

**FIRST AMENDMENT
TO MUNICIPAL COURT JUDGE AGREEMENT**

This **FIRST AMENDMENT TO MUNICIPAL COURT JUDGE AGREEMENT** (this “Amendment”) is made and entered into as of December 17, 2018, but with an effective date of January 1, 2019 (the Effective Date”), by and between the City of Dalton, Georgia (“City”), and Robert Adam Cowan (“Cowan”).

WHEREAS, on June 18, 2018 the City and Cowan entered into a certain agreement wherein Cowan agreed to serve as the Municipal Court Judge for the City (the “Agreement”); and

WHEREAS, the City and Cowan desire to amend the amount of compensation set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth in the Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Amendment. Strike Section 4 of the Agreement captioned “Compensation” in its entirety and substitute in lieu thereof a new Section 4 captioned “Compensation” which shall read as follows:

4. Compensation. Commencing on the Effective Date, the City shall pay Cowan the sum of \$5,300.00 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.

2. Effect of Amendment. This Amendment shall not constitute an amendment or waiver of any provision of the Agreement not expressly amended and or waived herein and shall not be construed as an amendment, waiver or consent to any action that would require an amendment, waiver or consent except as expressly stated herein. The Agreement, as amended by this Amendment, is and shall continue to be in full force and effect and is in all respects ratified and confirmed hereby. All capitalized terms used but not defined herein have the meanings given to them in the Agreement.

3. Counterparts; Effectiveness. This Amendment may be executed in counterparts (any one of which need not contain the signatures of more than one party), each of which will be deemed to be an original but all of which taken together will constitute one and the same agreement.

4. Construction. This Amendment was the subject of negotiation between the parties and shall not be construed against either as the drafter thereof.

5. No Third Party Beneficiaries. This Amendment 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 Amendment on the day and year first set forth above.

City of Dalton, Georgia

By: _____
Dennis Mock, Mayor

Robert Adam Cowan

Attest: _____
City Clerk