

# Intergovernmental Agreement Staff Report

**Date:** March 10, 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  
Zeke Lynch, Assistant Director of Public Works Engineering  
Janet Herman, Director of Public Works

**Subject:** **Intergovernmental Agreement between the Town of Parker and Douglas County regarding cost sharing to establish the Link On Demand Parker pilot program**

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**Board of County Commissioners' Business Meeting**

**March 24, 2026 @ 1:30 p.m.**

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## **I. EXECUTIVE SUMMARY**

The request is for approval by the Board of County Commissioners (BCC) of an Intergovernmental Agreement (IGA) between the Town of Parker and Douglas County regarding cost sharing to establish the Link On Demand (Link) Parker pilot program. The Town of Parker has agreed to commit \$250,000 to operate Link in select portions of Parker.

## **II. REQUEST**

Approval of an IGA between the Town of Parker and Douglas County regarding cost sharing to establish the Link Parker pilot program.

## **III. BACKGROUND**

In 2025, Douglas County expanded the City of Lone Tree's Link program into Highlands Ranch in response to recommendations made in Douglas County's Integrated Transit and Multimodal Study (Study). The next phase of the Study's recommendations include expansion into other areas of Douglas County, including Meridian, Stonegate and select portions of the Town of Parker.

## **IV. DISCUSSION**

The Town of Parker has agreed to a \$250,000 contribution towards this project. This represents a 20% shared investment with the County of the \$1,200,000 to operate Link within their jurisdiction. The Pilot covers the most densely populated areas of Parker and aligns with the Study's recommendations. The proposed IGA will facilitate a partnership between Douglas County and the Town of Parker through cost sharing and joint operational oversight.

The proposed contributions are as follows:

	Amount
Douglas County	\$ 950,000
Town of Parker	\$ 250,000
<b>Total</b>	<b>\$ 1,200,000</b>

Douglas County’s contribution is comprised of Road and Bridge Sales and Use Tax revenues and State, Federal, and other grant funding.

**V. RECOMMENDED ACTION**

Staff recommends approval of an IGA between the Town of Parker and Douglas County regarding cost sharing to establish the Link Parker pilot program.

<b>ATTACHMENTS</b>	<b>PAGE</b>
<hr/>	
Parker Intergovernmental Agreement .....	3

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY  
COMMISSIONERS OF DOUGLAS COUNTY AND THE TOWN OF PARKER  
REGARDING COST SHARING TO ESTABLISH THE LINK ON DEMAND  
MICROTRANSIT PILOT PROGRAM**

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

**RECITALS**

WHEREAS, the County is acting on recommendations made from its Integrated Transit and Multimodal Study (the “Study”) for enhancements to the transit and multimodal transportation network throughout Douglas County; and

WHEREAS, the County is undertaking activities for microtransit services in Douglas County as recommended by the Study; and

WHEREAS, the County has established the Link on Demand microtransit service into the Highlands Ranch Metropolitan District in 2025 as the Study recommended; and

WHEREAS, the Town of Parker was identified in the Study to have expanded microtransit services during the initial phases of transit implementation; and

WHEREAS, the County requested the Town to partner on the expansion of microtransit services as recommended by the Study; and

WHEREAS, the proposed Targeted Zone for the Town of Parker identified in the Study will define the initial microtransit service zone for the Town; and

WHEREAS, the County will include the Grand View Estates, Meridian Village, Sierra Ridge, Stepping Stone, and Stonegate developments within the unincorporated Douglas County microtransit service area; and

WHEREAS, the combined areas for the Town of Parker and unincorporated Douglas County aforementioned, will comprise the zone for expanded microtransit services; and

WHEREAS, the Town and the County have agreed to share in the cost to enhance and expand the Link on Demand pilot program over a period of two (2) years, (the “Pilot”); and

WHEREAS, the Parties agreed to share in the cost to operate the initial year of the Pilot as part of the Funding Partnership, and the Town will contribute a total of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) (“Town Contribution”) to the County for one year; and

WHEREAS, the one-year cost for the enhancement and expansion of transit is associated with the Pilot and is estimated to cost One Million Six Hundred Thousand Dollars and Zero Cents (\$1,600,000.00); and

WHEREAS, the Pilot is currently planned to commence in 2026 and provide microtransit services to the general public for operate for twelve (12) months; and

WHEREAS, the operational limits of the Pilot are depicted in **Exhibit A**, attached hereto, and incorporated herein, which includes the proposed Targeted Zone for the Town of Parker and the Grand View Estates, Meridian Village, Sierra Ridge, Stepping Stone, and Stonegate; 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. County Responsibilities and Contribution for the Pilot.

