

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

This FIRST AMENDMENT to the Restated Employment Agreement (“First Amendment”) is made and entered into as of the 5th day of June 2023, 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, the Parties now desire to amend the Master Agreement to extend the term, revise the payment provisions, and amend certain provisions related to the duties and obligations of the Employee.

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

1. Section 2 of the Master Agreement, titled TERM AND RENEWAL, shall be amended in its entirety to read as follows:

This Agreement shall be effective as of June 28, 2021 (the “Anniversary Date”), and shall continue in effect until July 3, 2029, unless employment is terminated sooner or as provided in this Agreement. The term of this Agreement is with regard to benefits and conditions and is not intended to alter the at-will nature of employee’s employment.

2. Paragraph B. of Section 3 of the Master Agreement, titled DUTIES AND OBLIGATIONS OF EXECUTIVE DIRECTOR, shall be amended in its entirety to read as follows:

B. Employee will focus his professional time, ability, and attention to WRCOG business during the term of this Agreement. Employee shall not engage in any outside employment of any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior knowledge and express approval of the Administration & Finance Committee or the WRCOG Leadership group (Chair, Vice-Chair, 2nd Vice-Chair, and immediate past Chair). The Leadership group may only approve non-recurring items (e.g.,

short time commitment but not semester-long obligations, etc.) that do NOT conflict with the WRCOG Mission. Notwithstanding the foregoing, nothing in this Agreement is to be construed as prohibiting Employee from engaging in volunteer, philanthropic, or community-based activities, or activities related to professional organizations such as ICMA or CalCOG or other organizations that would be reasonably associated with the business of WRCOG, provided that such activities are conducted outside of normal work hours and do not unreasonably interfere with Employee's duties as Executive Director of WRCOG.

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

Employee shall be paid Two Hundred and Ninety-Nine Thousand Dollars (\$299,000.00) 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.

4. On or about July 1, 2023 the Employee shall receive a one-time bonus of Thirty-Nine Thousand Dollars (\$39,000).
5. This Amendment shall be effective as of July 1, 2023.
6. Except as amended by this First Amendment, all provisions of the Master Agreement shall remain in full force and effect.

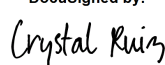
[SIGNATURES ON FOLLOWING PAGE]

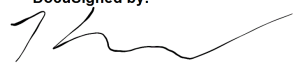
**SIGNATURE PAGE
TO
FIRST AMENDMENT TO RESTATED WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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IN WITNESS WHEREOF, the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS has caused this First Amendment to be signed and duly executed by its Chair, and Employee has signed and executed this First Amendment, both in duplicate, as of the day and year first above written.


**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

KURT WILSON

DocuSigned by:
By: 
C1340EDAAAF1494...
Chair

DocuSigned by:
By: 
559AA08D610442A...
Employee

APPROVED AS TO FORM

By: 
General Counsel for WRCOG
Best Best & Krieger, LLP