

**RESOLUTION NO. 2025-13
OF THE FRONT RANGE PASSENGER RAIL DISTRICT
AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE AND EXECUTE A
CONTRACT WITH SE2, INC. FOR TOWN HALL PRODUCTION MANAGEMENT**

WHEREAS, pursuant to Section 32-22-101, *et seq.*, C.R.S. (the “Act”), the Front Range Passenger Rail District (the “District” or “FRPRD”) was established as a body politic and corporate and a political subdivision of the state to research, develop, construct, operate, and maintain an interconnected passenger rail system within the front range that is competitive in terms of travel time for comparable trips with other modes of surface transportation; and

WHEREAS, except as otherwise specifically provided, the Board of Directors of the District (the “Board”) exercises and performs all powers, privileges, and duties vested in or imposed upon the District in the Act; and

WHEREAS, Section 32-22-105(2)(g)-(h), C.R.S., authorizes the Board to appoint, hire, and retain engineers and other professional consultants, and to prescribe methods for the performance or furnishing of labor, materials, or supplies that may be required to carry out the purposes of the Act; and

WHEREAS, the District is engaged in comprehensive Phase 1 planning, outreach, and readiness work in advance of a potential 2026 ballot referral; and

WHEREAS, the District has issued a competitive solicitation for the professional management and production of 30–40 in-person Town Hall meetings across the District during the January–May 2026 engagement period to support the District’s responsibility to conduct broad, accessible, and informative community engagement prior to a potential 2026 ballot referral; and

WHEREAS, after review of all submissions, District staff recommend selecting SE2, Inc., whose proposal is responsive, cost-competitive, and aligned with the District’s requirements for scalable, relational organizing and engagement; and

WHEREAS, SE2, Inc., will perform the following tasks, consistent with its proposal and as modified herein:

- Manage, produce and deliver 30–40 in-person Town Halls;
- Manage weekly strategy meetings;
- Produce event-specific recap memos;
- Create standardized event materials packages;
- Complete Final Closeout Report(s); and
- Coordinate with the District’s outreach ecosystem; and

WHEREAS, SE2, Inc., has proposed a total project fee of \$65,000, with a deliverables-based structure and payments scheduled upon completion of work milestones; and

WHEREAS, the District wishes to ensure that Alvina Vasquez of SE2, Inc., will serve as the designated point of contact for all work performed under this contract; 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 a following Board meeting; and

WHEREAS, the Finance Committee has reviewed the proposed scope and cost and recommends authorizing the General Manager to negotiate and execute a contract with SE2, Inc.; and

WHEREAS, the Board now desires to authorize the General Manager to negotiate and execute a contract with SE2, Inc., pursuant to the proposed scope and price.

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

1. Authorization to Negotiate and Execute.
The Board hereby authorizes the General Manager to negotiate and execute a contract with SE2, Inc., in a form approved by the District's general counsel and consistent with the scope and fee structure outlined above.
2. Contract Amount.
The negotiated contract shall not exceed \$65,000 in total compensation without further Board approval.
3. Designated Point of Contact.
The contract shall specify that Alvina Vasquez will serve as the exclusive point of contact and lead personnel managing all deliverables on behalf of SE2, Inc.
4. Deliverables-Based Structure.
The General Manager shall ensure that payments are tied to completion of clearly defined deliverables, consistent with the performance-based structure proposed.

APPROVED this 21st day of November 2025.

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

Chair

ATTEST:

Joan Peck
Secretary

AGENCY MASTER SERVICES AGREEMENT

This AGENCY MASTER SERVICES AGREEMENT (“**Agreement**”) is entered into by and between E-Squared Communications Group, Inc. d/b/a SE2 (“**Agency**”) and Front Range Passenger Rail District (“**Client**”) (together the “**Parties**”, and each a “**Party**”) as of the date the last Party hereto signs this Agreement (“**Effective Date**”).

