RESOLUTION NO. 2026-16
OF THE FRONT RANGE PASSENGER RAIL DISTRICT
AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR COMMUNICATIONS SERVICES WITH GREENLIGHT STRATEGY

WHEREAS, pursuant to Section 32-22-101, *et seq*., C.R.S. (the "Act"), the Front Range Passenger Rail District (the "District" or "FRPRD") was established as a body politic and corporate and a political subdivision of the state to research, develop, construct, operate, and maintain an interconnected passenger rail system within the front range that is competitive in terms of travel time for comparable trips with other modes of surface transportation; and

WHEREAS, except as otherwise specifically provided, the Board of Directors of the District (the "Board") exercises and performs all powers, privileges, and duties vested in or imposed upon the District in the Act; and

WHEREAS, Section 32-22-105(2)(g)-(h), C.R.S., authorizes the Board to appoint, hire, and retain professional consultants, and to prescribe methods for the performance or furnishing of labor, materials, or supplies that may be required to carry out the purposes of the Act; and

WHEREAS, the District has adopted a comprehensive Ballot Access Plan outlining the technical, planning, research, legislative, financial, and public-engagement work required to prepare for a potential 2026 ballot referral; and

WHEREAS, successful execution of the Ballot Access Plan requires coordinated, region-wide coalition outreach across multiple stakeholder sectors and station communities; and

WHEREAS, pursuant Section VII of the District's *Procurement and Purchasing Policy for Goods and Services*, the District solicited bids for a media agency to provide a comprehensive communications strategy in support of the District's Ballot Access Plan as further described in the Scope of Work to the contract attached as **Exhibit A**; and

WHEREAS, based on the solicitation, the General Manager and District staff has determined that Greenlight Strategy LLC ("Greenlight") possesses the qualifications, specialized expertise, and demonstrated experience to provide the media and communications services described in the Scope of Services to the contract; and

WHEREAS, Greenlight has proposed a total project fee of $1,500,000 based on the payment structure described in Section 3 and Exhibit A of the contract; and

WHEREAS, pursuant to the District's *Procurement and Purchasing Policy for Goods and Services* the Board's Finance Committee must authorize a District contract of more than $20,000 and refer it to the Board for approval; and

WHEREAS, the contract scope and compensation are consistent with the budget previously presented to and reviewed by the Board; and

WHEREAS, the Finance Committee has reviewed the proposed scope and cost and recommends authorizing the General Manager to negotiate and execute a contract with Greenlight; and

WHEREAS, the Board now desires to authorize the General Manager to negotiate and execute a contract in the form provided in Exhibit A with Greenlight pursuant to the proposed scope and price.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District that:

1. The Board hereby authorizes the General Manager to negotiate and execute a services contract in the form provided in Exhibit A with Greenlight to provide a comprehensive communications strategy in support of the District's Ballot Access Plan with such changes as approved by the District's general counsel.
2. The compensation under the services contract shall not exceed the amounts provided for in Section 3 and Exhibit A of the contract.

APPROVED this 29th day of May 2026.

Chair

ATTEST:

Joan Peck

Secretary

Exhibit A

Contract with Greenlight Strategy LLC

[*See attached*]

FRPR FRONT RANGE PASSENGER RAIL

CONTRACT FOR SERVICES

This Contract for Services (the "Contract"), made and entered into as of the Effective Date, by and between the Front Range Passenger Rail District, a body politic and corporate and a political subdivision of the state of Colorado (hereinafter referred to as the "District"), acting by order of and through its Board of Directors (hereinafter referred to as "Board"), and Greenlight Strategy LLC, a limited liability company organized under the laws of the State of Colorado (hereinafter referred to as "Consultant" and, together with the District, collectively the "Parties" and individually each a "Party").

RECITALS

WHEREAS, pursuant to Section 32-22-101, *et seq.*, C.R.S. (the "Act"), the District was established to research, develop, construct, operate, and maintain an interconnected passenger rail system within the front range that is competitive in terms of travel time for comparable trips with other modes of surface transportation; and

WHEREAS, except as otherwise specifically provided, the Board of Directors of the District (the "Board") exercises and performs all powers, privileges, and duties vested in or imposed upon the District in the Act; and

WHEREAS, pursuant to Section 32-22-105(2)(g)-(h), C.R.S., the Board is further authorized to appoint, hire, and retain professional consultants; to prescribe methods for the letting of contracts for labor, materials, or supplies; and to prescribe methods for the performance or furnishing of labor, materials, or supplies that may be required to carry out the purposes of the Act.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Consultant and the District hereby agree as follows:

TERMS AND CONDITIONS

1. Scope of Services

a. The Consultant shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services") in a professional manner, using the degree of skill and knowledge customarily employed by other professionals performing similar services.

b. Exhibit A may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Contract and terms set forth in Exhibit A, the terms in the body of this Contract shall govern. Consultant shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Contract (including Exhibit A) or through other authorization expressly delegated to or authorized by the District through its Board.

