

**RESOLUTION NO. 2024-12**

**RESOLUTION OF LARIMER EMERGENCY TELEPHONE AUTHORITY**

BEING A RESOLUTION BY THE BOARD OF DIRECTORS OF LARIMER EMERGENCY TELEPHONE AUTHORITY APPROVING AN EMPLOYMENT AGREEMENT BETWEEN LARIMER EMERGENCY TELEPHONE AUTHORITY AND ITS CHIEF EXECUTIVE OFFICER.

REFLECTING A VOTE BY THE BOARD OF DIRECTORS OF LARIMER EMERGENCY TELEPHONE AUTHORITY, IT IS HEREBY RESOLVED:

1. That the Board of Directors hereby approves the terms of the Employment Agreement between Larimer Emergency Telephone Authority and its Chief Executive Officer, Kimberly Culp, to be effective January 1, 2025, a copy of which is attached hereto and made a part hereof.

2. Larimer Emergency Telephone Authority authorizes the Chair of the Board of Directors, Chief Stephen Charles, to execute the Employment Agreement on its behalf.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 2<sup>nd</sup> day of October 2024.

LARIMER EMERGENCY TELEPHONE AUTHORITY

By: Stephen Charles  
Stephen Charles, Chair  
Board of Directors

ATTEST:

By: James Robinson  
James Robinson, Secretary

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into effective this 1<sup>st</sup> day of January 2025, by and between the LARIMER EMERGENCY TELEPHONE AUTHORITY, hereinafter referred to as "LETA" or "Employer," and KIMBERLY J. CULP, hereinafter referred to as "Chief Executive Officer" or "Employee" (collectively, "the Parties"). This Employment Agreement hereby revokes and replaces in all respects the Parties' Employment Agreement related to Employee previously approved by LETA's Board of Directors per Resolution 2022-02 and thereafter signed by the Parties effective as of January 1, 2022.

### WITNESSETH:

WHEREAS, pursuant the powers afforded to LETA in Colorado's statutes regarding Emergency Telephone Service and the Fifth Amended Intergovernmental Agreement for the Establishment of Larimer Emergency Telephone Authority effective November 1, 2023, LETA's Board of Directors desires to continue the employment of Kimberly J. Culp as the Chief Executive Officer of LETA;

WHEREAS, on October 5, 2022, as a part of its discussion of LETA's budget, LETA's Board approved a Total Compensation Philosophy for LETA's employees, including the Chief Executive Officer, and LETA's Board has used the Total Compensation Philosophy, as amended, when establishing the Chief Executive Officer's annual base salary since December 2022;

WHEREAS, effective December 15, 2024, LETA terminated the Intergovernmental Agreement for Personnel Management Services between LETA and Thompson Valley Health Services District dated December 5, 2018, so that LETA could provide its own benefit package to all of its employees, including the Chief Executive Officer; and

WHEREAS, by the terms and conditions of this Employment Agreement, LETA's Board of

Directors desires to provide certain benefits to Employee as the Chief Executive Officer and to establish certain conditions of continued employment; and

WHEREAS, Employee desires to continue employment as LETA's Chief Executive Officer under the terms and conditions set forth herein.

NOW, THEREFORE, it is understood and agreed between the Parties as follows:

1. Preamble. The Parties acknowledge that the recitals set forth above are true and correct and are hereby incorporated into the body of this Employment Agreement.

2. Duties, Functions, and Powers of Chief Executive Officer. Employee shall perform those duties and functions as set forth in the Job Description of the Chief Executive Officer approved by LETA's Board of Directors through Resolution 2021-6 on December 1, 2021, as that Job Description may be amended from time to time in the Board of Director's discretion.

3. Term of Employment.

a. This Employment Agreement shall become effective January 1, 2025, and shall continue in full force and effect for an indefinite term of employment, unless sooner terminated in accordance with the provisions contained herein.

b. Nothing in this Employment Agreement shall be construed to prevent, limit, or otherwise interfere with the rights of LETA's Board of Directors to terminate the services of Employee at any time without cause.

c. Nothing in this Employment Agreement shall be construed to prevent, limit, or otherwise interfere with the rights of Employee to resign at any time from her position with LETA.

d. Employee agrees to remain in the exclusive employment of LETA during the period of this Employment Agreement. Exclusive employment shall not be construed to preclude

occasional teaching, writing, or consulting, performed by Employee that does not interfere with the duties, functions, and powers set forth herein.

e. It is recognized that the Employee must devote a great deal of time outside normal office hours to LETA business and will necessarily be engaged in work during certain evening and weekend hours. The Employee shall be entitled to arrange and organize her work schedule to best accomplish her duties and fulfill her responsibilities.

