

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
BRIGHTON AND THE BRIGHTON HOUSING AUTHORITY RELATING  
TO THE ASSIGNMENT OF THE CITY OF BRIGHTON'S RIGHT OF  
FIRST REFUSAL AND RIGHT OF FIRST OFFER TO PURCHASE  
MULTIFAMILY HOUSING**

**THIS INTERGOVERNMENTAL AGREEMENT** (this “**Agreement**”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2025 (the “**Effective Date**”) by and between the **CITY OF BRIGHTON**, a Colorado home rule municipality of the County of Adams, State of Colorado (the “**City**”), and the **HOUSING AUTHORITY OF THE CITY OF BRIGHTON, COLORADO**, a body corporate and politic created and existing under the Housing Authorities Law of the State of Colorado (the “**BHA**”). The City and the BHA may be collectively referred to herein as the “**Parties.**”

WHEREAS, the BHA is the housing authority for the City; and

WHEREAS, through HB 24-1175, the State legislature established a right of first refusal (“**ROFR**”) and a right of first offer (“**ROFO**”) for local governments to purchase certain multifamily housing properties as more particularly described in C.R.S. 29-4-1201 et. seq.; and

WHEREAS, under HB 24-1175, the owner of any multifamily residential or mixed-use rental property consisting of not less than five units of existing affordable housing must provide the local government who has jurisdiction over the property the right of first refusal to match an offer to purchase the property; and

WHEREAS, a local government additionally has the right of first offer to make an offer to purchase any multifamily residential or mixed-use rental property consisting of not more than one hundred units and not less than fifteen units and excluding existing affordable housing and mobile home parks; and

WHEREAS, pursuant to C.R.S. 29-4-1202(2)(f) and C.R.S. 29-4-1203(2)(d), at any time the local government may assign the ROFR and/or the ROFO 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 HB 24-1175 apply to the assignee; and

WHEREAS, the State legislature mandated that the ROFR and the ROFO terminate on December 31, 2029, and a local government or its assignee is not entitled to exercise either right after that date unless the local government or its assignee exercised the right before December 31, 2029 and the process has not concluded.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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. The City's Assignment of ROFR and ROFO.

2.1 Assignment. The City 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 the BHA subject to the BHA preserving or converting the qualified properties to long-term affordable housing as required by law. This assignment applies to all qualifying properties within the City's jurisdiction that trigger ROFR or ROFO rights under HB 24-1175 during the term of this Agreement. For purposes of this Agreement, 'long-term affordable housing' shall have the definition set forth in C.R.S. 29-4-1201, as may be amended from time to time.

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)(II)(A), upon execution of this Agreement, the City shall post a notice in a conspicuous location on its website indicating that the City has assigned its right of first refusal and list the 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. The City shall take such other actions required by C.R.S. 29-4-1202 and 29-4-1203 to effectuate this assignment and otherwise comply with the laws relating to ROFR and ROFO.

3. The BHA's Obligations.

3.1 Assumption. In accordance with C.R.S. 29-4-1202(2)(f) and C.R.S. 29-4-1203(2)(d), the BHA hereby assumes responsibility for compliance with ROFR and ROFO requirements from the Effective Date forward, and shall not be liable for any actions or omissions of the City occurring prior to the Effective Date and BHA shall perform all requirements pursuant to C.R.S. 29-4-1201 et. seq.

3.2 Other Actions. The 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. Email shall be the preferred method of notice unless a Party requests otherwise in writing. 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 The City designates the Affordable Housing Coordinator, Shawn Weiman, as the authorized representative of the City under this Agreement. Email address is sweiman@brightonco.gov. Notice shall also be sent to the City Attorney, Alicia Calderón. Email address is acalderon@brightonco.gov

4.2 The BHA designates the Executive Director, Debra Bristol, as the authorized representative of the BHA under this Agreement. Email address is dbristol@brightonhousing.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, Amendment and Termination/Withdrawal Rights.

This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended in writing and signed by the Parties. Either Party may terminate this Agreement upon 60 days' written notice if it determines, in good faith, that continued participation is infeasible due to legal, financial, or operational constraints.

7. Governmental Immunity.

Each Party acknowledges and agrees that both Parties are governmental entities of the State of Colorado whose liability in tort is at all times strictly limited and controlled by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as such may be amended from time to time, and that nothing herein is intended as a waiver of such immunity. Without waiving such immunity, each Party shall be solely responsible, to the extent authorized by law, for its own negligence and the negligence of its employees and agents acting within the scope of their authority under this Agreement.

8. Severability.

If any article, section, paragraph, sentence, clause or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.

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, Adams 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.

*[Signatures and acknowledgements on the following pages.]*

[Signature Page to Intergovernmental Agreement]

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

**BRIGHTON HOUSING AUTHORITY**

By: \_\_\_\_\_

Name: Debra Bristol

Title: Executive Director

STATE OF COLORADO        )  
  ) ss.  
COUNTY OF ADAMS\_\_\_\_  )

The foregoing instrument was acknowledged before me this \_\_\_\_\_day of December, 2025 by Debra Bristol as Executive Director of the Brighton Housing Authority.

WITNESS my hand and official seal:

Notary Public

My commission expires: \_\_\_\_\_

[Signature Page to Intergovernmental Agreement]

**CITY OF BRIGHTON, COLORADO**

By: Michael Martinez, City Manager

ATTEST:

Natalie Hoel, City Clerk

Approved as to Form:

James Gallagher, Assistant City Attorney