METRO

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# RFP 10-1565
# Strategic Planning for Natural Areas Information System


**Metro Sustainability Center**
**Natural Areas Division**
600 N.E. Grand Avenue
Portland, OR 97232
(503) 797-1700, Fax (503)797-1849

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**Procurement Contact:**
Darin Matthews, Metro Procurement Officer
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Phone: 503-797-1626


Proposal deadline is **3:00 PM on *April 8,* 2010**. Proposal may be submitted by mail, hand delivery, or email and addressed to the Project Manager listed above.

# STRATEGIC PLANNING FOR NATURAL AREAS INFORMATION SYSTEM
# RFP 10-1565

## I. INTRODUCTION

Metro is the directly elected regional government that services more than 1.2 million residents in Clackamas, Multnomah and Washington counties and the 25 cities in the Portland Metropolitan area. Metro is responsible for regional growth management, transportation and land use planning; regional environmental management; operation of the Oregon Zoo; regional parks and green spaces programs; and technical services to local governments.

The Natural Areas Program Director of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for several deliverables related to information systems planning for Metro's Natural Areas program. Details concerning the project and proposal are contained in this document.

Proposals are due no later than **3:00 p.m., *April 8*, 2010** in Metro's Sustainability Center, Natural Areas Division, Attn: Katy Weil RFP 10-1565 at 600 NE Grand Avenue, Portland, OR 97232-2736, (faxed submissions will not be accepted).

## II. BACKGROUND/HISTORY OF PROJECT

The Natural Areas Division of Metro's Sustainability Center is responsible for implementing Metro Council's goal of protecting and enhancing the region's natural assets for future generations to enjoy. Those assets include clean air and water and quality habitat for fish, wildlife and people.

This effort began in 1995 with passage of the $135.6 million Open Spaces, Parks and Streams Bond measure with the goal of acquiring land in 14 of the 57 regional natural areas identified in the 1992 Metropolitan Greenspaces Master Plan. Over 8,100 acres of open spaces in 14 target areas and 74 miles of stream and river frontage were acquired.

In 2006 voters passed the $227.4 million Natural Area Bond Measure, $168.4 million of which will be used directly by Metro to acquire 3,600 – 4,500 acres in river and stream corridors, headwaters and wildlife areas in 27 regional target areas. To enhance accountability and transparency of the program the 2006 bond measure establishes a citizen oversight committee and requires an annual financial audit. It is expected that land acquisition under the 2006 bond measure will continue into 2013-14.

To support the 1995 acquisition process an information system was necessary. Based upon the Office of Metro Attorney's file structure and the Open Spaces bond measure refinement plan, a system was developed. The main features of this system are:

1) The "G-number" which uniquely identifies each property, serves as the index into the manual filing system of acquisition documents and is transferred into the general ledger to track revenue and expenditure; both roll up into the program's target areas.

   a. The G-number was based on target areas and acquisitions. Each target area is structured as a "parent," with each purchase or option to purchase as a "child" which is assigned the G-number. It does not include Taxlot information which would make this more robust. One G-number may include multiple parcels
2) The Natural Areas Database – an Access database that records the attributes of each property. Entries are made in this database after the sale of the property has closed.
   a. The G-number was not maintained in the access database but may not be a huge effort to implement.

By continuing use of the G-numbers and cloning the 1995 Natural Areas Database this same system is being used to support the 2006 bond measure. However, the conditions under which the acquisition program operates have changed and the adequacy of the information system is under question:

1) The systems cannot directly calculate measures of performance included in Metro's annual budget. For most performance measures manual calculation is required.
   a. The types of reports will need to be developed.
2) The Metro Council is establishing a system of quarterly project progress reporting. This has created a reporting requirement for the natural areas acquisition program. The database will need to be adaptable as these reports are better defined.
3) The system does not incorporate measures of performance developed by Natural Areas Acquisition Citizen Oversight Committee.
   a. The 2006 Bond Measure has identified confidential taxlots which could be given G-numbers, this would enable the negotiators to refer to those whom were not interested or whom were interested with the same system allowing the separate data tables to talk to one another. Currently it is not set up this way.
4) The system can search by county, but not easily between the two bond programs, though a report can do this fiducially. This can serve as a barrier for a quick response to external requests for information such as "total acres acquired in Clackamas County."
   a. The two databases will need to be merged into one. Until then this is a fairly easy GIS function which can be run.

Additionally, the October 2007 report *Natural Areas Program – improved transparency recommended* issued by Metro's Auditor recommends:

1) Direct future efforts to building a performance measurement system. This includes "a more comprehensive set of performance measures and the means to capture and report these measures."
2) Use past experience to continuously improve the system by documenting "valuable information about purchasing real estate for a public purpose."

To begin to address these challenges, Metro's IT department was asked to review the Natural Areas Acquisition information system. A summary of this review is included as Appendix 1 to this request for proposals. A number of deficiencies and issues were discovered:

- The Natural Areas Acquisition database has a number of design challenges that limit its ability to accurately represent elements of a property acquisition.

- The separate 1995 and 2006 versions or the Natural Areas Acquisition database make consolidated reporting very difficult.
- The G-Number isn't identified early enough to capture some of the Citizen Oversight Committee's recommendations.
- The G-number does not continue to be used in the database or the GIS system
- The G-number does not identify taxlot numbers.
- There are many additional and/or duplicative Excel spreadsheets, Word documents and lists kept by individual staff members that can tend to isolate data. This is valuable information that could be captured within the information system. .
- Currently, only staff who manage Metro Council legislation currently utilize the document management system; this system could provide common access to acquisition documents and minimize the need for multiple convenience copies.
- Data on failed purchases is kept in individual files although the program may have interest in knowing how many and why purchases fail.
- The concern and requirement for strict confidentiality until closing a sale creates a high level of concern regarding central recording of acquisition information that could be exposed in any way to the public.
- Because information on property acquisitions is maintained individually there is no consistent, common knowledge base regarding land acquisitions.

