

GUNNISON VALLEY REGIONAL HOUSING AUTHORITY
BOARD OF DIRECTORS MEETING and STRATEGIC PLANNING SESSION
Crested Butte Town Hall/ Zoom
Thursday, January 11th, 2024
2:30pm

- 1. Call to Order, Roll Call, Introductions** **2:30pm**

- 2. Public Comments (Max 5 minutes per person)**

- 3. Administrative Items:**
 - a. December 2023 Draft Meeting Minutes
 - b. November 2023 Financials
 - c. GV Heat December 2023 Report
 - d. December 2023 ED Report

- 4. New Business**
 - a. VHF 765 Zeligman Deed Restriction proposal
 - b. 2024 Housing Needs Assessment Draft Request for Proposal
 - c. Hiring Committee Update
 - d. QuickBase Deed Monitoring Software
 - e. Other New Business

- 5. Adjournment of Regular Meeting**

Break

- 6. GVRHA Strategic Planning Session** **3:30pm**

- 7. Adjournment of Strategic Planning Session** **5:00pm**

Next meeting scheduled for February 8th, 2024 in Crested Butte.

Accommodations for handicapped persons can be made upon request.

Join Zoom Meeting

<https://zoom.us/j/94162271245?pwd=MmdVSS9RclBnbGZ3VVI0a0xuaVFRZz09>

Dial in: 1-312-626-6799

Meeting ID: 941 6227 1245

Passcode: 554114



GUNNISON VALLEY REGIONAL HOUSING AUTHORITY
BOARD OF DIRECTORS MEETING
Blackstock Building/ Zoom
Thursday, December 14th, 2023
2:30pm

Meeting Minutes

1. Call to Order, Roll Call, Introductions

2:30pm

Board Members Present: *Laura Daniels, Josh Lambert, Mike Higuera, Chris Haver, Gabi Prochaska, Steve Morris, Perry Solheim*

Staff and Public Present: *Andy Kadlec, Erin Ganser, Lauren Koelliker, Amanda Wilson*

2. Public Comments (Max 5 minutes per person)

No Public comments were presented.

3. Administrative Items:

- a. November 2023 Draft Meeting Minutes –

Gabi Prochaska Motioned to Approve, Chris Haver Seconded, Motion Passed Unanimously

- b. October 2023 Financials

- c. GV Heat November 2023 Report

- d. November-December 2023 ED Report

Admin Assistant Hire– reviewing references on a final candidate the week of 12.11, potential start date in Mid-December possible Starts Tuesday - Hinsdale/Lake City LIHTC application fell through Developer did not apply for February Round – on hold for later - Housing Task Force (HTF) meeting 12.5 held to discuss housing and data - CHFA has invited GVRHA to apply for Subsidy Grant program for 2024 HNA – VHF offer \$5,000 on top of our \$20,000. Hoping for match grant from CHFA- Attended VHF Wilson Site Plan Review – property north of Gunnison the VHF has -Collaborated with city staff on final Lazy K DOH compliance needs -Sawtooth Phase One move-ins continuing- approx. 90% occupied – 100% lease up expected by Year-end -Homestead Compliance ongoing -Richman Financials property inspection at Anthracite Place Apartments – went well -ADU Deed Restriction compliance reporting ongoing, violation notices being delivered in December to non-compliant households – might have found software. More to come

4. Other Business

- a. 2024 GVRHA Budget Approval

CH Motioned to Approve, GP Seconded, Motion Passed Unanimously

- b. 2024 IGA Approval

CH Motioned to Approve, JL Seconded, Motion Passed Unanimously

- c. 2024 Anthracite Place Apartments Budget Approval

Board discussed the rent increases that are necessary but has not been done every year as costs have gone up. Move towards basing rent increases off HUD max rent minus 6% to rounded numbers. Moving



towards a more equitable standard rent rate program - GP Motioned to Approve, CH Seconded, Motion Passed Unanimously

- d. Resolution: Redden SLP Agreement and related Documents
CH Motioned to Approve, JL Seconded, Motion Passed Unanimously

5. New Business

- a. Resolution: Mineral Point LIHTC SLP related Documents and Sub-management Agreement
Staff and EG discussed final resolution and documents for Mineral Point Closing. *GP Motioned to Approve, CH Seconded, Motion Passed Unanimously*
- b. GMP Contract Ratification
LD discussed GMP contract for hiring new Executive Director. GP Motioned to Approve, CH Seconded, Motion Passed Unanimously
- c. Hiring Committee Recommendations
Application deadline is end of January, background checks, preliminary interviews, etc. in Feb. In person interviews in March. Start date by May 1st. In the meantime, hire an interim ED through the hiring consultant company by mid-January with the intention of having a two week overlap with current ED the last half of January. Interim ED will need housing. Need to reach out to our partners to help find housing options. Discussed interim ED role and responsibilities (need for that to be spelled out) to keep everything moving forward. Approved spending up to \$52,700 on the hiring process.
- d. Bridge Planning Proposal
Board discussed workplan for 2024. Hiring a consultant to help us go from our current strategic plan to the expectations of the OVR. (A Bridge Plan) Specifics in packet. Process to take place January-March with April approval. This plan will be the New ED's marching orders.
- e. 2024 Board Meeting Schedule
Board briefly discussed 2024 schedule for board meetings, and decided to keep the same structure. Every second Thursday of the month 2:30-4:30 alternating meeting places of Gunnison and CB.
- f. Other New Business
No other new business was presented.

6. Adjourn

Meeting was adjourned at 430pm.

Next meeting scheduled for January 11th, 2024 in Crested Butte.

Accommodations for handicapped persons can be made upon request.

Join Zoom Meeting

<https://zoom.us/j/94162271245?pwd=MmdVSS9RclBnbGZ3VVI0a0xuaVFRZz09>

Meeting ID: 941 6227 1245

Passcode: 554114

Call: 1 312 626 6799 US (Chicago)



GVRHA

Balance Sheet

As of November 30, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Bill.com Money Out Clearing	2,071.58
GV Heat Checking (1691)	109,061.53
MMA Projects (4223)	271,110.61
Operations Checking (8145)	51,630.82
Rehab Loan Checking (1681)	528,905.29
Rent Checking (4922)	65,076.24
Security Deposits CK (6801)	27,932.00
Total Bank Accounts	\$1,055,788.07
Accounts Receivable	
Accounts Receivable	147,663.54
Accrued Accounts Receivable	0.00
Total Accounts Receivable	\$147,663.54
Other Current Assets	
Due from APA Operating Account (9015)	0.00
Prepaid Expenses	0.00
Suspense/Bank Clearing	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$1,203,451.61
Fixed Assets	
Accumulated Depreciation	-9,328.00
Vehicles GMC Truck	17,038.56
Total Fixed Assets	\$7,710.56
Other Assets	
CDBG Revolving Loan Receivable	1,145,952.18
CDBG Allowance for Doubtful Accounts	-81,274.02
Total CDBG Revolving Loan Receivable	1,064,678.16
Delta Housing Authority Rehab Account (Liability)	-239,769.90
Earnest Money	0.00
Investment in APA LLC	100.00
Investment in MCGC LLC	100.00
Note Receivable (Due August 31, 2036)	
Interest Receivable RHG LP (2.21%)	5,099.95
Principle Balance RHG LP	100,000.00
Total Note Receivable (Due August 31, 2036)	105,099.95
Note Receivable (Due August 31, 2049)	
Interest Receivable Gardenwalk (2.21%)	17,213.02
Principle Balance Gardenwalk	450,000.00

