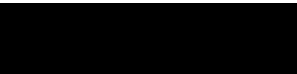




Office of the Mayor

July 26, 2013

Christopher P. Riley



RE: Fire Chief

It is my pleasure to offer you the position of Fire Chief with the City of Colorado Springs. You will act as an administrative officer of City municipal government and will report directly to the Mayor. This offer is contingent upon your successful completion of a drug test, a review of your background check, and your acceptance of the terms and conditions of employment as outlined below, as well as confirmation on or before August 13th of your hire by City Council.

Start Date: Should you accept this offer, you will begin work September 9, 2013. If this date is not agreeable, please contact me as soon as possible to discuss.

Base Salary: You will be compensated at an amount of \$145,000 annually (\$5,576.92/bi-weekly) less legally required withholdings and in accordance with the City's regularly scheduled payroll dates. Your position is exempt under FLSA, meaning that you will not be eligible for overtime pay anytime the demands of your position require you to work in excess of 40 hours in a particular week as necessary to complete your job responsibilities.

Benefits: You are entitled to certain fringe benefits such as vacation, sick leave, medical, vision, and dental insurance. Details of those benefits are set forth in the City's Policies and Procedures Manual (the "PPM"). In addition, please refer to the At-Will Senior Manager Benefit Program policy (currently #66) in the civilian PPM, which outlines specific benefits that you are entitled to as an at-will senior manager. The PPM is not a contract of employment for an indefinite term and does not change your status as an at-will employee. Further, any policy included therein may be modified or terminated by the City upon notice to employees. You will be given 40 hours of vacation upon hire. You will be paid up to \$5,000 for relocation expenses.

Notice of Termination: Under the At-Will Senior Manager Benefit Program policy (currently #66) you are entitled to a 30-day paid notice of termination and the possibility of severance pay and/or benefits up to six months for termination without cause. By signing this offer letter, the City agrees to provide you six (6) months of severance pay for termination without cause. Notwithstanding the foregoing, no notice of a decision shall be required in the event that you are terminated for Cause, which shall be defined as: (i) refusal and/or failure to follow the lawful directive of the City that is not cured within fifteen (15) days after receiving written notice of such refusal or failure; (ii) commission of an act of fraud, willful dishonesty, or willful misconduct in connection with the discharge of your responsibilities as Fire Chief; (iii) any act or omission by you in connection with the discharge of your responsibilities as the Fire Chief that constitutes a willful and knowing violation of law that is materially and demonstrably injurious to the City. Should there be a circumstance in which your employment as Colorado Springs Fire Chief is involuntarily terminated by City prior to December 27, 2015 and without cause as defined herein, the City agrees to continue an employment relationship with you through the date, December 27, 2015 inclusive of such pay and benefits as were in effect at time of such involuntary termination; provided that with respect to health benefits after date of such termination, any changes made in the nature, terms, premiums and co-pays of any City sponsored health insurance plan applicable to City employees shall apply to you. This entire provision shall not be applicable should you resign or voluntarily elect to terminate, nor to any termination of your employment by the City for cause.

July 26, 2013
Christopher P. Riley
Offer letter continued

Please note that this is an offer of at-will employment and that you serve at the pleasure of the Mayor. As such, your employment with the City is voluntarily entered into, and you will be free to resign at any time, with or without cause. Similarly, the City may terminate the employment relationship at any time, with or without notice or cause, and with or without severance, except as expressly provided in this offer letter and consistent with any City policy applicable to you. The City may also change the terms and conditions of your employment (i.e. compensation, job responsibilities, vacation, benefits, etc.) with or without notice or cause, except for its commitment to provide you with notice of any termination as outlined in this letter. Verbal discussion by any City representative does not alter the employment at-will relationship, and any prior statement made during recruiting, interviewing, or negotiation sessions are superseded by this offer letter. Any future modifications or changes to your status as an at-will employee must be in writing and signed by you and the Mayor and titled "Employment Agreement."

Additionally, the City is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If the foregoing is acceptable, please sign two copies of this letter, keep one copy for yourself and return the second copy to Michael Sullivan by July 29, 2013.

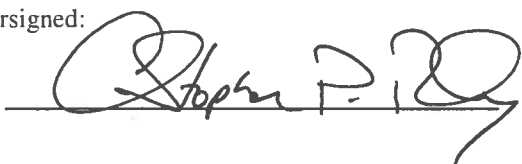
If you have questions not addressed by this letter, please feel free to call me. We look forward to a favorable reply and to your service for the City of Colorado Springs.

Very truly yours,



Steve Bach
Mayor

Countersigned:



Name



Date