

INTERGOVERNMENTAL AGREEMENT
Relating to the City's Rights of First Refusal and First Offer for Affordable Housing under
HB24-1175

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into by and between the City of Fort Collins, Colorado, a Colorado municipal corporation ("City"), and Housing Catalyst, a body corporate and politic formerly known as the Housing Authority of the City of Fort Collins, ("Housing Catalyst"), to be effective January 1, 2026.

Whereas, the Colorado General Assembly through HB24-1175 created rights of first refusal and first offer for the City for certain properties; and

Whereas, HB24-1175 authorizes the City to assign these rights to a housing authority in its jurisdiction; and

Whereas, the City would like to assign these rights to Housing Catalyst and Housing Catalyst would like to accept these rights.

Now, therefore, the Parties agree as follows:

Pursuant to C.R.S. 29-4-1202(2)(f), the City assigns to Housing Catalyst its right of first refusal for all qualifying properties for which the City has such a right under C.R.S. 29-4-1202. Housing Catalyst accepts such right, all liability of the City regarding the exercise of such right, and responsibility for performing all requirements pursuant to Part 12 of Article 4 of Chapter 29 of the Colorado Revised Statutes as if it were the City. This assignment includes the City's right of first refusal for the apartment complex located at 3644 South Timberline Road in Fort Collins, known as Fox Meadows, for which the City received a notice of listing for sale on October 31, 2025 and for which the City preserved its rights on November 13, 2025.

Further, Pursuant to C.R.S. 29-4-1203(2)(d), the City assigns to Housing Catalyst its right of first offer for all qualifying properties for which the City has such a right under C.R.S. 29-4-1203. Housing Catalyst accepts such right, all liability of the City regarding the exercise of such right, and responsibility for performing all requirements pursuant to Part 12 of Article 4 of Chapter 29 of the Colorado Revised Statutes as if it were the City.

The City agrees to post a notice of this assignment to its website as required by C.R.S. 29-4-1202(2)(f)(I). The City will include the following contact information for Housing Catalyst in the notice:

Housing Catalyst
1715 W. Mountain Avenue
Fort Collins, Colorado 80521

General Provisions

Entire Agreement; Amendment; Termination. This Agreement constitutes the entire agreement between the Parties, and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the City's Right of First Refusal or First Offer to purchase multifamily housing pursuant to Part 12 of Article 4 of Chapter 29 of the Colorado Revised Statutes. Any amendment to this Agreement must be in writing and signed by both Parties. Either Party may terminate this Agreement for convenience with 90 days' written notice to the other Party. Termination of this Agreement for convenience by either Party shall not affect any transaction then in process as a result of a notice given by a residential seller to Housing Catalyst pursuant to Part 12 of Article 4 of Chapter 29 of the Colorado Revised Statutes.

Assignment. No assignment of this Agreement or the rights and obligations thereunder shall be valid, except an assignment by Housing Catalyst to an entity that is wholly owned by Housing Catalyst, an entity in which Housing Catalyst has an ownership interest, or an entity in which an entity wholly owned by Housing Catalyst or of which Housing Catalyst is the sole member has an ownership interest. Housing Catalyst's responsibility to perform all requirements pursuant to Part 12 of Article 4 of Chapter 29 of the Colorado Revised Statutes for a property shall not be impacted by any assignment of a right of first refusal or a right of first offer by Housing Catalyst for that property or by any subsequent assignment.

No Third Party Beneficiaries. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the City and Housing Catalyst. Any services or benefits that third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

Authority. The persons who sign and execute this Agreement represent that they are duly authorized to execute this Agreement in their representative capacity on behalf of a Party.

Liability; Governmental Immunity. Each Party shall be solely responsible for its actions, including the actions of its employees, agents, or contractors. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT:

CITY:
CITY OF FORT COLLINS, COLORADO,
a Colorado municipal corporation

By: _____
Kelly DiMartino
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Asst. City Attorney

HOUSING CATALYST:
Housing Catalyst, a body corporate and politic formerly known as the Housing Authority
of the City of Fort Collins

By: _____
Julie J. Brewen, Chief Executive Officer

Date: _____