating organizations for projects/transactions in the NSP region.
4. It is the intent of the participating organizations that any gift raised by or for any of the participating organizations for projects/transactions in the NSP region will count towards the overall Campaign goal.
5. To ensure donor confidence, effective financial management, and efficient allocation of these shared funds, Resources Legacy Fund (RLF) will serve as fiscal manager for the Campaign. Specific protocols will be developed and approved by the participating organizations to govern RLF’s role as fiscal manager.
6. Strict protocols will be followed for the development, use, and management of shared donor and prospect information, as outlined in Appendix VI below. The protocols shall be consistent with donor-privacy policies of participating organizations, and shall respect donor requests to remain anonymous or “do not share.”
7. With the exception of donors and prospects in Group I and Group II, the protocols shall not interfere with the ability of participating organizations to cultivate an existing membership base, pursue unrestricted operating funds, or pursue funds for non-NSP projects.
8. Participating organizations are encouraged to make appropriate use of the Campaign and its materials for fundraising requests for their own priority projects in the northern Sierra.

**Appendix VI:**

**Northern Sierra Partnership – Fundraising Protocols for**

**Donor Prospect Screening, Strategy Development and Usage of Shared Information**

1. These protocols govern the screening of potential donor prospects, the development of donor strategies, and the sharing of prospect and donor information for the Northern Sierra Partnership (NSP) and its associated Fundraising Campaign. They follow the *Northern Sierra Partnership Fundraising Principles*, included above as Appendix V, and employ the terms Group I, Group II and Group III as defined in the *Principles*.   
     