The County shall enter into a contract for service with the selected vendor to implement and operate microtransit services for an initial term of at least twelve (12) months, with an option to extend services for the remainder of the Pilot.

The County is responsible for managing all operations and management activities associated with the Pilot. The County's responsibilities include but are not limited to the following: procurement, 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 County with transit services.

The Pilot will provide microtransit services available to the general public from 7 AM to 7 PM from Monday through Thursday, 7 AM to 10 PM on Friday, and 10 AM to 10 PM on Saturday, with no service on Sunday. A third-party vendor will operate the service daily, provide an information call center, conduct maintenance on the fleet, and make service adjustments in response to Pilot partner input. Pilot partners will collaborate to make operational decisions in response to conditions that would impact the service for riders within the Pilot boundary.

The County is responsible for securing all the necessary funding for the Pilot in excess of the Town Contribution.

The County is responsible for coordinating with the Town on owning, operating, and maintaining all the improvements associated with the Pilot, including any advertising, media relations and signage associated with the Pilot.

The County will collaborate with the Town on meeting key performance benchmarks of the Pilot. Target performance measurements, six months since the launch

of service, include wait times under 20 minutes on average, 2.5 - 3.0 rides per vehicle hour, trip completion times under 20 minutes on average, and an optimal number of vehicles during peak hours.

2. Town Responsibilities and Contribution for the Pilot.

The Town agrees to pay the County Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) to the County for the one-year service agreement. In no event will the Town be liable to pay the County any amount more than the Town Contribution, including for any unforeseen Pilot related costs or claims.

The Town Contribution for the Pilot is due to the County within thirty (30) days of the date that the County notifies the Town that the County has commenced the enhancement and expansion of the Pilot.

The Town Contribution shall be applied to the cost to operate the Pilot. The Contribution shall be utilized solely to fund direct expenses that are incurred for the operation of the Pilot, which include, but are not limited to, payments to contractor(s) and consultants providing the County with professional transit services.

The Town shall have no financial responsibility for owning, operating, or maintaining the Pilot.

The Town will fully cooperate with the County on marketing, media messaging, promotions, designs, operational meetings, service improvements, performance reporting, and incident reporting. The Town will be a part of the Project Team and shall be included in all collaborative decisions with the County that affect service within the Targeted Zone, with no decisions being made that affect the Pilot without prior approval from Town staff or leadership. The Town may select up to three staff who shall have access to the vendor's online operations center data portal for the purposes of collecting and reporting data from the Pilot.

3. Term and Time of Performance.

This Agreement shall commence upon the Effective Date and shall continue until completion of the initial year of the Pilot. If the County does not implement the Pilot before **July 31, 2026**, and unless an extension is agreed to in writing by both Parties prior to **July 15, 2026**, then the Town may terminate this Agreement and the County shall refund the Town Contribution to the Town.

The Parties acknowledge that the Pilot is intended to be two (2) years in duration. Therefore, the Parties shall have the option to extend this Agreement for one (1) additional one (1)-year term by mutual agreement, provided that adequate funding is available for an extension. The Parties shall memorialize this extension, including any changes in funding obligations, responsibilities, or program changes, in an amendment to this Agreement.

4. Remedies. The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies in law or in equity, 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.

Town of Parker:       Town of Parker  
                                  Attn: Michelle Kivela, Town Manager  
                                  20120 E Mainstreet  
                                  Parker, Colorado 80138

With electronic copy sent to: [mkivela@parkerco.gov](mailto:mkivela@parkerco.gov)  
[contracts@parkerco.gov](mailto:contracts@parkerco.gov)

Douglas County:       Douglas County  
                                  Attn: Director of Community Services  
                                  100 Third Street  
                                  Castle Rock, Colorado 80104

With electronic copy sent to: [attorney@douglas.co.us](mailto:attorney@douglas.co.us)

6. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Town 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. Amendments. The Town may propose amendments to this Agreement as necessary to reflect changes in operational needs, funding availability, or other material circumstances. Any such amendment shall be effective only upon mutual written agreement of both Parties, duly authorized and executed by their respective governing bodies.

10. 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.

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

12. 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.

13. Severability. In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

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

15. 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.

