

**RESOLUTION NO. 2023-15
OF THE FRONT RANGE PASSENGER RAIL DISTRICT
RENEWING A CONTRACT WITH ANDREW KARSIAN FOR 2024**

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

WHEREAS, Section 32-22-105(2)(d), C.R.S. authorizes the Board of Directors of the District (the “Board”) to pass resolutions necessary for the government and management of the affairs of the district and the execution of the District’s powers and duties; and

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

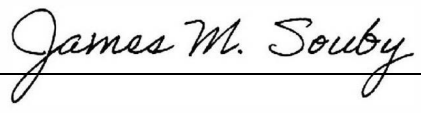
WHEREAS, pursuant to Bylaw III-1F, the Board is required to hire or contract for a General Manager to serve as the District’s chief executive officer; and

WHEREAS, pursuant to an employment agreement dated November 14, 2022, which was subsequently extended through December 31, 2023, by an agreement dated November 14, 2023 (the “Prior Agreement”), Andrew Karsian is currently employed as the General Manager for the District; and

WHEREAS, pursuant to Section III of the Prior Agreement, the Board desires for the District to renew Andrew Karsian as General Manager of the District and to enter into a new employment contract effective January 1, 2024, with a term ending on December 31, 2024 (the “Contract”).

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Front Range Passenger Rail District that the Board of Directors hereby approves the Contract in substantially the form attached hereto as Exhibit A, and with only such non-substantive changes that may be approved by the Chair and legal counsel prior to its execution.

APPROVED this 11th day of December 2023.


Chair

ATTEST:


Julie Mullica (Dec 19, 2023 21:11 MST)
Secretary

**EXHIBIT A
CONTRACT**

COLORADO EMPLOYMENT CONTRACT

This employment agreement (the "Agreement") is made and effective as of January 1, 2024, 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 ANDREW KARSIAN (the "Employee"). The District and the Employee are each referred to herein as a "Party" and collectively as the "Parties."

WHEREAS the Employee is currently employed as the General Manager for the District pursuant to an employment agreement dated November 14, 2022, which was subsequently extended by an extension agreement dated November 14, 2023, and ratified by the Board on November 30, 2023, the term of which runs through December 31, 2023 (the "Prior Agreements"); and

WHEREAS the Board of Directors of the District (the "Board") desires to extend Employee's tenure as General Manager, and the Employee desires to provide their services on the conditions set forth herein.

IN CONSIDERATION of promises and other good and valuable consideration the parties agree to the following:

I. Employee 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 or may not require them to present the best of their skills, experience, and talents, to perform all the duties required of the position. In carrying out the duties and responsibilities of their position, the Employee agrees to adhere to any and all policies, procedures, rules, 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 ("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. The Employee is expected to work full time.

III. Employment Period. The District agrees to continue the Employee's employment for a period beginning on the effective date of this Agreement, which shall be coterminous with the term of the Prior Agreements, and ending on December 31, 2024 (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. If the Employee should terminate this Agreement before the expiration date, they shall not be entitled to severance pay.

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

without cause the Employee shall be entitled to severance, equal to their pay at the time of termination, for a period of one month.

- c.) **Termination For Cause.** The District shall have the right to terminate this Agreement for cause at any time and the Employee shall not be entitled to severance.

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.

IV. Pay. As compensation for the services provided, the Employee shall be paid One Hundred Twenty Six Thousand Five Hundred dollars (\$126,500) salary on an annual basis (the "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 paid to the Employee on a monthly basis.

- a.) **Compensation Increase Retractive.** The increase in the Compensation from the salary amount payable under the Prior Agreements shall be made retroactive to November 13, 2023, which increased amount shall be payable to the Employee upon the effective date of this Agreement.
- b.) **Commissions.** In addition to the aforementioned Pay, the Employee shall not be entitled to commissions.
- c.) **Discretionary Bonus.** The Employee shall be entitled to Bonuses as approved by the Board in its discretion.

V. Work Plan. The Employee shall develop and propose a General Manager's work plan (the "Work Plan"), with measurable objectives to support the policy direction of the Board set forth in Board Resolution No. 2023-12 (Regarding District Policy Direction for 2024) and present the same to the Board for its review no later than January 31, 2024.

VI. Review and Evaluation. The Board's Executive Committee (or other designee(s) identified by the Board) shall twice annually undertake a review of the Employee's performance and accomplishments. Such reviews shall take place mid-year and at the end of the calendar year, but in no event later than July 15 and November 30 for each respective review. Such reviews shall focus on the Employee's performance during the period of time since the Employee's most recent review, and in particular, evaluate the Employee's performance relative to the measurable objectives identified in the agreed Work Plan.

