

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

PARTIES: This First Amendment to Professional Services Agreement (“First Amendment”), dated this 18th day of June, 2025 (“Effective Date”), is entered into by and between **Placemate**, a California benefit corporation (“Consultant”) and the **Town of Mammoth Lakes** (“Town”) (collectively, the “Parties”) to amend the Professional Services Agreement between the Parties dated July 3, 2024 (“Agreement”) as set forth below.

FIRST AMENDMENT: The Agreement is hereby amended by amending Sections 3.1.1, 3.1.2, 3.2.2, 3.2.4, 3.2.6, 3.3.1, 3.3.3, 3.3.5, and 3.5.2 to read as follows:

- (i) Section 3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Town all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional housing consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached to the Agreement and incorporated herein by reference and Exhibit “A-1” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
- (ii) Section 3.1.2 Term. The term of this Agreement shall be from July 3, 2024 to December 31, 2025, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.
- (iii) Section 3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “A” attached to the Agreement and incorporated herein by reference and Exhibit “A-1” attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Town shall respond to Consultant's submittals in a timely manner. Upon request of Town, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- (iv) Section 3.2.4 Substitution of Key Personnel. Consultant has represented to Town that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Town. In the event that Town and Consultant cannot agree as to the substitution of key personnel, Town shall be

entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Town, or who are determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Town. The key personnel for performance of this Agreement are as follows: Isaac Landman, Associate Market Director.

- (v) Section 3.2.6 Consultant's Representative. Consultant hereby designates Isaac Landman, Associate Market Director, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- (vi) 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 to the Agreement and incorporated herein by reference and Exhibit "A-1" attached hereto and incorporated herein by reference. The total compensation paid to the Consultant shall not exceed One-Hundred and Thirty-Five Thousand (\$135,000) without written approval of the Town Council or Town Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.
- (vii) Section 3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Town, or included in Exhibit "A" or Exhibit "A-1" of this Agreement.
- (viii) Section 3.3.5 Rate Increases. The rates set forth in Exhibit "A" and Exhibit "A-1" shall be binding upon Consultant throughout the term of this Agreement.
- (ix) Section 3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Placemate
10266 Truckee Airport Road, Suite C
Truckee, CA 96161
ATTN: Isaac Landman, Associate Market Director

Town: Town of Mammoth Lakes
PO Box 1609
437 Old Mammoth Road, Suite R
Mammoth Lakes, CA 93546
ATTN: Nolan Bobroff, Community and Economic
Development Director

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

PLACEMATE

By: _____
Chris Bubser, Mayor

By: _____
Colin Frolich, President

Attest:

By: _____
Victoria Frolich, Vice President

By: _____
Jamie Gray, Town Clerk

Approved as to Form:

By: _____
Andrew Morris, Town Attorney

EXHIBIT “A-1”

AMENDMENT TO THE SCOPE OF SERVICES, DATED JUNE 11, 2025

EXHIBIT “A-1” – AMENDMENT TO THE SCOPE OF SERVICES

To: Nolan Bobroff
Community & Economic Development Director
Town of Mammoth Lakes
Ph: (760) 965-3631
nbobroff@townofmammothlakes.ca.gov

From: Isaac Landman
Associate Market Director - Placemate
(530) 213-3093
isaac@placemate.com
10266 Truckee Airport Road, Suite C
Truckee CA 96161

Date: June 11, 2025

Re: Amendment to the Scope of Work for Lease to Locals Program

The Town of Mammoth Lakes has partnered with Placemate to administer the Lease to Locals program, which launched as a pilot on August 1, 2025. \$97,500 has been paid to Placemate for program administration: \$7,500 for a one time pre-launch set up fee and \$7,500/month for 12 months for the ongoing tasks outlined in the Scope of Services sent on June 21, 2024, and attached to the contract as Exhibit “A”. To date, \$122,500 has been allocated in incentive payments for the participation of 11 properties in the program and \$199,350 remains to be allocated for property owners interested in participating in the program.

Through Placemate’s marketing and administrative efforts there have been over 135 property owners who have submitted their property for consideration in the program and there are currently 23 property owners who have expressed future interest in participating, or are actively working on their application for the Lease to Locals program. These owners have indicated that they would potentially begin leases sometime between July 2025 and January 2026.

On June 4, 2025, Placemate presented to the Town Council an overview of the results to date of the program and the strong future pipeline of property owner interest. Town Staff requested that Council members discuss a six-month contract extension with Placemate to provide additional time for property owners considering participating to place qualified local tenants in their properties and submit program applications.

Council members directed Staff to negotiate a contract amendment with Placemate that reduces the ratio of administrative costs to incentive payments. One Council member requested that the contract move from a flat fee to a performance-based payment.

This Amendment to the Scope of Services takes into account Council’s feedback and moves Placemate’s administrative compensation to a performance-based structure which allows for the program to continue, but controls administrative costs and aligns incentives for program success.

Amended Contract Term: July 3, 2025 - December 31, 2025

Amended Compensation Structure:

Administration Fee: Does not exceed \$30,000 for the amended contract term

- For each property that enters the Lease to Locals program during the Amended Contract Term, the Town of Mammoth Lakes will pay Placemate \$1,667, up to the Does Not Exceed amount of \$30,000.
- Based on the results, the invoice amount will vary and be billed on a monthly basis.
- Only properties that have an approved application, an executed lease with tenants, and have been approved by the Town for a grant payment shall be considered to have “entered into the Lease to Locals program.”
- The \$30,000 is on top of the original \$425,000 committed to the program (*\$320,000 in incentive payments and \$105,000 for administrative and marketing costs*)

Marketing/Advertising Costs: \$2,500

- Reimbursement included with monthly invoice from Placemate
- Carried over from the original Scope of Services; no additional funds are being committed to marketing