Background

Agency is a full-service marketing and advertising agency, providing marketing and communications services to clients throughout the United States. Client desires to engage Agency to provide its services, and Agency desires to accept the engagement, in accordance with the terms and conditions of this Agreement.

Terms & Conditions

1. Scope of Services. Agency will provide Client with the services and deliverables (the “**Services**”) set forth in the Statement of Work (“**SOW**”) attached hereto and incorporated herein as an exhibit. Should Client request Agency to perform additional services beyond the scope of those identified in the attached SOW, such additional services shall be set forth in a separate SOW, or other writing executed by the Parties, which shall be subject to, and considered part of, this Agreement. For the avoidance of doubt, Agency is not required to provide the Services or grant any rights hereunder until Agency receives a signed copy of this Agreement and any applicable SOWs, and payment of all amounts due hereunder. Any services outside the scope of the applicable SOW shall be subject to the issuance of an additional SOW entitled *Scope of Work Change Order*. In the event Agency and Client cannot come to an agreement on a modification of all or some portion of the SOW, Agency reserves the right to retain the payments of fees received to date.

2. Intellectual Property Ownership.

2.1. Subject to the limitations of this Section 2, all work, campaigns, trademarks, service marks, slogans, artwork, written materials, drawings, photographs, design and graphic materials, software code, mobile applications, or other materials that are subject to copyright, trademark, patent or other intellectual property protection that is developed or produced by Agency in fulfillment of this Agreement (the “**Work Product**”) shall be the property of the Client provided: (i) such Work Product is accepted by the Client within two (2) months of being proposed by Agency; and (ii) Client has paid all fees and costs associated with creating or producing such Work Product. Subject to and upon fulfillment of the foregoing conditions, all title and interest to the Work Product shall vest in Client as “works made for hire” within the meaning of the United States copyright laws. To the extent that title to any such Work Product is not considered a work made for hire pursuant to law, Agency hereby transfers and assigns its rights in and to such Work Product to Client.

2.2. It is understood that Agency may, on occasion, license materials from third parties for inclusion in the Work Product. In such circumstances, ownership of such licensed materials remains with the third-party licensor and subject to the terms of the applicable third-party license. In those instances, Client agrees that it will be bound by the terms of such third-party license(s). Agency will keep Client informed of any such limitations.

2.3. To the extent any pre-existing Agency property is contained in any of the Work Product (including, but not limited to, any works of authorship, inventions, know-how, and/or source identifying matter that is created, developed, or conceived by or on behalf of Agency), Agency, upon the satisfaction of the conditions set forth in section 2.1, grants to Client a limited, royalty-free, non-exclusive, perpetual, non-assignable, worldwide license to use such Agency property solely in connection with Client’s use of the Work Product as contemplated by this Agreement.

2.4. Agency shall be permitted to display all completed Work Product, after such Work Product is accepted and implemented by Client, in Agency’s work portfolio in print, digital and online formats for Agency’s promotional purposes, including the submission of any completed and published Work Product in any relevant award competitions. Client grants to Agency, and Agency accepts from Client, a limited, non-exclusive license to display the completed, accepted and implemented Work Product for such purposes.

2.5. Where Client has supplied to Agency any artwork, logos, images, copy or other written, graphic or pictorial materials (the “**Client Content**”) in connection with the performance of the Services, Client hereby gives and grants to Agency a limited non-exclusive license and right to utilize, display, and reproduce such Client Content in connection with the performance of Services. Client covenants that the Client Content supplied to and utilized by Agency will not infringe upon or violate any third party’s rights.

3. Term. Unless otherwise specified in a SOW, the term (the “**Term**”) of this Agreement will commence on the Effective Date and shall automatically renew on the anniversary of the effective date unless terminated earlier in accordance with Section 4 of this Agreement.

4. Termination.

4.1. Either Party may terminate this Agreement or any SOW for any reason on thirty days’ written notice to the other Party.

4.2. Either Party may terminate this Agreement or any SOW if the other Party fails to perform or otherwise materially breaches any of its obligations, covenants or representations, and fails to remedy such failure or breach within thirty days after the injured Party delivers notice to the breaching Party reasonably detailing the breach.

