

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

PARTIES: This First Amendment to Professional Services Agreement (“First Amendment”), dated this __ day of March, 2025 (“Effective Date”) and with retroactive effect to March 17, 2025, is entered into by and between **Lisa Wise Consulting, Inc.**, a California Corporation (“Consultant”) and the **Town of Mammoth Lakes** (“Town”) (collectively, the “Parties”) to amend the Professional Services Agreement between the Parties dated March 16, 2022 (“Agreement”) as set forth below.

FIRST AMENDMENT: The Agreement is hereby amended by amending Sections 3.1.2 and 3.3.1 to read as follows:

- (i) Section 3.1.2 Term. The term of this Agreement shall be from March 17, 2022 to March 17, 2028. With the mutual consent of the Parties, the term may be extended to March 17, 2030 in the event that the Mammoth Mountain Main Lodge Redevelopment Project is not yet completed. Such extension shall be memorialized in writing but shall not require an amendment to this Agreement.
- (ii) Section 3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “A” attached hereto and incorporated herein by reference. The Exhibit “A” rates shall be updated annually on January 1st of each year to the the-current year rates for Consultant.

NO OTHER AMENDMENT: Except as modified by this First Amendment, the Agreement remains binding on the Parties in full force and effect according to its terms.

INCORPORATION OF FIRST AMENDMENT. From and after the Effective Date of this First Amendment, wherever the term “Agreement” or contract appears in the Agreement, it shall be read and understood to mean the Agreement as amended by this First Amendment.

COUNTERPARTS. This First Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one fully executed First Amendment.

AUTHORITY TO EXECUTE. Each signatory executing this First Amendment on behalf of the Party below warrants that he or she is authorized to enter into and bind that Party to the terms of this First Amendment.

IN WITNESS WHEREOF, the said Parties hereto have caused this First Amendment to be executed on the Effective Date.

TOWN OF MAMMOTH LAKES

By: _____
Rob Patterson
Town Manager

Attest: _____
Jamie Gray
Town Clerk

LISA WISE CONSULTING, INC.

By: _____
Lisa Wise
President

By: _____
Henry Pontarelli
Secretary