

**AMENDMENT TO REIMBURSEMENT AGREEMENT BETWEEN CITY OF
WHEATLAND AND MERCY HOUSING CALIFORNIA 63, LP FOR TRANSIT
SERVICES**

This Amendment is made effective on September 22, 2026 to amend the Reimbursement Agreement for Transit Services between the City of Wheatland, California, a municipal corporation ("Wheatland"), and Mercy Housing California 63, LP; a California limited partnership ("Mercy Housing"), effective October 27, 2015 ("Agreement").

RECITALS

- A. Wheatland and the Yuba-Sutter Transit Authority ("Authority") entered an agreement on July 1, 2007 ("2007 Transit Agreement") under which Authority provides on-demand public transit services for the benefit of Wheatland residents, which services are paid for in part by State Transit Assistance funds that are allocated to Wheatland by the California Department of Transportation each year;
- B. Under the 2007 Transit Agreement, Authority provided Wheatland residents with one round trip between Wheatland and the City of Marysville three (3) times a week on Tuesdays, Wednesdays and Thursdays;
- C. On October 27, 2015, Wheatland and Mercy Housing entered into the Agreement, pursuant to which Mercy Housing agreed to pay Wheatland, and Wheatland agreed to remit those payments to the Authority, to fund the provision of transit service for two additional days per week;
- D. Authority desires that the current transit services be modified and expanded such that the Authority would provide bidirectional, express fixed route service between the cities of Marysville, Wheatland and Lincoln/Roseville, including a general public, demand-response service within Wheatland, at least five (5) days a week, from Monday through Friday ("Additional Transit Services");
- E. Authority shall operate the Additional Transit Services, provided that Wheatland and Mercy Housing agree to reimburse a portion of the associated transit-related costs. Authority shall invoice Wheatland for the reimbursable portion of the costs of the Additional Transit Services. Mercy Housing shall remit payment for such costs to Wheatland, and Wheatland shall, in turn, remit those payments to Authority in accordance with the terms of the 2007 Transit Agreement;
- F. Wheatland and Mercy Housing desire to amend the Agreement to effectuate the reimbursement for the Additional Transit Services.

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AMENDMENT

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The foregoing recitals are true and incorporated herein by reference.
2. “Additional Transit Services” shall mean bidirectional, express fixed route service between Marysville, Wheatland and Lincoln/Roseville, including a general public, demand-response service within Wheatland, at least five (5) days a week, from Monday through Friday.
3. Section 2 (Reimbursement) of the Agreement is hereby replaced as follows:

To obtain reimbursement from Mercy Housing for its applicable portion of the costs of the Additional Transit Services, Wheatland shall submit an invoice to Mercy Housing no more than once each quarter, following the Authority’s commencement of the Additional Transit Services. Each invoice shall state that the reimbursement request is limited to Mercy Housing’s portion of the costs of the Additional Transit Services provided by Authority to Wheatland for the applicable quarter. Mercy Housing shall review all reimbursement requests submitted by Wheatland and within thirty (30) days of receipt, make full payment of the invoice.

For the first twelve-month period (Year One), the applicable portion of costs reimbursable to Authority by the parties for the Additional Transit Services shall be fixed at \$11,500 each quarter (\$46,000 annually), beginning with the first full month after Authority starts providing the Additional Transit Services. Mercy Housing shall reimburse Wheatland for all such costs.

Beginning with the first quarter of the following year (Year 2), and thereafter, the applicable portion of costs reimbursable to Authority by the parties for the Additional Transit Services shall be administratively adjusted on an annual basis by applying the percentage change (rounded to two decimal places) in the Consumer Price Index – All Urban Consumers U.S. City Average - All items (Series ID CUUR0000SA0), to the reimbursable amount for the immediate preceding twelve-month period, providing that adjustment shall not be less than two percent (2%) nor greater than four percent (4%).

The applicable portion of costs reimbursable to Authority by the parties for Additional Transit Services shall be subject to change only by mutual agreement of Authority and the parties to this agreement.

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4. Section 4 (Notices) of the Agreement is hereby amended as follows:

A copy of all notices for Wheatland shall be remitted to:

BKS Law Firm, PC
1600 K St., Suite 4A
Sacramento, CA 95814
Attention: Jennifer Buckman

5. Except as specifically provided in this Amendment, the remaining provisions of the Agreement are unchanged and remain in full effect and are incorporated herein by this reference.

City of Wheatland:

Lisa McIntosh
Mayor

Mercy Housing California 63, LP:

Name
President