GVRHA

Balance Sheet

As of November 30, 2023

	TOTAL
Total Note Receivable (Due August 31, 2049)	467,213.02
Note Receivable (Due July 1, 2047)	
Interest Receivable APA LLC (8.50%)	580,807.00
Principle Balance APA LLC	1,030,600.00
Total Note Receivable (Due July 1, 2047)	1,611,407.00
Note Receivable (Due June 30, 2030)	
Interest Receivable Development Fee Agreement (9.00%)	73,436.10
Principle Balance Development Fee Agreement	163,190.00
Total Note Receivable (Due June 30, 2030)	236,626.10
Total Other Assets	\$3,245,454.33
TOTAL ASSETS	\$4,456,616.50
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	36,816.32
Total Accounts Payable	\$36,816.32
Credit Cards	
Capital One Credit Card (4936)	0.00
Elan Credit Card #2050	47.84
Elan Credit Card #3469	0.00
Elan Credit Card #3558	0.00
Elan Credit Card #7255	6,803.13
Elan Credit Card #8403	0.00
Total Credit Cards	\$6,850.97
Other Current Liabilities	
City of Gunnison Sales Tax	0.00
CO Sales Tax	0.00
Deferred Revenue	48,038.75
Due from APA LLC	0.00
Due to City of Gunnison	0.00
Due to County of Gunnison Bill Repay	21,436.00
Out Of Scope Agency Payable	0.00
Payroll Liabilities	5,451.34
Accrued Vacation & Sick Leave	24,966.25
American Funds	0.00
CO Unemployment Tax	-118.41
Delta Dental	-147.19
RMHP	1,374.96

GVRHA

Balance Sheet

As of November 30, 2023

	TOTAL
Total Payroll Liabilities	31,526.95
Security Deposits	0.00
Elk Valley Security Deposits	5,650.00
GWSD Security Deposits	3,900.00
Mountain View Security Deposits	672.00
Paul Redden VHF Security Deposit	7,950.00
Ruby House Security Deposits	2,910.00
Sawtooth Security Deposits	13,200.00
Total Security Deposits	34,282.00
Total Other Current Liabilities	\$135,283.70
Total Current Liabilities	\$178,950.99
Total Liabilities	\$178,950.99
Equity	
Investment in Capital Assets	13,991.00
Opening Balance Equity	0.00
Restricted for Emergencies	15,000.00
Unrestricted Net Assets	4,072,489.99
Net Income	176,184.52
Total Equity	\$4,277,665.51
TOTAL LIABILITIES AND EQUITY	\$4,456,616.50

GVRHA

Budget vs. Actuals: 2023 Budget - FY23 P&L

January - November, 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
Administration Fees				
SFOO DPA Fees		20,166.63	(20,166.63)	
SFOO Rehab Fees		22,000.00	(22,000.00)	
Total Administration Fees		42,166.63	(42,166.63)	
Application Fees	1,460.00		1,460.00	
Billable Expense Income	0.00		0.00	
Community Contributions				
City of Gunnison Quarterly	93,748.00	85,937.50	7,810.50	109.09 %
County Contribution	128,500.00	117,791.63	10,708.37	109.09 %
Town of Crested Butte Quarterly	70,311.00	85,937.50	(15,626.50)	81.82 %
Town of Mt Crested Butte Annual	93,750.00	85,937.50	7,812.50	109.09 %
Total Community Contributions	386,309.00	375,604.13	10,704.87	102.85 %
Grant Income	22,500.00		22,500.00	
GV Heat Income	47,480.68		47,480.68	
CARE Program	112,366.00	95,791.63	16,574.37	117.30 %
Energy Rebate Income	7,690.72		7,690.72	
Energy Smart	2,500.00	4,675.00	(2,175.00)	53.48 %
Green Deed	45,500.00	103,033.37	(57,533.37)	44.16 %
Support Grants	44,825.00	9,166.63	35,658.37	489.00 %
Total GV Heat Income	260,362.40	212,666.63	47,695.77	122.43 %
Management Fee Income				
Anthracite Place Managment Fee	15,578.37	15,583.37	(5.00)	99.97 %
Anthracite Place Salary Reimbursement	25,921.28	25,921.28	0.00	100.00 %
Elk Valley Management Fee	21,063.37	18,333.37	2,730.00	114.89 %
GWSD Management Fee	1,080.00	3,960.00	(2,880.00)	27.27 %
Mountain View - Ops Subsidy	28,000.03	23,833.37	4,166.66	117.48 %
Mountain View - Performance Incentive		6,600.00	(6,600.00)	
Mountain View Management Fee	23,583.29	20,166.63	3,416.66	116.94 %
Redden Management Fee	12,060.00	11,055.00	1,005.00	109.09 %
RTA Management Fees	2,451.70		2,451.70	
Ruby Management Fee	13,000.00	11,000.00	2,000.00	118.18 %
Total Management Fee Income	142,738.04	136,453.02	6,285.02	104.61 %
Project Fees Income	5,150.00		5,150.00	
Rental Income	49.72		49.72	
Services	(852.13)		(852.13)	
Uncategorized Income	0.00		0.00	
Total Income	\$817,717.03	\$766,890.41	\$50,826.62	106.63 %
GROSS PROFIT	\$817,717.03	\$766,890.41	\$50,826.62	106.63 %
Expenses				
Continuing Education + Training	1,593.67	13,750.00	(12,156.33)	11.59 %
Court Filing Fees	10.99		10.99	