**TOWN OF PARKER, COLORADO**

\_\_\_\_\_  
Joshua Rivero, Mayor

**ATTEST:**

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jamie Wynn, Town Attorney

**BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**

\_\_\_\_\_  
George Teal, Chair

**ATTEST:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Douglas J. DeBord, County Manager

**APPROVED AS TO FORM:**

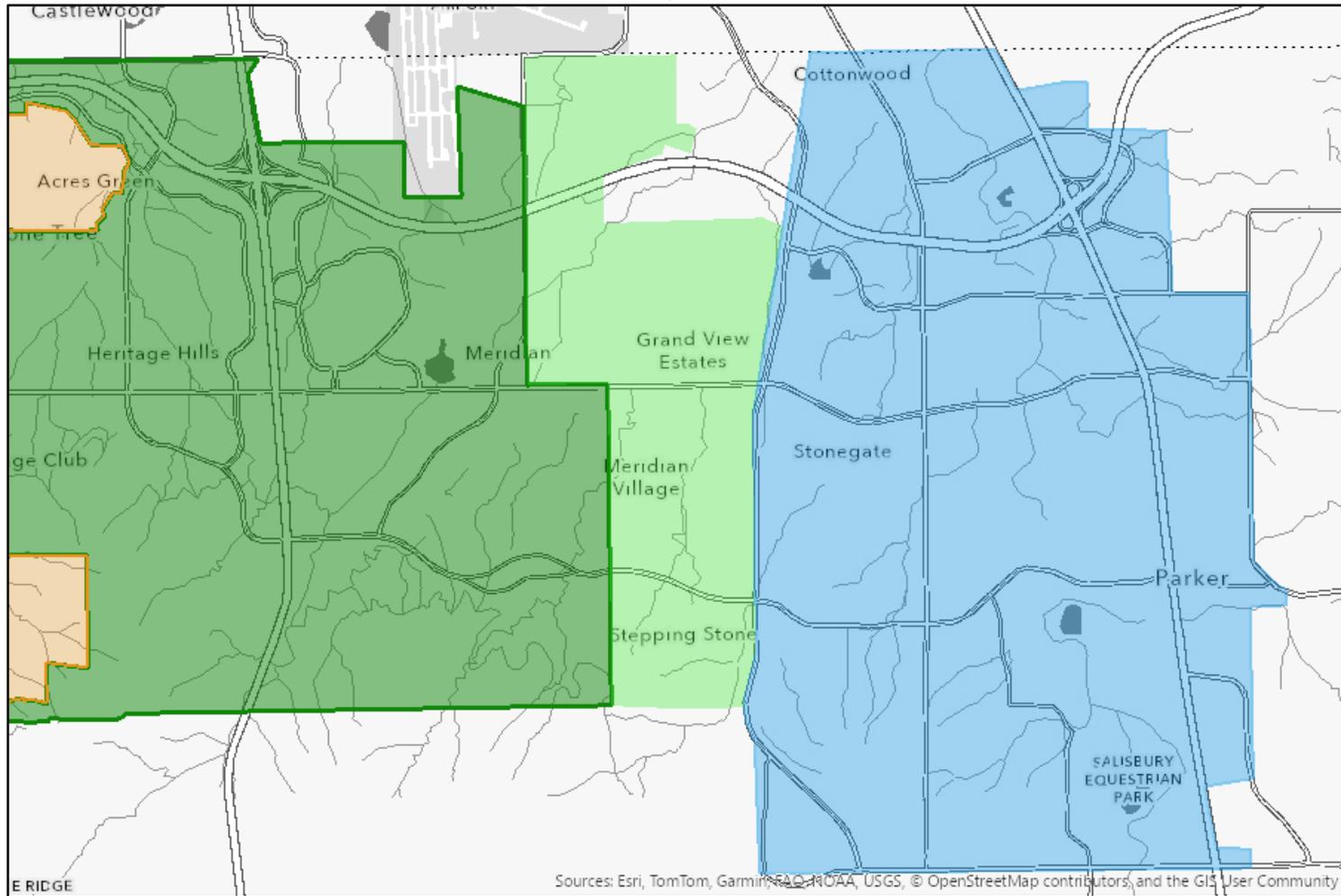
**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
Arielle J. Denis,  
Assistant County Attorney

\_\_\_\_\_  
Christie Guthrie, Assistant Director of Finance

## Exhibit A

### Link on Demand Expanded Service Area



### Legend

- Highlands Ranch Service Zone
- Lone Tree Service Zone
- Green Mile Service Zone
- Parker Service Zone