

RESOLUTION NO. 2026-02
OF THE FRONT RANGE PASSENGER RAIL DISTRICT
AUTHORIZING THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH 503 STRATEGIES TO SERVE AS COALITION
OUTREACH DIRECTOR

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 engineers and other 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, with centralized oversight to ensure consistency, accountability, and compliance with state law; and

WHEREAS, the District conducted a solicitation process for relational organizing, coalition coordination, and engagement support services; and

WHEREAS, based on this solicitation, the General Manager has determined that 503 Strategies possesses unique qualifications, specialized expertise, and demonstrated experience coordinating large-scale, multi-jurisdictional coalition outreach programs of the type contemplated by the District’s Ballot Access Plan, which are not readily available from another source; and

WHEREAS, under the District’s *Procurement and Purchasing Policy for Good and Services*, procurement policies, services may be procured on a sole-source basis when the General Manager determines that the requested services are available only from a single source, based on the General Manager’s good faith review of available sources; and

WHEREAS, the negotiated contract scope and compensation are consistent with the budget previously presented to and reviewed by the Board, and the contract term is limited to Phase 1 of the Ballot Access Plan; and

WHEREAS, execution of this agreement will support the District's statutory obligation to conduct transparent, inclusive, and non-advocacy public engagement in advance of any ballot referral decision;

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

1. The Board hereby authorizes the General Manager to execute a professional services agreement with 503 Strategies to serve as the District's Coalition Outreach Director for the period of January 23, 2026, through May 30, 2026.
2. The Board finds and determines that it is in the District's best interests to enter into a professional services agreement with 503 Strategies by non-competitive Proposal due to 503 Strategies' unique qualifications, specialized expertise, and demonstrated ability to perform the required services within the District's timeline and compliance constraints.
3. The total compensation under the agreement shall not exceed the amounts authorized in the approved scope, including an initial payment of \$7,500 and monthly payments of \$12,500 for the duration of the contract term.

APPROVED this 23rd day of January 2026.



Chair

ATTEST:

Joan Peck
Secretary

Front Range Passenger Rail District
Resolution No. 2026-02

EXHIBIT A
Contract for Professional Services between
the Front Range Passenger Rail District and
503 Strategies

[See attached.]

CONTRACT FOR SERVICES

This contract for services (the “Contract”) is made and entered into as of January 23, 2026, by and between 503 Strategies (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

The period for providing the services and deliverables under this Contract shall commence on January 23, 2026. All services to be provided under this Contract are to be completed by Consultant no later than May 30, 2026, with the option for renewal at the Board’s discretion if the District advances into Phase 2 of the Ballot Access Plan. Compensation shall be \$7, 500 upon contract execution and initiation of services, and \$12,500 per month beginning February 1, 2026, for each subsequent month of active service. The Contract will terminate upon completion of the Services or unless earlier terminated. Either Party shall have the right to terminate this Contract without cause with a 14-day notice. Upon

termination, Consultant shall provide an invoice for all services provided as of the date of such notice, and the District shall pay Consultant for all services provided to the date of such notice.

3. Compensation

The Total compensation shall be limited to services performed within the contract term and shall not exceed amounts authorized by the District, payable as set forth in Section 4. This sum shall compensate Consultant for the performance of all the Services, including serving as the District’s Coalition Outreach Director in support of the District’s Ballot Access and Public Engagement Program. This contract is intended to coordinate all coalition engagement activities, oversee the performance of coalition and station-area contractors, and manage related outreach efforts in a consistent, strategic, and accountable manner. Any Consultant travel will be pre-approved by the District and will be separately invoiced for reimbursement within 30 days of associated travel.

4. Payment and Invoicing

- a. Payment shall be made within 30 days following the receipt of the 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 fronrangeprd@bill.com, with a copy to procurement@frprdDistrict.com.
- b. If the District objects to any invoice submitted by Consultant, the District shall so advise Consultant in writing giving reasons therefore. 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.

5. 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 therefore 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”).

6. Consultant Personnel

Annika Albrecht shall be Consultant’s contact with respect to this Contract and performance of the Services. In providing such services, 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.

7. 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.

8. 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.

9. Non-Advocacy, Compliance, and District Standards

All services provided under this Agreement shall be strictly non-advocacy and informational in nature and shall be performed in full compliance with all applicable federal, state, and local laws, including without limitation the Colorado Fair Campaign Practices Act and the Colorado Uniform Election Code. The Contractor shall further adhere to all Front Range Passenger Rail District branding, accessibility, records retention, and public engagement standards, as may be amended from time to time.

10. 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.

11. Ownership of Work Product

All materials, products, works, deliverables, inventions, developments, documents, data, and other items of any kind (collectively, "Work Product") that are created, developed, conceived, or produced by the Contractor, whether alone or jointly with others, in the course of or in connection with services performed for the District shall be deemed "work made for hire" and shall be the sole and exclusive property of the District. To the extent any such Work Product does not qualify as a work made for hire,

the Contractor hereby irrevocably assigns to the District all right, title, and interest in and to such Work Product.

12. Confidentiality

The Contractor shall maintain strict confidentiality regarding all non-public information obtained through this engagement, including but not limited to planning documents, strategies, timelines, negotiations, internal communications, and stakeholder discussions. The Contractor shall not disclose confidential information to any third party without prior written authorization from FRPRD and shall comply with any confidentiality or nondisclosure agreements required by the District.

