RESOLUTION NO. 2026-28
OF THE FRONT RANGE PASSENGER RAIL DISTRICT

RATIFYING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL TRANSPORTATION DISTRICT FOR FUNDING OF PLANNING, ENGAGEMENT, AND COMMUNICATION SERVICES OF THE DISTRICT

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 of Colorado to research, develop, construct, operate, and maintain an interconnected north-south passenger rail system along Colorado's front range ("Front Range Passenger Rail" or "FRPR") that is competitive in terms of travel time for comparable trips with other modes of surface transportation; and

WHEREAS, pursuant to Section 32-22-109(1), C.R.S., before submitting a question to establish any District tax to the registered electors, the District is required to publish a proposed plan for Front Range Passenger Rail service and a detailed financing plan, and to make every reasonable effort to secure federal funding to support the development, financing, construction, operation, or maintenance of FRPR; and

WHEREAS, the District has developed and the Board of Directors has approved a comprehensive Ballot Access Plan to seek voter authorization to finance the establishment of an interconnected passenger rail system within the District, including all statutory prerequisites, stakeholder outreach, and public engagement required to place a ballot question before the voters; and

WHEREAS, the Ballot Access Plan includes a detailed scope of work and budget to (i) cultivate broad stakeholder and public support, (ii) meet all statutory requirements for ballot placement, (iii) advance service development planning, and (iv) prepare a detailed financing plan for passenger rail implementation; and

WHEREAS, pursuant to Section 32-22-105(1)(a)(VIII), C.R.S., the Board has the power to enter into intergovernmental agreements; and

WHEREAS, on June 3, 2026, RTD's Board of Directors authorized RTD to enter into an agreement with the District to support station area planning, public engagement, and communications within the RTD district in an amount not to exceed $3,000,000; and

WHEREAS, the District has negotiated and executed an intergovernmental agreement with RTD for funding to support station area planning, public engagement, and communications to be expended as part of the District's Ballot Access Plan ("RTD IGA"), attached hereto as **Exhibit A**; and

WHEREAS, entrance into the RTD IGA is in the best interests of the District and will materially advance the District's statutory mission and strategic objectives; and

WHEREAS, the Board's Finance and Executive Committees have been apprised of the general terms of the RTD IGA and recommended the District enter the RTD IGA; and

WHEREAS, the Board desires to ratify the RTD IGA and direct the General Manager of the District to expend the funding provided pursuant to the RTD IGA to carry out the services described therein.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby ratifies the execution of the RTD IGA and directs the General Manager of the District to expend the funding provided pursuant to the RTD IGA and carry out the services described therein.

APPROVED this 31st day of July 2026.



Chair

ATTEST:

Joan Peck

Secretary

EXHIBIT A

RTD IGA

[*Separately attached.*]

2026 FUNDING AGREEMENT
FOR RTD FUNDING OF PLANNING, ENGAGEMENT, AND COMMUNICATION SERVICES OF FRONT RANGE PASSENGER RAIL DISTRICT

This 2026 Funding Agreement for RTD Funding of Local Transportation Services of the Front Range Passenger Rail District ("**Agreement**") is made and entered into as of July 2, 2026 ("**Effective Date**"), between the Regional Transportation District, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.*, ("**RTD**") and the Front Range Passenger Rail District, a body corporate and politic of the State of Colorado ("**FRPR**"). FRPR and RTD may also be referred to herein individually as a "**Party**" and together as the "**Parties**".

RECITALS

A. RTD is authorized by the Regional Transportation District Act, §§ 32-9-101, et seq., C.R.S. (the "**RTD Act**"), to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of its District, as defined by the RTD Act.

B. Pursuant to § 32-22-103(2), C.R.S., FRPR is authorized to research, develop, construct, operate, and maintain an interconnected passenger rail system within the front range, and shall collaborate with RTD to ensure interconnectivity with any passenger rail system RTD operates.

C. Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and §§ 29-1-203 *et seq.*, C.R.S., both RTD and FRPR may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for sharing of costs.

D. Pursuant to §§ 32-9-119(1)(w.5), 32-22-106(1)(s.5), 43-1-106(8)(q.5), 43-4-806(6)(p.5), C.R.S., RTD, the Colorado Department of Transportation ("**CDOT**"), the Colorado High Performance Transportation Enterprise, dba the Colorado Transportation Investment Office ("**CTIO**"), and FRPR are authorized to enter into an agreement to implement the completion of construction and operation of passenger rail service from Denver Union Station to Fort Collins as the first phase of front range passenger rail service ("**Joint Service**").

E. On July 15, 2025, RTD, FRPR, CDOT, and CTIO entered into an agreement to establish a Joint Service Executive Oversight Committee setting forth the principles of intergovernmental cooperation upon which they will use their respective authorities and funding streams and establish a plan and structure for the delivery of Joint Service by a single operator.

F On June 3, 2026, RTD's Board of Directors authorized RTD to enter into an agreement with FRPR to support station area planning, public engagement, and communications within the RTD district in an amount not to exceed $3,000,000.