GVRHA

Budget vs. Actuals: 2023 Budget - FY23 P&L

January - November, 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Deed Monitoring Expense	157.75	11,000.00	(10,842.25)	1.43 %
Gifts	55.45		55.45	
GV Heat Expenses		203,500.00	(203,500.00)	
Energy Retrofits + Upgrades	123,816.85		123,816.85	
GV Heat Advertising & Marketing	9,441.40		9,441.40	
GV Heat Assessments	26,940.00		26,940.00	
GV Heat Continuing Education	15,831.34		15,831.34	
GV Heat Professional Services	7,027.50		7,027.50	
GV Heat Travel Expense	1,451.11		1,451.11	
Rebate Expense	12,440.53		12,440.53	
Total GV Heat Expenses	196,948.73	203,500.00	(6,551.27)	96.78 %
Insurance Expense	10,329.49	12,833.37	(2,503.88)	80.49 %
Interest Expense	15.50		15.50	
Leasing Expenses				
Application Review	0.00		0.00	
Association Dues	(16.84)		(16.84)	
Management Fee Expense	600.00		600.00	
Returned Check Fees	0.00		0.00	
Section 8 Voucher Expense	124.00		124.00	
Total Leasing Expenses	707.16		707.16	
Legal + Professional Fees				
Administrative Support	2,517.80	3,666.63	(1,148.83)	68.67 %
Bookkeeping + Accounting	21,108.34	13,750.00	7,358.34	153.52 %
Legal Fees	12,993.03	13,750.00	(756.97)	94.49 %
Professional Services	10,622.93	13,750.00	(3,127.07)	77.26 %
Total Legal + Professional Fees	47,242.10	44,916.63	2,325.47	105.18 %
Occupancy Expenses				
Internet + Telephone	5,092.19	4,106.63	985.56	124.00 %
Jailhouse Rent	1,164.36	4,125.00	(2,960.64)	28.23 %
Rent Blue House	14,010.00	12,188.00	1,822.00	114.95 %
Security Monitoring	920.80	1,833.37	(912.57)	50.22 %
Utility Expense	2,819.70		2,819.70	
Total Occupancy Expenses	24,007.05	22,253.00	1,754.05	107.88 %
Operating Expenses		4,583.37	(4,583.37)	
Advertising + Marketing	2,540.13		2,540.13	
Bank Charges + Fees	87.51	110.00	(22.49)	79.55 %
Business License & Fees	572.87		572.87	
Computer Expense		1,833.26	(1,833.26)	
Copier Lease + Services	5,227.00	3,080.00	2,147.00	169.71 %
Office Supplies	5,508.82	3,666.63	1,842.19	150.24 %
Postage + Shipping	1,093.13	458.37	634.76	238.48 %
Professional Dues + Memberships	4,932.92	3,208.37	1,724.55	153.75 %
Software Subscriptions	8,597.54	916.63	7,680.91	937.95 %

GVRHA

Budget vs. Actuals: 2023 Budget - FY23 P&L

January - November, 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Website Expense	2,212.45	5,958.37	(3,745.92)	37.13 %
Total Operating Expenses	30,772.37	23,815.00	6,957.37	129.21 %
Payroll Expense				
Salary Payroll Benefit Expense	41,319.41	67,202.63	(25,883.22)	61.48 %
Salary Payroll Tax Expense	16,754.92	32,979.87	(16,224.95)	50.80 %
Salary Payroll Wage Expense	277,419.45	307,798.37	(30,378.92)	90.13 %
Total Payroll Expense	335,493.78	407,980.87	(72,487.09)	82.23 %
Rent & Lease Expense	0.00		0.00	
Repairs + Maintenance	4,168.37		4,168.37	
Cleaning Expenses	715.25		715.25	
Repairs + Maintenance Labor	2,990.50		2,990.50	
Supplies for Repairs	2,605.03		2,605.03	
Total Repairs + Maintenance	10,479.15		10,479.15	
SFOO Rehab Expenses	56.00		56.00	
Staffing Expenses	53.95		53.95	
Travel + Meals				
Hotels + Lodging	2,716.12	1,833.37	882.75	148.15 %
Meals	1,987.75		1,987.75	
Mileage Reimbursements	3,519.94	1,833.37	1,686.57	191.99 %
Travel Expense Other	1,589.71	2,750.00	(1,160.29)	57.81 %
Total Travel + Meals	9,813.52	6,416.74	3,396.78	152.94 %
Vehicle Expenses	510.16	3,208.37	(2,698.21)	15.90 %
Total Expenses	\$668,246.82	\$749,673.98	\$ (81,427.16)	89.14 %
NET OPERATING INCOME	\$149,470.21	\$17,216.43	\$132,253.78	868.18 %
Other Income				
Interest Earned	607.24	1,100.00	(492.76)	55.20 %
Rebates + Insurance Refunds	272.59		272.59	
Total Other Income	\$879.83	\$1,100.00	\$ (220.17)	79.98 %
NET OTHER INCOME	\$879.83	\$1,100.00	\$ (220.17)	79.98 %
NET INCOME	\$150,350.04	\$18,316.43	\$132,033.61	820.85 %



December 2023 Report

Prepared by Gesa Michel

CARE – Colorado Affordable Residential Energy

A state-run program assisting income-eligible households with free home energy assessments and eligible upgrades to improve a home's comfort, safety, and efficiency. Households are eligible when they are at 80% Area Median Income (AMI) income or less.

Work through December

- CARE Applications Approved: 37
- CARE Assessments Completed: 32
- CARE Homes Retrofitted: 29
- CARE Homes Waitlisted: 8

GreenDeed program

A Town of Crested Butte – GV-HEAT partnership offering energy assessment, report, and upgrades to deed-restricted homes within town limits up to a total of \$5,000/per home. During this Year 3 of the we aim to service 20 homes. Because we had a long waitlist and capacity to serve more homes, we increased our goal from 12 to 18 homes in 2023.

- GreenDeed Assessments Completed: 20
- GreenDeed Retrofits Completed: 18
- GreenDeed Energy Savings Calculated and Disclosed: 18
- GreenDeed Phase II \$2,500 rebates sent to past participants for cellular shade installs (3), attic insulation (1), Heat Pump Water Heater install (1), Induction Stove install (1), and Photovoltaic System install (1) totaling 7 \$2,500 rebate payments.
- GreenDeed Homes Waitlisted: 7

Energy Smart Colorado (ESC)

Energy Smart Colorado is partnering with GV-HEAT as a resource hub. In 2023 GV-HEAT facilitated ESC energy assessments for all incomes at a \$400/home value. Both GCEA and Gunnison City Electric offered a \$250 discount so that the homeowner cost was \$150/assessment.

- 9 ESC Assessments completed in GCEA area.
- 8 ESC Assessments completed in City of Gunnison area.



Outreach and Funding in December

- Presented GreenDeed program to Mt. Crested Butte Town Council on 12/5/23. The council approved a budget of \$50,000 with the goal of retrofitting 5-10 homes in 2024. Please see CB News article on subject in 12/29/23 edition.
- Hosted Roundtable Conversation with 15 people and past CARE participants to inform interested community members about CARE. We provided full interpretation in the Spanish and English languages to the Spanish speakers in attendance, thanks to our trusted interpreters. This event gave heartwarming testimonies to GV-HEAT's success as we are providing with our work higher comfort in homes, savings on utility bills, and creating community. (12/06/23)
- Trained Gunnison Mentors case workers to inform their client families about the CARE program opportunities, encouraging them to sign up. Clients will be approached on a one-on-one basis. (12/12/23)
- Met with SixPoints leadership to inform their customers, clients, and employees about the CARE program. Clients will be approached on a one-one-basis; GV-HEAT Outreach fellow will table 1-3 times during busy store days in the new year to attract SixPoints shoppers; educational materials will be put out in the store front for folks to take; and GV-HEAT will present to employees during one of their internal training days at the start of 2024. (12/12/23)

Gunnison Valley Regional Housing Authority

Executive Director Report

December 2023- January 2024

Admin/PM

- Admin Assistant Hire– Gwen Duncan Joined the team on 12.19
- Housing Task Force (HTF) leadership meeting held to discuss leadership situation
- GVRHA applied for Subsidy Grant program for 2024 HNA
- Fully executed 2024 Intergovernmental Agreement
- Attended January VHF board meeting to discuss DRs and potential sale of 112 Butte

