

**RESOLUTION NO. 2025-10
OF THE FRONT RANGE PASSENGER RAIL DISTRICT**

**APPOINTING A GENERAL MANAGER AND AUTHORIZING EXECUTION OF A
CONTRACT WITH SALVATORE PACE**

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, 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)(b), C.R.S., authorizes the Board to adopt bylaws necessary for the government and management of the affairs of the District and the execution of the District’s powers and duties; and

WHEREAS, Section 32-22-105(1)(a), C.R.S., authorizes the Board delegate any of its powers to its officers and employees except those powers enumerated in the Act, and the Board has delegated certain powers to the position of General Manager of the District as described in the District’s Bylaws; and

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

WHEREAS, the current Interim General Manager has submitted her resignation to be effective November 3, 2025; and

WHEREAS, the District sought applications from qualified applicants in a public application process to fill the position of General Manager and the District selected Salvatore Pace as the only finalist for the position; and

WHEREAS, the Board desires to transfer the authority and obligations of the position of the General Manager of the District, as described in the Bylaws, to Salvatore Pace beginning October 27, 2025;


WHEREAS, the Board has reviewed the employment agreement between the District and Salvatore Pace (the “Employment Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the Board of the District that the Board hereby appoints Salvatore Pace as the General Manager of the District; confers all of the

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authorities and obligations of the General Manager specified in the Bylaws to the new General Manager starting October 27, 2025; and approves the execution of the Employment Agreement and expenditure of funds thereunder to compensate the new General Manager for the term.

APPROVED this 24 day of October 2025.


Chair

ATTEST:

Joan Peck

Secretary

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District Resolution No. 2025-10
Exhibit A*

**EXHIBIT A
Scope of Work**

[See Attached]

FRONT RANGE PASSENGER RAIL DISTRICT EMPLOYMENT AGREEMENT

This employment agreement (the "Agreement") is made and effective as of October 27, 2025, by and between the FRONT RANGE PASSENGER RAIL DISTRICT (the "District"), a body politic and corporate and a political subdivision of the State of Colorado created pursuant to Section 32-22-101, *et seq.*, C.R.S. and SALVATORE PACE (the "Employee"). The District and the Employee are each referred to herein as a "Party" and collectively as the "Parties."

In consideration of promises and other good and valuable consideration the Parties agree to the following:

I. Employee's Duties. The Employee agrees that they will act in accordance with this Agreement and with the best interests of the District in mind, which may require the Employee to present the Employee's best skills, experience, and talents to perform all the duties required of the position. In carrying out the duties and responsibilities of the position, the Employee agrees to adhere to any and all policies, procedures, rules, and regulations, as administered by the District. In addition, the Employee agrees to abide by all local, county, state, and federal laws while employed by the District.

II. Responsibilities. The Employee shall retain the job title of General Manager (the "Position") which shall involve the duties described in the Front Range Passenger Rail District General Manager job description attached as **Exhibit A** to this Agreement. The District may also assign additional duties to the Employee from time to time as directed by the Board of Directors of the District (the "Board"). The Employee is expected to work as a full-time employee of the District and not take other employment to the extent such work would interfere with the Employee's ability to work full-time for the District during regular business hours.

III. Employment Period. The District agrees to continue the Employee's employment for an initial period commencing on the effective date of this Agreement and ending on December 31, 2026 (the "Term"). The Employee's tenure shall be subject to renewal by the Board annually, with each renewal extending the Term for the subsequent calendar year. At the end of the Term, unless the Term is renewed, neither Party will have any further obligation to the other except as explicitly provided for in this Agreement.

a.) Employee's Termination. The Employee shall have the right to terminate this Agreement upon at least 30 days' notice to the District.

b.) District's Termination. The District shall have the right to terminate this Agreement without cause upon at least 30 days' notice to the Employee.

c.) Termination For Cause. The District shall have the right to terminate this Agreement for cause at any time.

After termination by any of the Parties, neither Party will have any further obligation to the other except for those provisions identified as surviving the termination of this Agreement and any obligations the Parties may have as a result of the Employee's membership on of the Board.

IV. Ballot Plan. The Employee shall prepare and obtain Board approval of a comprehensive District program (the “Ballot Plan”) for seeking voter authorization for the District to levy taxes to finance the establishment of an interconnected passenger rail system within the Front Range. The Ballot Plan will include a proposed plan and budget to cultivate broad stakeholder and public support for such a ballot question to succeed, and a plan and budget to meet the statutory prerequisites for placing a question on the ballot, including a proposed plan for developing the passenger rail service and a detailed financing plan.

V. Salary. As compensation for the services provided, the Employee shall be paid One Hundred Thirty Thousand Dollars (\$130,000) salary on an annual basis (“Compensation”). The Compensation is a gross amount that is subject to all local, state, federal, and any other taxes and deductions as prescribed by law. The Compensation shall be divided by twelve (12) and paid to the Employee on a monthly basis.

a.) Salary Increase Upon Full Resource Support for Execution of Ballot Plan.

