RESOLUTION NO. 2026-15
OF THE FRONT RANGE PASSENGER RAIL DISTRICT
AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR HUMAN RESOURCES SERVICES WITH SISNEROS STRATEGIES

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, the Board desires for the District to enter a contract with Sisneros Strategies LLC ("Sisneros") for hiring, onboarding, and processing payroll for digital and field organizers supporting the District's outreach efforts as further described in **Exhibit A**; 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 at the following Board meeting; and

WHEREAS, pursuant to Section V of the District's *Procurement and Purchasing Policy for Goods and Services*, procurement by non-competitive proposal may be used for contracts of $20,000 or more when procurement by competitive proposal is not practical because the Board has determined that it is in the District's best interests to procure by non-competitive proposal; and

WHEREAS, the Board hereby determines that it is in the District's best interests to procure the human resources services referred to herein by non-competitive proposal; 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 Sisneros; and

WHEREAS, the Board now desires to authorize the General Manager to negotiate and execute a contract with Sisneros in the form provided in **Exhibit B** pursuant to the proposed scope, price, and payment schedule.

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

1. Authorization to Negotiate and Execute.
   The Board hereby authorizes the General Manager to negotiate and execute a contract with Sisneros in the form provided in Exhibit B with such changes as approved by the District's general counsel and consistent with the scope and payment structure outlined in Exhibit A.

2. Contract Amount.
   The negotiated contract shall not exceed $150,000 in total compensation as described in Exhibit A without further Board approval.

APPROVED this 29th day of May 2026.

Chair

ATTEST:

Joan Peck
Secretary

Exhibit A

Scope of Services

[*See attached*]

EXHIBIT A

SCOPE OF SERVICES & PAYMENT TERMS

Scope of Services:

Sisneros Strategies will hire, administer onboarding paperwork and contracts, and process payroll for up to twelve (12) Field Organizers and one (1) Digital Organizing Manager.

FRPR will retain final decision-making authority regarding organizer hiring and will be responsible for identifying and recommending final candidates to Sisneros Strategies for onboarding. Recruitment efforts will be collaborative between FRPR and Sisneros Strategies, with Sisneros supporting the following recruitment functions:

- Posting job descriptions across online job boards and hiring platforms
- Engaging previous employee and organizer network
- Referring qualified candidates to FRPR for final interviews and hiring decisions
- Conducting background checks

The recruitment effort would support hiring for two positions:

- Field Organizer (12)
- Digital Organizing Manager (1)

Payment Terms:

Total compensation to Sisneros Strategies would be a flat $20,000.

Compensation Structure for staffing:

- The Digital Organizing Manager to be paid $6,500 per month
- The Field Organizers to be paid $4,850 per month
- $10,000 pay to Sisneros Strategies upon contract execution.
- Invoice Monthly for the Field Organizers and Digital Organizing Manager.
- $10,000 pay to Sisneros Strategies upon Project completion.

Digital Organizing Manager
Job Description

About the Role

We are seeking a Digital Organizing Manager to recruit, cultivate, and mobilize a dedicated corps of super volunteers drawn from our ample list of online supporters. You will be the engine behind a program designed to turn passive supporters into active advocates who carry the message into communities across Colorado. This role launches immediately or as late as June 1st, 2026.

Role Details

Build & Manage the Super Volunteer Program

- Recruit Super Volunteers from existing online supporters via email, text, and live calls
- Host regular 1:1s with Super Volunteers to maximize individual impact
- Facilitate monthly group meetings with Organization leaders and make specific action asks
- Coordinate with coalition partners to funnel grassroots supporters into the program

Drive Volunteer Action

Organize and mobilize Super Volunteers to execute:

- Amplify content on social media
- Distribute online petitions via email, text, and social channels
- Identify local validators — trusted community voices to connect to the project
- Write letters to the editor
- Support local events and public meetings
- Call other supporters to expand the network

Skills & Experience

- 2+ years in digital organizing, community organizing, or grassroots advocacy
- Relational organizing experience (Slack/Discord-based coordination, peer-to-peer outreach)
- Track record managing and motivating volunteers toward specific actions
- Experience with CRM tools, email/text platforms, and digital outreach
- Understanding and comprehension of social media amplification and
- Strong communicator, you can inspire people and make them feel like insiders Colorado-based or deeply familiar with Colorado's political landscape
- Social media amplification and content distribution experience preferred

Compensation

- $6,500/month (contract) based on candidate experience
- Remote with Colorado presence preferred; in-state travel required

Field Organizer

Job Description

About the Role

We are seeking motivated Field Organizers to recruit, engage, and mobilize community members in support our project. You will serve as a boots-on-the-ground presence in your assigned region, turning community interest into tangible action, driving attendance at key meetings, building relationships with local leaders, and helping grow a network of passionate advocates. This role runs June 1st through July 31st, 2026.