4.3. During the applicable notice periods, Agency’s rights, duties, and responsibilities shall continue. Client shall be responsible for payment of all Agency fees incurred in connection with the services performed for or delivered to the Client, as well as all out-of-pocket costs, and expenses paid or advanced to third parties by Agency on behalf of the Client, prior to the effective date of termination.

4.4. Upon termination of the Agreement, Agency will, upon Client’s request, return, transfer and/or assign to Client: (1) all proprietary information or materials in Agency’s possession or control belonging to Client, subject, however, to any rights of third parties; and (2) any contracts with third parties, including advertising media, production partners, or others, upon being duly released by Client and any such third party from any further obligations. Client shall bear the costs associated with the transfer of Client Content to Client.

4.5. Expiration or termination of this Agreement shall result in the automatic termination of all SOWs then in effect. Expiration or termination of any or all SOWs shall not, by itself, result in the termination of this Agreement or any other SOW.

5. Compensation and Billing Procedure. Client will pay fees and costs to Agency as detailed in the SOW. Agency will generally send Invoices monthly, and payment for the charges itemized in the Invoices will be due within thirty days of Client’s receipt of Invoice. Interest will be charged at the rate of 1.5% per month on all overdue invoices that remain unpaid 30 days after issuance. In the event of any non-payment, Agency is entitled to recover from Client any costs of collection, including attorney fees and costs. Agency’s prevailing rates for services, as set forth on the SOW, are subject to adjustment on a periodic basis to reflect increases in its internal costs or market conditions. Any such change in Agency’s rates will be detailed to Client in writing at least 30 days prior to such change. In the event a deposit is requested per the SOW, such deposit will be in the amount set forth on the SOW, will be non-refundable, and is due upon signature of this Agreement. In the event a retainer is requested, such retainer will be in the amount set forth on the SOW and due on the date set forth on the SOW. All retainer payments will be credited to the Client’s account and reconciled with all hourly fees billed by Agency. Agency will invoice Client for all media, video production, photography/illustration buyouts, and third-party costs or fees prior to incurring such costs or fees, and Client will pay all such costs, plus the Agency’s industry-standard commission rate, which is 15% of net receipts, for media and the standard markup for video production, photography/illustration buyouts and third-party costs or fees, in full upon receipt of invoice. Agency may delay the procurement of any third-party goods or services on Client’s behalf until receipt of full payment for same. Alternatively, Agency may arrange for direct billing to Client of such costs or fees.

6. Client Approvals and Review.

6.1. Client shall provide timely reviews and approvals of the deliverables and timely responses to Agency inquiries related to all aspects of the Services. Client shall designate in writing the individual or individuals with whom the Agency will communicate regarding all aspects of the Services or this Agreement. In the event of a delay by Client in granting any necessary authority or approval to Agency, which delay causes an increase in fees or costs associated with the Services, or a delay in the completion date of any deliverable, Client shall be solely responsible for such increased costs and delayed completion dates; and agrees to pay the associated increased fees and costs to Agency, including any dormancy or restart fees charged by Agency. Client will also assume responsibility for any increased fees or costs for delayed work completion by third parties arising out of any delayed grant of necessary authority or approvals.

6.2. Client will ensure that all facts reasonably within Client's knowledge that are stated in all Client Content and Client materials provided to Company, or in any deliverables incorporating such Client Content or materials, are substantially true and not materially misleading. Client will have the exclusive responsibility to ensure that the materials created or developed by Agency conform to all requirements or restrictions imposed by law on Client's business. Client agrees that Agency has no obligation to conduct such due diligence or provide any regulatory compliance services or legal review of any kind of any Client Content or deliverables.