   The target audience of these protocols is primarily the staff and volunteers of the participating organizations (Feather River Land Trust, Truckee Donner Land Trust, Sierra Business Council, The Nature Conservancy, and the Trust for Public Land). These protocols are intended for use during the NSP Campaign period of September 2007 to September 2012, or the determined length of the Fundraising Campaign.
2. For the purposes of these protocols and the Campaign, the participating organizations define a *Prospect* as a person or institution who a participating organization believes has capacity and interest in making a gift to the determined NSP region but has not yet done so, and a *Donor* as being a person or institution who has made a gift (whether restricted or unrestricted, and including annual ‘membership’ dues) to one or more of the participating organizations. A *Group Member* is a *Donor* or *Prospect* identified by one or more participating organizations as a candidate for Group I, Group II, or Group III.
3. The purposes of screening *Donors* and *Prospects* are to identify (i) candidates for Groups I, II, and III, (ii) the candidates’ Relationship Manager, and (iii) if a shared Donor or Prospect, the participating organization Subgroup (as detailed below).
4. In the spirit of cooperation, each participating organization agrees to the following process and protocols for defining and managing the donor universe.
   1. Each participating organization will provide the Fundraising Coordinator a list of individual and institutional Donors who (i) have made a gift related to the NSP region in the last 7-10 years OR (ii) who live/operate in the NSP region, OR (iii) who have a state-wide interest in conservation and have made a gift to a project outside the area in which they live/operate in the last 7-10 years.
   2. Each participating organization will provide the Fundraising Coordinator a list of their top Prospects who they think can make a gift to the NSP region, but do not meet the criteria of the Donor list above, and who would appropriately be placed in Group I or II.
   3. The Donor and Prospect lists provided to the Fundraising Coordinator shall contain (a) names, (b) the participating organization’s view as to whether the Donor or Prospect is a candidate for Group I, Group II, Group III, or none of these groups, and (c) only a minimum of additional information necessary to distinguish between like names. The lists shall not include contact information. Donors who have requested anonymity from a participating organization will be tracked by the Fundraising Coordinator. Updated Donor and Prospect lists will be provided to the Fundraising Coordinator at start of each quarter.
   4. If a Donor makes a gift to a participating organization that counts toward the NSP Campaign goal, that participating organization shall report to the Fundraising Coordinator the Donor name, gift amount, the project/transaction targeted by the gift, and the participating organization’s current view as to whether the Donor belongs in Group I, II or III, or none of these groups. The Fundraising Coordinator shall only collect or maintain such information (i) for Campaign accounting purposes, (ii) to determine if two organizations are inadvertently working on the same Group Member simultaneously, and (iii), to determine, in consultation with relevant participating organizations, if a Donor should be moved from one Group (I. II III, or none of the preceding) to another.
   5. All of the Donors and Prospects reported by the participating organizations will be compiled into one database by the Fundraising Coordinator. The Fundraising Coordinator will then:
      1. Compile Group Member lists for Groups I, II, and III as indicated by the participating organizations’ lists. Where Donors or Prospects appear in more than one Group, as the result of participating organization overlap and differing perceptions of donor capacity, final placement will be determined by the participating organization Subgroup (described below).
      2. Correlate with each Group Member the participating organization or participating organizations on whose Donor or Prospect lists the Group Member appears.
   6. Donors and Prospects reported by participating organizations but which no reporting participating organization considers a candidate for Group I, II, or III, shall not be subject to further NSP consideration.
   7. For all Group Members the database will contain general information including, but not limited to, the Member’s reporting participating organization, or if overlap, composition of the participating organization Subgroup and the Relationship Manager, general campaign strategy, targeted campaign ask, etc. The database will not contain contact information nor other information deemed sensitive by participating organizations. Contact information will be maintained only by the relevant participating organization, or in the case of overlap, participating organizations.
   8. The Fundraising Coordinator will identify appropriate participating organization Subgroups to develop and implement strategies for each Group Member reported by two or more participating organizations. The purpose of creating participating organization Subgroups is to increase efficiency and to protect sensitive information by limiting strategy development to the participating organizations who already receive funding from that Donor. In the event a Group Member is reported by more than one participating organization but has not given funding to any participating organization (a pure Prospect), the reporting participating organizations shall compose the participating organization Subgroup. All Group Members reported by only one participating organization will be managed by that participating organization. The Fundraising Coordinator will present participating organization, or in the case of participating organization overlap, participating organization Subgroup strategies regarding specific Members of Group I and II to the entire NSP for comment.
   9. Group Member lists for Groups I & II, including name, associated participating organization(s), and Relationship Manager will be made available to all participating organizations. Donors who request anonymity will be listed as anonymous in this list.
   10. Group III names will be solicited by those participating organizations who reported the particular Group III Member on their Donor or Prospect lists submitted to the Fundraising Coordinator. If new information presents itself that would cause a Group III donor to be reconsidered for a different Group, that donor will be discussed by NSP and their Group will be adjusted accordingly.
   11. Strategies adopted by participating organization Subgroups, or by NSP more generally, with respect to Group III Members, shall not hinder a participating organization’s ability to cultivate membership, pursue unrestricted operating funds, or pursue funds for non-NSP projects/transactions. That said, individual participating organizations shall make reasonable efforts to minimize detrimental effects of such activities, if any, with respect to NSP goals.
   12. Within participating organization Subgroups, and subject to possible constraints imposed by participating organization donor-privacy policies, participating organizations will share background and other information regarding Group Members. This information may include but is not limited to: knowledge of a Group Members philanthropic giving history and capacity; interests; suitable contacts to help engage a Group Member in the Campaign; relevant information regarding a Group Member’s community interests, connections, and history; and a Group Member’s interest and history regarding conservation efforts. Participating organizations will have discretion in sharing any sensitive Group Member information, including contact details, explicit giving amounts, etc. A participating organization may request a waiver from individual donors with respect to the participating organization’s privacy policy if deemed useful by the participating organization or participating organization Subgroup.
       1. In each participating organization Subgroup, priority for shaping the donor solicitation strategy will go to the participating organization that has received funds from the Group Member with the greatest magnitude and/or frequency in the past two years. Secondary input will be given to other participating organizations that have received funding in the past two to five years. Tertiary input will be given to participating organizations that have never received funding but consider the donor to be a prospect.
       2. Each Group Member will have a clearly identified Relationship Manager. The participating organizations in each Subgroup will openly discuss their relationship with the Group Member to determine who will be the best Relationship Manager or solicitation lead. In the event participating organizations in a Subgroup are unable to make this or other decisions, a participating organization outside the Subgroup will be called into the discussion to resolve disputes. Donors and prospects in Groups I or II will be managed by the appropriate subgroup for the duration of the campaign.
       3. All sensitive Group Member information shared within Subgroup or broader group discussions shall be treated as highly confidential, not to be shared beyond the participating representatives of the participating organizations. Information gained through Subgroup sharing is intended only for the benefit of the NSP region, not for unrelated participating organization activities, For participating organizations where multiple staff members manage individual and institutional Donors, it is understood that some communication beyond the participating organization representatives may be required, but confidentiality will be strictly maintained.
   13. The Group Member lists are live documents. Any time a participating organization identifies a new candidate for Group I or Group II that name should be quickly reported to Fundraising Coordinator to determine if there is overlap, and if so, to assign it to the appropriate participating organization Subgroup. The Group III list will be updated with the quarterly lists submitted to the Fundraising Coordinator as provided for above.
   14. In the event that a partner submits a ‘new-to-them’ prospect to the Fundraising Coordinator and that prospect is already included in the master database, the Fundraising Coordinator will immediately inform the appropriate subgroup of the additional participating organization and will modify the subgroup. The subgroup reassesses the prospect regarding the relationship manager and strategy.
   15. Those Prospects who have been disqualified by the participating organizations (i.e., further solicitation is agreed to be fruitless) will be released from the solicitation parameters identified above. They are free to be solicited by any participating organization without further collaboration. For disqualified Prospects from all Groups, a record of the NSP solicitation and strategy will be retained and added to the collective database for general consumption.
   16. For the duration of the NSP fundraising campaign, the Fundraising Coordinator is authorized to gather and manage information relevant to NSP fundraising. This includes but is not limited to: hard copy files of Group I and II correspondence or background information, data files shared by participating organizations, and an electronic database for managing Group I and Group II Members, and NSP activities. The database shall be subject to limitations described elsewhere in this document. The database and other gathered information is for the use of the Fundraising Coordinator. Information shall be shared with participating organizations on a “need to know basis” unless explicitly provided for elsewhere in this document, and shall be subject to previously stated limitations.
   17. At the completion of the Campaign an exit strategy will be developed and agreed upon by the participating organizations, and communicated to Donors who have contributed directly to the shared fund, and select Prospects as appropriate.
   18. The governing boards or appropriate representatives of the participating organizations may collectively elect to dismantle the NSP fundraising database. Such a decision shall be made by consensus as described in *Decision-making* section of the Charter.