

Intergovernmental Agreement Staff Report

Date: January 28, 2026

To: Douglas County Board of County Commissioners

Through: Douglas J. DeBord, County Manager

From: Jennifer L. Eby, AICP, Director of Community Services

CC: Ryan J. Arthur, Community Programs Coordinator
Allison E. Cutting, Community Services Supervisor
Rand E. Clark, CCAP, NCRT, Assistant Director of Community Services
Arthur Griffith, Manager, Capital Improvement Projects
Zeke Lynch, Assistant Director of Public Works Engineering
Janet Herman, Director of Public Works

Subject: **Intergovernmental Agreement between the City of Lone Tree and Douglas County regarding cost sharing for Link On Demand, Douglas County Project Number CI 2023-042**

Board of County Commissioners' Business Meeting

February 10, 2026 @ 1:30 p.m.

I. EXECUTIVE SUMMARY

The request is for approval of an Intergovernmental Agreement (IGA) between the City of Lone Tree and Douglas County regarding cost sharing for Link On Demand (Link), Douglas County Project Number CI 2023-042. The IGA stipulates a County contribution of \$200,000 over the next two years to support the City of Lone Tree's operation of Link within the central service area including the City of Lone Tree and portions of unincorporated Douglas County in Meridian North and Meridian South.

II. REQUEST

Approval of an IGA between the City of Lone Tree and Douglas County regarding cost sharing for Link, Douglas County Project Number CI 2023-042.

III. BACKGROUND

In 2024 and 2025, Douglas County partnered with the City of Lone Tree, the Regional Transportation District (RTD), and the Denver South Transportation Management Association (TMA), dba Southeast Public Improvement Metropolitan District (SPIMD), to provide funding to enhance and expand the Link microtransit program that is operated by the City of Lone Tree. Douglas County contributed a total of \$144,000 of the \$2,812,000 that was needed to operate this transit program for those two years.

This partnership allowed public microtransit service along both sides of I-25, providing improved mobility for people who live, work, shop, play, and do business within the City of Lone Tree as well as in unincorporated Douglas County in Meridian North and Meridian South.

IV. DISCUSSION

Denver South TMA submitted an application to RTD, with support from Lone Tree and Douglas County, requesting additional funding to operate Link in 2026 and 2027. Project applications were evaluated by RTD and Lone Tree’s Link was selected to receive partial funding assistance from RTD for an additional two years. It is estimated service will cost \$2,966,000 in 2026 and 2027 for the City of Lone Tree to operate Link in the central service area. The IGA stipulates that Douglas County’s contribution toward this project over the next two years will be a total of \$200,000.

The proposed 2026-2027 contributions by various funding partners are as follows:

	Amount
Douglas County	\$ 200,000
Denver South TMA, SPIMD	\$ 504,000
City of Lone Tree	\$ 1,080,000
RTD	\$ 1,182,000
Total	\$ 2,966,000

Douglas County funds for this transit program are set aside in Fund 230, Business Unit 801015.468600. A new Purchase Order will be created with these funds.

V. RECOMMENDED ACTION

Staff recommends approval of an IGA between the City of Lone Tree and Douglas County regarding cost sharing for Link, Douglas County Project Number CI 2023-042.

<u>ATTACHMENTS</u>	<u>PAGE</u>
Lone Tree Intergovernmental Agreement	3

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF LONE TREE AND THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY REGARDING COST SHARING FOR THE LINK
ON DEMAND FREE TRANSIT PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, **2026**, (the “Effective Date”) by and between the City of Lone Tree, a Colorado home rule municipal corporation (the “City”), and the Board of County Commissioners of Douglas County, State of Colorado (the “County”), hereinafter collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, previously the Parties partnered with Denver South TMA to submit an RTD funding partnership application regarding sharing in the cost to enhance and expand the Link on Demand Free Transit Program, (the “Program”), which the City and its contractor currently operates; and

WHEREAS, the City extended the transit service area beyond the municipal boundaries of the City of Lone Tree to include the Meridian North and Meridian South developments located within unincorporated Douglas County for calendar years 2025 and 2026; and

WHEREAS, the Parties currently desire to continue this partnership with Denver South TMA and RTD to provide transit through the Program for fiscal year 2026 and 2027 and to share in the costs to operate the Program; and

WHEREAS, as part of a more recent funding application to RTD, the County indicated a willingness to voluntarily contribute One Hundred Thousand Dollars and No Cents (\$100,000.00) to the City for calendar year 2026, and contribute One Hundred Thousand Dollars and No Cents (\$100,000.00) for calendar year 2027, representing a total County contribution of Two Hundred Thousand (\$200,000.00) which represents less than seven percent of the cost to operate the Program for fiscal year 2026 and 2027; and

WHEREAS, the City and Denver South TMA, d/b/a Southeast Public Improvement Metropolitan District, (SPIMD), and SPIMD and RTD are planning to enter into separate intergovernmental agreements concerning funding to operate the Program for fiscal year 2026 and 2027; and