The two databases should be merged. With clear data architecture and a redesigned database serving as the point of integration for such tools as business intelligence, collaboration, work flow, document management and customer relationship management would address many of these problems. However, in the absence of any guidance on the specific goals for such a system or the operational, technical, economic and schedule constraints that would govern its design, no specific recommendations were made.

## III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms or individuals to perform the following services and deliver the products described:

1. Lead key members of the Natural Areas Division and Office of Metro Attorney in creating a vision statement for the Natural Areas Acquisition Information System. This would describe how the land acquisition program would function and perform differently, what people would be able to do, etc. as a result of revamping the information system.
2. Lead key members of the land acquisition program in identifying critical success factors for the information system. These would likely concern topics such as presentation and access to information, reporting key performance indicators, support of business processes, providing business process metrics, knowledge retention, security and confidentiality of information, monitoring financial commitments, etc.
3. Lead key members of the land acquisition program in identifying constraints which will govern the design of the information system. These will likely include operational, technical, economic and schedule constraints.

4. Lead key members of the land acquisition program to develop and prioritize specific goals and objectives required to implement the vision and critical success factors.
5. Identify and propose packages of development alternatives to achieve the identified objectives.
6. Assess the two access databases and how to combine the databases, create unique id for the GIS system and or other tables to enable connectivity when needed and remove unnecessary fields.
7. Evaluate and present the operational, technical, economic and schedule feasibility of each alternative.
8. For the alternative selected by Metro, develop a work program which defines and sequences multiple implementation projects required to implement the option selected.

## IV. QUALIFICATIONS/EXPERIENCE

Proposers shall possess the following experience: Experience facilitating information system strategic planning sessions, knowledge of current information systems technology, experience in identifying and implementing appropriate information system technologies. Include in your proposal any public sector experience performing a similar project.

## V. PROJECT ADMINISTRATION

Katy Weil, senior management analyst with the Natural Areas program, will manage the resulting contract with supervision from the Natural Areas Program Director. All work products provided under the contract are subject to the project manager's approval, as well as all invoices. Metro will make payment 30 days from date of invoice after authorization by project manager. Invoice is to include detailed summary of all work done for which the invoice is submitted.

## VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Three (3) copies of the proposal shall be furnished to Metro, addressed to:

Metro Sustainability Center
Natural Areas Division
Attn: Katy Weil RFP 10-1565
600 NE Grand Avenue
Portland, OR 97232

The deadline for receipt of all proposals is **3:00 p.m., *April 8*, 2010.**

All questions regarding this proposal shall be submitted to Katy Weil by 3:00 pm April 1, 2010, at (503) 797-1688 or katy.weil@oregonmetro.gov.

B. RFP as Basis for Proposals:

This Request for Proposals, including the appendix labeled, "Appendix I: Natural Areas Acquisition Information System," represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. Any questions, which in the opinion of Metro warrant a written reply or RFP amendment, will be furnished to all parties receiving this RFP. Metro will not respond to questions received after the deadline.

C. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

D. Minority, Women and Emerging Small Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232; (503) 797-1816.

## VII. PROPOSAL CONTENTS

The proposal should describe the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

A. Cover sheet: Include organization name and contact information.

B. Transmittal Letter: Name and address of your organization, the date established, and a brief description of its historical background and key areas of work.

C. RFP Contact Information: The name, title, address, and phone number of the individual preparing the response and the name of the contact for this RFP. Include a statement that the proposal will be valid for ninety (90) days.

D. Staffing/Project Manager Designation: Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. Identify the project manager and all personnel that will be assigned to the project, their roles in relation to the work required, percent of their time on the project, and

special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

The consultant must assume responsibility for any sub-consultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

E. Experience: Indicate how your firm meets the experience requirements listed in Section IV, above. Provide a list of projects conducted over the past five years which involved services similar to the services required here. For each of these other projects include the name of the customer contact person, his/her title, role on the project, e-mail, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.

F. Project Approach/ Work Plan: Provide a framework of how you would approach the work, including a proposed work plan and schedule including anticipated project time line. This will be further explored through interviews with the finalists.

G. References: Provide a list of other Oregon public and private sector employers for which you provided similar services to those contained within this Scope of Work within the past five years. Include the names, titles and phone numbers of appropriate contacts at these organizations that are able to discuss the details of the services your agency provided.

H. Cost: Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and sub consultant fees (if any). Requested expenses should also be listed.

I. Miscellaneous: Provide any other information, which you feel, would assist Metro in the process of evaluating your proposal.

J. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP and attached personal services agreement are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

## VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.

B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.

C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

## IX. EVALUATION OF PROPOSALS

Proposals received that conform to the proposal instructions will be evaluated based on approach, experience, availability and cost. Interviews may be held with the finalists, prior to awarding the contract. Award will be made to the firm submitting the most advantageous proposal as solely determined by Metro. Evaluation criteria will include the following:

| | |
|---|---|
| Approach or work plan | 30 |
| • Communications with staff you would undertake | |
| • Time frame | |
| • Format of final deliverables | |
| • Exceptions or changes noted | |
| Staff & Experience | 30 |
| • Firm or staff experience with similar projects | |
| • Firm or staff experience with other public sector agencies | |
| • Firm or staff experience with a diverse population | |
| Budget/Cost Proposal | 30 |
| • Overall cost of services | |
| Presentation | |
| • Document | 5 |
| • Presentation to RFP committee (for finalists) | 5 |
| **Total** | **100** |

## X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

## XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached personal services agreement is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal.

