



in installments in the same manner and at the same time as other employees of the City are paid and subject to the same applicable deductions for employee benefit contributions.

(b) City agrees to increase the base salary and/or other benefits of Christopher J. Caso after one year of service on April 8, 2021, to THREE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$325,000.00), provided this Agreement is not terminated before that date. Thereafter, if Christopher J. Caso is reappointed in accordance with Section II above, this Agreement will be renewed and the base salary and benefits may be increased in amounts and to the extent that the City Council may determine on the basis of a performance review made at least annually by the City Council meeting with the City Attorney after a report and recommendation by a committee appointed by the Mayor, the initial review to take place twelve months from April 8, 2021.

(c) In accordance with Section 1, Chapter VII of the City Charter, the City Attorney is a city official and must reside in the City. As a city official, and an executive hire, the City agrees to pay Christopher J. Caso relocation expenses and temporary housing for up to ninety (90) days in accordance with the Dallas Administrative Directive 3-29.

(d) City shall also procure a policy of indemnity against professional liability or in the alternative assume liability on behalf of Christopher J. Caso in accordance with Section 31A of the Dallas City Code, against a loss arising out of any claim, suit or judgment resulting from an act or omission of the City Attorney during the discharge of his duties and within the scope of his office while employed as City Attorney for the City.

#### IV. HOURS OF WORK

It is recognized that the City Attorney must devote a great deal of time outside normal office hours to the business of the City, and in consideration of that responsibility, the City Attorney will be allowed to take reasonable time off as he shall deem appropriate during normal office hours.

#### V. EXPENSES

The City agrees to reimburse the City Attorney for expenses incurred in the conduct of City Business, including, but not limited to the hosting of business meetings.

#### VI. ANNUAL PHYSICAL EXAMINATION

The City Attorney agrees to obtain a physical examination once each year, the cost of which will be paid by the City.

VII. RESIDENCE IN DALLAS, REAL PROPERTY AND OTHER BUSINESS INVESTMENTS

(a) In accordance with Section 1, Chapter VII of the City Charter, the City Attorney shall be a resident of the City of Dallas during the term of appointment. He shall have a period of three (3) months from the date of the appointment to relocate to the City.

(b) Christopher J. Caso agrees that he shall not have or acquire an ownership interest in any real property in the City of Dallas, other than his residence, during his term as City Attorney, without first obtaining the approval of the City Council.

(c) Christopher J. Caso agrees that he shall not engage in any joint business activities with any other City employee during his term as City Attorney.

VIII. PROFESSIONAL DEVELOPMENT AND CIVIC SERVICE

(a) The City agrees to pay the travel and subsistence expenses of Christopher J. Caso for professional and official travel, meetings and occasions adequate to continue his professional development and to adequately pursue necessary official and other functions for the City, including but not limited to, the Texas Bar Association, the International Municipal Lawyer's Association, the National Institute of Municipal Law Officers, Texas City Attorneys Association, the Dallas Bar Association, and such other national, regional, state, and local groups and committees of these organizations which Christopher J. Caso serves as a member.

(b) The City agrees to pay for the travel and subsistence expenses of Christopher J. Caso for short courses, institutes, and seminars that are necessary for his professional development and for the good of the City.

(c) The City agrees to pay for the dues and subscriptions of Christopher J. Caso necessary for his continuation and full participation, including the holding of office in national, regional, state, and local professional and civic associations and organizations necessary and desirable for his continued professional and civic participation, growth, and advancement, and for the good of the City.

IX. TERMINATION AND SEVERANCE PAY

(a) In the event of his involuntary separation after April 8, 2020, pursuant to the terms of this Agreement as the City Attorney, Christopher J. Caso shall be entitled to receive a separation payment of six (6) months of salary, payable in bi-weekly increments at the base pay rate in effect at the time of separation, less applicable deductions; provided, however, that if he is terminated because of his conviction of an offense involving moral turpitude or any felony criminal act involving the performance of his duties, then, City shall have no obligation to pay the separation payment of six months of salary continuation designated in this section.

