

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

PARTIES: This First Amendment to Professional Services Agreement (“First Amendment”), dated this 6th day of August, 2025 (“Effective Date”) and with retroactive effect to June 30, 2025, is entered into by and between **Mammoth Lakes Housing, Inc.**, a California Nonprofit Public Benefit Corporation (“Contractor”) and the **Town of Mammoth Lakes** (“Town”) (collectively, the “Parties”) to amend the Professional Services Agreement between the Parties dated July 1, 2022 (“Agreement”) as set forth below.

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

- (i) Section 3.1.2 Term. The term of this Agreement shall be from July 1, 2022 through December 31, 2025. During the period of July 1, 2025 through December 31, 2025, the Contractor shall be compensated in accordance with the terms specified in Exhibit “B” of the Agreement and shall continue to provide the programs and services outlined in Exhibit “A” of the Agreement.

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.

[Signatures on following page]

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

TOWN OF MAMMOTH LAKES

MAMMOTH LAKES HOUSING, INC.

By: _____
Rob Patterson
Town Manager

By: _____
Tom Hodges
President

Attest:

By: _____
Jamie Gray
Town Clerk

Approved as to form:

By: _____
Andrew Morris
Town Attorney