METRO
600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

# Personal Services Agreement

**Must Be Under $50,000** Contract # _____

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and _____ _____, referred to herein as "Contractor," located at _____ _____.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective_____and shall remain in effect until and including_____, unless terminated or extended as provided in this Agreement.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed _____ _____AND _____/100THS DOLLARS ($_____).

4. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability, shall be a minimum of $1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and

(2) automobile bodily injury and property damage liability insurance coverage shall be a minimum of 1,000,000 per occurrence.

b Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

c Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

d If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of $500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

e. Contractor shall provide Metro with a Certificate of Insurance complying with this article, and naming Metro as an additional insured within fifteen (15) days of execution of this contract, or twenty-four (24) hours before services under this contract commence, whichever date is earlier.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for six years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

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|---|---|
| _____ | METRO |
| By_____ | By_____ |
| Title_____ | Title_____ |
| Date_____ | Date_____ |

# Appendix I

# Natural Areas Acquisition Information System

## Overview

This appendix documents the four aspects of the Natural Areas Acquisition information system:

*Business purpose* – the goals, objectives and policies that define the need for the information system.

*Information workers* – those involved in creating, processing and distributing information.

*Data and information* – transactions, operational reports, management reports and measures of performance

*Input/Process/Output* – the means by which the data of the system is transformed into useful information.

## Business purpose

The Natural Areas Acquisition program is established and defined by a body of legislation enacted by the Metro Council:

- 2006 Natural Areas bond measure resolution 06-3672B
- Refinement plans – one resolution per target area
- Natural Areas Implementation Work Plan (Resolution 07-3766A)

## 2006 Natural Areas Bond Measure (Resolution 06-3672B)

The goal of the 2006 Natural Areas Bond Measure is to conserve the region's most valuable natural resources such as clean air and water, while helping manage growth and maintain the region's heralded quality of life for future generations. It builds on the successful conservation efforts of the past by renewing the region's ability to protect critical headwaters, rivers, streams and forests through continued land acquisition.

The bond measure consists of three elements:

- Regional natural area and greenways acquisition in the amount of $ 168.4 million
- Local share program in the amount of $44 million, and
- Nature in Neighborhoods Capital Grants Program in the amount of $15 million.

The subject of this information system is the natural areas and greenways acquisition.

Regional natural area and greenways acquisition is focused in 27 target areas. These target areas were selected by Metro staff with the assistance of regional scientists and natural resource experts by applying these target area selection criteria:

- Water quality – contributes to the protection of watersheds and water quality
- Habitat value – supports a diversity of plant and animal life
- Rarity – reflects the relative rarity of an ecosystem or possesses unique natural features
- Parcel size – sustains fundamental biological features
- Restoration potential – provides opportunities for restoration action
- Connectivity – links stream and wildlife corridors, existing parks, natural areas and trail systems
- Scenic resources – protects views to and from the visual resources representative of the region's natural and cultural landscapes
- Public access – provides opportunities for nature based recreation activities near where people live.

The bond measure stipulates that Metro's agreements to acquire any interest in land will be negotiated with willing sellers. Metro will not exercise its powers of eminent domain in the implementation of the bond measure.

## Refinement Plans- target areas and goals

Each target area identified in the bond measure was subjected to a refinement process which created:

- A stated goal and related objectives (tier 1, tier 2, and partnership)
- A confidential tax-lot specific target area map identifying priority properties for acquisition.

Each refinement plan was submitted as a resolution for adoption by Metro Council.

As an example, here is the goal and objectives for the *Johnson Creek and Watershed Target Area* adopted in Resolution 07-3851:

| | |
|---|---|
| **Goal** | Pursue opportunities to acquire tracts within the remaining upland habitat areas adjacent to the main stem, along major tributary creeks, and within the Johnson Creek floodplain to protect water quality and connect existing public holdings. |
| **Objectives** | **Tier 1**<br>▪ Secure the upland forest habitat and tributary streams in the Clatsop Butte area immediately south of Johnson Creek, east of I-205, and west of SE 162nd Ave.<br>▪ Protect lands along the mainstream and important tributaries of Johnson Creek from Gresham to Boring including Butler Creek, Badger Creek, Johnson Creek Reaches 16 and 17, and Sunshine Creek for water quality benefits. |
| | **Tier 2**<br>▪ In partnership with the City of Portland, secure key parcels adjacent to existing publicly protected resource areas including smaller sites such as Crystal Springs and Reed College Canyon, areas surrounding Tideman Johnson Park, Errol Heights, Kelly Butte and the Willamette River confluence.<br>▪ Complete the connection of remaining gaps along the main stem of Johnson Creek and the Springwater Corridor from Powell Butte eastward to Gresham.<br>▪ Protect the wildlife corridors and secure trail connections within the recently planned Pleasant Valley are and along Kelly Creek. |
| | **Partnership Objectives**<br>▪ Pursue partnership opportunities with the City of Portland's Bureau of Environmental Services and Parks and Recreation, City of Gresham, City of Milwaukie, Oregon Department of Fish and Wildlife, Clackamas and Multnomah Counties and the Johnson Creek Watershed Council to leverage the regional investment in the Johnson Creek and Watershed target area.<br>▪ Work with private land owners to explore opportunities for conservations and water quality protection strategies. |