G. The Parties agree that the services provided by FRPR described in **Exhibit A** ("**Services**") support multimodal integration planning, coordination and integration efforts and related public engagement and communications within the RTD district.

H. In order to support the Services provided by FRPR, RTD wishes to contribute RTD Funding (as defined below) according to the terms and conditions as agreed by the Parties, as set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. GENERAL.

A. Exhibits. The following exhibits are attached and incorporated into this Agreement by this reference:

Exhibit A:	Description of the Services
Exhibit B:	Description of the RTD Funding
Exhibit C:	Performance Expectations
Exhibit D:	Communication and Notices – Contacts
Exhibit E:	Special Provisions
Exhibit F:	Insurance Requirements

B. Recitals. The recitals set forth above are incorporated herein by this reference.

C. Other Agreements. The Parties may have previously entered into various other agreements which remain in effect until terminated and are not voided by or otherwise amended by this Agreement, unless expressly set forth herein.

2. MANAGEMENT AND OVERSIGHT OF THE SERVICES. FRPR shall continue to manage and oversee, either directly or through its designated agent(s), the Services as described in **Exhibit A**. FRPR and/or its designated agent(s) shall be solely responsible for all Service delivery functions. Except as specifically provided herein, RTD shall have no responsibility for the management of the Services; however, RTD may provide direction on an as-needed basis on Performance Expectations and eligibility of Services submitted for reimbursement to ensure compliance with applicable requirements and RTD Funding objectives. RTD shall have no responsibility for, or authority or control with respect to, the supervision and management of any employees or subcontractors who work in connection with the Services. FRPR shall manage and provide the Services in compliance with all

applicable federal, state, and local laws, regulations, orders, codes, directives, permits, approvals, decisions, decrees, ordinances or by-laws having the force of law and any common or civil law, including any amendment, extension or re-enactment of any of the same, and all other instruments, orders and regulations made pursuant to statute (collectively, "**Laws**"), and FRPR shall be solely responsible for compliance with all applicable Laws. In no event shall any RTD Funding be utilized in any manner that is inconsistent with § 1-45-117, C.R.S. Notwithstanding RTD's right to cease funding as provided in this Agreement, RTD has no obligation or intent, nor right pursuant to this Agreement, to otherwise continue the Services, if FRPR ceases to provide the Services.

3. **SERVICES**. The Services subject to funding pursuant to this Agreement must be provided as described in **Exhibit A**. No material changes shall be made to the Services during the term of this Agreement without the advance written agreement of both Parties. In the event that material changes are made to the Services without the written consent of RTD, then RTD may, at its sole option, terminate this Agreement with seven (7) calendar days' prior notice by RTD to FRPR. In the event of such termination, FRPR shall promptly terminate the further performance of Services payable from RTD funds and RTD shall have no obligation to reimburse FRPR for costs incurred after the effective date of termination.

4. **RTD FUNDING.** RTD will reimburse FRPR as partial funding for eligible Services provided in accordance with **Exhibit A** in the amount set forth in **Exhibit B**, but such amount will not exceed $3,000,000 ("**RTD Funding**") for the term of this Agreement. RTD Funding may not be used for any FRPR district general, administrative, management, or overhead costs. Under no circumstances will RTD be obligated to pay more than the RTD Funding or for Services not actually provided by FRPR or for services FRPR is obligated to provide under any other funding agreement.

5. **INVOICING AND PAYMENT.**

   A. FRPR will submit an invoice to RTD on a monthly basis requesting payment of the RTD Funding for the Services. Unless otherwise agreed by the Parties, the invoice shall include a narrative summary of the Services covered by such invoice and a financial summary of expenditures previously expended and/or anticipated to be expended from funds covered by such invoice, and any other information that RTD otherwise reasonably requests. To the extent an invoice includes any costs obligated to Services performed or delivered under a contract between FRPR and any third-party contractor, FRPR shall provide RTD a copy of the contract for review with the related invoice. Each invoice must include a signed affirmation that all Services provided and submitted for RTD Funding have been specifically reviewed for compliance with the terms of this Agreement and are not otherwise covered by any other grant funding agreement.

B. RTD will pay all approved invoices within fourteen (14) calendar days after RTD has received the invoice. If RTD does not approve an invoice from FRPR, RTD will provide a written explanation of disputed items within ten (10) calendar days after RTD has received the invoice.

6. ELIGIBLE EXPENDITURES

A. In the event that FRPR incurs direct, out-of-pocket expenses other than for eligible expenditures in accordance with the approved project budget in **Exhibit B**, RTD shall reimburse FRPR only for eligible expenditures in accordance with the approved project budget in **Exhibit B**.

B. FRPR shall be responsible for ensuring that all items in **Exhibit A** meet the following guidelines:

(1) FRPR agrees to ensure that the program identified in **Exhibit A** as Services funded by this agreement relate to planning, engagement, or communication services within the RTD district.

(2) FRPR agrees to ensure all Services are provided in compliance with this Agreement and are not otherwise covered by any other grant funding agreement.