7. Confidentiality and Safeguard of Party's Property.

7.1. Client and Agency each agree to keep in confidence, and to not disclose or use for its own respective benefit, or for the benefit of any third party (except as may be required for the performance of services under this Agreement or as may be required by law), any Confidential Information of the other party in its possession. Confidential Information shall include, without limitation, marketing, technical, financial and business information and models, names of potential customers or partners, proposed business deals, reports, plans, market projections, software programs, data, or any other confidential and proprietary information relating to the work, and all of Agency's proprietary information including original proposals, recommendations, concepts or ideation related to Client's business. Agency and Client will each take reasonable precautions to safeguard the Confidential Information of the other entrusted to it, and shall not disclose the Confidential Information of one another to any third party without the authorization of the disclosing party.

7.2. The term Confidential Information herein excludes any data or information that is already known by or in possession of the receiving party at the time it is disclosed to the receiving party, or that: (i) has become generally known to the public through no wrongful act of the receiving party; (ii) has been lawfully obtained by the receiving party from a third party without restriction on disclosure of it, and without a knowing or intentional breach of the receiving party's obligations to the third party or the other party; (iii) has been approved for release by written authorization by the other party; (iv) has been disclosed pursuant to a requirement of a governmental agency or law without similar restrictions or other protections against public disclosure, or is required to be disclosed by operation of law; (v) is independently developed by the receiving party without use, directly or indirectly, of the Information received from the other party; or (vi) is furnished to a third party by the disclosing party hereunder without restrictions on the third party's right to disclose the information.

7.3. All Confidential Information shall be kept confidential by the Parties following the termination or expiration of this Agreement. Agency will not use any Confidential Information of Client for any purpose other than to perform its work and obligations to Client pursuant to this Agreement.

8. Mutual Non-solicitation. During any term of this Agreement and for a period of two (2) year(s) after the completion of any work or services pursuant to it, neither Agency nor Client shall (i) contact, solicit, divert or take away the other's employees whose names or identities were known by any means during the Agreement term and arising out of the Services to which the Agreement relates, (ii) attempt to cause any of the other's employees, independent contractors, vendors or consultants to refrain from working for or providing goods or services to the other; or (iii) assist any other person or persons in an attempt to do any of the foregoing. This Section 8 does not prevent either Party from issuing general solicitations or from hiring those personnel who respond to general advertisements or solicitations for employment that are not directed at the other Party's personnel.

9. Indemnities; Disclaimer of Warranty; Limitation of Liability.

9.1. Client agrees to indemnify and defend Agency for all damages and losses (including reasonable attorney's fees, costs and expenses) with respect to any claims or actions by third parties against Agency, including those by governmental or regulatory authorities, relating to or based upon materials furnished by Client, or where materials created by Agency are substantially modified by Client, including, without limitation, any claim for false or misleading advertising, libel, slander, piracy, plagiarism, invasion of privacy, or infringement of intellectual property. Client Content and any other information or data obtained by Agency from Client to substantiate claims made in advertising shall be deemed to be "materials furnished by Client."

9.2. Agency agrees to indemnify and defend Client for all damages and losses (including reasonable attorney's fees, costs and expenses) with respect to any claims or actions by third parties against Client based upon materials contained in the Work Product, other than materials furnished or substantially modified by Client, for all claims of piracy, plagiarism, or infringement of intellectual property.

9.3. Any party entitled to be indemnified pursuant to this Agreement ("**Indemnified Party**") shall provide prompt written notice to the party liable for such indemnification ("**Indemnifying Party**") of any claim or demand that the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement. The Indemnifying Party shall promptly undertake to discharge its obligations hereunder. Additionally, the Indemnifying Party shall employ counsel reasonably acceptable to the Indemnified Party to defend any such claim or demand. The Indemnified Party shall have the right to participate in the defense of any such claim or demand, at its own expense, and may settle or compromise such claim or demand, without prejudice to its rights hereunder. The Indemnified Party shall cooperate with the Indemnifying Party in any such defense.