## Natural Areas Implementation Work Plan (Resolution 07-3766A)

To expedite the acquisition of natural areas under the bond measure Metro Council adopted resolution 07-3766A which establishes a set of criteria called the "acquisition parameters" under which the Chief Operating Officer and his designees are authorized to negotiate and complete land acquisition transactions without direct Council approval. ***This legislation effectively establishes the business process by which natural areas land is acquired.***

The acquisition parameters are:

- The land owner is a willing seller.
- The property is identified on the confidential refinement maps.
- The real estate negotiator and a stabilization team have inspected the property and the Natural Areas Program Director has approved the purchase.
- If the property is identified as Agricultural Resource Land in the refinement plan then metro has complied with the agricultural resource land guidelines established in the work plan.
- The negotiated purchase price is
    - Less than or equal to the appraised value, or
    - Not more than the lesser of 10% or $100,000 over the fair market value if the Chief Operating Officer has authorized purchase at that price after determining the purchase is in the "public interest."
- The property has been subject to an independent appraisal and subsequent appraisal review.
- "Due diligence" has been completed in conformance with the due diligence instructions set forth in the work plan and no "unusual circumstances" have been found to exist.

"Due diligence" is the systematic inspection of the legal title and physical condition of real property prior to purchase to assure protection of the public investment. It is conducted by a Due Diligence Team comprised of the Real Estate Negotiator, Metro Attorney staff and the stabilization staff. The components of due diligence prior to closing are:

- Title review
- Appraisal and appraisal review
- Environmental and hazardous materials review
- Location of boundaries and survey review
- Review of planning department and land use actions
- Identification and assessment of
    - Planning department and land use actions
    - Actions by Metro Council related to the property or its target area
    - Access, easements, permits and licenses
    - Financial issues such as deferred taxes, bargain sale
    - Additional agreements or terms in option of purchase and sale agreement
    - Buildings and other improvements on the property
    - Personal property or fixtures associated with the property
    - Off-record title problems
    - Water rights

An '"unusual circumstance" is any unusual deed or title restrictions, encumbrances or environmental conditions that may prohibit of unduly restrict Metro's ability to use the property as a natural area or trail. An "unusual circumstance" detected during due diligence requires the Chief Executive Officer to obtain Metro Council's specific approval of the acquisition.

Progress through due diligence is tracked via the "Due Diligence and Closing Checklist" which is included as an amendment to the resolution and is reproduced in its entirety in *Appendix II – Natural Areas Acquisition Due Diligence Check List.*
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### Program Governance

- Metro Council – The bond measure and all subsequent activities are implemented with the direct approval of Metro Council.
- Natural Areas Acquisition Program Oversight Committee – The bond measure requires "an independent citizen advisory committee" to review progress in the regional target areas, local share projects and grant administration.

### Professional practice

The refinement maps are maintained in strictest confidentiality by the Senior Attorney responsible for natural areas acquisition. The natural areas acquisition business process is confidential through closing. This confidentiality is required to assure that market conditions are not affected by Metro's intent to purchase. ***Maintaining this confidentiality is a primary requirement of any implementation of the Natural Areas Acquisition Information System.***

### RECORDS RETENTION

As a political subdivision of the State of Oregon, Metro is required by state law to retain records and related databases according to a *Retention Schedule* established by the State Archivist specifically for Metro. This applies to natural areas acquisition.

## Information workers

The "due diligence" team specified in the implementation work plan consists of Real Estate Negotiators, the stabilization staff and legal staff. However, there is a larger group of information workers that are required to support the natural areas acquisition process. As demonstrated in Figure 1 – Natural Areas Acquisition Organization Chart, these information workers come from the Office of Metro Attorney, Sustainability Center, Parks and Environmental Services and Finance and Administrative services. Here is a brief description of the role each information worker plays in the acquisition process:

### Sustainability Center

- *Natural Areas Program Director*- oversees bond measure expenditures, approves start of negotiation and purchase of properties.
- *Finance Manager* –, oversees accounting, invoicing and expenses, calculates measures of performance for the annual budget.
- *Administrative Specialist IV* – maintains spreadsheet of Oversight Committee "snapshot" performance measures for each property acquired.
- *Real Estate Negotiator* – identifies, evaluates and proposes properties for purchase. Establishes and maintains relationship with willing sellers though purchase agreement and closing. Participates in physical tour of property as part of due diligence.
- *Senior public affairs specialist* – drafts "closing memo" to Metro Council President on behalf of the Natural Areas Program Director.

- *Stabilization coordinator* – participates in physical tour of property as part of due diligence. Compiles findings of walk through and environmental studies into the '"Stabilization Report" which identifies stabilization activities required to put property into intended service. Executes the stabilization work plan after closing.
- *GIS Specialist* – On closing sets up property in the GIS system, produces exhibits and other documents to support acquisition and property stabilization.
- *Administrative Specialist II* – Enters property data in the Natural Areas database on receipt of completed and approved Natural Areas Property Acquisition Summary form..

## Office of Metro Attorney

- *Senior Attorney* – maintains the confidential refinement maps, addresses "unusual circumstances" as they arise in due diligence.
- *Paralegal* – runs the due diligence process, communicates cash requirements to Cash and Investment Coordinator.
- *Administrative assistant* – assists in recordkeeping for property acquisition.

## Parks and Environmental Services

- *Property management specialist* – participates in walk-through to identify and determine the disposition of buildings and other improvements. After closing, manages rental properties, cell tower leases, agricultural leases, water rights, etc. related to Natural Areas properties.