Following Board approval of the Employee’s Ballot Plan, and upon the Employee’s demonstration to the Board’s satisfaction that existing District funds, together with secured written commitments, awards, or other allocations of financial or in-kind resources, are sufficient to execute the Ballot Plan, the District shall promptly conduct, or cause to be conducted, a comprehensive salary survey for all District positions, including the General Manager. The survey shall identify market-comparable compensation for equivalent roles within rail delivery and operations organizations of similar size and scope within the United States. Upon completion of the survey, the Employee’s salary set forth in Section V, along with the salaries of other District employees as applicable, shall be adjusted to reflect the median compensation determined through such survey. The Employee’s adjusted salary shall include pay retroactive to the date on which the Board confirmed that sufficient financial resources existed to support execution of the Ballot Plan contemplated in Section IV.

b.) Discretionary Bonuses. The Employee may receive additional bonuses based on performance factors, as approved by the Board in its sole discretion.

c.) Merit Increases. The Employee’s performance will be considered in establishing merit increases to the Compensation payable to Employee under any future extensions to this Agreement that are approved by the Board. The Board will also consider the Employee’s achievements with respect to other goals assigned by the District during the Term or any renewal period.

VI. Review and Evaluation. The Board’s Executive Committee (or other designee(s) identified by the Board) shall review the Employee’s performance and accomplishments annually. Such reviews shall take place no event later than December 1 for each annual review. Such reviews shall focus on the Employee’s performance since the beginning of the Term or the Employee’s most recent review after the first review, and in particular, evaluate the Employee’s performance relative to the measurable objectives identified in the Employee’s developed Ballot Plan.

VII. Employee Benefits. During the period of employment, the Employee shall be entitled to the following benefits (“Employee Benefits”):

- a.) **Health and Dental.** The Employee shall be entitled to personal and family health insurance and dental benefits established by the District with the Colorado Employer Benefits Trust ("CEBT").
- b.) **Retirement.** The Employee shall be entitled to participate in the District's retirement plans established through the Colorado Retirement Association.
- c.) **Personal Leave.** The Employee shall be entitled to 25 days of paid time off ("PTO") per calendar year for personal and/or medical issues. Unused PTO shall be eligible for rollover to the following calendar year, up to a maximum accrual at any point in time of 25 days in total PTO.

The District may change the Employee Benefits at any time without notice so long as such changes comply with law.

VIII. Out-of-Pocket Expenses. The District shall reimburse the Employee for expenses the employee incurs, including travel, meals, lodging, and prepaid registrations for meetings, subject to the District's then-applicable policy and procedures for reimbursement of Employee expenses.

IX. State Holidays. The Employee shall be entitled to eleven (11) holidays per calendar year as identified by the State of Colorado. This is subject to change by the District from time to time. Holidays are determined by the District and may change every calendar year.

X. Non-Solicitation. The Employee acknowledges that at the time of the signing of this Agreement, the Employee is a management level employee within the meaning of Section 8-2-113(2)(d), C.R.S. Employee agrees that during the period of employment with the District and for twelve (12) months after the conclusion of employment with the District, Employee will not, directly or indirectly, solicit, or induce to leave the employ of the District, anyone who at that time is employed by the District or has been employed by the District for any period of time during the previous six (6) months.

XI. Confidentiality. The Employee understands and agrees to keep any and all information confidential including, without limitation, confidential business, personnel, and financial information and documents of a nonpublic nature that could be considered proprietary to the District ("Confidential Information"). The Employee agrees that, during employment with the District, the Employee will not use or disclose the District's confidential information or documents for any purpose other than to serve the legitimate interests of the District. The Employee further agrees that following the termination or resignation of the Employee's employment with the District for any reason, whether voluntary or involuntary, they will not use or disclose the District's confidential information or documents for any reason whatsoever. The Employee shall immediately return the District's confidential information and documents, in any media, upon the termination or resignation of the Employee's employment, and they will not keep copies in any form. This provision shall survive termination of this Agreement.

XII. Hours and Remote Work. The Employee agrees to be available at all times during regular business hours except as provided for holidays and personal leave in this Agreement and shall attend meetings as required by the Employee's duties. The Employee acknowledges and agrees that the Employee is a salaried managerial employee and may be required to work beyond regular business hours as needed by the District. The Employee status is a "hybrid" worker, working both in at the District's offices and from alternative workplaces, with a primary

workplace of Pueblo, Colorado. The Employee will be expected to work in Denver, Colorado as and when needed for the performance of the work, including meetings. The Employee shall be entitled to reimbursement of expenses

For District-related travel outside of Pueblo, Colorado, as set forth in Section VIII above.