9.4. In the event of any claim, demand, alleged loss, or alleged damage arising out of Work Product provided by Agency to Client, Agency's total liability to the Client shall not exceed the amount of fees or other compensation paid to Agency pursuant to this Agreement. Pass-through expenses such as postage and media costs shall not be considered to be fees or compensation. **UNDER NO CIRCUMSTANCES SHALL AGENCY BE LIABLE TO CLIENT FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE.**

9.5. **AGENCY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF EFFECTIVENESS, SPECIFIC RESULTS, OR SPECIFIC QUALITY OR QUANTITY OF RETURN OR RESPONSE RELATED TO THE WORK OR SERVICES IT PROVIDES TO CLIENT. EXCEPT AS MAY OTHERWISE BE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE WORK IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE WORK ARE EXPRESSLY DISCLAIMED AND EXCLUDED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF DEFECT, OR ACCURACY.**

9.6. This Section 9 shall survive the termination of this Agreement.

10. Commitments to Third Parties.

10.1. Unless otherwise agreed to in a signed writing by the Parties, Client appoints Agency as its agent for all purchases of media, production costs, engagement of talent, or other services and materials required to fulfill the Agreement or produce the Work Product. Client reserves the right to cancel any such authorization, whereupon on receipt of written notice of such cancellation, Agency will take all appropriate steps to affect such cancellation, provided that Client will reimburse, and hold Agency harmless, with respect to any costs incurred by Agency as a result.

10.2. For all media, production services, talent engagement, or other services or materials purchased by Agency on Client's behalf, Client agrees that Agency shall be held liable for payments only to the extent proceeds have cleared from Client to Agency for such third-party purchases or expenses; otherwise, Client agrees to be solely liable to the media or other relevant third party for any and all expenses incurred on behalf of Client.

11. ADA Compliance. Where Agency's scope of work includes the design and development and/or maintenance of Client's website or app, Client acknowledges and understands that, unless otherwise provided for in an applicable SOW, Agency's scope of work does not include ensuring compliance with the Americans with Disabilities Act ("ADA") website accessibility requirements. Client shall be responsible for providing any and all specifications concerning ADA compliance applicable to the Client. Agency shall be responsible solely for building to the specifications provided by the Client. Client further understands and acknowledges that, irrespective of any additional duties undertaken by Agency under an applicable SOW, accessibility of any content added to the site or app by Client such as video and images are the responsibility of the Client and any design changes or decisions requested by Client, regardless of whether Agency identifies such as potentially violating any ADA guidelines, will be made with the knowledge of the Client taking responsibilities for such decisions. Where Agency has expressly advised Client that the website satisfies the applicable ADA compliance standard, and it is later determined by the Client that any part of the website is not in compliance with said standard, Client will promptly inform Agency in writing of the noncompliance, and Agency shall, at no cost to Client, remediate website within the time period specified by Client.

12. Data Privacy Regulation Compliance. Where Agency's scope of work includes the use of Client data or information, or consumer information assembled or processed by Client, Client acknowledges and understands that, unless otherwise provided for in an applicable Statement of Work, Agency's scope of work does not include ensuring compliance with U.S. federal or international data privacy regulations. Client shall be responsible for providing any and all specifications concerning use of any consumer data provided to Agency by Client. Without limiting any indemnification obligation of Client, Client further agrees it will indemnify and hold Agency harmless from Client's negligence or intentional failure to comply with relevant privacy or data security laws and regulations, rules, or industry codes and guidelines, including the CCPA or GDPR, relevant to any Data in possession or control of Agency related to a SOW between the parties.

13. Right to Engage in Other Activities. Client acknowledges and agrees that Agency may provide services of the same or a similar nature as the Services for one or more third parties during and after the term of this Agreement and that, except as expressly provided in this Agreement, nothing in this Agreement will operate to impair, restrict, limit, or prohibit Agency from providing any such services.

14. Entire Agreement. This Agreement constitutes the sole Agreement of the Parties hereto and correctly states the rights, duties, and obligations of each Party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. No Joint Venture. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between the Parties. Agency is, and at all times will continue to be, an independent contractor.