(b) "Involuntary separation" as used in this Agreement means:

(1) removal from office by the City Council in accordance with Section 1, Chapter VII of the City Charter;

(2) resignation of the City Attorney following the refusal of the City, after receipt of a written notice from the City Attorney, to comply with any other provision of this Agreement benefiting Christopher J. Caso;

(3) resignation of the City Attorney following a suggestion, whether formal or informal, by a majority of the City Council that he resign but not an official action of the City Council removing the City Attorney in accordance with the Charter; or

(4) resignation of the City Attorney based upon a professional or ethical conflict which in accordance with the Texas Disciplinary Rules of Professional Conduct results in his no longer being able to represent the City as City Attorney.

(c) If involuntary separation occurs under subsection (b)(2), (3), or (4), Christopher J. Caso at his option, may be deemed to be "terminated" at the date of the refusal or suggestion.

(d) Before voluntarily resigning his position, Christopher J. Caso agrees to give the City Council at least 60 days' notice in writing of his intention to resign, stating the reasons for the resignation.

(e) In the event of termination, voluntary or otherwise, or as the result of non-reappointment of Christopher J. Caso as City Attorney, base salary specified under Section III of this Agreement shall be paid only to the effective date of termination. Further, in accordance with Chapter VII, Section 1 of the City Charter, as amended, the City Attorney cannot be discharged during his term of office except upon the required vote of the members of the City Council. Unless dismissed by the City Council for misconduct in office, the City Attorney shall be given 30 days' notice prior to termination of employment, as required by Chapter XXIV, Section 15 of the City Charter.

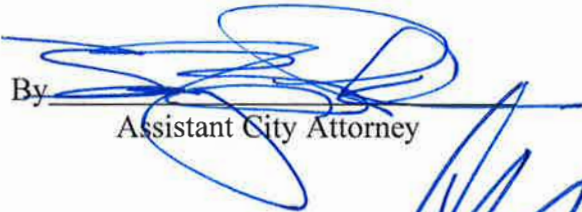
#### X. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

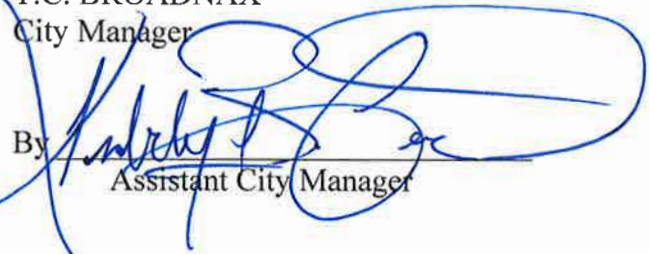
In addition to the benefits provided in this Agreement, all provisions of the City Charter, City Code, and regulations and rules of the City relating to vacation, sick leave, retirement system contributions, holidays, compensatory time, service incentive pay, and other fringe benefits and working conditions as they now exist or may be amended, also shall apply to Christopher J. Caso as they would to other employees of the City, insofar as those provisions, regulations, and rules are not inconsistent with this Agreement.

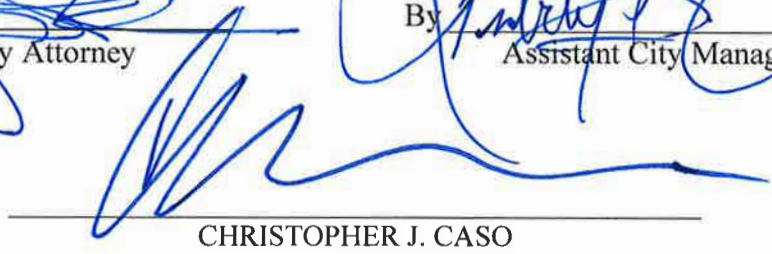
EXECUTED this 8<sup>th</sup> day of April 2020, pursuant to City Council Resolution 20-0566, attached hereto.

APPROVED AS TO FORM:  
CHRISTOPHER J. CASO  
Interim City Attorney

CITY OF DALLAS  
T.C. BROADNAX  
City Manager

By   
Assistant City Attorney

By   
Assistant City Manager

  
CHRISTOPHER J. CASO