

**RESOLUTION NO. 2025-21  
OF THE FRONT RANGE PASSENGER RAIL DISTRICT  
AUTHORIZING EXECUTION OF A CONTRACT WITH TRUJILLO LLC FOR  
MEDIA COORDINATION**

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 Front Range Passenger Rail District (“FRPRD” or the “District”) is statutorily charged with planning, outreach, and community engagement in support of a potential 2026 ballot referral for passenger rail; and

WHEREAS, the District requires professional earned media support and coordinated branding consultation to ensure strategic and consistent public communication as part of the District’s Ballot Access and Public Engagement Program; and

WHEREAS, Trujillo LLC has significant experience in earned media strategy, public messaging coordination, and brand alignment for complex civic and transportation initiatives, and has been engaged with the District’s outreach ecosystem such that continuity, institutional knowledge, and coordinated execution are critical; and

WHEREAS, the FRPRD Procurement and Purchasing Policy provides that sole-source procurement for services of \$20,000 or more may be used only when competitive procurement is not practical because the item is available only from a single source, based on the General Manager’s good-faith review of available sources, or the Board determines it is in the District’s best interests to procure by non-competitive proposal; and

WHEREAS, given the timing, unique outreach needs, and integration required among multiple outreach workstreams—including coordination with the District’s online activation team, Town Hall Production Manager, social media and branding teams—the General Manager has determined in good faith that competitive procurement is not practicable for this specific earned media and branding support contract and that sole-source procurement is in the District’s best interests; and

WHEREAS, the Finance Committee has reviewed and recommended Board authorization of the sole-source contract for earned media and branding coordination with Trujillo LLC at a rate of \$5,000 per month for the term of December 19, 2025 through May 30, 2026, with the option to renew at the Board's discretion.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Front Range Passenger Rail District that:

1. Authorization to Execute Contract:

The General Manager is hereby authorized to execute a professional services agreement with Trujillo LLC for earned media and branding coordination in support of the District's Ballot Access and Public Engagement Program in substantially the form presented to the Board, with such modifications as may be approved by the General Manager and the District's legal counsel.

2. Sole-Source Justification:

The procurement of these services is authorized as a sole-source procurement pursuant to Section V of the FRPRD Procurement and Purchasing Policy because competitive procurement is not practicable for this engagement due to unique expertise, continuity of engagement with existing outreach activities, and the need for coordinated implementation with other ongoing outreach contractors..

3. Contract Terms:

The contract shall be in an amount not to exceed \$5,000 per month, with prorated fees for partial months, for an initial term of December 19, 2025 through May 30, 2026, with an option to extend into Phase 2 of the Ballot Access Plan upon Board approval.

4. Work Product and Confidentiality:

All work product, communications, and materials developed pursuant to this contract shall be the sole property of the District, and the agreement with Trujillo LLC shall include provisions ensuring confidentiality of non-public information.

5. Implementation:

The General Manager and District staff are authorized and directed to take all actions necessary to implement this resolution and effectuate the contract authorized herein.

APPROVED this 19th day of December 2025.

A handwritten signature in black ink, appearing to be 'C. W. B.', written over a horizontal line.

Chair

ATTEST:

Joan Peck  
Secretary

## CONTRACT FOR SERVICES

This contract for services (the “Contract”) is made and entered into as of December 19, 2025, by and between Trujillo LLC (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 December 19, 2025. 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 \$5,000 per month, prorated for any partial month. 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 District will pay Consultant \$5,000 per month, prorated for any partial month, 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 Media Coordinator in support of the District’s Ballot Access and Public Engagement Program. This contract is intended to coordinate all coalition engagement activity, oversee the performance of coalition and station-area contractors, and manage earned media related to 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 15<sup>th</sup> 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](mailto:fronrangeprd@bill.com), with a copy to [procurement@frprdistrct.com](mailto:procurement@frprdistrct.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.

**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 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”).

**6. Consultant Personnel**

Tara Trujillo 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 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: Trujillo LLC  
E-Mail: concernsmedia@gmail.com

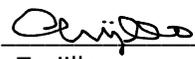
*[Signature page follows]*

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

**Trujillo LLC**

By:   
\_\_\_\_\_  
Tara Trujillo  
Title: Founder

## EXHIBIT A. SCOPE OF SERVICES

### Earned Media Coordination

Front Range Passenger Rail District (FRPRD/the District)

Contractor: Trujillo LLC

#### 1. Purpose

The Front Range Passenger Rail District (“FRPRD” or the “District”) shall retain Trujillo Consulting (“Contractor”) to provide earned media strategy, branding support, and media coordination in support of the District’s Ballot Access and Public Engagement Program.

This engagement is intended to ensure that media coverage, public-facing narratives, and branding elements related to outreach activities are timely, consistent, accurate, and aligned with the District’s overall engagement strategy. The Contractor’s role is advisory and coordinative in nature and does not include management of coalition partners, station-area partners, or other outreach contractors.

#### 2. General Responsibilities

**Trujillo LLC shall serve as the District’s lead consultant for the following activities:**

- Earned media strategy and execution related to outreach activities
- Branding support and message alignment across public-facing materials
- Media coordination across multiple outreach workstreams

The Contractor will participate in outreach-related meetings to maintain situational awareness across projects and ensure that media efforts are informed by ongoing activities, milestones, and community engagement.

#### 3. Scope of Services

##### 3.1 Earned Media and Execution

The Contractor shall be responsible for earned media services, including but not limited to:

- Development of a regional earned media strategy aligned with the District’s outreach timeline
- Media pitching related to:
  - Town Hall meetings
  - Station-area planning milestones
  - Community engagement activities
  - District announcements and project updates
- Drafting and coordination of press releases and media advisories in collaboration with FRPRD
- Media preparation support for District leadership and Board members when requested
- Tracking and reporting of media coverage, reach, and engagement metrics

All earned media activities shall remain strictly informational and non-advocacy in nature.

##### 3.2 Station-Area Community Engagement Partners

The Contractor shall provide branding support to ensure consistency across outreach efforts, including:

- Advising on public-facing messaging tone and framing
- Supporting alignment of branding across earned media, outreach materials, and digital platforms

- Coordinating with branding and design vendors to ensure consistency with District standards
- Flagging inconsistencies or gaps in branding or messaging for FRPRD review

Final approval of all branding elements shall remain with FRPRD.

### 3.3 Coordination with Outreach Teams

The Contractor shall coordinate with, but not manage, the following teams to ensure media alignment:

- Online activation and digital engagement team
- Town Hall Production Manager
- Social media and digital content team
- Branding and design consultants

Coordination responsibilities include sharing timelines, flagging media opportunities, aligning messaging, and avoiding duplication or conflicts across platforms.

### 3.4 Meetings and Participation

#### The Contractor Shall:

- Participate in outreach coordination meetings as requested by FRPRD
- Attend weekly strategy meetings with the general Manager or designee
- Maintain ongoing communication with FRPRD staff to ensure media activities reflect current project status

## 4. Reporting and Deliverables

#### The Contractor shall provide:

- Periodic earned media summaries outlining:
  - Media placements
  - Coverage reach
  - Key narratives and themes
- Ongoing coordination updates as part of weekly strategy meetings
- Contributors to outreach summaries or reports as requested by FRPRD

## 5. 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.

## 6. 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

## **7. 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

## **8. Duration of Services**

- Compensation shall be \$5,000 per month, prorated for any partial month
- The initial contract term shall commence December 19 and conclude May 30, with the option for renewal at the Board's discretion if the District advances into Phase 2 of the Ballot Access Plan
- Either party may terminate this contract without cause upon fourteen (14) days' written notice