Community Engagement/General Updates

- Paintbrush audit update conducted with GatesCo- property compliance improving
- Sawtooth property experiencing some issues with heat systems in certain units – PM working with Fading West and Cty staff to evaluate and follow up
- Attended December Mt. CB Council meeting to discuss IGA and Deed Monitoring
- Working with staff on Deed Restricted lot complaints
- Progressing on Deed Monitoring Software with town of CB staff – Proposal attached

Upcoming Events

- **January 9th** – OVLC Meeting
- **January 16th** – RFP scheduled for release
- **January 18th** – ITIN – Homebuyer Education Class
- **January 26** - AK Final day in the office

**DECLARATION OF OCCUPANCY COVENANTS
WITH RESALE RESTRICTIONS AND PURCHASE OPTION**

This Declaration of Occupancy Covenants with Resale Restrictions and Purchase Option (“Declaration”) is entered into this ____ day of _____ 2024 (the “Effective Date”) by the VALLEY HOUSING FUND, a Colorado non-profit corporation with an address of P.O. Box 1742, Gunnison, Colorado 81230 (“Grantor”), and each the VALLEY HOUSING FUND and the GUNNISON VALLEY REGIONAL HOUSING AUTHORITY, (the “Beneficiaries”) (each a “Party” and collectively the “Parties”).

WHEREAS, Valley Housing Fund (“VHF”) holds title to the real property located at 765 Zeligman Street, Crested Butte, CO 81224, and legally described as:

Lot 27, Block 23, Crested Butte South – Third Filing, according to the Plat thereof recorded January 8, 1971 under Reception No. 282791 (“Property”); and

WHEREAS, in exchange for good and valuable consideration and the mutual covenants set forth herein, the Grantor has agreed to place certain restrictions on the occupancy of the Property for the benefit of the Beneficiaries by requiring occupancy of the Property by participants in the local workforce, as defined below.

The Parties therefore agree as follows:

1. GRANT OF COVENANTS. The Grantor submits the Property to the covenants and restrictions in this Declaration for the benefit of the VHF, and the VHF or the Housing Agency may enforce this Declaration.

If the Property is legally subdivided, and at the request of the Owner, this Declaration shall be amended to affect only one of the legally subdivided lots. If a duplex or accessory dwelling is built on the Property but without legal subdivision, the Owner shall select the unit to which the occupancy and leasing restrictions of this Declaration shall apply, which selection shall be in writing and a copy maintained by the Beneficiaries. The unit selected may not be changed without notice in writing to, and the consent of, the Beneficiaries. Selection of a unit for this purpose does not eliminate or otherwise affect the Declaration and its terms as a /restriction on the Property.

2. DEFINITIONS.

- a. “Eligible Buyer”

Must be a full-time employee working in Gunnison County for a minimum of 1,560 hours per calendar year for an employer whose business employs employees within Gunnison County, whose state business license denotes an address in Gunnison County, and/or the business taxes are paid in Gunnison County. If an employer is not physically based in Gunnison County, an employee must be able to verify that they physically work in

Gunnison County a minimum of 1,560 hours per calendar year for individuals, businesses or institutional operations located in Gunnison County. An Eligible Buyer maybe a retired person who has been a full-time employee in Gunnison County a minimum of four years immediately prior to retirement (as further defined in the Definition section);or be a handicapped person residing in Gunnison County who has been a full-time employee for a Gunnison County employer a minimum of four years immediately prior to their disability as defined in the Housing Guidelines. If an occupant is a seasonal worker, the seasonal worker must be full-time, with the 1560 hours per calendar year being prorated to the term of the seasonal employment, or

- (i) Must be a governmental or quasi-governmental entity based and operating in Gunnison County, Colorado or an employer that employees at least one full-time employee working in Gunnison County for such business and whose business address is located within Gunnison County, whose business employs employees within Gunnison County, whose state business license denotes an address in Gunnison County, and/or whose business taxes are paid in Gunnison County.
- b. “Guidelines” mean the most current GVRHA Affordable Housing Guidelines in effect at the time of closing on a sale or transfer of the Property or at the commencement date of a lease or other occupation agreement, or its successor document, as amended from time to time.
- c. “Household.” A household consists of all the people who occupy a housing unit.
- d. “Housing Agency” means the Gunnison Valley Regional Housing Authority or such other Housing Agency that VHF may designate to administer and enforce this Declaration.
- e. “Owner” means the VHF and any subsequent buyer, heir, devisee, transferee, grantee, owner or holder of title to the Property.
- f. “Primary Residence.” The sole and exclusive place of residence of the Qualified Occupant as defined in the Guidelines.
- g. “Qualified Household.” A household that includes at least one Qualified Occupant.
- h. “Qualified Occupant.” A full-time employee working in Gunnison County for a minimum of 1,560 hours per calendar year for an employer who does business within Gunnison County, whose business employs employees within Gunnison County, whose state business license denotes an address in Gunnison County, and/or whose business taxes are paid in Gunnison County. If an employer is not physically based in Gunnison County, an employee must be able to verify that they physically work in Gunnison County a minimum of 1,560 hours per calendar year for individuals, businesses, or institutional operations within Gunnison County. A Qualified Occupant maybe a retired person who has been a full-time employee in Gunnison County a minimum of four years immediately prior to retirement; or be

a disabled person residing in Gunnison County who has been a full-time employee for a Gunnison County employer a minimum of four years immediately prior to their disability as defined in the Guidelines. Seasonal workers must meet the Guidelines. Master leases are permitted.

3. OCCUPANCY RESTRICTIONS.

- a. Occupancy. Except as otherwise provided in this Declaration, the Property must, at all times, be occupied as a Primary Residence by a Qualified Occupant.
- b. The Qualified Occupant must occupy the Property as their Primary Residence for at least nine months each year unless the Owner or Qualified Resident obtains prior written approval from the Housing Agency for a shorter occupancy for good cause.

4. OWNERSHIP. Ownership is limited to Eligible Buyers.

5. LEASING. Leasing of the Property is allowed under the following conditions:

- a. The lessor must be an Eligible Buyer.
- b. The lessee must be a Qualified Occupant.
- c. All occupants must be listed on the lease.
- d. Leases must be in writing.
- e. Subleases are not permitted.
- f. Neither the property, nor any portion thereof, may be used for a short-term rental, which is defined as any rental period less than thirty consecutive days.
- g. Master leases to entities that would qualify as Eligible Buyers are permitted.

Commented [KF1]: Removed provision requiring GVRHA to approve leases.

6. COMPLIANCE. The Owner shall comply with verification, audit and other requirements as defined in the Guidelines, as amended from time to time, unless such Guidelines are inconsistent with the terms of this Declaration. The Housing Agency may require the Owner to meet in person to review documents including pay stubs, income tax returns, leases, proof of insurance, tax payments, and other documentation to ensure compliance with this Declaration. The Housing Agency may allow the Owner to submit required documentation by mail, email, or any other method, in which case the Owner shall promptly respond to the Housing Agency's requests.

7. USE OF THE PROPERTY. The Owner shall ensure the Property is used in a way that will not cause harm to others or create a nuisance, and must maintain the Property in good working order, in habitable condition, and in compliance with all laws. The Owner shall ensure the Property complies with all declarations, covenants, easements, and Permitted Mortgages (defined in Section 12). The Property may not be used for any commercial

purpose other than Home Occupation as are permitted in residential areas within Gunnison County.