## Finance and Administrative services

- *Accounting manager* – is responsible for archiving property ownership documents such as title and deeds.
- *AP Accountant* – manages recognition of properties as capital assets in the asset management system. Oversees accounts payable for natural areas acquisition.
- *Cash and Investment Coordinator* – assures cash is available to cover escrow and closing payments.

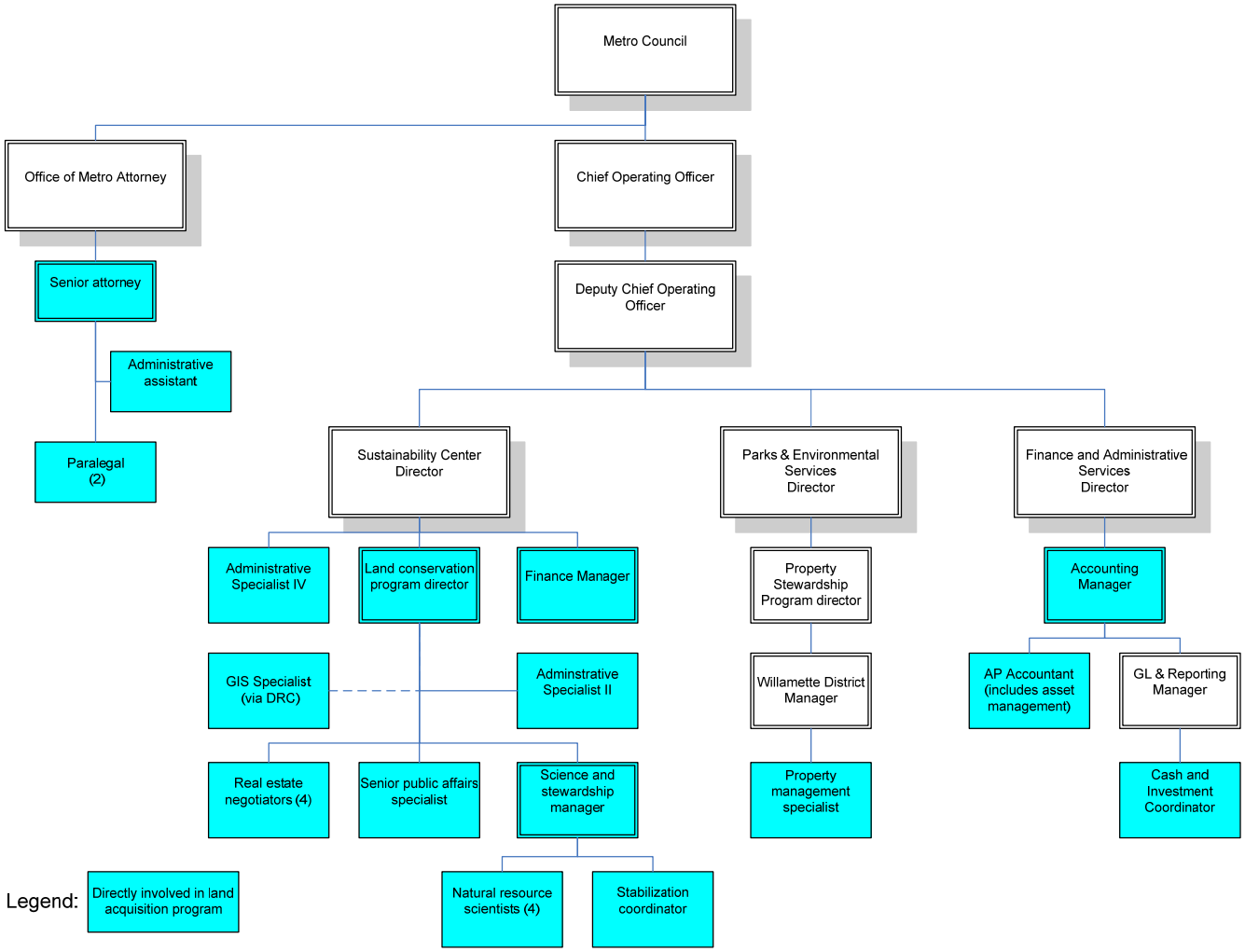


**Figure 1– Natural Areas Acquisition Organization Chart**

## Data and information

**Key Performance Indicators**

Consideration of the Natural Areas Program's key performance indicators is critical since they imply and rely on specific data elements and business processes for their calculation. These implied data elements and business process are requirements of the Natural Areas Acquisition Information System.

Two sets of performance measures are applied in the Natural Areas Acquisition program:

- Metro Council's annual budget performance measures.
- Natural Areas Program Performance Oversight Committee performance measures.

**Annual budget performance measures**

These performance measures are calculated annually for inclusion in Metro's annual budget document. They are aggregate numbers for all properties acquired:

1. Acres of land acquired for protection each year
2. Percent of refinement plan goals achieved.
3. Miles of stream frontage protected annually.
4. Percent of Metro natural area land restored or currently under restoration efforts to improve and maintain habitat quality.
5. Percent of property owners who rated their interaction with negotiators "good" or better.
6. Efficiency: percent of program costs spent on administration.
7. Financial: percent of land acquisition transactions that included donations of non-Metro financial contributions

At present there is no business process in place to:

- Measure the percent of natural areas acquisition goals (tier one and tier two) achieved required by measure #3. This is a difficult measure to estimate since acquisition goals are specific to target area and are inherently qualitative thus not easily synthesized by calculation.
- Capture customer satisfaction required for performance measure #7.

