

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF
BROOMFIELD AND THE BROOMFIELD HOUSING ALLIANCE RELATING TO THE ASSIGNMENT OF
BROOMFIELD'S RIGHT OF FIRST REFUSAL AND FIRST OFFER TO PURCHASE MULTIFAMILY
HOUSING**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement"), dated for reference purposes only this 3rd day of December, 2024, is made by and between the CITY AND COUNTY OF BROOMFIELD, a municipal corporation and county ("Broomfield"), and the Housing Authority of the City and County of Broomfield, Colorado, a body corporate and politic, doing business as the Broomfield Housing Alliance ("BHA" or the "Housing Authority"). Each of the governmental entities shall be referred to herein, individually by name or as a "Party" and, collectively, as the "Parties."

RECITALS

- A. BHA is the housing authority for the City and County of Broomfield.
- B. In 2024, the state legislature passed HB24-1175, which created a right of first refusal (the "ROFR") or first offer (the "ROFO") for local governments to purchase certain multifamily housing properties as more particularly described in C.R.S. 29-4-1201 et. seq.
- C. Under the new law which went into effect August 7, 2024, the owner of any multifamily rental properties that operate as affordable housing consisting of not less than five units, must provide the local government a right of first refusal to match an offer for the purchase of such property, subject to the local government's commitment to using the property as long-term affordable housing.
- D. Pursuant to C.R.S. 29-4-1202(2)(f) and C.R.S. 29-4-1202(2)(d), at any time the local government may assign the ROFR or the ROFO with respect to all qualifying properties to a housing authority that is within the local government's jurisdiction subject to the requirement that the qualifying property is used to preserve or be converted to long-term affordable housing and that all other provisions of the law apply to the assignee.
- E. Under the new legislation, both the ROFR and the ROFO terminate on December 31, 2029, and a local government is not entitled to exercise either right after that date unless the local government exercised the right before December 31, 2029 and the process has not concluded.
- F. Broomfield desires to assign its ROFR and ROFO under Part 12 to article 4 of title 29 to BHA, the local housing authority, pursuant to the terms and conditions as provided below.

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

1. TERM. The term of this Agreement shall commence upon execution of this Agreement by the last of the Parties hereto and be effective through December 31, 2029.
2. BROOMFIELD'S ASSIGNMENT OF ROFR AND ROFO.
 - 2.1. Assignment. Broomfield hereby assigns all of its rights, title and interest in the right of first refusal, as described in C.R.S. 29-4-1202, and the right of offer to purchase, as described in C.R.S. 29-4-1203, to BHA subject to BHA preserving or converting the qualified properties to long-term affordable housing as required by law.
 - 2.2. Notice of Assignment. In accordance with C.R.S. 29-4-1202(2)(f)(I) and C.R.S. 29-4-1203(2)(d), upon execution of this Agreement, Broomfield shall post a notice in a conspicuous location on its website indicating that Broomfield has assigned its right of first refusal and list BHA's name and contact information to receive notices required pursuant to state law. The notice posted will indicate that the assignment is valid through December 31, 2029.
 - 2.3. Other Actions. Broomfield shall take such other actions required by C.R.S. 29-4-1202 and 2-4-1203 to effectuate this assignment and otherwise comply with the laws relating to ROFR and ROFO.
3. BHA OBLIGATIONS.
 - 3.1. Assumption. In accordance with C.R.S. 29-4-1202(2)(f) and C.R.S. 29-4-1203(2)(d), BHA hereby assumes all liability of Broomfield with regard to the exercise of the ROFR and the ROFO and is responsible for performing all of the requirements pursuant to Part 12 to article 4 of title 29
 - 3.2. Other Actions. BHA shall take all actions required by C.R.S. 29-4-1202 and C.R.S. 29-4-1203 to effectuate this assignment and otherwise take all action required by the local government to comply with the laws relating to ROFR and ROFO.
4. NOTICE AND AUTHORIZED REPRESENTATIVES. All notices given hereunder shall be in writing, shall be hand delivered or sent by email, overnight courier or by certified or registered mail, return receipt requested, postage prepaid to the authorized representative identified below. Any such notice shall be deemed effective when the email is sent, or the notice is hand delivered, or one day after timely delivery to an overnight courier for next day delivery (as evidenced by a receipt from the overnight courier), or three days after notice is deposited with the U.S. Postal Service. The Parties may change its representative at any time by notice to the other Party. The Parties each designate an authorized representative as follows:

4.1. Broomfield designates the City and County Manager, Jennifer Hoffman, as the authorized representative of Broomfield under this Agreement. Email address is manager@broomfield.org.

4.2. BHA designates the Executive Director, Kristin Hyser, as the authorized representative of BHA under this Agreement. Email address is kyser@broomfieldhousingalliance.org.

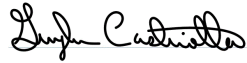
If BHA is alleging that Broomfield is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to citycountyattorney@broomfield.org.

5. NO THIRD-PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.
6. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.
7. SEVERABILITY. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances, or the validity or enforceability of the Agreement as a whole.
8. ASSIGNMENT. This Agreement shall not be assigned by any Party without the prior written consent of the other Parties.
9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action related to this Agreement shall lie in the District Court, Broomfield County, Colorado.
10. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

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This Intergovernmental Agreement is executed by the Parties hereto in their respective names as of the dates listed below.

CITY AND COUNTY OF BROOMFIELD,
a Colorado municipal corporation and county



Guyleen Castriotta, Mayor

Date: December 3, 2024



ATTEST:



City and County Clerk

APPROVED AS TO FORM:



City and County Attorney

HOUSING AUTHORITY OF THE CITY AND COUNTY
OF BROOMFIELD, COLORADO, a body corporate
and politic, doing business as Broomfield Housing
Alliance

By: 

Kristin Hyser, Executive Director

Date: December ___, 2024