7. RECORDS. FRPR, or its designated agent, will maintain full and complete records for the provision of the Services. Such records shall include any financial information to support and document the costs and engagement or communications materials relating to the Services, and any other information specifically requested by RTD. FRPR shall make these records available to RTD for audit for a period of three (3) years after final payment under this Agreement.

8. AUDITS. RTD reserves the right to audit FRPR, or its designated agent's, books and records to determine compliance with the terms of this Agreement. In the event that an audit shows that FRPR is not in compliance with any term of this Agreement, FRPR staff will meet with RTD staff within fifteen (15) calendar days of notification of audit findings to review and come to an agreement on solutions to any audit conclusions, including but not limited to the return of all or a portion of the RTD Funding previously paid to FRPR under this Agreement. FRPR shall provide RTD with a copy of the written results of any internal audit performed by FRPR or another third party related to the performance of the Services within thirty (30) calendar days of the conclusion of such audit.

9. PERFORMANCE EXPECTATIONS. RTD will set and assess performance expectations of the Services, as defined in **Exhibit C** ("**Performance Expectations**"). RTD will evaluate the Services on a monthly basis and notify FRPR if RTD determines that the Services are not meeting the established Performance Expectations. In such event, RTD will require FRPR to submit a Performance Improvement Plan detailing proposed service

and communications adjustments for RTD's approval within seven (7) calendar days of RTD's notice. If the Services do not meet the Performance Expectations by the end of the term of this Agreement, RTD Funding will not be approved.

10. LIABILITY AND INSURANCE.

A. The Parties agree that RTD shall have no liability to FRPR or its designated agent(s), or to third parties arising out of the operations or management of the Services, or any other service operated, directly or indirectly, by FRPR. This provision shall survive termination of this Agreement.

B. With the exception of Workers' Compensation and Professional Liability policies, FRPR shall cause RTD and its officers and employees to be named as additional insured on all insurance policies covering any of the Services as outlined in **Exhibit F**.

C. Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, each Party shall be responsible for any claims, demands or suits arising out of its own negligence. It is specifically understood and agreed that nothing contained in this section or elsewhere in this Agreement shall be construed as an express or implied waiver by either Party of its governmental immunity including limitations of amounts or types of liability or the governmental acceptance by either Party of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

D. FRPR (for purposes of insurance referred to as "Contractor" in Exhibit F) shall maintain in full force and effect adequate insurance, in the amounts and coverages outlined in **Exhibit F.**

11. GENERAL PROVISIONS.

A. **Available Funding.** This Agreement does not contain any multiple-fiscal year financial obligations by either Party that extend beyond its current fiscal year. The financial obligations of the Parties under this Agreement shall be subject to and limited by the appropriation of sufficient funds. RTD Funding for this Agreement, as set forth in **Exhibit B**, has been budgeted, authorized and appropriated by the RTD Board of Directors only for the current fiscal year. Nothing herein obligates either Party to budget, authorize or appropriate funds for any future fiscal year.

B. **Other Sources of Funding.** Nothing in this Agreement will prevent FRPR from collecting contributions or fees from entities other than RTD to help defray costs of providing the Services that are not supported by RTD under this Agreement, except that RTD shall not be a party to any such third-party arrangement.

C. **Merger**. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties, promises or agreements, express or implied, shall exist between the Parties, except as stated herein.

D. **Governing Law**. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado, the ordinances of FRPR, the applicable provisions of federal law, and the applicable rules and regulations promulgated under any of them. Venue for any action hereunder shall be in Denver District Court, Colorado.

E. **Communication and Notices.** Any notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent by the Parties in the United States mail, postage prepaid, or by email to the Parties at the addresses specified on **Exhibit D**. The addresses or contacts may be changed by the Parties by written notice to the other Party.

F. **Term and Termination**. This Agreement shall be deemed to have commenced on June 3, 2026, and shall remain in effect until the earlier of any action by the FRPR Board's to refer a ballot measure or August 31, 2026, unless earlier terminated in writing by the Parties or by court order. Unless otherwise agreed, either Party may terminate this Agreement on seven (7) calendar days' prior written notice. In the event of termination by RTD for any reason other than default, RTD shall pay no more than the reimbursable costs of the Services up to the date of termination. All provisions of this Agreement that provide rights or create responsibilities for the Parties after termination shall survive termination of this Agreement. Nothing herein obligates either Party to make funds available for the Services in any future fiscal year, and nothing herein shall imply funding will be renewed at the same or any level.

G. **Amendment**. The Parties may, by written agreement, amend this Agreement or the Exhibits to account for changes in RTD Funding and service levels. Nothing herein obligates either Party to make funds available other than as specifically provided in the attached Exhibits, and nothing herein shall imply funding or service will be renewed at the same or any level.