2. Period of Services and Termination

a. The period for providing the Services and deliverables under this Contract shall commence on June 1, 2026 (the "Effective Date") and continue through August 15, 2026.

b. The District may suspend or pause the Services, in whole or in part, at any time if sufficient funding is not secured or appropriated to support continuation of the Services. In such event, the District shall provide written notice to Consultant of such suspension. Consultant shall cease work upon receipt of such notice and promptly provide an invoice for all Services provided prior to suspension of the Services. The District will compensate Consultant for all Services provided prior to notice being given of the suspension of Services, including any funds expended in pursuit of the Services that are not refundable such as non-refundable deposits.

c. Either Party shall have the right to terminate this Contract at any time, with or without cause, by providing written notice of termination to the other Party and effective upon the date of such notice. Upon termination, Consultant shall provide an invoice for all Services provided as of the date of such notice, and the District will compensate Consultant for all Services provided through the date of such notice.

3. Compensation

a. The District will pay Consultant in the amount and manner set forth in Exhibit A with aggregate Consultant fees not to exceed amount of $210,000, and a total Contract not to exceed amount, including media buys, of $1,500,000. These sums shall compensate Consultant for the performance of all the Services, excepting any additional Services requested in accordance with Section 5 of this Contract.

b. It is expressly understood and agreed that Consultant will perform all ancillary, collateral, and incidental work required to complete the Services in accordance with this Contract and all applicable law, including work for which no specific proposal item(s) is included, and/or including work which is required to furnish final, finished, and detailed Services consistent with and fulfilling the requirements of the Contract. All such incidental work will not be considered extra work for which additional compensation can be claimed by Consultant. Notwithstanding the foregoing, Consultant shall not be required to perform any services that are out-of-scope unless such scope and compensation for such Services have been approved in writing as provided for in this Contract.

4. Payment and Invoicing

a. Unless otherwise provided for in Exhibit A, payment shall be made within 30 days following the receipt of an invoice by the District ("Due Date"), provided that the District receives such invoice before the regular monthly draw date (which date is the 15th day of each month unless Consultant receives written notice from the District of any change to that date). Consultant shall submit invoices each month to frontrangeprd@bill.com, with a copy to procurement@frprdistrict.com.

b. If the District objects to any invoice submitted by Consultant, the District shall so advise Consultant in writing giving reasons therefor. If any invoice submitted by Consultant is disputed by the District, only that portion so disputed may be withheld from payment, and the remainder shall be payable within the timeframe set forth in this Section 4.

c. Any Consultant travel will be pre-approved by the District and will be separately invoiced for reimbursement within 30 days of associated travel.

d. The District may pay the Consultant through various funding forms, including through a grant from the Colorado Department of Local Affairs ("DOLA Grant"). If the District chooses to pay the Consultant with funds from a DOLA Grant, such funds are provided to the District via a reimbursement process. The Consultant shall comply with all requirements of such reimbursement process, including performing DOLA Grant-reimbursed Services under a separate Task Order(s) as described in Section 5.

e. Consultant agrees to pay each subconsultant under this Contract, and require the same of its subconsultants, not later than seven (7) days after receipt of each payment, the respective amounts allowed the Consultant on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein.

5. Additional Services by Task Order

Any additional Services to be provided by Consultant not set forth in Exhibit A will only be performed pursuant to written directives from the District to the Consultant (each, a "Task Order"), which provide a detailed description of either the specific additional Services or tasks to be performed, the personnel to be assigned, the time frame for the subject Services to be performed, and the amount Consultant will be compensated for such additional Services, together with such other terms and conditions as the District may require. Task Orders will be effective only if in writing and signed by the District and Consultant. Any Task Order so executed shall constitute an amendment pursuant to Section 14 of this Contract.