## NATURAL AREAS PROGRAM PERFORMANCE OVERSIGHT COMMITTEE PERFORMANCE MEASURES

Each property acquired is evaluated on criteria similar to those initially used to select target areas. These are:

- Water quality
- Existing or potential habitat quality
- Rare habitats and species
- Habitat area size (patch size)
- Wildlife connectivity

- Public access
- Scenic value
- Price relative to market value
- Long-term land management efficiency
- Partnership

After closing each property is assigned a rating of “Low”, “Medium” or “High” for each criterion.

Note that some of these measures can change over time as other properties are acquired. For example, wildlife connectivity may initially be low for an isolated property and improve as adjacent properties are acquired. Currently, there is no business process in place to re-evaluate properties and change the Oversight Committee scores.

### Reports

- 20XX willing seller discussion activity by target area – number of properties considered, failed deals, actively pursued, passed on.
- Stabilization report
- Target area stream frontage report – feet of stream frontage by property summarized to target area.
- Acquisition report by target area including stabilization costs
- Schedule of closings for parks acquisitions (memorandum) – closings scheduled during subsequent six months
- Closing memo to Council President (memorandum)

## Input/Process/Output

Input/Process/Output concerns how data is gathered stored and processed to produce the reports and performance indicators required of the information system. These elements are recognized in the following discussion:

- Business Processes
- Forms
- Data Stores
- Metro’s technical architecture

### Business Process

Figure 2 – “Natural Areas Acquisition Process” presents a high level view of the major phases in the acquisition process. As such it suppresses the roles of information workers, flow of information and approval cycles. Figure 3 “Natural Areas Acquisition Process – Roles” is an incidence matrix displaying each knowledge worker’s role and participation in process steps.

Here is a brief description of each element in the process.

***Identification*** – working with refinement maps, target area goals, knowledge of prior purchases identify properties for purchase. Phase ends with approval of Property Acquisition Approval form.

***Assessment and negotiation*** – conduct title search to establish property owner, establish contact with owner as "willing seller", perform walk through of property, and create purchase agreement. Phase ends with execution of purchase agreement.

***Due diligence*** –defined by the Natural Areas Implementation Work Plan Due Diligence Check List. Phase ends on decision to proceed with closing.

***Closing*** – as defined by the Natural Areas Implementation Work Plan Due Diligence Check List, execution of the purchase of property. Signals end of confidentiality.

***Post closing*** - as defined by the Natural Areas Implementation Work Plan Due Diligence Check List, take possession of property, complete Natural Areas Property Acquisition summary form and entry into Natural Areas database, complete Acquisition Criteria Scoring and entry in spreadsheet, transfer property ownership documents to Accounting division for safekeeping.

***Stabilization*** – work the stabilization plan established in Stabilization Report. Phase proceeds until work is complete or two years have elapsed. Completion of phase signals asset is ready for intended service. Completion of phase signals end of bond funding for the property.

***Publicize acquisition*** - issue closing memo to Council President, announce purchase property to local media

These activities are related to property:

***Property management*** – manage rental properties, agricultural leases, cell tower leases, etc. Exercise water rights.

***Asset recognition*** – enter land and buildings in Metro's asset management system.

***Restoration*** – work required to return ecological function to land. Restoration includes removal of invasive plants, re-vegetation, re-forestation and measures to improve wildlife habitat.

