

**AN INTERGOVERNMENTAL AGREEMENT (IGA) PROVIDING FOR REGIONAL COLLABORATION FOR ATTRIBUTION OF AFFORDABLE HOUSING UNITS FOR THE PURPOSES OF PROPOSITION 123 UNIT CREDIT BETWEEN THE CITY OF GRAND JUNCTION, CITY OF FRUITA, TOWN OF PALISADE, AND MESA COUNTY.**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this 16th day of June, 2026, by and between THE CITY OF GRAND JUNCTION, a Colorado Home Rule City, hereinafter called "Grand Junction," THE CITY OF FRUITA, a Colorado Home Rule City, hereinafter called "Fruta," TOWN OF PALISADE, a Colorado Statutory town, hereinafter called "Palisade," and MESA COUNTY, a Colorado statutory county, hereinafter called "Mesa County," which collectively shall be referred to the "Parties" and individually as a "Party."

**RECITALS**

WHEREAS, Grand Junction, Fruta, Palisade, and Mesa County are committed to enacting housing policies and partnering with other entities that seek to increase affordable housing options, diversify housing choices, and decrease the gap between need and housing inventory; and

WHEREAS, C.R.S. § 29-32-105(3)(d)(II) allows local jurisdictions in Colorado to enter into written agreements to jointly manage affordable housing credits under Proposition 123 programs; and

WHEREAS, the Parties enter this agreement to establish a framework among the parties to jointly support affordable housing development and share unit credit as permitted under Proposition 123 as codified in C.R.S. § 29-32-105(3)(d)(II).

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, the Parties agree as follows:

1. The Parties filed their respective affordable housing commitment with the Division of Housing ("Division") in the Department of Local Affairs ("Commitment") pursuant to C.R.S. §29-32-105 for the three-year cycle 2024-2026. The parties agree that this agreement shall be effective for the same three-year cycle ending December 31<sup>st</sup>, 2026, and that it shall renew automatically on January 1<sup>st</sup> of each year thereafter for additional, consecutive one-year terms so long as unit counting is required to demonstrate achieve of each Party's Proposition 123 commitment, unless or until terminated by mutual agreement of all Parties or by the unilateral termination by any individual party.
2. Any Party may propose an amendment to this Agreement in writing and on reasonable notice to all other Parties. No proposed amendment shall be effective unless approved in writing by all Parties.

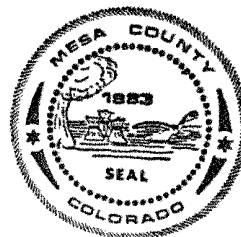
3. The Commitment of each Party established a baseline number of affordable housing units within each Party's respective jurisdictions and specifies how the combined number of newly constructed affordable housing units, existing units converted to affordable housing, and preservation of certain units will be increased by three percent each year for a three-year period over the baseline number of affordable housing units. The City of Grand Junction committed to producing 374 Proposition 123-eligible units; the City of Fruita committed to 108 eligible units; the Town of Palsade committed to 9 eligible units (in a one-year commitment); and Mesa County committed to 253 eligible units. Each Party's Commitment applies for the term defined in this agreement. The Parties agree to collaborate to achieve or exceed their cumulative target of 744 units for their commitment ending December 31, 2026.
4. The Parties agree that each jurisdiction will first count affordable units to their commitment when the unit is within their jurisdiction. Any excess units may then be assigned to another Party. At the discretion of the staff of each Party, units may also be shared strategically to ensure the greatest number of jurisdictions meet their respective commitment.
5. Staff of each Party shall be responsible for jointly tracking affordable housing projects and programs in respective jurisdictions and preparing the triennial Commitment report as necessary to meet all state requirements. The parties shall fully cooperate and provide any necessary documents and information that will assist with tracking or preparing such reports. Additionally, the parties agree that they shall exchange all necessary data to submit required compliance documentation to the Division and to carry out the purposes of this Agreement. Parties shall coordinate regularly on necessary data for fulfillment of reporting or other requirements and shall make reasonable efforts to provide requested information in a timely manner.
6. Upon coordination of affordable credit attribution, each party of this agreement shall be responsible for the submission of documentation related to attributed units following the above-named exchange of information and data of those units. This coordination will ensure that total credit for units cannot exceed actual units produced, nor shall double counting occur.
7. This agreement may be terminated by mutual agreement of all Parties or by the unilateral termination by any individual party. Notice of termination must be made in writing to all Parties. A notice of 30 days must be provided prior to termination date.

8. The Parties agree there have been no representations made other than those contained herein; that this Agreement constitutes their entire Agreement; and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.
9. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be severed and the remaining provisions shall remain in full force and effect, to the extent the fundamental purposes of this Agreement can still be carried out. The Parties intend this Agreement to be construed and enforced consistent with Colorado law governing intergovernmental agreements.
10. Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any dispute arising out of or hereunder this Agreement shall be in the District Court of Mesa County, Colorado.
11. Nothing in this Agreement shall be interpreted to create a multi-year fiscal obligation of any Party as prohibited by Article X, Section 20 of the Colorado Constitution.
12. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties herein, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.
12. Nothing in this Agreement shall create or be deemed to create a partnership between the Parties.
13. The Parties intend that all defenses, immunities, limitations of liability, and caps on damages available to them and their respective officials, employees, and agents under the Colorado Governmental Immunity Act, article 10 of title 24, C.R.S., and other applicable law, shall be preserved and shall apply to all claims arising under or relating to this Agreement. Nothing in this Agreement shall be construed as a waiver of any rights, protections, or limitations available under the Colorado Governmental Immunity Act, including without limitation the notice requirements, defenses, immunities, and limitations on liability set forth therein.

Board of County Commissioners  
County of Mesa, State of Colorado

Attest:

By: *J.J. Fletcher*  
Attest: *Bobbie Gross*  
J.J. Fletcher, Chair



City of Grand Junction

Attest:

By: *Laurel Lutz*  
Attest: *Julietta Sandberg*  
Laurel Lutz, Mayor



City of Fruita

Attest:

By: *Matthew Breman*  
Attest: *Deborah Wood*  
Matthew Breman, Mayor

Town of Palisade

Attest:

By: *Greg Mikolai*  
Attest: *Rebecca Casier*  
Greg Mikolai, Mayor