6. Withholding

The District may retain, out of any payment otherwise due to Consultant under this Contract and any Task Order, an amount sufficient to satisfy any amount due and owing to the District from Consultant under this Contract and any Task Order, including in connection with indemnification. Prior to withholding any amounts in dispute, the District will use reasonable efforts to provide Consultant with a notice indicating the specific amounts the District intends to withhold and the reasons and contractual basis for the withholding.

7. Annual Appropriation

Notwithstanding anything to the contrary contained in this Contract, the District shall have no obligations under this Contract after, nor shall any payments be made to Consultant in respect of any period after December 31 of any year, without an appropriation therefor by the District in accordance with a budget adopted by the Board in compliance with the Local Government Budget Law (Section 29-1-101, *et seq.*, C.R.S.) and Article X, Section 20 of the Colorado Constitution ("TABOR").

8. Standards for Performance of Services

a. Consultant agrees to perform all Services in strict compliance with the Contract, all applicable law and regulations, and the Standard of Care, for which purposes:

(i) the "Standard of Care" refers to the generally accepted professional standards of a member of the same profession providing professional services in the United States of America of the type, scope, quality, and complexity described in the Contract; and

(ii) the obligation to comply with law will include compliance with all applicable local, State, and Federal laws, rules and regulations, of any and all State and Federal agencies that may have jurisdiction over, or be concerned with, the Services.

b. Further, and without in any way limiting the obligations set forth above, Consultant agrees to cooperate fully with the District in its efforts to comply with the Americans With Disabilities Act of 1990 and any amendments thereto, or successor statutes. Should Consultant fail to comply with this Section, then the District will have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Consultant will then be required to reimburse the District, or the District will exercise its right to withhold from a future payment due and owing to Consultant the actual cost of achieving compliance.

c. Consultant will provide for quality control and quality assurance of the Services, including to verify compliance of such Services with all Contract terms and conditions and to cause the rectification of any noncompliance with the same.

d. Consultant will be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the obligations under this section.

e. Consultant will work with the District in resolving any conflicting legal authorities and/or Contract requirements, provided that to the extent resolution of conflicts is not possible, the District's determination, which shall be subject to reasonableness in light of the applicable Standard of Care, will be final and binding.

9. Personnel

a. Consultant will ensure that all Services will be performed and, as applicable, supervised by personnel who are professionally and technically qualified to, who are authorized under state and local law to, and who hold all necessary registrations, permits, approvals, and licenses to, perform or supervise the relevant part Services pursuant to this Contract.

b. Subject to compliance with law, the District reserves the right to request Consultant to remove from the work any personnel for any reason given in writing, which removal will be required if the District determines, in its good faith discretion, that any Person engaged by or acting on behalf of a Consultant is engaged in conduct unbecoming an employee or contractor of the District, which may include but is not limited to a determination by the District that the person identified is not qualified to fulfill the responsibilities of their appointed Key Personnel position, poses a potential risk to the health, safety, or security threat of any person, the environment, the community or property, or is acting or threatening to act in a violent, harassing, discriminatory or illegal manner.

c. Upon such notice, Consultant will promptly remove and replace, or ensure the removal and replacement, of such person.

10. Insurance

a. Consultant shall carry and maintain (unless otherwise specified) during the term of this Contract:

(i) commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability, with minimum limits of $1,000,000 (each occurrence), $1,000,000 (general aggregate), $1,000,000 (products and completed operations aggregate), and $50,000 (any one fire); and

(ii) workers' compensation insurance as required by Colorado law, during the term of this Contract.

b. Consultant and its employees will not operate any automobiles (whether owned, non-owned, or hired) in the performance of the Services under this Contract. Prior to operating any automobiles in the performance of Services, Consultant shall be required to provide evidence of business automobile liability insurance with a minimum limit of $1,000,000 each accident (combined single limit).

c. The District and the State of Colorado shall be named as additional insured on all commercial general liability policies.

d. Consultant's coverages shall be primary over any insurance or self-insurance program carried by District or the State of Colorado.

e. Consultant's insurance policies shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against District or the State of Colorado, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

f. Consultant shall provide the District certificates evidencing the insurance coverage required in this Contract within 7 business days following the Effective Date.

g. No later than 15 days before the expiration date of any coverage, Consultant shall deliver to the District certificates of insurance evidencing renewals of coverage.

11. Indemnification

Consultant shall defend, release, indemnify, save, and hold harmless the District, its officers, agents, and employees from and against and all claims, demands, suits, actions, liabilities, costs, expenses, causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, arising out of the acts or omissions of Consultant in its performance under this Contract. This Section 11 shall survive termination of this Contract. Consultant shall not be liable to the District for any consequential damages resulting in any way from the performance of the Services.