H. **Authority**. The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

I. **No Effect on RTD Rights or Authority.** Nothing in this Agreement shall be construed to limit RTD's right to establish routes or services or to perform any functions authorized by C.R.S. § 32-9-101 *et. seq.*

J. **Assignment.** Other than as specifically provided herein, the Parties agree that they will not assign or transfer any of their rights or obligations under this Agreement without first obtaining the written consent of the other Party.

K. **Prohibited Interests.** No director, officer, employee, or agent of RTD shall be interested in any contract or transaction with RTD except in his or her official representative capacity unless otherwise provided by the RTD Code of Ethics.

L. **Severability**. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.

M. **Waiver**. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.

N. **No Third-Party Beneficiaries**. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties to this Agreement that any person or entity other than the Parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only.

O. **Changes in Law**. This Agreement is subject to such modifications as may be required by changes in city, state or federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein.

P. **Status of Parties**.

(1) The Parties agree that the status of each Party shall be that of an independent contractor to the other, and it is not intended, nor shall it be construed, that one Party or any officer, employee, agent or contractor of such Party is an employee, officer, agent, or representative of the other Party. Nothing contained in this Agreement or documents incorporated by reference herein or otherwise creates any partnership, joint venture, or other association or relationship between the Parties. Any approval, review, inspection, direction or instruction by RTD or any party on behalf of RTD shall in no way affect either Party's independent contractor status or obligation to perform in accordance with this Agreement. Neither Party

has authorization, express or implied, to bind the other to any agreements, liability, nor understanding except as expressly set forth in this Agreement.

(2) RTD shall have no responsibility for any federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees of FRPR. FRPR acknowledges that it and its employees are not entitled to workers' compensation benefits or unemployment insurance benefits from RTD, unless FRPR or a third party provides such coverage, and that RTD does not pay for or otherwise provide such coverage. FRPR shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by RTD) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and agents.

Q. **Paragraph Headings**. The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms and provisions.

R. **Counterparts**. This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original.

S. **Electronic Signatures**. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

[*Signature pages follow*]

WHEREFORE, the Parties have entered into this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION DISTRICT

By: _____
Patrick O'Keefe
Board Chair

FRONT RANGE PASSENGER RAIL DISTRICT

By: _____
Sal Pace
General Manager

By: _____
Debra A. John son
General Manager and CEO

Approved as to legal form for RTD:

Snyder, Melanie - 23947 Digitally signed by Snyder, Melanie - 23947 Date: 2026.07.02 11:11:45 -06'00'

Melanie J. Snyder
General Counsel

Approved as to legal form for FRPR

Brent E. Butzin
General Counsel

Exhibit A
Description of the Services

All Services provided under this Agreement will comply with Colorado Fair Campaigns Practices Act, the Colorado Uniform Election Code and all other applicable federal, state, and local law. All Services will remain strictly informational and educational in nature, and will adhere to general governmental public engagement standards, and accessibility requirements. Consistent with applicable law, Services shall not include advocacy, electioneering, campaign activity, or any communication intended to influence the outcome of any related election or ballot measure.

The scope of services/eligible activities includes three categories: (1) Communications; (2) Public Engagement; and (3) Station Area and Operations Planning.

Communications

FRPR will implement a comprehensive communications program to support public awareness, stakeholder engagement, and to engage the public on FRPR's draft Delivery Plan for Colorado Connector (CoCo) passenger rail service and gather feedback.

Communications activities eligible for anticipated expenditures reflected in the table in Exhibit B are limited to efforts conducted within or directly serving RTD boundaries.

The communications program includes the following components:

Paid Media
Develop and execute a paid media strategy to engage the public on the draft Delivery Plan, and provide factual information regarding the Colorado Connector project within the RTD service area. Paid media activities will be coordinated with the overall Public Engagement Strategy to ensure consistency of messaging, timing, and audiences.

Paid Social Media
Implement a paid social media program across relevant platforms to reach audiences within the corridor. Paid social media activities will include audience segmentation, performance monitoring, and reporting. Content will be aligned with engaging the public on the draft Delivery Plan.

Paid Media and Paid Social Media Restrictions

Paid media and paid social media shall:

- Be limited to factual, objective, and educational activities related to transportation planning, public engagement, and public information regarding the Colorado Connector project.

Paid media and paid social media shall not:

- Include or support advocacy on behalf of FRPR to influence the outcome of any election or ballot measure; or
- Encourage any person to support any election or ballot measure.

Earned Media Strategy
Execute an ongoing earned media strategy to facilitate transparent, accurate, and timely public communication regarding the draft Delivery Plan and overall Colorado Connector project. Earned media activities will be limited to factual public information and education efforts, including:

- Development of factual project information, background materials, and written communications to keep the public and media accurately informed of project status, milestones, and opportunities for participation;
- Preparation of press releases and written statements that convey accurate, objective project information to media outlets serving the corridor;
- Coordination of press events and media briefings designed to inform the public and press of project developments, planning processes, and engagement opportunities;
- Preparation of leadership talking points and background briefs to ensure that District officials and designated spokespersons can accurately and consistently communicate factual project information in public forums; and
- Dedicated earned media communications support, including press operations, ongoing media monitoring, and media analysis. This support will ensure the District is positioned to respond promptly to media inquiries, track coverage across outlets, and assess the effectiveness of earned media efforts on a rolling basis.