4. Termination and Severance Pay.

a. In the event LETA's Board of Directors terminates Employee during the term of this Agreement, and provided that at the time of such termination Employee is willing, able, and qualified to perform the duties of Chief Executive Officer, LETA agrees to pay to Employee a lump-sum payment equal to six (6) months of aggregate salary and accrued leave balances. For purposes of this section, *termination* shall be defined as the occurrence of any of the following:

(1) The majority of LETA's Board of Directors votes to terminate employment without cause at a public meeting. Cause shall mean any one or more of the following events:

- a) willful misconduct, including, but not limited to, acts or omissions constituting dishonesty, breach of a fiduciary obligation, or misfeasance, which in each case, either is with regard to LETA or the Employee's duties, or is material and has or is likely to have a negative impact on LETA economically, reputational, or otherwise;
- b) the commission of, or indictment or conviction (or plea of guilty or no contest) for, any felony, or any crime involving fraud, dishonesty, embezzlement, moral turpitude, or theft;

- c) alcohol or prescription drug abuse materially affecting work performance, or the use of illegal drugs;
- d) a willful failure to perform Employee's duties for LETA; or
- e) willful acts or omissions intentionally contrary to LETA's announced policies or practices.

(2) LETA's Board of Directors reduces the salary or other employment benefits of Employee without Employee's consent.

(3) Employee resigns following a formal or informal request by LETA's Board of Directors.

b. In the event Employee decides to resign her position voluntarily, she shall provide LETA's Board of Directors with a minimum of one hundred twenty (120) days' written notice in advance thereof. In the event of voluntary resignation, Employee shall not be entitled to any severance pay.

c. Regardless of the nature of Employee's departure from employment, she shall be entitled to receive payment for accrued leave and other applicable benefits in accordance with the provisions of the benefit package afforded to Employee by LETA at the time of separation.

5. Wages and Other Compensation.

a. Subject to the terms and conditions regarding employment and termination thereof as set forth in this Employment Agreement, LETA's Board of Directors shall by Resolution establish an annual base salary for Employee and shall include such salary in the annual budget for LETA. When establishing Employee's annual base salary, LETA's Board shall: (i) continue to use the Total Compensation Philosophy approved by the Board on October 5, 2022, which was used when setting the annual base salary in December 2022, December 2023, and December 2024, as the

Total Compensation Philosophy may be amended by the Board from time to time, a copy of which is attached hereto as Exhibit A, (ii) include, at a minimum, an increase for a cost of living adjustment based on the Consumer Price Index (CPI), and (iii) consider updated information from a third party source such as Mountain States Employer's Council about increases in market pay for comparable positions in the geographic location where the work is performed. Employee's annual base salary shall not decrease from the annual base salary established in the prior year's Resolution unless LETA's Board determines that such action is required due to exceptional circumstances having a significant, adverse impact on LETA's budget.

b. LETA agrees to pay 100% of the Employee's individual portion of health benefits. LETA also agrees to pay to Employee appropriately budgeted amounts for travel and subsistence expenses of Employee for required professional and official travel outside the boundaries of Larimer County, Colorado. LETA shall budget appropriate funds to enable Employee to continue professional and educational development beneficial to LETA.

c. Due to the considerable intra-state travel required of the position as set forth in the Job Description of the Chief Executive Officer, LETA will assign a LETA-owned motor vehicle to Employee for Employee's use. LETA will pay for all necessary and reasonable expenses associated with ownership and use of the motor vehicle, including fuel, maintenance, repairs, and insurance. Employee must ensure the motor vehicle is properly maintained and in good working order at all times. Employee may use the motor vehicle for personal errands, but subject to reasonable limitations LETA's Board of Directors may establish at any time. Employee shall follow all policies approved by LETA's Board of Directors regarding use of a LETA-owned motor vehicle.

6. Annual Evaluation. The Chair of LETA's Board of Directors shall annually evaluate the performance of Employee using a process approved by the Board of Directors and shall discuss

the evaluation with the Employee. In addition, the Chair may share the results of the evaluation with the Board of Directors in an Executive Session. The Chair shall make a recommendation to the Board of Directors as to Employee's compensation to be set by the Board of Directors in accordance with Section 5(a) of this Agreement.