12. Waiver of Consequential Damages

a. Neither Party will be liable to the other for any punitive, indirect, incidental, consequential, or special damages of any nature, whether arising out of a breach of this Contract, tort (including negligence), or other legal theory of liability, including loss of

bonding capacity, loss of bidding, loss of business or contracting opportunities, or other impact costs.

b. The limitation set out above will not apply to:

(i) any amounts expressly payable pursuant to this Contract;

(ii) Consultant's liability for claims and/or loss that are in respect of death or personal injury and amounts payable by Consultant under an indemnity pursuant to this Contract for third-party claims; and

(iii) any Party's liability for loss arising out of fraud, willful misconduct, criminal conduct, recklessness, bad faith, or gross negligence on the part of the relevant Party.

13. Relationship of the Parties; Subcontracting

a. This is a non-exclusive Contract and the District is only obligated to Consultant for the scope of Services and the amount of Consultant's compensation for same authorized within the Contract and any Task Order. Consultant shall cooperate fully and in all respects with other consultants and contractors of the District.

b. Consultant shall perform under this Contract as an independent contractor and it is not intended, nor shall it be construed, that Consultant or any employee or subcontractor to Consultant, is an employee, partner, or joint venture of the District for any purpose whatsoever.

c. Consultant will direct, coordinate, and control the activities of all subconsultants with respect to the Services. The subcontracting, including through arrangements with subconsultants, of all or any part of the Services by Consultant will not relieve Consultant from any of the obligations or conditions of this Contract. Nothing contained in the Contract will create any contractual relationship between the District and any subconsultant.

14. Project Records and Inspections

a. Consultant will create, maintain, and retain full and complete "Records", including, but not limited to, books, documents, accounting procedures and practices, and other data, papers, databases, files, and other documentation of information, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, relating to Services and the Consultant's performance of its obligations under the Contract and each subconsultant's performance under any subcontract to which it is a party. Such records will be maintained until at least four (4) years following the end of the term or if later, following the latest of final payment on, final termination settlement of, or final dispute resolution of, this Contract.

b. In addition, Consultant will use an electronic document management system approved or provided by the District in its discretion for such project records.

c. Consultant will provide the District and any other governmental authority with jurisdiction, and any of each of their duly authorized representatives, with reasonable access to all project records at location(s) in the District during normal business hours (and, upon reasonable request, at times outside normal business hours) and to the extent

possible on a 24/7 basis through remote access, for any lawful or contractually permitted purpose including audits, examinations, and transcriptions.

15. Work Product; Open Records; Confidentiality

a. All Work Product (as hereinafter defined) originated and prepared by Consultant or is subconsultants of any tier under this Contract will be and remain the property of the District for its use in any manner it deems appropriate; provided, however, that any use unintended under this Contract, or modification or alteration of the Work Product without the direct involvement of the Consultant will be without liability to Consultant.

b. "Work Product" are all works, tangible or not, created by Consultant and/or its subconsultant(s) for the District as part of the Services including, without limitation, documents, deliverables, material, data, reports, analysis, studies, surveys, modeling files, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property therein, but excluding notices and correspondence to the extent such do not themselves constitute or include the foregoing.

c. To the extent applicable under the U.S. Copyright Act or otherwise, all Work Product created by Consultant under this Contract are work-made-for-hire created for the sole benefit and ownership of the District in which Consultant transfers any ownership rights and claims to the District upon creation. Consultant hereby assigns, and agrees to assign to the District, all goodwill, copyrights, and trademarks in all Work Product originated and prepared by Consultant and/or its Subconsultant(s) pursuant to the Contract. Consultant further agrees to execute any documents necessary for the District to perfect, memorialize, or record the District's ownership of rights provided herein.

d. The Parties acknowledge that the Records under and related to this Contract may be subject to the Colorado Open Records Act, Section 24-72-201, *et seq.*, C.R.S. In the event of a request to the District for disclosure of information identified by Consultant as Consultant's "Confidential Commercial and/or Financial Information," the District shall advise Consultant of such request to give Consultant the opportunity to object to the disclosure of such information. In the event of the filing of a lawsuit to compel such disclosure, the District shall tender all such material to the court for judicial determination of the issue of disclosure and Consultant agrees to intervene in such lawsuit to protect and assert Consultant's claims of confidentiality against disclosure of such material. Consultant further agrees to defend, indemnify, save, and hold harmless the District, its officers, agents, and employees, from any claim, damages, expense, loss, or costs arising out of Consultant's intervention to protect and assert Consultant's claims of confidentiality against disclosure under this Section 15 including, without limitation, prompt reimbursement to the District of all reasonable attorneys' fees, costs, and direct damages that the District may incur directly or may be ordered to pay by such court.

e. Except as authorized in writing by the District, Consultant must not issue any publicity news releases or grant press interviews, and except as may be required by law during or

after the performance of this Contract, disseminate any information regarding its Services or the tasks to which the Services pertain.