Relational Engagement Platform
Management of relational engagement platform to support stakeholder relationship tracking, outreach coordination, and communications management.

Video Production
Production of video content to engage the public on the draft Delivery Plan, and provide educational information and community outreach, including:

- **Station Area Educational Videos** providing community-specific information about proposed station locations, access, and local connectivity; and
- **Full System Overview Educational Videos** providing a comprehensive overview of the Colorado Connector service, corridor, and project timeline.

Digital Media Management
Active management of the District's digital media presence, including website content, social media accounts, and digital communications channels. Digital media management will ensure that public-facing content is current, accurate, accessible, and aligned with the engagement and communications strategy.

Digital Advertising and Post Production
Develop, place, and manage digital advertising to provide information regarding the draft Delivery Plan, and public engagement and outreach goals. Post-production services to support the refinement and distribution of video, graphic, and multimedia content across digital platforms.

Educational Mailings and Communications
FRPR will develop and distribute educational mailings and written communications to corridor residents and stakeholders. Mailings will be used to inform the public of project milestones, upcoming engagement opportunities, and key project information. This will be focused within the RTD boundaries.

Strategic Communications and Branding

- Ensuring consistent factual information regarding FRPR and the Colorado Connector project;
- Ensuring consistent branding across communications; and
- Providing clear, accurate, and accessible factual information regarding the Colorado Connector project.

Graphics and Messaging Refinement
Ongoing graphic design and messaging refinement services to support all communications and outreach activities. Graphics will be developed to District standards and adapted as needed to serve diverse audiences, platforms, and formats.

Contracted Communications Director
Contracted Communications Director responsible for ensuring that all media coverage, public-facing communications, and branding elements related to outreach activities are timely, consistent, accurate, and aligned with the overall engagement strategy. The Contracted Communications Director will serve as a senior strategic resource overseeing the integration of all communications functions.

Public Engagement

Implement a comprehensive outreach and education strategy and program designed to inform Front Range corridor communities about the Colorado Connector project, the Delivery Plan, project features, planning process, and opportunities for public participation. Outreach and education materials will be produced in multiple languages and formats to ensure accessibility across demographic groups.

To successfully implement the public engagement program, FRPR will maintain sufficient staffing and contracted resources to manage and oversee all public engagement activities, implement systematic data collection and analysis practices across all public engagement activities, and conduct and maintain an ongoing power mapping process to identify key community leaders, elected officials, organizations, business associations, and other key stakeholders across the corridor.

Public Engagement activities eligible for anticipated expenditures reflected in the table in Exhibit B are limited to efforts conducted within or directly serving RTD boundaries.

Town Hall Events

Plan, produce, and execute approximately ten (10) town hall events at accessible venues distributed geographically across the FRPR. Town hall events will:

- Be held at publicly accessible locations, including community centers, libraries, government facilities, and other venues appropriate to the host community
- Provide residents a direct opportunity to learn about the project and submit feedback to District officials
- Be supported by contracted town hall production management specialists responsible for logistics, facilitation, and documentation

Community Outreach Events

In addition to town halls, FRPR will conduct approximately 50 targeted outreach events. These events will include, but are not limited to, tabling activities at community centers, libraries, universities, farmers markets, neighborhood gatherings, and other locally relevant venues.

Digital Public Engagement

Implement a robust digital public engagement program as a complement to in-person activities. Digital engagement will include, but is not limited to:

- Social media campaigns across platforms to provide factual information, announce public engagement opportunities, and solicit public input;

- Online open houses and virtual public meetings accessible to residents across the corridor;
- Interactive digital tools;
- Maintenance of a public-facing engagement webpage with up-to-date event information, materials, and opportunities to participate; and
- Email and mailing list communications to keep registered community members informed of project milestones and upcoming events.

Station Area and Operations Planning

Station area and operations planning to advance the development of the Colorado Connector service. Station area and operations planning activities eligible for anticipated expenditures reflected in the table in **Exhibit B** are limited to efforts conducted within or directly serving RTD boundaries.

Station Area Planning
Station Area Plans for proposed Colorado Connector station locations. Station Area Plans will provide a framework for land use, multimodal access, first- and last-mile connectivity, and community integration around each proposed station location. Activities include:

- Existing conditions analysis, including land use, demographics, transportation infrastructure, and connectivity;
- Identification of multimodal access opportunities, including connections to RTD fixed-route and rail services, bicycle and pedestrian infrastructure, and vehicular access;
- First- and last-mile connectivity strategies tailored to the characteristics and needs of each station community; and
- Coordination with local governments, planning agencies, and property owners regarding station area plans.

Polling
Polling will be conducted by qualified research professionals using methodologically sound sampling and analysis practices. All polling activities will comply with applicable laws governing the use of public funds for research purposes.