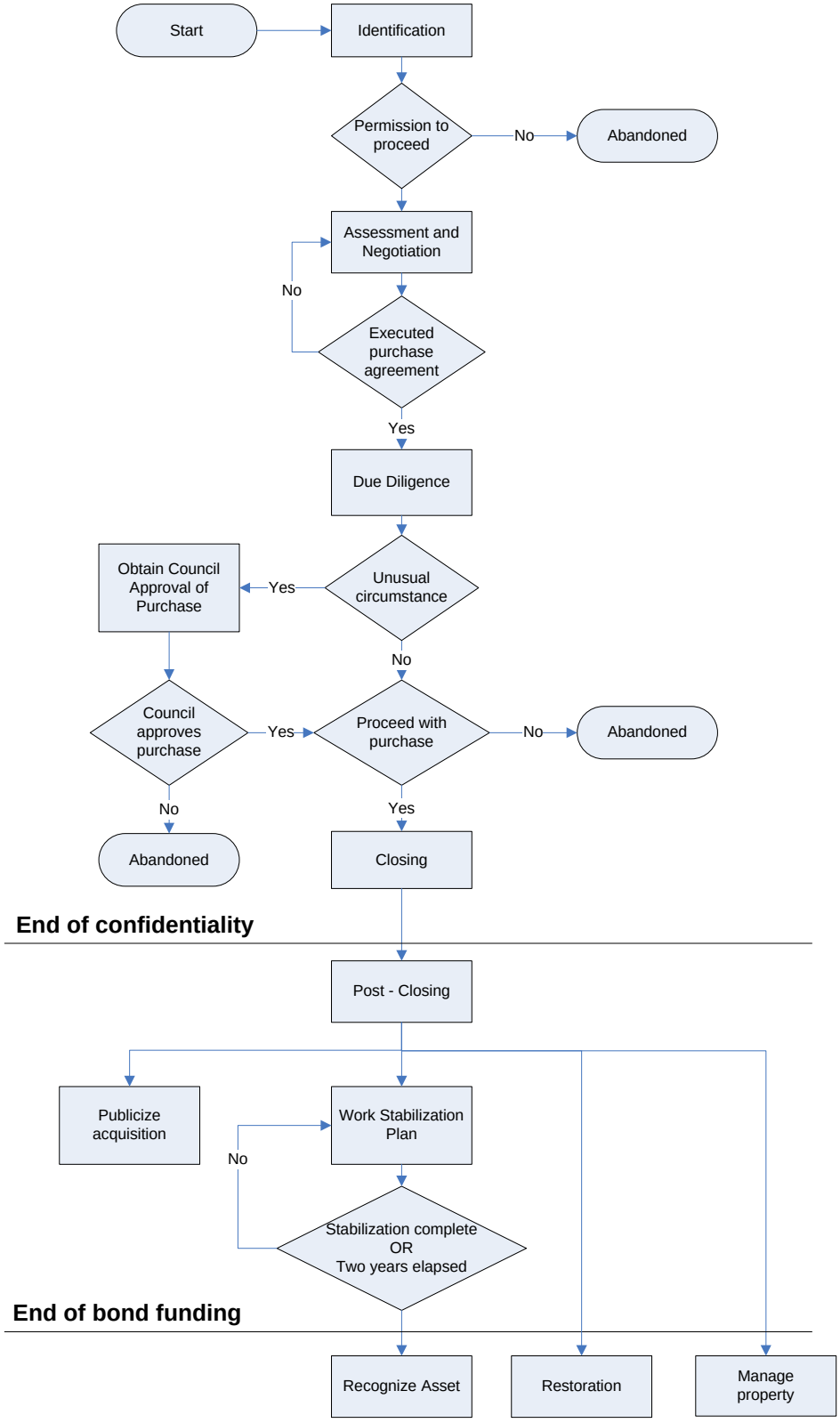


**Figure 2 - Natural Areas Acquisition Process**

| **Process step \ Role** | Land conservation program director | Real estate negotiator | Stabilization coordinator | Administrative specialist II | Administrative specialist IV | Senior public affairs specialist | Science and stewardship manager | Property management specialist | GIS Specialist | Legal | Cash and investment coordinator | Asset accountant | Accounting manager |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Identification | x | x | x | | | | | | | | | | |
| Assessment and negotiation | x | x | x | | | | x | x | | x | | | |
| Due diligence | | | | | | | | | | x | x | | |
| Closing | x | | | | | | | | | x | x | | |
| Post-closing | x | x | x | x | x | | | | x | x | | | x |
| Publicize acquisition | x | | | | | x | | | | | | | |
| Stabilization | | | x | | | | | | | | | | |
| Manage property | | | | | | | | x | | | | | |
| Recognize asset | | | | | | | | | | | | x | |
| Restoration | | | | | | | x | | | | | | |

**Figure 3 – Natural Areas Acquisition Process Roles**

## Forms

These forms serve as the mechanism for gathering information and/or mediating approval cycles in the existing information system:

- Property acquisition approval form – signals beginning of formal negotiation for purchase of a property.
- Stabilization Report – lists stabilization issues and projects for a property.
- Open space structure form – lists structures found on a property, assessment of condition, estimate of cost to bring to rentable condition, estimate of cost of demolition, recommendation of disposition.
- Due diligence and closing checklist.
- Natural Areas Property Acquisition summary form– post-closing summary of facts known about a property. Is the source document for Natural Areas database.
- Acquisition criteria scoring form – post closing, rates property against acquisition criteria determined by Natural Areas Program Oversight Committee.

## DATA STORES

These data stores are used to drive the natural area acquisition process. This list includes major data stores but is by no means exhaustive. ***Assume there are numerous personal data stores not listed here that are populated during due diligence and used as the basis of reporting.***

- Confidential tax lot maps
- Property files indexed by a “G-number” that uniquely identifies each property. Property files contain:
    - Correspondence
    - Sales documents
    - Title reports
    - Due diligence documents
    - Closing documents
    - Post closing documents
- Natural areas database 1995 and 2006 versions – these are Access databases
- GIS database (MetroScope)
- Active deals list (Excel)
- Escrow deposits (Excel)
- Acquisition criteria scoring (Excel)
- PeopleSoft – general ledger, financial reporting, accounts payable, billing/accounts receivable, asset management, purchasing and contracts, human resources and payroll. The “G-number’ is used to code transactions and distributions to the general ledger.
- The “Book”, a notebook of property acquisition summaries and closing memos.

## Metro's technical environment

This table describes the standards that serve as the basis for Metro's information systems architecture. It is most likely they will figure prominently in the implementation of the Natural Areas Acquisition Information System.

| Product Class | Metro Standard |
|---|---|
| Database | Oracle<br>SQL Server<br>MySQL |
| Enterprise Resource Planning (ERP) | PeopleSoft |
| Personal productivity | Microsoft Office 2003, 2007<br>o Word<br>o Excel<br>o PowerPoint<br>o Access<br>o Visio |
| e-Mail and calendar | Microsoft Outlook |
| Collaboration | Microsoft SharePoint (emerging standard) |
| Customer Relationship Management (CRM) | SalesForce (*de facto* standard) |
| Document management | TRIM Context |
| Business intelligence | No standard established |
| Geographic Information System (GIS) | ArcGIS by ESRI |
| Web Hosting environment | LINUX<br>ColdFusion MX-7<br>PHP 4 or 5<br>JSP for J2EE 1.4<br>FUSEBOX |

# Appendix II

# Natural Areas Acquisition Due Diligence Check List

The *Due Diligence and Closing Checklist* is established in the *Natural Areas Implementation Work Plan (Resolution 07-3766A).* Because it defines the natural areas acquisition business process and specific data elements it is of fundamental importance to determining the requirements for the Natural Areas Acquisition Information System.

**DUE DILIGENCE AND CLOSING CHECKLIST**

Target Area: File No. _____

Seller:

Seller's Attorney/Representative:

Property address and/or tax lot designation:

County:
Refinement designation:

Real Estate Negotiator:

Acres:

Purchase Price:
Escrow Deposit: $_____; Delivered to Escrow Co. on _____

Option or Purchase and Sale Agreement?

