

AGREEMENT

This agreement is effective the ___ day of January, 2024, between the City of Dalton, Georgia (“City”) and Robert Adam Cowan (“Cowan”) as follows:

WITNESSETH:

WHEREAS, the Mayor and Council of the City have appointed Cowan as the Municipal Court Judge for the City; and

WHEREAS, the parties desire to enter into a written agreement setting forth all terms, conditions, and obligations of the parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises, the parties agree as follows:

- 1. Term.** The term of this Agreement shall commence on the date above written and shall continue until the first anniversary of the date above written and until Cowan’s successor has been appointed unless earlier terminated as provided in O.C.G.A. §36-32-2.1.
- 2. Scope of Services.** Cowan shall perform all functions of the Municipal Court Judge of the City of Dalton, Georgia, as set forth in applicable state law and in the 2001 Revised Code of the City of Dalton, Georgia, as it now exists or may be amended in the future, and shall comply with the Georgia Code of Judicial Conduct at all times in performing his services hereunder.
- 3. Rights of the City.** The City reserves the right to designate the days of the week, hours, and locations where the Municipal Court may be held. The City shall manage the administrative staff of the Municipal Court in consultation with Cowan. The City shall set the budget for the Municipal Court.
- 4. Compensation.** The City shall pay Cowan the sum of \$4,916.67 per month. Cowan shall not be entitled to receive any employment benefits from the City and Cowan shall not be eligible to participate in any benefit programs that the City currently provides or may someday provide for its employees, including but not limited to vacation, paid holidays, sick leave, health insurance, life insurance, pension or retirement plans, disability programs, or other benefits. The City will not provide unemployment insurance or workers’ compensation insurance for Cowan. Cowan’s compensation will be reported to the Internal Revenue Service on a Form 1099 and not a Form W-2. Cowan is obligated to pay federal and state income taxes on any monies paid pursuant to this Agreement. The City will not withhold from Cowan’s compensation any amounts for taxes of any kind.

5. **Relationship.** It is understood that the City shall exercise no control over the judicial activities of Cowan who is recognized hereunder as an independent contractor.

6. **Miscellaneous.**

(a) **Entire Agreement; Amendment.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment shall be valid unless in writing and signed by the parties hereto.

(b) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

(c) **Assignment.** Cowan's performance hereunder is personal to him and shall not be assignable by him.

(d) **Construction.** This Agreement was the subject of negotiation between the parties and shall not be construed against either as the drafter thereof.

(e) **No Third-Party Beneficiaries.** This Agreement shall not be deemed to confer upon or give to any third party any remedy, claim of liability or reimbursement, cause of action or other right.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above set forth.

City of Dalton, Georgia

By: _____
Annalee Harlan Sams, Mayor

Robert Adam Cowan

Attest: _____
City Clerk