8. TAXES, ASSESSMENTS, AND INSURANCE. The Owner shall pay, when due, all taxes and governmental and homeowner association assessments that relate to the Property, unless taxes and assessments are escrowed by a Permitted Mortgagee (defined in Section 12), in which case payment shall be made as directed by the Permitted Mortgagee. Upon the Housing Agency's request, the Owner shall provide the Housing Agency with certificates evidencing that the property is insured. If the Owner or the Permitted Mortgagee fails to timely pay taxes, assessments, or insurance, the Housing Agency may pay such taxes, assessments, and insurance on the Owner's behalf. The Owner shall promptly reimburse the Housing Agency for any amounts paid on the Owner's behalf.

9. TRANSFERS.

- a. An Owner besides the VHF may transfer the Property only as permitted by this Section 9 (and, in the event of a Foreclosure Action, subparagraph d). Any purported transfer that does not strictly follow the procedures set forth below is null and void.
- b. If an Owner besides VHF wishes to sell the Property, the Owner shall notify the Housing Agency in writing ("Intent to Sell Notice") at least fourteen days before the Owner markets the Property for sale at which time the Owner may sell the Property pursuant to subparagraph d).
- c. Housing Agency's Purchase Option in the Event of Foreclosure.
 - (i) Upon (i) the Housing Agency's receipt of a notice of a foreclosure, (ii) any sale or transfer resulting from a foreclosure, or (iii) an Event of Default ("Option Events"), the Housing Agency may purchase the Property at the fair market value as determined by an appraisal ordered by the Housing Agency, or in the case of a foreclosure where the total obligations secured by the Permitted Mortgage exceed the appraised value, the total amount of obligations under the Permitted Mortgage ("Purchase Option").

For purposes of this subparagraph (c)(i):

- (1) The amount of total obligations owed to the Permitted Mortgagee is to be calculated as of the date the sale to the Housing Agency or its assignee closes, and
- (2) If the Housing Agency does not exercise its Purchase Option after a receipt of the notice of foreclosure, it will have waived its right to exercise a Purchase Option on the foreclosure sale following the foreclosure identified in the notice of foreclosure. The Housing Agency's failure to exercise the Purchase Option does not invalidate this Declaration.

- (ii) If the Housing Agency elects to purchase the Property, the Housing Agency shall exercise the Purchase Option by notifying the Owner and any Permitted Mortgagee in writing of such election (“Notice of Exercise of Option”) within sixty days after the Option Event. Upon giving the Notice of Exercise of Option, the Housing Agency may either proceed to purchase the Property directly or may assign the Purchase Option to (1) the VHF, or (2) a Qualified Buyer.
- (iii) The purchase by Housing Agency or its assignee must be completed within ninety days after the Housing Agency’s Notice of Exercise of Option. Except as provided in Section 11, the Purchase Option will remain in effect with respect to any subsequent Option Events. The time permitted for the completion of the purchase may be extended by mutual agreement of the Housing Agency (or its assignee) and the Owner and, if applicable, the Mortgagee undertaking a foreclosure.

d. Property Sale.

- (i) The Owner may sell the Property to any Eligible Buyer of their choosing. The offer must comply with all terms of this Declaration.
- (ii) The prospective Eligible Buyer must in writing acknowledge the Property is subject to this Declaration as a condition of the contract to purchase the Property.
- (iii) The Owner shall provide the Housing Agency a copy of the executed sales contract within ten days of accepting any such offer. Before closing, the Owner shall also provide the Housing Agency with a title insurance commitment that identifies this Declaration as an encumbrance on the Property.

10. CASUALTY. In the event of fire or other damage to the Property, the Owner shall promptly take all steps necessary to repair the damage and restore the Property to its condition immediately before the damage. This obligation applies even if insurance proceeds are insufficient to pay the cost of repairs. If repair and restoration are not possible (for example, in the case of sinkhole or other condition that materially adversely impacts and precludes restoration of the structure), the Owner shall provide documentation of such circumstance to the Housing Agency, and in such case the Housing Agency may excuse the Owner from repairing and restoring the Property, provided that the Owner uses available insurance proceeds to pay off any Permitted Mortgage.

11. DEFAULT.

- a. Any violation of this Declaration by Owner, including any defaults in payment or other obligations to a Permitted Mortgagee (defined in Section 12), constitute an Event of Default. If an Event of Default occurs, the Housing Agency shall provide the Owner with written notice thereof. The Owner will then have thirty days to cure

the Event of Default before the VHF or Housing Agency exercises legal remedies, unless the VHF or Housing Agency reasonably determines that its interest in the Property is in jeopardy, in which case the VHF or Housing Agency may act immediately.

- b. The Owner shall immediately notify the Housing Agency, in writing, of any notification received regarding any default under any Permitted Mortgage, any overdue or delinquent taxes or assessments, or any violation of any monetary or nonmonetary covenant related to the Property. Any such default, late payment, or violation constitutes an Event of Default.
- c. If the Housing Agency believes the Owner is violating this Declaration, the process for investigation, notice of violation, and due process are defined in the Guidelines. The Housing Agency may inspect the Property at reasonable times after providing the Owner with 24-hour written notice. By this Declaration, the Owner grants the Housing Agency permission to enter the Property after such written notice is provided.
- d. If Owner is a business entity or more than one individual, each individual Owner and the individuals within the entity shall be jointly and severally liable for compliance with this Declaration and any breach of this Declaration.

12. PERMITTED MORTGAGE.

- a. A "Permitted Mortgage" is a loan secured by a deed of trust recorded against the Property, together with any modifications which may be made from time to time. A Permitted Mortgage may either be construction financing or a permanent loan. A "Permitted Mortgage" is the lender on the deed of trust securing a Permitted Mortgage, and its assignees.
- b. By signing this Declaration, the VHF gives written permission for the first-lien priority deed of trust to be a Permitted Mortgage, which shall be subordinate to this Declaration. The Housing Agency also hereby permits any assignee of a Permitted Mortgage to be a Permitted Mortgagee at any time it purchases a Permitted Mortgage.
- c. Survival of Declaration Upon Exercise of Remedies by Mortgagees.
 - (i) If the holder of any mortgage, deed of trust, or other encumbrance on the Property (each a "Mortgagee") conducts a foreclosure sale, accepts a deed in lieu of foreclosure, or exercises any other right or remedy that results in the Owner no longer having title to the Property (any such right or remedy, a "Foreclosure Action"), this Declaration will continue to run with the land and shall continue to encumber the Property as follows:
 - (ii) The Owner authorizes any Mortgagee to provide the VHF and the Housing Agency with any information requested by either with respect to the

obligations secured by a deed of trust or other security instrument encumbering the Property including, without limitation, the original or maximum principal amount of the loan, the interest rate and other terms governing repayment, payment history, including any history of delinquent payments, current payments of principal, interest, and late fees due or delinquent, and the amount of total obligations currently secured by the Mortgage.

(iii) The Owner understands and agrees that nothing in this Declaration constitutes a promise or guaranty by the VHF or Housing Agency to the Mortgagee.

d. Within sixty days after receipt of any Event of Default notice described herein, the VHF may (but shall not be obligated to) proceed to make any payment(s) required to avoid foreclosure. Upon making any such payment(s), the VHF may place a lien on the Property in the amount paid to cure the default and avoid foreclosure, including all fees and costs resulting from such foreclosure.