16. Notices. Any notice shall be deemed given on the day of receipt if notice is transmitted by postal mail or commercial courier, or upon the date of transmission if transmitted electronically. Any notice required under this Agreement shall be delivered:

if to Agency, to: Susan Morrissey, CEO
SE2
2250 S. Delaware Street
Denver, CO 80223
303-892-9100
susan@se2changeforgood.com

if to Client, to: Sal Pace
719.250.8492
sal.pace@frprdistrct.com

17. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision hereof, each of which will remain in full force and effect, so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner materially adverse to any Party. Further, it is the intention of the Parties that, if any court construes any provision or clause of this Agreement, or any portion thereof, to be illegal, void, or unenforceable because of the duration of such provision, such court shall reduce the duration, and, in its reduced form, such provision shall then be enforceable and shall be enforced.

18. Force Majeure. Agency shall not be deemed in default of this Agreement to the extent that its performance is prevented or delayed due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance or act of terror, disruption of the public markets, war or armed conflict, pandemic, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.

19. Governing Law; Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles. Jurisdiction and venue for resolution of all disputes arising out of this Agreement shall be in Denver County, Colorado.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agency Master Services Agreement as of the Effective Date.

SE2

Front Range Passenger Rail

By: _____

By:  _____

Name/Title: _____

Name/Tite: Sal Pace _____

Date: _____

Date: 11/21/2025 _____



December 01, 2025

Sal Pace
General Manager
Front Range Passenger Rail

SE2 turns community voice into policy power. For nearly 30 years, we have supported public agencies, coalitions, and nonprofits in delivering large-scale community engagement that builds trust, deepens understanding, and strengthens informed participation. Our expertise spans multilingual outreach, public-sector communications, and culturally grounded engagement strategies.

We equip clients with clear, consistent messaging and coordinated materials through our SE2 PowerMap® Suite, ensuring partners move quickly with aligned content and high-quality execution. Our team has extensive experience producing statewide listening sessions, multi-county roadshows, and community meetings that are accessible, transparent, and encourage welcoming, inclusive participation.

SE2 blends data-driven strategy with story-driven engagement, bringing a proven approach to organizing, event production, and public messaging—particularly for agencies and coalitions serving diverse communities.

We would love to work with you on this important program.

Sincerely,

Alvina Vasquez
Principal
SE2



Town Hall Production Manager
Front Range Passenger Rail

SCOPE OF WORK

OBJECTIVE

Our approach focuses on delivering events that generate meaningful, lasting impact by elevating community and cultivating belonging. SE2 will oversee all logistics and production for 34–40 town halls between January and May 2026, ensuring consistent quality, accessibility, and a welcoming experience at every meeting.

STATEMENT

Deliverables:

Phase/Activity
Phase 1
<p>Roadshow Foundation</p> <ul style="list-style-type: none"> ● Finalize geographic distribution of events across the Front Range and Metro Denver ● Begin venue research and initiate booking conversations with priority locations ● Confirm target audiences and refine community outreach strategy ● Develop initial roadshow goals and foundational messaging architecture ● Align with District staff on branding direction, accessibility requirements, and event flow
Phase 2
<p>Creative & Engagement Toolkit</p> <ul style="list-style-type: none"> ● Finalize venue bookings and confirm availability windows ● Produce brand and visual identity for 2026 town hall series with support from District Branding consultant ● Draft posters, packets, slide decks, meeting FAQs, and participant post-meeting surveys ● Create Eventbrite templates and draft promotional materials ● Build a first version of the social media editorial calendar and graphics package ● Prepare storytelling prompts, testimonial capture tools, and briefing materials for organizers
Phase 3
<p>3a – Organizer Training</p> <ul style="list-style-type: none"> ● Train District staff, coalition partners, and station-area collaborators on materials and FAQs ● Walk through event flow, run-of-show, and storytelling collection, Friends of Front Range Rail platform signups ● Troubleshoot anticipated community questions



