

FIRST AMENDMENT TO AGREEMENT

This agreement is effective the 15th day of April, 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 have previously entered into a written agreement setting forth all terms, conditions, and obligations of the parties, which is dated January 8, 2024 (the “Agreement”);

WHEREAS, the parties desire to modify paragraph 4 of the Agreement pursuant to the terms below.

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

Paragraph 4 of the Agreement is struck in its entirety and replaced with the following:

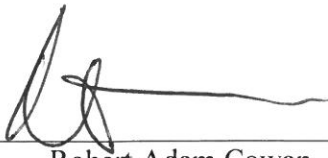
4. Compensation. The City shall pay Cowan the sum of \$5,300.00 per month via payment to The Cowan Law Firm, LLC. Cowan shall not be entitled to receive any employment benefits from the City and Cowan shall not be eligible to participate in any benefit programs that the City currently provides or may 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.

All other provisions of the Agreement shall remain in full force and effect.

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