13. Delivery and Survival

Upon request, and in any event upon termination or expiration of this Agreement for any reason, the Contractor shall promptly deliver to the District all Work Product, in whatever form or medium, created under this Agreement. The obligations set forth in this section shall survive the termination or expiration of this Agreement.

14. 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.

15. 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.

16. Amendments

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

17. 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.

18. 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.

19. 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.

20. 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 21.

21. 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.

22. 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.

23. 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.

24. 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.

25. Notices

All notices or other communications required under this Contract shall be affected, 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: 503 Strategies
677 S Lowell St. Apt 556,
Portland, Or, 97239
E-Mail: annika@503-strategies.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

503 Strategies

By: 

Annika Albrecht
Consultant

EXHIBIT A. SCOPE OF SERVICES

Coalition Outreach Director
Front Range Passenger Rail District (FRPRD)
Contractor: 503 Strategies
Lead Consultant: Annika Albrecht

1. Purpose

The Front Range Passenger Rail District (“FRPRD” or “District”) shall retain 503 Strategies (“Contractor”) to serve as the District’s Coalition Outreach Director in support of the District’s Ballot Access and Public Engagement Program. This contract is intended to coordinate coalition engagement activities, oversee performance of coalition and station-area outreach partners, and ensure consistent, strategic, and accountable execution of the District’s outreach plan.

2. General Responsibilities

Annika Albrecht of 503 Strategies shall serve as the District’s central coordination point for:

- All Coalition Engagement Partner contractors
- All Station-Area Community Engagement Partners
- Cross-coordination with the Town Hall Production Manager
- Alignment with the Friends of Front Range Rail engagement platform

The Contractor shall ensure alignment with District strategy, maintain consistent outreach practices, track performance against deliverables, and provide regular reporting to District leadership.

Annika Albrecht shall serve as the primary point of contact for the Contractor. Sarah Andrews may serve as a sub-contractor under 503 Strategies as part of this scope.

3. Coalition & Station-Area Contractor Management

The Contractor shall provide oversight and coordination for all Coalition Engagement Partners, including but not limited to:

- Business Leaders and Major Employers
- Labor Organizations
- Environmental and Conservation Organizations
- Black Constituency Community Organizations
- Hispanic/Latino Community Organizations
- Military and Veteran Stakeholders
- Higher Education and Campus-Based Organizers
- Other issue-based or stakeholder groups as determined by FRPRD

The Contractor shall also coordinate all Station-Area Community Engagement Partners across station communities within the District.

Responsibilities include:

- Onboarding all coalition and station-area outreach contractors
- Managing contractor schedules, deliverables, and reporting requirements

- Verifying completion of contractual outreach benchmarks
- Coordinating monthly coalition meetings and cross-coalition alignment
- Assisting in ensuring compliance with all non-advocacy and informational requirements
- Coordinating coalition and station-area participation in District town halls
- Identifying performance risks and elevating issues to FRPRD leadership as needed

4. Coordination with Other Contractors and District Teams

- The Contractor shall work in close coordination with:
 - Town Hall Production Manager
 - Friends of Front Range Rail Dashboard Contractor
 - FRPRD Planning and Technical Teams
 - FRPRD staff and leadership

The Contractor shall serve as the central organizing hub to ensure:

- Cohesive scheduling across all outreach activities
- Clear roles and responsibilities among contractors
- Consistent implementation of District outreach objectives
- Accountability for performance and deliverables

5. Reporting & Meetings

Annika Albrecht shall:

- Participate in weekly strategy meetings with the FRPRD General Manager or designee
- Submit **bi-weekly written status reports** summarizing:
 - Outreach activity progress
 - Contractor performance
 - Upcoming milestones
 - Risks or issues requiring District attention
- Prepare a **Phase 1 Final Outreach Summary Report** documenting:
 - Coalition and station-area engagement activity
 - Town hall coordination outcomes
 - Participation metrics
 - Lessons learned and recommendations for Phase 2, if applicable

6. Deliverables

Required deliverables include:

- Coalition and station-area outreach coordination framework
- Contractor onboarding and management protocols
- Monthly coalition engagement calendar
- Weekly coordination summaries
- Bi-weekly written status reports
- Phase 1 Final Outreach Summary Report

7. Work Product Ownership

All work product created under this contract, including but not limited to written materials, media strategies, press releases, branding concepts, talking points, and reports, shall be considered work made for hire and shall remain the sole property of the Front Range Passenger Rail District.

The Contractor may not reuse, repurpose, or distribute any work product without prior written approval from FRPRD.

8. Confidentiality

The Contractor shall maintain strict confidentiality regarding all non-public information obtained through this engagement, including but not limited to planning documents, strategies, timelines, negotiations, internal communications, and stakeholder discussions.

The Contractor shall not disclose confidential information to any third party without prior written authorization from FRPRD and shall comply with any confidentiality or nondisclosure agreements required by the District

9. Compliance & Standards

All services provided under this agreement shall:

- Remain strictly non-advocacy and informational in nature
- Fully comply with:
 - Colorado Fair Campaign Practices Act
 - Colorado Uniform Election Code
- Adhere to all FRPRD branding, accessibility, records retention, and public-engagement standards

10. Compensation

The Contractor shall be compensated as follows:

- \$7,500 upon contract execution and initiation of services
- \$12,500 per month, beginning February 1st for each subsequent month of active service
Total compensation shall be limited to services performed within the contract term and shall not exceed amounts authorized by the District.
- Either party may terminate this contract without cause upon fourteen (14) days' written notice.