Financial Modeling
Financial modeling activities include the development of a flexible, financial model capable of evaluating multiple District-defined implementation scenarios, including base case and alternative scenarios that may vary by timing of capital expenditures, origin-destination pairs, service level assumptions, and financing structures. The model will support analysis of sales and

use tax revenue requirements, debt capacity, and financing structures, with capital and operating costs allocable by geography or service coverage area and by funding partner, including RTD, CDOT, the Colorado Transportation Investment Office, and the District. Debt metrics will be presented in a manner that addresses Taxpayer's Bill of Rights (TABOR)-related considerations, including estimates of principal, maximum annual debt service, and total debt service.

Research and Data Analysis
FRPR will conduct and manage research and data analysis activities to support station area and operations planning. All research and data analysis activities will be conducted using industry-standard methodologies and will be documented in a manner that supports federal planning requirements and public accountability.

Coordination with Class 1 Railroads
Coordination with Class 1 railroad partners on all planning and operational matters related to the use of existing freight rail corridors for Colorado Connector service. Including, but not limited to:

- Ongoing engagement with BNSF Railway and Union Pacific regarding infrastructure requirements, capital improvement needs, and operational constraints within the shared corridor;
- Participation in technical working sessions with railroad partners to identify and resolve issues related to scheduling, capacity, safety, and track access; and
- Coordination on station platform design, siding requirements, and other infrastructure elements requiring railroad review and approval.

Operations Planning
Advance operations planning for Colorado Connector service. Activities may include:

- Development of service design concepts, including proposed station stops, service frequency, schedule, and run times;
- Identification and evaluation of rolling stock options suitable for operation within existing freight rail corridors;
- Development of operating assumptions and service parameters to support financial modeling activities;
- Coordination with RTD on operational interfaces, including shared station facilities, passenger connections, ticketing integration, and schedule coordination; and
- Preparation of operations planning documentation to support the SDP, National Environmental Policy Act (NEPA) review, and federal funding applications.

Operations planning activities will be conducted in close coordination with RTD, CDOT, the Colorado Transportation Investment Office (CTIO), and other members of the Joint Service Executive Oversight Committee and will be consistent with the intergovernmental agreements governing those relationships.

Exhibit B
Description of the RTD Funding

RTD shall contribute up to $3,000,000 towards FRPR's costs of completing the Services, as described in **Exhibit A**, for the period June 3, 2026, through the earlier of any action by the FRPR Board's to refer a ballot measure or August 31, 2026. Should the Services be reduced from those outlined in **Exhibit A** and **Exhibit B**, payment may be reduced accordingly.

Services within the RTD boundaries are eligible for anticipated expenditures reflected in the tables below. The Parties acknowledge that FRPR district-wide expenditures that cannot be specifically geographically allocated may be invoiced to RTD at a 67% ratio, reflecting that approximately 67% of the population residing withing the FRPR boundaries also reside within RTD's boundaries (approximately 1.7 million of a total 2.5 million in FRPR).

The Parties further acknowledge that FRPR will invoice RTD in advance of the delivery of certain Services provided hereunder, subject to verification and audit of the Services performed as provided for in this Agreement. FRPR anticipates submitting two invoices on July 6, 2026, and July 27, 2026 (estimated) for the Services to be performed under this Agreement. Anticipated expenditures for each category of Services summarized in **Exhibit A** are as follows:

Expenditure Type	Total Anticipated Expenditure	Amount of Expenditure anticipated with in RTD District	Anticipated July 6 RTD Payment Request	Anticipated July 27 RTD Payment Request
Communications	$2,469,250.00	$2,135,897.50	$1,914,959.30	$220,938.20
Public Engagement	$749,250.00	$514,457.50	$352,937.75	$161,519.75
Public Engagement Program	$522,000.00	$349,740.00	$219,935.00	$129,805.00
TOTAL	**$3,740,500.00**	**$3,000,095.00**	**$2,487,832.05**	**$512,262.95**

Further breakdown of the Services for each category in **Exhibit A** are summarized on the following pages:

Communications

Expenditure Type	Total Anticipated Expenditure	Amount of Expenditure anticipated within RTD District	Anticipated July 6 RTD Payment Request	Anticipated July 27 RTD Payment Request
Paid Media	$1,450,000.00	$1,363,000.00	$1,363,000.00	$0.00
Paid Social Media	$150,000.00	$100,500.00	$70,350.00	$30,150.00
Relational engagement platform	$35,000.00	$23,450.00	$23,450.00	$0.00
Video Production: Station Area Educational Videos	$103,150.00	$69,110.50	$55,288.40	$13,822.10
Educational Videos Full System overview	$15,000.00	$10,050.00	$10,050.00	$0.00
Digital Media Management	$75,000.00	$50,250.00	$35,175.00	$15,075.00
Contracted Communications Director.	$60,000.00	$40,200.00	$28,140.00	$12,060.00
Digital Advertising and Post Production	$36,100.00	$24,187.00	$16,930.90	$7,256.10
Earned Media Communications Support	$45,000.00	$30,150.00	$15,075.00	$15,075.00
Educational Mailing and Communications	$500,000.00	$425,000.00	$297,500.00	$127,500.00
Messaging Refinement and Graphics	$75,000.00	$50,250.00	$40,000.00	$10,250.00
Communications	**$2,469,250.00**	**$2,135,897.50**	**$1,914,959.30**	**$220,938.20**