WHEREAS, the two-year cost for operating the Program in 2026 and 2027 is estimated to cost Two Million Nine Hundred Sixty-Six Thousand Dollars and No Cents (\$2,966,000.00); and the proposed funding partners and their contributions are as follows: \$1,182,400.00 (39.86%) from RTD, \$1,080,000 (36.41%) from the City, \$504,000 (16.99%) from SPIMD and \$200,000 (6.74%) from Douglas County; and

WHEREAS, the operational limits of the Program are depicted in **Exhibit A**, attached hereto, and incorporated herein, which includes the entirety of the City of Lone Tree and Meridian North and Meridian South; and

WHEREAS, the proposed Agreement will allow the Program to provide transit service into Meridian beginning in January 2026 and ending in December 2027; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

1. City Responsibilities and Contribution for the Program.

The City is responsible for managing all operations and management activities associated with the Program. The City's responsibilities include but are not limited to the following: maintaining service contracts, overseeing all operations, determining service needs and monitoring all weather conditions that could negatively impact transit services, managing the contractor(s) and consultants that provide the City with transit services.

The City is responsible for securing all the necessary funding for the Program in excess of the County Contribution (as defined below).

The City is responsible for owning (when applicable), operating, and maintaining all the improvements associated with the Program, including any advertising, media relations and signage associated with the Program.

Upon a written request from the County, the City agrees to provide the County with copies of applicable Program documentation, including but not limited to the ridership data and statistics associated with measuring Program performance.

The City is responsible for invoicing the County as discussed below in Section 2, County Responsibilities and Contribution for the Program.

2. County Responsibilities and Contribution for the Program.

The County Contribution shall be utilized solely to fund direct expenses that are incurred for the operation of the Program, which include, but are not limited to, payments to contractor(s) and consultants providing the City with professional transit services. County has no financial responsibility for owning, operating, or maintaining the Program.

The County agrees to pay the City Two Hundred Thousand Dollars and No Cents (\$200,000.00) (the "County Contribution"), specifically, a One Hundred Thousand Dollars and No Cents (\$100,000.00) contribution to the City to operate the Program for calendar year 2026, and One Hundred Thousand Dollars and No Cents (\$100,000.00) to the City to operate the Program for calendar year 2027. In no event will the County be liable to pay the City any amount more than the County Contribution, including for any unforeseen Program related costs or claims.

The County Contribution for operating the Program in 2026 is due to the City within thirty (30) days of the date that the City invoices and notifies the County that the City has commenced

the Program for 2026. The start date for operating the Program in 2026 is currently anticipated to occur on **January 2, 2026**.

The County Contribution for operating the Program in 2027 is due to the City on or before **December 31, 2026**, provided the County receives an invoice from the City on or before **November 15, 2026** and the City notifies the County of its plans to begin operating the Program for 2027 on or before **February 15, 2027**.

3. Term and Time of Performance. This Agreement shall commence upon the Effective Date and shall continue until completion of the Program ends in December 2027. If the City does not begin operating the Program for 2026 before **April 1, 2026**, and unless an extension is agreed to in writing by both Parties prior to **March 31, 2026**, then the County may terminate this Agreement, and the City shall refund the County its contribution.

If the City fails to begin operating the Program for 2027 before **March 31, 2027** then upon written request from the County, the City shall refund the County its contribution for operating the Program in 2027.

4. Remedies. The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available.

5. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

City of Lone Tree: City of Lone Tree
9220 Kimmer Drive Suite 100
Lone Tree, Colorado 80124
Attn: Seth Hoffman, City Manager

With electronic copy sent to: Seth.Hoffman@cityoflonetree.com

Douglas County: Douglas County
Attn: Director of Public Works
100 Third Street
Castle Rock, Colorado 80104

With electronic copy sent to: attorney@douglas.co.us

6. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of the City and the County contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

7. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Parties, their commissioners, officials, officers, directors, agents and employees, are

relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

8. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

9. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

10. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

11. No Third-Party Beneficiaries. 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, 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. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

12. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

13. Recitals. The Recitals to this Agreement are incorporated herein by this reference.

14. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

[Remainder of page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

CITY OF LONE TREE, COLORADO

Signed by:
Marissa Harmon

7A18B4978A1F4A1...
Marissa Harmon, Mayor

ATTEST:

Signed by:
Ahnjoulie DeBoyes

3B6ACE910FE949C...
Ahnjoulie DeBoyes, City Clerk

APPROVED AS TO FORM:

Signed by:
Linda Michow

32766553EABE42C...
Linda Michow, City Attorney

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

_____, Chair

ATTEST:

_____,
Clerk to the Board

APPROVED AS TO CONTENT:

Douglas J. DeBord, County Manager

APPROVED AS TO FORM: APPROVED AS TO FISCAL CONTENT:

Chris Pratt, Senior County Attorney

Christie Guthrie, Director of Finance

Exhibit A

Link on Demand Expanded Service Area

