

**EMPLOYMENT AGREEMENT BETWEEN THE
CITY OF WICHITA FALLS, TEXAS AND
CAROLYN DIANE DOCKERY**

THIS AGREEMENT for Employment is made and entered into effective the 1st day of October, 2025 by and between the City Council, acting on behalf of the **City of Wichita Falls, Texas**, herein referred to as "City", and **Carolyn Diane Dockery**, herein referred to as "Employee," and collectively referred to as "the parties", to establish and set forth terms and conditions of employment.

W I T N E S S E T H:

WHEREAS, the City is a governmental entity organized and formed pursuant to the City Charter and the laws of the State of Texas; and

WHEREAS, the City appointed Employee to serve as Wichita Falls Municipal Judge by Ordinance No. 27-2022 on July 19, 2022 for a term of two (2) years, beginning August 1, 2022; and

WHEREAS, the Employee accepted said appointment and was thereafter reappointed by Ordinance No. 39-2024 to serve an additional term of two (2) years, beginning August 20, 2024; and

WHEREAS, the Employee is currently serving as Wichita Falls Municipal Judge; and

WHEREAS, the City desires to secure and retain the services of the Employee and to recognize and compensate Employee for her service as Wichita Falls Municipal Judge under the terms of this agreement; and

WHEREAS, the City represents that it is executing this Agreement by and through its City Council, and that the Mayor has the authority of the City Council and the City to execute this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the City and Employee agree as follows:

I. TERM

The term of this Agreement shall be indefinite, and this Agreement shall be and remain in full force and effect until employment has been terminated by the Employee or the City as herein provided. The Employee shall serve at the pleasure of the City, and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right(s) of the City or the Employee to terminate the services of the Employee at any time, subject only to applicable provisions set forth hereinafter in the section titled "Termination and Severance Pay."

II. SALARY

The City agrees to pay the Employee an annual base salary of One Hundred Fifty-Nine Thousand, Two Hundred Seventy and No/100 Dollars (**\$159,270.00**), payable in installments at the same time as other employees of the City are paid. At any time during the term of this Agreement, the City may, at its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the base salary set forth in this paragraph, except by mutual agreement of the parties. If the City funds and approves an across-the-board pay plan or "cost of living" increase, then the Employee shall also receive said increase.

III. JOB PERFORMANCE AND EVALUATION

Employee shall perform the duties prescribed of a lawfully constituted Municipal Court Judge in accordance with Texas law, including the provisions of the City Charter and Ordinances, the Texas Constitution, the applicable provisions of the Texas Government Code and Local Government Code, and in accordance with the Texas Code of Judicial Conduct.

The City hereby acknowledges that the Employee, in her capacity as a member of the judiciary, must remain independent from the City when performing certain judicial duties and making judicial decisions, and nothing contained herein shall be construed as interfering with said duties and decisions.

The City and Employee shall annually review and evaluate the performance of the Employee. The City may utilize said evaluation periodically for adjusting the salary of the Employee, subject to provisions herein.

IV. RETIREMENT BENEFITS

The Employee is currently enrolled in the Texas Municipal Retirement System (TMRS), and the City shall maintain such enrollment and make all of the appropriate City contributions on behalf of the Employee in equal proportionate amounts each pay period.

V. EMPLOYEE BENEFITS

Employee shall be permitted to enroll in or apply for the same benefits offered to all City of Wichita Falls employees, including those related to disability, health, dental, vision and life insurance.

VI. TRAVEL REIMBURSEMENT

To the extent the Employee's duties or responsibilities require use of a vehicle within the Wichita Falls City limits and, at the discretion of the Employee, a request for mileage reimbursement is made, the City shall pay to the Employee, during the terms of this Agreement and in addition to other salary and benefits herein provided, reimbursement for mileage at the City rate applicable at the time of reimbursement. For all travel outside the City limits using the Employee's personal vehicle for official City business, required professional development, or continuing education, the City shall pay reimbursement for mileage at the City rate per mile applicable at the time of reimbursement.

VII. VACATION, SICK AND HOLIDAY LEAVE

Employee shall earn twenty-six (26) days of vacation each fiscal year. Employee shall be permitted to accrue vacation leave with no cap or limit. In addition, Employee shall be permitted to accrue sick leave up to a maximum of ninety (90) days and receive annual holiday leave as prescribed in the City's Administrative Policies each fiscal year. In the event the Employee or the City terminates service, either voluntary or involuntary, Employee shall be compensated for all such unused accrued vacation and sick leave at the Employee's then current wage rate.

On October 1 of each year, Employee shall receive a lump sum cash payment for all unused accrued vacation leave that has not been taken as of September 30 and is in excess of fifteen (15) days, or one hundred twenty (120) accrued hours. The amount payable shall be based on the Employee's hourly wage rate as of October 1 of the then-current year.

