RESOLUTION NO. 2026-19
OF THE FRONT RANGE PASSENGER RAIL DISTRICT
AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR SERVICES WITH BAGLEY CONSULTING

WHEREAS, pursuant to Section 32-22-101, *et seq.*, C.R.S. (the "Act"), the Front Range Passenger Rail District (the "District") 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, Section 32-22-105(2)(d), C.R.S. authorizes the Board of Directors of the District (the "Board") to pass resolutions necessary for the government and management of the affairs of the District and the execution of the District's powers and duties; and

WHEREAS, pursuant to Section 32-22-105(2)(g)-(h), C.R.S., the Board is authorized 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; and

WHEREAS, the District previously engaged Bagley Consulting LLC ("Consultant") for relational engagement, social media, and digital infrastructure support services in support of the District's Ballot Access Plan; and

WHEREAS, the District now desires to enter a new contract to perform social media advertising and promotional management services, as further described in the scope of services attached to the contract, attached to this resolution as **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 the Board must authorize a District contract of $150,000 or more by resolution; and

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

WHEREAS, the Board now desires to authorize the General Manager to execute the contract with the Consultant in the form provided in Exhibit A pursuant to the scope, price, and payment schedule described in the scope of services under the contract.

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

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

2. Contract Amount.
   The contract amount for the additional services under Task Order 2 shall not exceed $150,000 without further Board approval.

[*Signatures follow*]

APPROVED this 26th day of June 2026.

Chair

ATTEST:

Joan Peck
Secretary

EXHIBIT A
Contract for Services with Bagley Consulting LLC

[*See Attached*]

CONTRACT FOR SERVICES

This contract for services (the "Contract") is made and entered into as of the Effective Date (defined below) by and between Bagley Consulting LLC, a New York 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. 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 26, 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.

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 must 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 at 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 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 11, "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 11 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 19.

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, with respect to the Services described in Exhibit A, 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. As of the Effective Date, that certain Contract for Services between the District and Bagley Consulting, LLC, made and entered into as of April 1, 2026, and this

contract set 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: Bagley Consulting LLC
418 Broadway Ste. R
Albany, New York 12207
kurt@bfdstrategies.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: 6/29/26

Bagley Consulting LLC

By: Kurt Bagley

Kurt Bagley
Partner

Date: 6/29/26

EXHIBIT A

SCOPE OF SERVICES & PAYMENT TERMS

1. Scope of Services

a. The Consultant shall provide social media advertising services and promotional management for the District, including the planning, coordination, and purchase of digital outreach across selected platforms.

b. The Consultant shall provide regular reporting to the District identifying amounts spent, purchases committed, and the remaining balance available under the amount provided for in this Exhibit A.

2. Payment Terms

a. Total payment under this Contract, including payment for social media advertising and the Consultant's direct compensation, shall not exceed $150,000.

b. No commission, fee, or percentage compensation shall be paid based on media placements themselves.

c. The Consultant's direct compensation shall not exceed 14% of the total amount spent.

d. Payment shall be made in two portions: fifty percent (50%) after execution of this Contract, and fifty percent (50%) on July 15, 2026, based on verified purchases placed as of that date.

e. Legal expenses shall be reimbursable as part of the total payment under the Contract in an amount not to exceed $5,000.