3b – Event Series Execution

- Host approximately eight events per month (seven in-person, one virtual, subject to District needs)
- Provide SE2 on-site staffing for every meeting
- Manage interpreter and childcare coordination
- Support AV coordination and venue liaison functions
- Conduct weekly debriefs to track themes, stories, and community questions
- Provide stories and social highlights for District channels
- Produce attendance summaries and brief post-event notes for each meeting

Phase 4

Closeout/Reporting

- Compile attendance totals and engagement metrics
- Provide photo and video documentation as available
- Summarize themes, recurring questions, and community needs
- Deliver final recommendations for ongoing engagement

Assumptions:

- Per RFP requirements, venue rental fees are reimbursed by the District and are not included in SE2 labor fees.
- District staff will provide timely approvals on branding, materials, and logistics to keep production timelines on schedule.
- District will supply speaker bios, talking points, and any required approval workflows.
- District handles direct relationships with elected officials and Board Members.
- Venues will provide baseline AV capacity; SE2 will coordinate but not supply all hardware unless specified.
- Interpreters and childcare providers will be pre-approved vendors or arranged with District guidance.

Exclusions:

- Paid media or advertising buys.
- Translation of long-form documents beyond event materials.
- Paid social content management beyond event promotion templates.
- Photography/videography production crews (SE2 provides documentation only when available).
- Catering or food services at events.
- Security services or crowd management beyond general coordination.
- Large-scale AV rentals (e.g., stages, lighting rigs, multi-camera livestreaming).
- Crisis communications or issues-management strategy.



FEES AND EXPENSES

All invoices will be delivered per the schedule below via e-mail.

Base Payments

- Base Payments
 - \$5,000 due upon contract execution and initiation of work.
 - \$5,000 due upon delivery of the Final Closeout Report and completion of all deliverables.
- Training Fees
 - \$3,000 per Organizer Training, for a total of three (3) trainings, equaling \$9,000.
- Event Support
 - \$1,000 per event. \$500 bonus for each event with more than 100 in-person attendees
- Engagement Toolkit
 - \$6,000 flat fee.

Total Investment: \$65,000

Total Contract Ceiling

- These costs are based on an allocation of 36 hours of support per month. Any work exceeding this monthly allotment will require prior notice and will be billed separately at the applicable rate.
- Venue rental fees, if paid by SE2, will be reimbursed separately and do not count toward the \$65,000 cap.
- If it appears that cap will be passed, SE2 will inform the District in a timely manner so the District may request Board approval to raise the cap.

Term and Timing

The engagement will begin upon contract execution and continue until:

- All 34–40 in-person Town Halls are completed
- The Final Closeout Report is submitted
- All recaps and deliverables have been accepted by FRPRD



CLIENT RESPONSIBILITIES

This project demands significant involvement from you and your team. Ultimate success is highly dependent on your effort. To help achieve a smooth and successful implementation, it will be your responsibility to perform the following:

- Sign Master Services Agreement
- Sign all SOW's and Change Orders
- Meet all requested deadlines for reviews and approval
- Provide all requested graphic and marketing materials including logos, etc.
- Provide sales tax exemption certificates (if any)
- Provide completed W-9
- Signed release forms as needed

The parties, intending to be legally bound, have caused this SOW to be executed by their authorized representatives on the dates set forth below intending this SOW to be effective as of the beginning date as set forth below.

E-Squared Communications, Inc. d/b/a SE2:	Front Range Passenger Rail
By: <i>Brandon Zelasko</i>	By: <i>Sal Pace</i>
Authorized Signature	Authorized Signature
Brandon Zelasko	Sal Pace
Print or Type Name of Signatory	Print or Type Name of Signatory



Principal	General Manager
Title	Title
11/21/2025	11/21/2025
Execution Date	Execution Date

Client e-mail address for purpose of delivering invoices:

Contact name:

Sal Pace

E-Mail Address:

sal.pace@frprdistrict.com

Phone Number:

719-250-8492