VIII. OTHER BENEFITS

Unless otherwise provided in this Agreement, all provisions of the City Charter, rules and regulations of the City relating to fringe benefits and working conditions shall apply to the Employee.

IX. PROFESSIONAL DEVELOPMENT

The City agrees to budget and pay for the professional membership dues and subscriptions of Employee as may be necessary and desirable for the Employee's professional licensing, education and participation in national, regional, state, and local associations.

The City agrees to budget and pay for expenses incurred by Employee for official City business travel as may become necessary for Employee's professional development and continuing legal education, the completion of which is required by law. Reimbursement shall include but not be limited to expenses incurred for Employee's travel to legal seminars, meetings and events sponsored by the State Bar of Texas (SBOT), the Texas Municipal League (TML), the Texas Municipal Courts Education Center (TMCEC) and the Texas Municipal Courts Association (TMCA).

X. INDEMNIFICATION AND BONDING

To the fullest extent permitted by law, City shall defend, save harmless, and indemnify Employee against any tort, liability claim, demand, action, judgment, expenses and attorneys' fees or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties. The City shall not, however, indemnify and hold harmless the Employee from and with respect to any claim or liability for which the conduct of the Employee is found by the courts to have been grossly negligent or intentional. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement. The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

XI. TERMINATION AND SEVERANCE PAY

Termination. In the event the City wishes to terminate the services of the Employee, the City shall pay to the Employee a lump sum cash payment equal to twenty (20) weeks of full salary and all benefits, plus the value of all unused accrued vacation and sick leave. Such payment shall be made by the City to the Employee within thirty (30) days of the Employee's last active date of employment. Other benefits to be included with the above-described severance payment shall include any auto or travel reimbursement due and owing, TMRS (City) contributions and group health coverage at the normal employee premium rates.

If the Employee is terminated for just cause, with the exception of the value of all unused accrued vacation and sick leave, the City shall have no obligation to pay the cash severance designated in this Section.

Resignation. If the Employee terminates this Agreement by voluntary resignation, the Employee shall give at least sixty (60) days' written notice in advance unless the City agrees otherwise.

Change in Form of Government, Official Duties, or Reassignment. If the City, its citizens through referendum, or the Texas Legislature act to amend any provision of the charter, code, or enabling legislation pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that changes the form of government, the Employee shall have the right to declare that such amendments constitute termination, and severance pay shall be paid.

XII. NOTICES

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) CITY: City Manager, P.O. Box 1431, Wichita Falls, Texas 76307

(2) EMPLOYEE: Diane Dockery, [REDACTED]

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice.

XIII. AMENDMENTS

This Agreement may be amended at any time only by the written agreement of the City and Employee.

XIV. SAVINGS CLAUSE

If any term or provision of this Agreement, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable, or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court or arbitrator making such determination shall have the power to reduce the scope, duration, area, or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and comes closest to expressing the intention of the invalid or unenforceable term or provision.

XV. APPROPRIATIONS

The City has appropriated, set aside and encumbered, and does hereby appropriate, set aside and encumber, available and otherwise unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City to Employee pursuant to this Agreement, and in such a manner as to not violate the unfunded debt limits as specified in the Texas Constitution. This encumbrance is budgeted from general fund reserves. The City has appropriated and will continue to appropriate sufficient funds for the payment of the City's obligations pursuant to this agreement and the severance provisions herein. If the City fails to appropriate such funds, then the City will not appropriate funds for an employee who performs functions similar to those performed by Employee for a period of at least one year following termination. An appropriation for an employee who performs such similar functions within

said one-year period following termination shall be considered an appropriation of funds for the severance provisions of this agreement.

XVI. BINDING EFFECT

This Agreement shall be binding on the City and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

XVII. WAIVER OF SOVEREIGN IMMUNITY

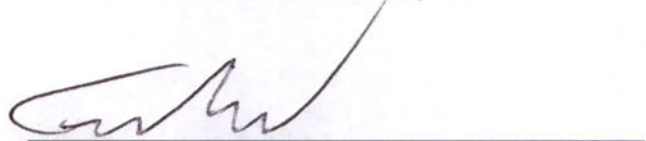
The City hereby waives its sovereign immunity with respect to the validity and enforceability of the financial obligations and liabilities of the agreement approved pursuant to this action.

AGREED AND ACCEPTED this the 2nd day of September, 2025.

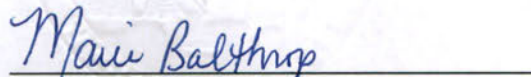
EMPLOYEE:


Carolyn Diane Dockery


CITY OF WICHITA FALLS, TEXAS:


Tim Short, Mayor

ATTEST:


Marie Balthrop, City Clerk

APPROVED AS TO FORM:


R. Kinley Heggland, City Attorney