Public Engagement

Expenditure Type	Total Anticipated Expenditure	Amount of Expenditure anticipated within RTD District	Anticipated July 6 RTD Payment Request	Anticipated July 27 RTD Payment Request
Public Engagement Program	$525,750.00	$322,000.00	$218,735.00	$103,265.00
Public Engagement Strategy, Management, and Oversight	$64,000.00	$42,880.00	$30,016.00	$12,864.00
Digital Engagement	$159,500.00	$106,865.00	$73,943.00	$32,922.00
Public Engagement	**$749,250.00**	**$514,457.50**	**$352,937.75**	**$161,519.75**

Station Area and Operations Planning

Expenditure Type	Total Anticipated Expenditure	Amount of Expenditure anticipated within RTD District	Anticipated July 6 RTD Payment Request	Anticipated July 27 RTD Payment Request
Station Area and operations planning including: Development of Station Area Plans, Polling, Financial Modeling, Research and data analysis, coordination with Class 1 Railroads, Operations planning.	$522,000.00	$349,740.00	$219,935.00	$129,805.00
Public Engagement	**$522,000.00**	**$349,740.00**	**$219,935.00**	**$129,805.00**

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Exhibit C
Performance Expectations

All FRPR Services must meet or exceed performance specifications as described below:

A. The Parties agree that to be eligible for RTD Funding, the Services must support multimodal integration planning, coordination and integration efforts and related public engagement and communications within the RTD district.

B. Public engagement and communications Services must be educational and may not refer to nor advocate support for any potential FRPR ballot measure.

C. Each monthly FRPR invoice must include a signed affirmation that all Services provided and submitted for RTD Funding have been specifically reviewed for compliance with the terms of this Agreement and are not otherwise covered by any other grant funding agreement.

D. All Services must be completed prior to any action taken by the FRPR Board to refer a ballot measure.

Exhibit D
Communication and Notices – Contacts

For FRPR:

Front Range Passenger Rail District
1800 W. 33rd Ave., Suite #200
Denver, Colorado 80211
Attn: Sal Pace, General Manager
719.250.8492
sal.pace@frprdistrict.com

For RTD:

Regional Transportation District
1660 Blake St.
Denver, Colorado 80202
Attn: Jack Kroll, Executive Manager Board Office
303.299.2307
jack.kroll@rtd-denver.com

Exhibit E
Special Provisions

REPORTS. On a monthly basis, FRPR or its designated agent will submit a report to RTD providing a summary of Services. The Monthly Report must include the following: (1) narrative summary of the Services completed for the reporting period; (2) financial summary of expenditures for the reporting period and cumulative to date; (3) related FRPR subcontractor invoices and engagement or communication materials and engagement metrics, as applicable; and (4) any other information that RTD otherwise reasonably requests.

ADDITIONAL RECORD KEEPING AND REPORTING REQUIREMENTS. In addition to the requirements set forth in Section 7 of this Agreement, FRPR or its designated agent will maintain and make available for RTD audit, records of all Services, including any public engagement or communication materials, and any other information RTD requests.

ENGAGEMENT AND COMMUNICATION MATERIALS. FRPR may provide RTD with copies of any proposed engagement and communication materials for the Services. RTD will have ten (10) business days to review any materials and provide comment to FRPR. RTD, in its sole discretion, will have final say on whether any engagement and communication materials prepared for the Services comply with this Agreement and are eligible for Funding.

LEGAL COMPLIANCE: FRPR shall require its staff and subcontractor(s) providing the Services to understand and comply with Colorado's Fair Campaign Practices Act, Taxpayer's Bill of Rights, and the Uniform Election Code of 1992.

FRPR FINANCIAL CONTRIBUTION: In the event the FRPR Board approves the referral of a ballot measure, regardless of the outcome of any election, the Parties agree to discuss a financial contribution from FRPR to RTD, subject to appropriation by the FRPR Board. Any future financial contribution from FRPR to RTD shall be documented in a separate written agreement executed by both Parties.

EXHIBIT F

REGIONAL TRANSPORTATION DISTRICT
INSURANCE & BOND REQUIREMENTS
FUNDING INTERGOVERNMENTAL AGREEMENTS

PUBLIC ENTITY
SELF-INSURANCE ACKNOWLEDGEMENT

FRPR (for purposes of insurance referred to as "Contractor" in this **Exhibit F**) is a governmental entity that is either self-insured for or agrees to maintain the coverages set forth below. FRPR shall have the right to comply with and satisfy any or all of its insurance obligations under this Agreement in lieu of actually obtaining the applicable insurance policies by notifying RTD of FRPR's election to be self-insured as to the applicable insurance coverage. The same coverages and limitations prescribed herein shall apply. If requested by RTD at any time, FRPR shall provide RTD with a letter of such self-insurance in a form reasonably acceptable to RTD.