16. No Discrimination in Employment

This Contract is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Consultant agrees that it will not discriminate in its employment practices in violation of any such applicable law or executive order. Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. Consultant agrees to insert the foregoing provision in all subcontracts hereunder.

17. Conflict of Interest

The Parties agree that no official, officer, or employee of the District shall have any personal or beneficial interest whatsoever in the services or property described herein and Consultant further agrees not to hire or contract for services with any official, officer, or employee of the District or with any other person which would be in violation of Sections 18-8-308 and 24-18-101, *et seq.,* C.R.S.

18. Amendments

No changes, amendments, modifications, cancellation, or waiver of this Contract or any Task Order, including with respect to the Services, or any part thereof, will be valid unless in writing and signed by the authorized representatives of the Parties hereto, or their respective successors and assigns.

19. Time of Essence

Time is of the essence with respect to this Contract. Notwithstanding the foregoing, Consultant agrees to exercise diligence in the performance of its Services consistent with the agreed upon project schedule, subject to the exercise of the generally accepted Standard of Care for performance of such Services. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's Services is impaired, then the time for completion of Consultant's Services shall be adjusted equitably.

20. Counterparts

This Contract may be executed electronically and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

21. Successors and Assigns

This Contract shall be binding on the District and Consultant and their respective successors and permitted assigns, provided Consultant shall have no right to assign this Contract without the express written consent of the District.

22. Limitations on Third Party Beneficiaries

The parties agree that this Contract is solely for the benefit of the Parties and, nothing herein is intended to create any third-party beneficiary rights for third parties.

23. Disputes

In the event of a dispute between the parties, arising out of or related to this Contract, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute through good faith negotiations, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such efforts fail to resolve the dispute, either party may bring a cause of action in accordance with the terms of this Contract, including Section 25.

24. Survival

The following provisions of this Contract will survive the expiration or earlier termination of this Contract:

a. Consultant obligations regarding insurance in Section 10;

b. Section 11 regarding indemnification;

c. Consultant obligations regarding retention of project records in Section 14;

d. Section 15 regarding work product;

e. Section 23 regarding disputes;

f. Section 25 regarding venue and governing law; and

g. any Consultant liability or obligations to the District arising from a breach of this Contract.

25. Applicable Law and Venue

Any and all claims, disputes, or controversies related to this Contract, or breach thereof, shall be litigated in the state District Court for the City and County of Denver, which shall be the sole and exclusive forum for such litigation. This Contract shall be construed and interpreted under and shall be governed by the laws of the State of Colorado.

26. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the District, its employees, and its officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq*., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq*. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

27. Severability

A determination that any provision of this Contract is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Contract to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

28. Entirety of Agreement

This document supersedes all prior agreements between the Parties, written or oral, and embodies the complete agreement and understanding among the Parties, written or oral, which may have related to the subject matter hereof in any way, and shall not be amended orally, but only by the mutual agreement of the Parties hereto in writing specifically referencing this Contract. This Contract sets forth the only agreements pursuant to which the District or any of its affiliates is obligated to pay money or any other benefit to Consultant.

29. Waiver

No failure or delay by either party in the exercise of any right hereunder shall constitute a waiver thereof. No waiver of any breach shall be deemed a waiver of any preceding or succeeding breach.

30. Notices

All notices or other communications required under this Contract shall be effected, either by personal delivery in writing, by certified mail return receipt requested, by facsimile transmission with evidence of confirmation, or by reputable overnight delivery. Notice shall be deemed to have been given when delivered, mailed or transmittal is confirmed to the Parties at the address set forth below or such other address as either Party may specify to the other Party in writing.