- a.) **Performance Bonus.** The Employee may be entitled to a bonus of up to 15% of the base Compensation annually based on the outcome of the Board's evaluation of Employee's performance. Bonuses are payable in such partial amount as may be determined by the Board in its discretion following each twice annual review. Bonuses are intended to be payable based upon the extent to which the Employee successfully achieves the measurable objectives identified in the Work Plan, as determined by the Board.
- b.) **Merit Increases.** The Employee's successful achievement of the measurable objectives in the Work Plan will also be considered in establishing merit increases to the base Compensation payable to Employee under any future extensions to this

Agreement that are approved by the Board. The Board will also consider Employee's achievements with respect to other goals assigned by the District during the Term or any renewal period.

VI. Employee Benefits. During the period of employment, the Employee shall be entitled to the following benefits:

a.) **Health and Dental.** Employee shall be entitled to health insurance and dental benefits established by the District with the Colorado Employer Benefits Trust (CEBT).

b.) **Retirement.** Employee shall be entitled to participate in the District's retirement plans established through the Colorado Retirement Association.

The aforementioned benefits may change at any time by the District.

VII. Out-of-Pocket Expenses. The District agrees to reimburse the Employee for any expenses that are incurred including travel, meals, lodging, and prepaid registrations for meetings.

VIII. Personal Leave. The Employee shall be eligible for 25 days of paid time off (PTO) per year for personal and/or medical issues. Unused PTO shall be eligible for rollover to the next year, up to a maximum accrual of 25 days in total.

IX. State Holidays. The Employee shall be entitled to 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. Employee acknowledges that at the time of the signing of this Agreement, he 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 his employment with the District, they 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. Employee further agrees that following the termination or resignation of his 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 his employment, and they will not keep copies in any form. This provision shall survive termination of this Agreement.

XII. Remote Work. The Employee must 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 will not be required to report to a physical workplace. If the District chooses to establish a physical office in the future, Employee may be required to report to such physical office at a frequency to be agreed with the District at that time.

XIII. Disability. If for any reason the Employee cannot perform their duties, by physical or mental disability, the District may terminate this Agreement by giving the Employee 30 days' written notice and the Employee shall be entitled to severance as provided for other District terminations.

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 local and federal laws. 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 as stated in Section III.

XV. 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 is requested by the District.

XVI. 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 Kaplan Kirsch & Rockwell
1625 Broadway, Suite 2300
Denver, CO 80202

Employee:

Andy Karsian
2921 W 38th Ave.
PMB 361
Denver CO 80211
Phone: 303-883-9381
andy.karsian@frprdistrct.com

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

XVII Defense and Indemnification. The District will defend and indemnify 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 his duties and/or his title, including claims of intentional misconduct arising from his official actions and claims under 42 U.S.C. section 1983, and Colorado Revised Statutes section 24-10-110, except where Employee's actions or omissions arising out of the performance of his 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 Colorado Revised Statutes section 24-10-115, 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 his employment terminated. The District shall select counsel to defend Employee, but Employee may provide suggestions on his preference for defense counsel.

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

XIX. 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.

XX. 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 remain the right to enforce and compel the compliance of this Agreement to its fullest extent.

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

XXII. 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.

DISTRICT

Signature Date _____

Print Name

Title

EMPLOYEE

Signature Date _____

Print Name

Title

EXHIBIT A

Job Description

Developing passenger rail that serves Front Range communities from Fort Collins to Pueblo is a critical component of Colorado's future. The Front Range Passenger Rail district (FRPR) will provide a safe, efficient, and reliable transportation option for travel between major population centers and destinations along the Front Range and create a backbone for the expansion of rail and transit options in the state and region.

The General Manager position is responsible for the overall management and daily operations of the FRPR district. This includes overall strategic direction, internal operations, and external relationship building. The GM must work with the Board of Directors, Federal administrators, the Governor's Office, legislature, other state and local government agencies, CDOT staff, and other stakeholders. The General Manager promotes FRPR's mission to plan, design, build, operate and maintain a passenger rail line along the Front Range.

Ideal candidates will be able to manage multiple projects and priorities simultaneously. The new district includes ten counties and many cities, so relationships with the local, state and federal leaders transportation policy is important, and knowledge of railroad policy a plus.

A minimum of a Bachelor's Degree in a related field, and a Master's degree is a plus. At least ten years of local and state government experience. Additional experience with special districts or transportation is a plus. Good communication and organizational skills are a must.