13. INDEMNIFICATION; WAIVER OF LIABILITY. The Owner shall defend, indemnify, and hold harmless the VHF, the Housing Agency, and their directors, officers, employees, agents, successors, and assigns from and against all losses, damages, liabilities, claims, court costs, and legal expenses that the VHF or the Housing Agency may incur related in any way to the Property or this Declaration, except to the extent such losses arise solely out of the VHF's or Housing Agency's gross negligence or wilful misconduct. The Owner shall pay the VHF or the Housing Agency on demand any amounts owing under this Section 13. The Owner's duty to indemnify will survive any release of this Declaration.

14. GENERAL PROVISIONS.

a. If any provision of this Declaration is invalid or prohibited under applicable law, such provisions shall be ineffective to the minimum extent of such invalidity or prohibition, without invalidating the remaining provisions of this Declaration.

b. This Declaration is to be governed and construed in accordance with the laws of the State of Colorado.

c. Except as otherwise provided herein, the provisions and covenants of this Declaration run with the Property and bind the Owner's heirs, successors, and assigns.

d. Owner shall execute further documents and take further actions as may be reasonably required by the VHF to carry out the provisions and intent of this Declaration. The Owner, VHF, and Housing Agency agree to reform the restrictions as necessary to ensure that mortgages or deeds of trust on the unit(s) to be constructed on the Property remain eligible for purchase by Fannie Mae and Freddie Mac and insured by FHA.

- e. Any modification or release of this Declaration requires the written agreement of the GVRHA, VHF and Owner. Any such document shall be forthwith recorded with the Clerk and Recorder of Gunnison County, Colorado.
- f. This Declaration may be terminated by the VHF prior to the first transfer of the Property to an Eligible Buyer, by majority vote of the full board of the VHF.

VALLEY HOUSING FUND,
a Colorado non-profit corporation

By: _____
Scott Desmarais, Board President

Attest:

, Board Secretary

**GUNNISON VALLEY RURAL HOUSING
AUTHORITY**

By: _____
, Executive Director

Attest:

, Board Secretary



January 15, 2024

Gunnison Valley Regional Housing Authority
200 E Virginia Avenue
Gunnison, CO 81230
970-641-7900

REQUEST FOR PROPOSAL HOUSING NEEDS ASSESSMENT

Background

The Gunnison Valley Regional Housing Authority (GVRHA) was formed as a “multijurisdictional housing authority” in 2012 to meet the needs of the four member-governmental bodies in the region (City of Gunnison, Gunnison County, Town of Crested Butte, Town of Mount Crested Butte) to facilitate the development of affordable housing and associated services in the Gunnison Valley. Our primary audience is the locals who work in the Gunnison Valley. We are a public resource offering property management and deed restricted sales, monitoring and compliance of deed restricted housing, loans for purchasing or rehab purposes, homeowner and tenant counseling, development consulting, and energy efficiency programming and strategic housing guidance and leadership. Our secondary audience is our member jurisdictions who need information and consultation about current housing issues.

GVRHA is working with local governments and partner organizations to complete a Housing Needs Assessment (HNA) to provide current metrics on the housing market and the needs of the community. The most recent comprehensive HNA was completed in 2016, with an update added in 2021. Due to the significant changes in the housing landscape of the Gunnison Valley in the past three years, a materially updated HNA to better predict and understand the existing and upcoming needs of the Gunnison Valley is in order.

GVRHA is inviting proposals from qualified consultants for the preparation of a Housing Needs Assessment for the Gunnison Valley, segmented for the north valley and south valley. This work will include an in depth market analysis, with a graphically rich executive summary of the findings for public distribution and to support development of housing plans. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined in this document in their entirety.

Timeline

January 15: Issuance of RFP

January 29~~22~~: Questions due from consultants deadline

January 29: Answers provided



~~February 15:~~ **RFP Proposals bids due**

~~March 15:~~ **February 19:** Virtual project kick off meeting to discuss and refine scope of work

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~~March 15 – July February 19-April 1:~~ **Existing conditions and housing cost analysis**Data collection and analysis. Reconnaissance interviews with property managers, real estate brokers, local housing professionals, local developers, and major employers. Stakeholder interviews regarding demand and needs. presentation of findings to city staff and/or advisory or working group. Community engagement consisting of fielding a resident/employer survey, meetings with housing providers (nonprofit developers, private developers, city and county leadership, major employers)

Commented [EG1]: This is protracted. We'll miss funding windows for Prop 123 programs. One presentation is sufficient. Perhaps to HTF zoom with wider announcement. Each local jurisdiction can present the data to their electeds.

~~August-September:~~ **April 15:** Draft provided for staff review. **Completion of draft sections of the report, staff review**

Commented [LK2R1]: One presentation is not sufficient, and I disagree that we should leave it up to each jurisdiction to handle public/elected outreach. Skipping this step is a mistake we keep making in this valley. Let's get the outreach piece right this time! The presentation of data won't hold up the rest of the process because it's at the end.

April 22: Comments due back from staff.

April 29: Report finalized

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~~Late May: September-October:~~ **Two One workshops to virtual presentation of the findings, and discuss findings to stakeholders and general public**

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Scope of Proposal

The study area is to include both the incorporated and unincorporated areas of Gunnison County. The County currently has a total population of approximately 17,267 people. The County has three incorporated towns: Gunnison, Crested Butte and Mount Crested Butte, and two market areas: the north valley and south valley. The report will present aggregated data for the whole County as well as market specific information for the north and south valley.

The consultant will provide all necessary services, labor, equipment and supplies required for the satisfactory completion of the scope as described in this RFP. The scope of work will include the following:

1. An assessment of the current long and short term housing stock including, but not limited to, age of asset and product type, income and demographics of renters and homeowners, market demands including, but not limited to, sale prices and rental rates, housing gaps, and projected needs.

Commented [LK3]: Include short term rental use (1 month or less)

~~2-~~
2. An assessment of current employment demographics including, but not limited to, total number of jobs, classifications of jobs, data on wages, percentage of workers who are residents of the county, percentage of workers traveling into the county for work, percentage of workers traveling out of the county for work, remote workers as a percentage of the total workforce, and future projection of job trends within the county.

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Commented [d4]: Is this too much employee data?

Commented [EG5R4]: Nope, this is good.

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3. Stakeholder engagement including interviews with property managers, real estate brokers, local housing professionals, local developers, and major employers. The consultant shall also identify and engage stakeholder focus groups as needed to obtain information required for the analysis.

4. Preparation of a graphic rich report that is easily understandable to the general public and elected officials, and is compliant with the State [of Colorado](#) Division of Housing's [Proposition 123 statute](#) requirements for a Housing Needs Assessment.

Commented [EG6]: Not sure if DOH or Prop 123 statute have specific parameters on what the HNA must include. Please confirm, or pull lingo if not applicable.

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6. Identification of the needs for different unit types by tenure, income, and location as well as anticipated barriers in accessing housing.