Role Details

Community Calendar

- Contribute to the development of a comprehensive community events calendar in your assigned region(s)
- Make recommendations for events we should have a presence
- Develop engagement plans for assigned events, including staffing coordination

City Council Meetings

- Drive attendance at city council meetings in assigned regions through:
  - Recruitment calls to supporters and community contacts
  - Digital outreach tools in coordination with the digital team
  - Texting and email confirmation to confirmed attendees
- Provide day-of support to the project team at meetings and ensure volunteers have all necessary materials
- Attend meetings as needed based on feedback from the regional lead

Digital Outreach Coordination

- Identify and recruit folks into the digital team’s program and integrate them into the ladder of engagement
- Learn and quickly become proficient with digital organizing tools developed by the team
- Maintain strong relationships with volunteers so they can be called upon for additional support tasks, such as serving as town hall advocates
- Ensure message discipline by delivering baseline media and message training to volunteers

House Parties

- Recruit and support volunteers in planning house parties
- Drive attendance and ensure events are well-organized and impactful
- Work collaboratively with outreach partners when house parties are hosted by community leaders in their network

Letters to the Editor

- Identify individuals in your region who are strong candidates to write letters to the editor in support of passenger rail
- Coordinate with the broader consulting team on approved messaging and placement strategy

Message Discipline & Training of Public Volunteer Ambassadors

- In coordination with the broader consulting team, ensure that any members of the public who participate in city council forums, speak at house parties, or submit letters to the editor receive appropriate talking points
- Facilitate baseline media and message training for all public-facing volunteers and ambassadors

General Support

- Work with outreach partners in your designated region to ensure seamless collaboration and consistent messaging
- Provide regular updates to the organizing team on regional activity, volunteer engagement, and opportunities
- Other tasks as assigned

Skills & Experience

- 1+ years of experience in field organizing, community organizing, grassroots advocacy, or a related role
- Strong relational skills; you can build trust quickly and motivate people to take action
- Experience with volunteer recruitment, coordination, and management
- Comfortable with digital outreach tools including text platforms, email, and basic CRM tools
- Excellent communicator, both one-on-one and in group settings
- Highly organized, self-directed, and able to manage multiple priorities in a fast-paced environment
- Familiarity with the assigned region and its political and community landscape preferred
- Access to reliable transportation for in-region travel required
- Responsive, accountable and highly organized

Compensation

- $5,000/month (contract)
- June 1st - July 31st, 2026
- In-region presence required; remote coordination with broader team

Exhibit B

Form of Contract

[*See attached*]

FRPR FRONT RANGE PASSENGER RAIL

CONTRACT FOR SERVICES

This contract for services (the "Contract") is made and entered into as of the Effective Date (defined below) by and between Sisneros Strategies a Limited Liability Company (the "Consultant") and the Front Range Passenger Rail District, a body politic and corporate and a political subdivision of the State of Colorado (the "District") (each individually referred to herein as a "party" and collectively as the "parties").

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. Contractor 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 May 18, 2026 (the "Effective Date") and continue through July 31, 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.

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

The District will pay Consultant in the amount set forth in Exhibit A. This sum shall compensate Consultant for the performance of all the Services, excepting any additional Services requested in accordance with Section 5 of 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.

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. 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").

7. Consultant Personnel

Consultant shall make available professionals of recognized experience and qualifications to work on this matter. Consultant represents that at all times in the performance of the Services, Consultant's personnel shall comply with any and all applicable laws, codes, rules, and regulations. The Consultant understands and acknowledges that the District, its Board, and employees are subject to Colorado's Fair Campaign Practices Act, TABOR, and the Uniform Election Code of 1992.

8. 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 to 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.

9. 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 8 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.

10. Relationship of the Parties

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.

11. Work Product; Open Records

a. Delivery of the Services may require the Consultant to use data belonging to the District. Any data provided by the District will remain property of the District. Additionally, all Records prepared by Consultant in connection with the Services shall become property of the District. Consultant shall execute written assignments to the District of all rights (including common law, statutory, and other rights, including copyrights) to the same as the District shall from time to time request. For purposes of this Section 10, "Records" includes any data, materials, information, documents, or work product created by any employee or subconsultant in connection with the performance of the Services under this Contract.

b. 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 10 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.

12. 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.

13. 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.

14. Amendments

Any and all amendments, additions, or deletions to this Contract shall be null and void unless approved by the Parties in writing.

15. 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.

16. 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.

17. 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.

18. 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 Section 18.

19. 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.

20. Enforceability

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.

21. 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.

22. 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.

23. 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
1800 W. 33rd Ave., Suite 200
Denver, CO 80211
info@frprdistrict.com

With copy to: Nossaman LLP
1801 California Street, Suite 2400
Denver, CO 80202
bbutzin@nossaman.com

If to Consultant: Sisneros Strategies
Address: Herrera Arellano LLP
Jillian L. Andrews, jillian@ha-firm.com
602.567.8046
1001 North Central Ave | Suite 404 |
Phoenix, AZ 85004
ha-firm.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

Date: _____

[Consultant]

By: _____

Name: Alicia Sisneros

Title: Founder & CEO

Date: 05/20/2026

EXHIBIT A

SCOPE OF SERVICES & PAYMENT TERMS

Scope of Services:

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- Track record managing and motivating volunteers toward specific actions
- Experience with CRM tools, email/text platforms, and digital outreach
- Understanding and comprehension of social media amplification and
- Strong communicator, you can inspire people and make them feel like insiders Colorado-based or deeply familiar with Colorado's political landscape
- Social media amplification and content distribution experience preferred

Compensation

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- Remote with Colorado presence preferred; in-state travel required

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- Excellent communicator, both one-on-one and in group settings
- Highly organized, self-directed, and able to manage multiple priorities in a fast-paced environment
- Familiarity with the assigned region and its political and community landscape preferred
- Access to reliable transportation for in-region travel required
- Responsive, accountable and highly organized

Compensation

- $5,000/month (contract)
- June 1st - July 31st, 2026
- In-region presence required; remote coordination with broader team