

**SECOND AMENDMENT TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS RESTATED
EMPLOYMENT AGREEMENT – EXECUTIVE DIRECTOR**

This SECOND AMENDMENT to the Restated Employment Agreement (“Second Amendment”) is made and entered into as of the 2nd day of June 2025, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (hereinafter referred to as “WRCOG”) and KURT WILSON (hereinafter referred to as “Employee”). WRCOG and Employee are sometimes individually referred to as “Party” and collectively referred to as “Parties.”

WHEREAS, WRCOG and the Employee entered into that certain Employment Agreement dated June 9, 2021 (“Original Agreement”).

WHEREAS, WRCOG and the Employee entered into that certain Restated Employment Agreement dated June 28, 2021, clarifying the annual paid time off awarded to the Employee, and superseding the Original Agreement (the “Master Agreement”).

WHEREAS, WRCOG and the Employee entered into that certain First Amendment to Restated Employment Agreement dated June 5, 2023, clarifying the duties and obligations of employee, extending the term, adjusting the base salary and providing for a one-time bonus.

WHEREAS, the Parties now desire to again amend the Master Agreement to adjust the Employee's base salary.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the parties hereto agree as follows:

1. Section 4 of the Master Agreement, titled COMPENSATION, shall be amended in its entirety, to read as follows:

Employee shall be paid Three Hundred and Twenty-Eight Thousand, Three Hundred and Seventy-Four Dollars (\$328,374.00) annually, payable in installments at the same time as other employees of WRCOG are paid, pursuant to the procedures regularly established, and as they may be amended by WRCOG.

Employee may receive annual merit increases in salary or bonuses as may be determined by WRCOG in its sole discretion, and as further specified below. Any agreed merit increase or bonus must be expressly memorialized in a subsequent written and executed Amendment to this Agreement. All compensation and comparable payments to be paid to Employee shall be less withholdings required by law.

So long as Employee maintains at least a satisfactory performance evaluation, WRCOG shall increase the Employee's salary in an amount equal to and at the same time as any CPI increase provided to other WRCOG employees on an agency-wide basis. The increase shall be implemented without any amendment to this Agreement or any independent action of the Executive Committee.

2. This Amendment shall be effective as of July 1, 2025.
3. Except as amended by this Second Amendment, all provisions of the Master Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS has caused this Second Amendment to be signed and duly executed by its Chair, and Employee has signed and executed this Second Amendment, both in duplicate, as of the day and year first above written.

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

KURT WILSON

Signed by:
By: Brenda Dennstedt
0EE7B1009555454
Chair

DocuSigned by:
By: [Signature]
559AA08D610442A
Employee

APPROVED AS TO FORM

DocuSigned by:
By: [Signature]
ACC34B18BF26405
General Counsel for WRCOG
Best Best & Krieger, LLP