Proposal Requirements

All proposals submitted in response to this RFP must include the following components:

1. The consultant's name and contact information.
2. A detailed scope of services for the preparation of the market study as described in the Scope of Proposal section above.
3. A proposed fee for the services.
4. A proposed schedule that will have the final market study report completed and accepted by GVRHA no later than ~~October 1,~~ April 29, 2024.
5. A demonstration of the proposer's knowledge, qualifications, experience, technical competence, and capability to provide the services detailed. This should include a resume of previously completed needs assessments, as well as the consultant's individual analysts, detailing affiliations, designations, credentials, certifications, and licenses.
6. A copy of a the Needs Assessment prepared by the proposer for a similar project in the past two years.
7. Two client references for similar or related scopes of work in the past two years.
8. A disclosure of all real and potential conflicts of interest, including signed waivers regarding such conflicts.
9. Any other information the proposed thinks would be appropriate to assist GVRHA in its evaluation.

Reservation of Rights

1. GVRHA reserves the right to reject any or all proposals, to waive any informalities in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.
2. GVRHA reserves the right not to award a contract pursuant to this RFP.
3. GVRHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful proposer.
4. GVRHA reserves the right to determine the days, hours and locations that the successful proposer shall provide the services called for in this RFP.



5. GVRHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of sixty (60) days subsequent to the deadline for receiving Proposals without the written consent of the GVRHA Executive Director.
6. GVRHA reserves the right to negotiate the fees proposed by the proposer entity.
7. GVRHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete Proposals and/or Proposals offering alternate or non-requested services.
8. GVRHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

Proposal Submission

All Proposals must be submitted to the GVRHA Office no later than the submittal deadline stated herein (or within any ensuing addendum). Proposals can be submitted by mail, email or fax as described below. All proposals must be received by February 15², 2024 at 12:00pm Mountain Time.

~~Questions regarding this Request for Proposal can be submitted using the same submission process. All questions and requests for clarification must be received by close of business, January 29, 2024 to allow adequate time to respond to all proposers.~~

If a contract is awarded pursuant to this RFP, GVRHA will notify the proposer using the contact information included in the proposal.

Proposal Submittal: submit proposals electronically to _____

with the subject line of "GVRHA HNA RFP"

Contract Conditions

The following provisions are considered mandatory conditions of any contract award made by GVRHA pursuant to this RFP:

Assignment of Personnel

GVRHA shall retain the right to demand and receive a change in personnel assigned to the work if GVRHA believes that such change is in the best interest of GVRHA and the completion of the contracted work.

Unauthorized Sub-Contracting Prohibited

The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the GVRHA Interim Director.

Any purported assignment of interest or delegation of duty, without the prior written consent of the GVRHA Interim Director shall be void and may result in the cancellation of the contract with GVRHA, or



may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; as determined by GVRHA.

Contract Period

This is a single task contract. All work must be completed, and the final report issued no later than ~~October 1~~ April 29, 2024.

Licensing and Insurance Requirements

Prior to award (but not prior to submission of the proposal) the firm awarded the contract will be required to provide:

1. A copy of the entity's business license allowing that entity to provide services within the State of Colorado;
2. An original certificate from the entity's industrial (workers compensation) insurance carrier;
3. Evidence of malpractice insurance coverage with notification;
4. Original certificates (that also includes auto coverage), naming the GVRHA as an additional insured, showing the entity's liability insurance coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000), with a deductible of not greater than \$1,000;
5. Evidence of professional liability coverage (minimum of \$1,000,000 each occurrence), with a deductible of not greater than \$1,000;

Commented [EG7]: Does the state offer a business license?
Do we need to be named as additional insured for a professional svcs contract? Or require malpractice coverage? Requiring professional liability is normal but the other requirements are unusual. If required by GVRHA's attorney, delete #2 as it is duplicative with #4.

Right To Negotiate Final Fees

GVRHA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the apparent successful proposer may be the basis for the beginning of negotiations. Such negotiations may begin after GVRHA evaluation panel has chosen an apparent successful proposer. If such negotiations are not, in the opinion of the GVRHA Board of Directors, successfully concluded within five (5) business days, GVRHA shall retain the right to end such negotiations and begin negotiations with another proposer. GVRHA shall also retain the right to negotiate additional fees with any proposer, if GVRHA's needs in these areas change.

Billing/Payment Methods

This is a single task contract. Payment will be made upon completion and acceptance of the Market Study. GVRHA reserves the right to make payment within 30 days of the receipt of the completed Market Study.

Contract Service Standards

All work performed pursuant to this RFP must conform to and comply with all applicable local, state and federal laws.

Contact Information

Interim Director (director@gvrha.org?) 970-641-7900 x4

Customer Name: County of Gunnison
Quote #: Q-48769

Quickbase AE: Tiffany Wright
Telephone: (502) 298-5505
Email: tiwright@quickbase.com



ORDER FORM

CONTACT INFORMATION	
Bill to: County of Gunnison ATTN: Lauren Woodyard 200 East Virginia Avenue Gunnison, Colorado 81230-2248 United States	Ship to: County of Gunnison ATTN: Lauren Woodyard 200 East Virginia Avenue Gunnison, Colorado 81230-2248 United States
Phone Number: 9706417900 Email: lwoodyard@gvrha.org	Phone Number: 9706417900 Email: lwoodyard@gvrha.org

PAYMENT INFORMATION	
Net Payment Terms: Net 30	Currency: USD
Payment Method: PO	Applicable PO Number, if any:
SUBSCRIPTION INFORMATION	
Subscription Term Start Date: Order Effective Date	Order Effective Date: Date of last signature below
Subscription Term End Date:	
Written Notice to Cancel Auto Renew: 30 Days	

SUBSCRIPTION PLAN SUMMARY			
Product	Quantity	Billing Frequency	Annual Fees
Enterprise (User - Annual)		Annual	\$19,200.00
Users - Enterprise-User	20		
Premium Enablement Service Package		Annual	\$29,000.00
FastField - Users (Annual)	10	Annual	\$2,700.00
Form Engine - 3,000 Transactions - Annual		One-Time	\$3,000.00
TOTAL FEES:			\$53,900.00

Descriptions for certain products listed above are available at www.quickbase.com/product-descriptions

Additional Terms:

- Form Engine by Advantage Quick Base is a third party product provided entirely by Advantage Integrated Solutions, Inc. and is subject to the Form Engine End User Access Terms Subscription Services, found online at <https://quickbase.formengine.com/#!/terms> and incorporated by reference.

Enterprise User includes unlimited Applications, 100 Integration Reads/user/day, 10GB Application Space, 300GB Attachment Space, 3-year Audit Data Retention, Advanced Encryption, and ALM Sandbox

Terms and Conditions:

The agreement (the "Agreement") between the parties consists of this Order Form and either the Quickbase terms of service set forth at <http://www.quickbase.com/terms-of-service> (the "Terms of Service") as the same may be updated from time to time by Quickbase or, if Customer and Quickbase have entered into a separate signed agreement covering the use and provision of the Quickbase Service, such separate signed agreement. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Terms of Service or the separate signed agreement, as applicable.