XIII. Disability. If for any reason the Employee cannot perform the required duties, by physical or mental disability, the District may terminate this Agreement by giving the Employee 10 days' written notice and the Employee shall be entitled to severance as provided for other District terminations and as described in this Agreement.

XIV. Compliance. The Employee agrees to adhere to all sections of this Agreement in addition to any rules, regulations, or conduct standards of the District including obeying all state, local, and federal laws in the execution of the Employee's duties. If the Employee does not adhere to this Agreement, company policies, including any task or obligation that is related to the responsibilities of their position, the District may terminate this Agreement without severance pay.

XV. Conflicts of Interest. The Employee shall adhere with "Conflict of Interest" section from the Front Range Passenger Rail District Employee Handbook.

XVI. Return of Property. The Employee agrees to return any and all property of the District upon the termination of employment. This includes, but is not limited to, equipment, electronics, records, access, notes, data, tests, vehicles, reports, models, or any property that belongs or relates to the District.

XVII. Notices. All notices that are to be sent under this Agreement shall be done in writing and to be delivered via Certified Mail (return receipt) to the following mailing addresses:

District:

Front Range Passenger Rail District
Attn: Board Chair
c/o Nossaman, LLP
1801 California Street, Suite 2400
Denver, CO 80202

Employee:

Salvatore "Sal" Pace
2105 Hillside Circle,
Pueblo, CO 81008
(719) 250-8492
sal@smpace.net

The aforementioned addresses may be changed with the act of either Party providing written notice.

XVIII. Defense and Indemnification. The District will defend and indemnify the Employee with regard to any claim, demand, insurance deductible, lawsuit, or judgment, whether brought against him alone or in conjunction with the District, arising out of the performance of the Employee's duties and/or title, including claims of intentional misconduct arising from the

Employee's official actions and claims under 42 U.S.C. Section 1983, and Section 24-10-110, C.R.S., except where the Employee's actions or omissions arising out of the performance of the Employee's duties are determined by the applicable factfinder to be willful and wanton. The District also will provide Director's and Officer's liability insurance coverage as well as insurance coverage for acts within the course and scope of employment with the District under Section 24-10-115, C.R.S., and coextensive with the insurance coverage provided for by that statute, along with appropriate tail coverage extending for at least one year after the termination of this Agreement. The tail coverage shall only apply to acts alleged to have been committed during Employee's term of employment and shall not apply to acts alleged to have taken place after the Employee's employment terminated. The District shall select counsel to defend the Employee, but the Employee may provide suggestions on preference for defense counsel.

XIX. Amendments. This Agreement may be modified or amended under the condition that any such amendment is attached and authorized by all Parties.

XX. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXI. Waiver of Contractual Right. If the District or Employee fails to enforce a provision or section of this Agreement, it shall not be determined as a waiver or limitation. Either Party shall retain the right to enforce and compel the compliance of this Agreement to its fullest extent.

XXII. Governing Law. This Agreement shall be governed under the laws in the State of Colorado.

XXIII. Effectiveness. This Agreement is not effective unless the District's representative and the Employee have initialed each page and executed the Agreement as a whole by signing the signature page.

XXIV. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the District and Employee.

[Signatures follow.]

DISTRICT



Date 11/8/2025

Signature

Chris Nevitt

Print Name

Board Chair

Title

EMPLOYEE

Date 11/8/2025



Signature

Salvatore Pace

Print Name

General Manager

Title

EXHIBIT A

Job Description

The General Manager must advance four near-term objectives:

- Partner with the Colorado Department of Transportation (CDOT), Federal Railroad Administration (FRA) and consultants to successfully conclude the corridor's Service Development Plan (SDP), which sets the long-term vision for the corridor from Fort Collins to Pueblo. Parallel to completing the SDP, the General Manager will lead coordination with CDOT and FRA to advance project through the Corridor Identification and Development Program, preparing for Step 3 (Preliminary Engineering/NEPA).
- Work closely with the Joint Service Executive Oversight Committee (Regional Transportation District, CDOT, Colorado Transportation Investment Office, Clean Transit Enterprise and Governor's office) to advance a near-term starter service from Denver to Fort Collins, referred to as "Joint Service." Immediate focus includes negotiating access and operations agreements with BNSF Railway and negotiating a financial plan with Joint Service partners. Additionally, General Manager shall collaborate with Joint Service entities to establish stable, ongoing operational funding for District activities prior to successful ballot initiative.
- Prepare the public, political and organizational groundwork for a successful District-wide ballot initiative. As envisioned by the District's enabling legislation, the taxing measure will establish the sustainable funding necessary to construct, operate and maintain a passenger rail system from Fort Collins to Pueblo with future expansion to New Mexico and Wyoming.
- Build confidence and advance relationships with station-hosting jurisdictions, Governor's office, Colorado General Assembly, federal regulatory and funding agencies, host railroads and operators, in service to both Joint Service and the full build-out of FRPR.