If to District: Front Range Passenger Rail District
Attn: Sal Pace, General Manager
1800 W. 33rd Ave.
Denver, CO 80211
Telephone: (719) 250-8492
E-Mail: sal.pace@frprdistrict.com

With copy to: Nossaman, LLP
1801 California St., Suite 2400
Denver, CO 80202
Telephone: (303) 301-2900
E-mail: bbutzin@nossaman.com

If to Consultant: Greenlight Strategy LLC
Attn: Bill Rigler
Address: **PO Box #215**
Erie, CO 80516
Email: **bill@greenlightstrategy.com**

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date and year first written above.

Front Range Passenger Rail District

By: _____

Sal Pace
General Manager

Greenlight Strategy LLC

By: _____

Name: Bill Rigler

Title: **Principal**

EXHIBIT A

SCOPE OF SERVICES & PAYMENT TERMS

The Consultant shall deliver on all assets, including but not limited to management, placement of advertisements, strategy, asset creation, content creation and all other areas described in this scope of services.

Scope of Services

1. **Paid Communications Strategy**
   The Consultant shall:
   - Develop a comprehensive paid communications strategy aligned with the Ballot Access Plan timeline
   - Identify priority audiences, geographies (with emphasis on the RTD service area and District
   - boundaries), and communication channels
   - Establish messaging frameworks in coordination with the District's branding consultant, Burdekin English
   - Recommend budget allocation across channels and phases
   - Develop a phased media plan tied to key milestones (town halls, plan releases, etc.)
   - Purchase digital ads only

2. **Creative Development**
   The Consultant shall:
   - Develop all paid media assets consistent with District branding and messaging
   - Coordinate closely with Burdekin English to ensure brand alignment
   - Produce content including, but not limited to:
     - Digital display ads
     - Social media advertisements
     - Video content (short-form) for digital only
     - Audio/radio spots (if recommended), must receive approval in writing
     - Print materials (if applicable), must receive approval in writing
   - Ensure all creative materials are accessible, clear, and informational in tone

3. **Media Planning & Buying**

   The Consultant shall:
   - Execute all paid media buys on behalf of the District
   - Manage placement across platforms, including:
     - Digital (social, search, display, streaming)
     - Broadcast or radio (if applicable), must receive approval in writing
     - Print or out-of-home (if applicable), must receive approval in writing

- Optimize placement for reach, frequency, and cost-efficiency
- Ensure geographic targeting aligns with District priorities

4. **Campaign Execution & Optimization**
   The Consultant shall:
   - Launch and manage paid campaigns
   - Monitor performance in real time
   - Adjust targeting, messaging, and spend to improve effectiveness
   - Coordinate timing with outreach activities (town halls, releases, etc.)

5. **Compliance & Legal Coordination**
   The Consultant shall:
   - Ensure all communications are strictly informational and non-advocacy
   - Work with the District and legal counsel to ensure compliance with:
     - Colorado Fair Campaign Practices Act
     - Colorado Uniform Election Code
   - Maintain documentation of compliance for all paid communications

6. **Reporting & Analytics**
   The Consultant shall provide:
   - Regular performance reports (bi-weekly or monthly) including:
   - Reach and impressions
   - Engagement metrics
     - Conversion metrics (RSVPs, site visits, etc.)
     - Geographic performance
   - Final campaign report summarizing outcomes, insights, and recommendations

7. **Coordination Requirements**
   The Consultant shall coordinate with but may not rely on to following to fulfil its obligations under this Contract:
   - Burdekin English (Branding & Messaging)
   - The District's communications team, leadership team, and any other District staff (as needed)
   - Outreach and engagement contractors (as needed)

8. **Deliverables**

- Consultant will manage media purchases on behalf of the District
- Paid communications strategy and media plan
- Full suite of creative assets
- Media buying and placement execution
- Ongoing optimization of campaigns
- Regular reporting and analytics
- Final summary report

Payment Terms:

1. Management Fee: **$210,000** (14% of total compensation) invoiced monthly and according to the amounts per month listed below.
    - June: $50,000
    - July: $75,000
    - August: $85,000

   The Consultant and its subcontractors, if any, may not receive additional compensation, including in the form of a commission for media buys.

2. Media Buy: **$1,290,000**.
    - June 30: $525,000
    - July 15: $765,000

3. Each invoice shall include: (i) current period charges by category of compensation as provided above, (ii) cumulative charges to date by category, (iii) remaining aggregate not-to-exceed balance, and (iv) remaining media buy balance. Payments to the Consultant are conditional on payments being made to media outlets in the prior period, and upon available funds to the District.

Total contract amount not to exceed $1,500,000.00