Customer Name: County of Gunnison
Quote #: Q-48769

Quickbase AE: Tiffany Wright
Telephone: (502) 298-5505
Email: tiwright@quickbase.com



ORDER FORM

Each party represents and warrants that this Order is executed by a duly authorized representative and the Agreement constitutes the legal, valid and binding obligation of such party.

For Quickbase, Inc.

For Customer:

By: _____

By: _____

Print Name:

Print Name:

Print Title:

Print Title:

Date:

Date:

FastField Mobile Forms Addendum

This FastField Mobile Forms Addendum (“Addendum”) supplements your Order Form and the Terms of Service and apply to your use of FastField Mobile only. In the event of a conflict between the terms of this Addendum or the Order Form or Terms of Service, the terms of this Addendum will control. Capitalized terms not otherwise defined in the Order Form or Terms of Service will have the meaning given to them in this Addendum.

1. Privacy

1.1. **Privacy.** Through your usage of FastField Mobile, you may submit content to FastField, Inc. (“FastField”), a Quickbase, Inc. affiliate, (including your personal data and the personal data of others) or third parties may submit content to you through the Services (your “Customer Data”). FastField’s Privacy Policy (<https://www.fastfieldforms.com/agreements/privacy-policy.html>), together with any data use policies, privacy statements and privacy notices (collectively, “privacy policies”), detail how we treat your Customer Data and personal data and we agree to adhere to those privacy policies. You in turn agree that FastField may use and share your Customer Data in accordance with our privacy policies.

1.2. **European Union Obligations** If you are a customer who is operating as “data controller” as defined in the European General Data Protection Regulation (“GDPR”), additional terms apply. For specific terms regarding GDPR, please refer to section 14.

2. **Security.** FastField will store and process your Customer Data in a manner consistent with industry security standards. We have implemented appropriate technical, organizational, and administrative systems, policies, and procedures designed to help ensure the security, integrity, and confidentiality of your Customer Data and to mitigate the risk of unauthorized access to or use of your Customer Data.

3. Your Customer Data

3.1. **Remember to Backup.** You are responsible for maintaining, protecting, and making backups of your Customer Data. To the extent permitted by applicable law, FastField will not be liable for any failure to store, or for loss or corruption of, your Customer Data.

3.2. **You are the Controller of your Form Data.** You are responsible for the definition and maintenance of your own Forms. By defining your forms, you control the content you are collecting. It is your responsibility to review the setup and configuration of your Forms and their respective Delivery, Workflow and Account settings so you safeguard any sensitive data you are collecting through our Services. For example, our Services allow you to distribute form results through email integrations. This is not intended to be used with Forms used to collect private or sensitive data. It is your responsibility to ensure that you protect the data you collect and to avoid using features that may distribute your data inadvertently to the wrong recipient or through less secure delivery channels.

4. European Union Policies and GDPR

Under the GDPR guidelines, the Customer is the controller of Customer Data collected through the Customer's forms and FastField is the processor of this data.

4.1. GDPR Terms for Customers in Europe

- 4.1.1. Effective Date and Definitions.** These additional terms will apply to you where you are a customer of FastField and are operating as a "data controller" (as that term is defined in the GDPR) in your use of the Services.
- 4.1.2. Processing Instruction.** By using our Services and agreeing to these Terms and the FastField privacy policies, you are providing us with instructions to process any personal data collected by you through our Services, on your behalf.
- 4.1.3. Customer Obligations.** You shall ensure and hereby warrant and represent that you are entitled to submit and transfer personal data to FastField so that FastField may lawfully process and transfer the personal data in accordance with these Terms. You shall ensure that relevant data subjects have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection laws and have sole responsibility for the accuracy, quality and legality of personal data processed by FastField in the provision of the Services.

4.1.4. FastField Obligations.

Where FastField is processing personal data on your behalf, it will:

- 4.1.4.1.** only do so on your documented instructions and in accordance with applicable law, including with regard to transfers of personal data to a third country or an international organization, and the parties agree that these terms and the FastField privacy policies constitute such documented instructions;
- 4.1.4.2.** ensure that all FastField personnel involved in the processing of personal data have committed themselves to confidentiality;
- 4.1.4.3.** where applicable to you and where it is technically feasible, make available information necessary for you to demonstrate compliance with your obligations under Article 28 of the GDPR, where such information is held by FastField and is not otherwise available to you through your account and user areas or on FastField websites, provided that you provide FastField with at least 14 days' written notice of such an information request;
- 4.1.4.4.** promptly notify you of all requests received directly from a data subject in respect of that data subject's personal data submitted through the Services;
- 4.1.4.5.** upon deletion by you, not retain personal data from within your account other than in order to comply with applicable laws and regulations and as may otherwise be kept in routine backup copies made for disaster recovery and business continuity purposes (which are also deleted no later than 9-12 months after data is deleted from an account); and
- 4.1.4.6.** to the extent reasonably able, assist you as reasonably required (at your expense) where you wish to conduct a data protection impact assessment involving the Services.
- 4.1.5. FastField sub-processors.** FastField uses 3rd party partners in facilitating certain elements of our Services ("sub-processors"). By agreeing to these Terms, you provide a general authorization to FastField to engage sub-processors, subject

to compliance with the requirements set out here. If you wish to receive a list of sub-processors who handle personal data for FastField, please refer to <https://www.fastfieldforms.com/subprocessors-and-services.html>.

We will return a list of sub-processors currently used by our Service. We will also, add you to a list to be notified in the event we add an additional sub-processor in the future. If you object to a particular sub-processor, who we cannot disassociate from your Services, your sole remedy will be to terminate your subscription relating to the Services that cannot be reasonably provided without the objected-to new sub-processor. Such termination will be without a right of refund for any fees prepaid by you for the period following termination.

4.1.6. Liability. FastField will be liable for the acts and omissions of its sub-processors to the same extent FastField would be liable if performing the services of each of those sub-processors directly under these Terms, except as otherwise set forth in these Terms and FastField ensures that all sub-processors on the sub-processor list are bound by contractual terms that are in all material respects no less onerous than those contained in these Terms.

4.1.7. Security Incident. If FastField becomes aware of any unauthorized or unlawful access to your personal or form data, FastField will take reasonable steps to notify you within 72 hours of becoming aware of the Security Incident. FastField will also reasonably cooperate with you with respect to any investigations relating to a Security Incident with preparing any required notices, and provide any other information reasonably requested by you in relation to any Security Incident, where such information is not already available to you in your online Administration Account through updates provided by FastField.

4.1.8. International Transfer. To the extent applicable, FastField relies upon (i) FastField's Privacy Shield certification; (ii) standard contractual clauses, for data transfer to the United States to FastField. FastField also relies on standard contractual clauses for data transfers to other third parties based in countries outside the European Economic Area, the United States, or countries that do not have adequate levels of data protection as determined by the European Commission. To the extent applicable, you can enter into an additional Data Processing Agreement with FastField, which supplement the terms of this agreement. Where there is a conflict between the terms of a separate Data Processing Agreement with standard contractual clauses and these Terms, the terms of the Data Processing Agreement with standard contractual clauses will prevail.

4.1.9. Liability for Data Processing. The parties' respective aggregate liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any and all claims arising out of or in connection with this Section 14 shall be as set out in these terms, unless otherwise agreed in writing.