In addition, FRPR shall procure and maintain the following types of insurance, at minimum, with an insurer or insurers and in a form satisfactory to RTD:

General

All defined terms contained in this **Exhibit F** shall have the same meaning ascribed to them in this Agreement.

The Contractor shall procure and maintain, and continuously maintain in full force and effect for the term of this Agreement, all insurance policies specified in this **Exhibit F**. The Contractor shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under this Agreement, and liability of Contractor under this **Exhibit F** shall not be limited to coverage provided under said insurance policies. The Contractor and its subcontractors shall remain solely and fully liable for all deductibles/Self-Insured Retentions (SIRs) and amounts in excess of the coverage actually realized.

Commercial General Liability

At all times during the performance of this Agreement, the Contractor shall have and maintain Commercial General Liability Insurance with minimum limits of liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than $2,000,000 per occurrence, $2,000,000 in aggregate.

Professional Liability/Public Officials

Professional Liability/Public Officials (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

Commercial Automobile Liability Insurance

At all times during the performance of this Agreement, the Contractor, to the extent applicable to the scope of its Services, shall have and maintain Automobile Liability Insurance insuring against claims for bodily injury and property damage arising out of the ownership, maintenance or use of all owned/leased as well as hired and non-owned vehicles. The Automobile Liability policies shall have minimum limits of liability as follows:

Amount of Coverage: $1,000,000 combined single limit

Workers' Compensation and Employer's Liability Insurance

At all times during performance of this Agreement, the Contractor shall have and maintain Workers' Compensation Insurance sufficient to meet its applicable statutory obligations to provide benefits for its contractual and statutory employees with claims of bodily injury or occupational disease (including resulting death).

The **Contractor** shall provide Employer's Liability Insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by its contractual and statutory employees with minimum limits of liability as follows:

Amount of Coverage: $1,000,000

Endorsements, Waivers and Related Requirements

Prior to performing any Work, the Contractor shall furnish RTD with proof of insurance and a certificate of insurance for each of the Contractor's policies. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

A. The Contractor shall request its insurance policies contain language requiring the insurer to provide FRTD with 30 calendar days' advance notice of cancellation of policies by Registered or Certified mail. Failure to provide the notice shall be breach of this Agreement and this Agreement may be terminated. Any notice of changes, cancellation or intent to

not renew shall be provided to the designated RTD Department or Division as provided herein. Such notice requirement does not waive the insurance requirements contained herein.

B. For the insurance specified herein, RTD and its members, directors, officers, employees and agents shall be named as an additional insured (except Workers' Compensation and Professional Liability) and in any insurance Contractor requires of its subcontractors when allowed by endorsement.

C. The Contractor and its agents and employees waive all rights of subrogation against RTD for any liability and workers' compensation claims they incur in relation to this Agreement and agree to have all such policies appropriately endorsed with a Waiver of Subrogation endorsement and in any insurance Contractor requires of its subcontractors when allowed by endorsement.

D. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. The amount of insurance must be **at least** equal to the limits of liability required herein.

Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have at a minimum an AM Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) or equivalent from similar rating agency and shall be subject to prior approval by RTD. Each insurance company's rating as shown in the latest AM Best Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

Premiums, Deductibles and Self-Insured Retentions

The Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for all deductibles and self-insured retentions.

Certificate of Insurance

The Contractor will deliver to the designated RTD Department or Division a certificate of insurance with respect to each required policy to be provided by the Contractor upon request. The required certificates must be signed by the authorized broker or agent representative of the insurance

company shown on the certificate and authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements, waivers, and related requirements described above shall be attached to the certificates of insurance when submitted to RTD. A certified, true and exact copy of each insurance policy (including renewal policies) required of Contractor under this Agreement shall be provided to RTD if so requested within three (3) business days.

Maintenance of Coverage and Renewal Policies

No less than 21 calendar days prior to the expiration date of any policy to be provided by the Contractor, the Contractor shall promptly deliver to RTD proof of insurance required by the terms specified herein for at least the next twelve months after the expiration date of any policy. Such insurance may be either a renewal policy or a new policy or policies.

No Recourse

There shall be no recourse by any party, insurer, the Contractor
against RTD for the payment of premiums, deductibles, self-insured retentions or other amounts with respect to the insurance required from the Contractor.

Failure to Provide or Maintain Insurance Coverages

The Contractor's failure to have or maintain any of the insurance coverage required herein shall constitute a breach of this Agreement. In addition to the remedies that RTD may have under the insurance specified herein, RTD may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or RTD may procure substitute insurance. The Contractor is responsible for any costs incurred by RTD in maintaining the insurance coverage required by the terms specified herein or providing substitute insurance. Such costs may be charged to the Contractor or may be deducted from any sums due and owing to the Contractor.

BOND REQUIREMENTS

None required.