Effective Date:
Closing Date:

If Option:
Option Exercise Date:
Option Payment:

Funding Source:

Metro Partner:
Date IGA Executed:
Date City/County Resolution Signed:
Date Metro Resolution Signed:

**or** Exhibit B Letter sent:

Right of First Refusal Letter
date sent:
recipient:

Title Co./Escrow Holder & Address:
Phone no:
Fax no:
Email address:

Appraiser:

Surveyor:

Environmental Review:
Internal:

District Councilor:

**I. DUE DILIGENCE REVIEW AND/ OR PREPARING TO EXERCISE THE OPTION**

A. **Title Review**
Title Company:
Effective date of Preliminary Title Report:
Reviewed:
Notice of objections to Seller (permitted exceptions letter) due: _____ sent: _____
Title Policy to be subject only to:

B. **Appraisal/Appraisal Review**
Appraiser:
Effective Date of Appraisal:
Appraisal ordered by:
Reviewed by: Date reviewed:
Value confirmed?
Revision/correction required?
Appraisal approved as revised?

C. **Environmental/Hazardous Materials Review**
Phase I Environmental inspection by:
Received:
Stabilization Mgr review and signoff:
Underground storage tank?
Additional action/recommendations:

D. **Survey Review**
1. ALTA Survey
Certified to Metro and title company
Confirm acreage
Any title problems noted?

2. Filed Surveys
Available?
Date surveyed:
Surveyor:
Date reviewed:

Confirm acreage:
Any title problems noted?

3. Site visit boundary review
   Date conducted:
   Conducted by:
   Any boundary, trespass, or other issues noted?

E. **Planning Department/Land Use Actions**
   a. Planning Jurisdiction:
   b. Planning information reviewed by: _____
   c. Zoning Designation:
   d. Does planning file exist on this property? _____ Contents?

F. **Council Action**
   a. Council Target Area Resolution: Res No. _____, adopted: _____

   b. Additional Council Resolution, if any: Res No. _____, adopted: _____

G. **Access, Easements, Permits and Licenses**
   a. Property description:
   b. Access (if on State Highway confirm with ODOT):
      Easements and licenses:
      Legal confirmed by:
      Actual confirmed by:
   c. Mineral rights reserved?
   d. Leases/Permits
      Farm lease:
      Residential lease:
   e. Reforestation:
   f.. Other:

H. **Financial Issues**
   a. Deferred taxes?
   b. Broker?
   c. 1031; bargain sale?
   d. Other:

I. **Additional Agreements/Terms in Option or Purchase and Sale Agreement**
   a. Possession at closing
   b. Subdivision/ Covenants, Conditions & Restrictions (CC&Rs):
   c. Holdback
   d. Leaseback
   e. Easements
   f. Other

J. **Buildings and other Improvements**
   a. Description:
   b. Other improvements:
   c. Possession at closing:
   d. Specific property, debris, unsightly material to be removed:
   e. If residential:
      Availability of utilities, water, sewage, etc.:

Inspection conducted by:
Date completed:
Additional action/recommendations:

K. **Personal Property or Fixtures?**
a. Farm/ ranch equipment, age and condition:
b. Inventory prepared by:
c. Review title:
d. Perform UCC-3 lien search if important personal property:

L. **Known off-record Title Problems**
a. Boundary/fences?
b. Tenants?
c. Evidence of potential adverse possession / prescriptive easement/trespassers?

M. **Water**
a. Water rights:
b. Review all water certificates, permits, applications:
c. Confirm title with state water engineer's office/water master:
d. Confirm irrigation district rights/annual assessment
e. Confirm not subject to mortgages or other liens:
f. Confirm eligibility/percentage active rights:
g. Confirm requirements for transfer or assignment:
h. Upon closing, file any appropriate documents:
i. Cost of water use:
j. Well log(s): copy in file - yes ____ not available ____

**II. EXERCISING THE OPTION**

A. **Option Exercise Letter**
Date sent to Seller: _____
Closing Date: _____
Subject to conditions?
(Caution: may be deemed a counter offer giving Seller right to terminate)

**III. CLOSING**

A. Closing documents and other items to be prepared or obtained

1. Closing memo to Chief Operating Officer initialed by paralegal, attorney and parks
2. Deed (statutory warranty deed)
3. Escrow Instructions
4. Buyer's settlement statement prepared by title company
   a. real property tax prorations
   b. closing costs
5. FIRPTA Affidavit
6. 1031 Assignment document, if applicable
7. Water rights assignment, if app.
8. Assignment of Leases and right to receive revenue, if app.
9. Assignment of intangible property (permits, trade names, etc), if app.
10. Bill of sale (if personal property included)
11. Other documents:

B. Confirm all closing conditions met
   1. Review Agreement:
      a. Any special conditions?

C. Send closing documents to title company

D. Arrange for transfer of funds.

**IV. POST-CLOSING MATTERS**

A. Obtain any keys to the property (info re utilities to parks property manager).

B. Notify Parks Management of Closing.

C. Notify Property Manager re: Insurance for improvements.

D Insurance for personal property.

E. Review title policy to make sure it conforms to escrow instructions.

F.

| Documents: | Received: | Reviewed: |
|---|---|---|
| Closing Statement: | _____ | _____ |
| Deed: | _____ | _____ |
| Title policy: | _____ | _____ |

G. Send originals of all permanent record documents to Metro Accounting Manager.

Date sent: _____