7. Binding Arbitration. Unless the Parties otherwise agree in writing, any disputes arising hereunder shall be submitted for exclusive determination in accordance with the rules of the American Arbitration Association. The Parties shall be bound by the decision of any arbitrator or arbitrators.

8. Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered or after the lapse of ten (10) business days following mailing by certified mail, postage prepaid, addressed as follows:

*To Employer:* LETA Board of Directors  
4872 Endeavor Dr., Ste 200  
Johnstown, CO 80534

*To Employee:* Ms. Kimberly J. Culp  
4401 Ann St.  
Fort Collins, CO 80526

9. Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Colorado. Venue for all purposes shall be deemed proper in the District Court of Larimer County, Colorado.

10. Annual Appropriation. The Parties agree that this Employment Agreement is subject to an annual appropriation by LETA's Board of Directors and that failure to make such appropriation, unless such action is the result of a prior termination for cause as defined in paragraph 4(a)(2), will be deemed a termination under Paragraph 4(a) of this Employment Agreement, entitling Employee to severance benefits. The Parties further agree and acknowledge that LETA has established and shall maintain an adequate present cash reserve held for future payments, if required, in an amount sufficient to pay any severance compensation required by this Employment Agreement.

11. Entire Agreement of the Parties. The recitals contained herein represent the entire agreement of the Parties and shall be binding upon the Parties hereto and their successors.

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written.

**Employer:**

LARIMER COUNTY EMERGENCY TELEPHONE AUTHORITY

By \_\_\_\_\_  
Stephen Charles, Chair  
Board of Directors

**ATTEST:**

\_\_\_\_\_  
James Robinson, Secretary  
Board of Directors

**Employee:**

\_\_\_\_\_  
Kimberly J. Culp



August 7, 2023

RE: Total Compensation Philosophy

The Larimer Emergency Telephone Authority (LETA) Total Compensation Philosophy is designed to attract, motivate, and retain talented employees who drive the organization's success. LETA's definition of "total compensation" includes salaries, pay incentives, incentives, benefits, paid time off, training, development, career continuity, working conditions and organizational culture.

We will calculate base pay on a combination of external market information and internal pay equity. We will strive to provide base pay for most jobs that equals the midpoint of market pay for our area when employees are fully proficient and are meeting expectations. Employees who are new to their position and/or are not meeting expectations would be paid below the midpoint of market pay. Those who have more experience and/or are exceeding expectations may be paid above the midpoint of market pay.

Variations in pay for the same work in our organization may be based on the following:

- years of experience,
- merit system,
- system that measures earnings by quantity or quality of production,
- geographic location where the work is performed,
- education, training, or experience, if reasonably related to the job,
- travel, if travel is a necessary part of the job

The minimum base pay is set at 80% of the midpoint of market pay. The maximum base pay is set at 120% of the midpoint of market pay and on rare occasions may exceed 120%.

Our pay ranges are broad to allow for maximum flexibility and growth over an extended period. Salary increases are based on the organization's budget, individual job performance, productivity, conduct consistent with LETA's core values, and changes in the market pay. Attachment 1

We will deliver an overall benefit package that provides a comprehensive program of health, wealth, and retirement benefits. Our health and wealth benefits are structured to protect employees, families, and other covered dependents against significant financial costs related to medical expenses, work injuries, or death. Our retirement benefits are structured to encourage long-term employment at LETA.

Due to the scope of LETA's responsibilities, the requirement for employees to fill many different job duties makes some of the job descriptions cross many work groups and job codes. As such the Technical Manager and Operations Manager will have compensation ranges aligned and adjusted together as the market fluctuates. The Operations Specialist compensation will be aligned with the Network System Administrator.

This compensation system is designed in a good faith effort to ensure that employees are not discriminated against based on sex, and that any wage differentials between employees engaged in substantially similar work are based on even and consistent application of the legitimate business-neutral factors outlined in state law.



MERIT Increases Guidelines

Performance Level	80-90% of Midpoint	90-100% of Midpoint	100-110% of Midpoint	110-120% of Midpoint
Outstanding	N/A	N/A	✓	✓
Exceeds Expectations	N/A	N/A	✓	N/A
Meets Expectations	N/A	✓	N/A	N/A
Needs Improvement	✓	✓	N/A	N/A
Does Not Meet Requirements	✓	N/A	N/A	N/A