

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 8/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 4 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
HSR12-03	1
REGISTRATION NUMBER	

2014 APR 28 AM 8 50 *CS*

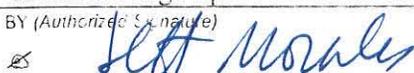
- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
California High-Speed Rail Authority
 CONTRACTOR'S NAME
Department of Conservation
- The term of this Agreement is June 30, 2013 through September 30, 2018
- The maximum amount of this Agreement after this amendment is: \$19,993,339.00
19,993,339.00
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this amendment is to incorporate the terms of the April 18, 2013 Settlement Agreement in "County of Madera v. California High-Speed Rail Authority."

See attachment, Addendum A, which is incorporated in the Agreement in its entirety.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only <div style="border: 2px solid blue; padding: 5px; text-align: center;"> APPROVED APR 16 2014 </div> DEPT OF GENERAL SERVICE
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>Department of Conservation</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>2/13/14</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Mark Nechodom, Director</u>		
ADDRESS <u>801 K Street, 24th Floor, Sacramento, CA 95814</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>California High Speed Rail Authority</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>3-11-14</u>	<input type="checkbox"/> Exempt per: 
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Jeff Morales, Chief Executive Officer</u>		
ADDRESS <u>770 L Street, Suite 800, Sacramento, CA 95814</u>		

ADDENDUM A

ADDENDUM TO THE INTERAGENCY AGREEMENT BETWEEN THE CALIFORNIA HIGH-SPEED RAIL AUTHORITY AND THE DEPARTMENT OF CONSERVATION

RECITALS

A. On June 30, 2013, the California High-Speed Rail Authority (Authority) and the California Department of Conservation (DOC) entered into a Mitigation Services Agreement (MSA) for services to assist the Authority in meeting its environmental commitments associated with agricultural land conversion via the establishment of permanent agricultural conservation easements (ACEs) on land of similar acreage, location, and quality to that impacted by the alignment and maintenance facilities located within the Central Valley. Work under the MSA will be conducted by DOC's California Farmland Conservancy Program (CFCP).

B. On April 18, 2013, Madera County Farm Bureau, Merced County Farm Bureau, Preserve Our Heritage, Chowchilla Water District, and Fagundes Parties (excepting Chowchilla Water District, referred to herein as the Participating Petitioners) and the Authority entered into a Settlement Agreement¹ that required the Authority, subject to CFCP approval, to use its best efforts to amend said MSA in a manner specified therein.

NOW THEREFORE, the Authority and DOC hereby agree that this Addendum A serves to supplement the MSA in the manner and on the terms set forth below. In all other respects the MSA shall remain unchanged and is hereby ratified and affirmed.

Section B ("Background and Goals") of Exhibit A ("Scope of Work"), is supplemented as follows:

11. In section 1(b) and 1(f) of the Settlement Agreement, the Authority agreed to specific provisions clarifying how it will calculate the Important Farmland acreage directly and indirectly permanently converted to non-agricultural use, to which AG-MM#1 will apply in Merced and Madera counties. The Authority will utilize the terms of the Settlement Agreement sections 1(b) and 1(f) in calculating the acreage subject to mitigation in Merced and Madera counties that it identifies for the CFCP mitigation program.

Task 1, under Section F ("Work to be Performed") of Exhibit A ("Scope of Work"), is supplemented to include the following tasks:

8. The Authority and CFCP will develop a schedule of anticipated mitigation acreage needs and the anticipated timing of those needs for the Merced to Fresno, Fresno to

¹ April 18, 2013 Settlement Agreement in County of Madera v. California High-Speed Rail Authority; herein referred to as "Settlement Agreement."

Bakersfield, and San Jose to Merced sections. This schedule will be intended to ensure a rough nexus between the acreage physically impacted and the acreage mitigated at any point in time. This schedule shall also reflect the Authority's commitment in the Settlement Agreement to make its best efforts to complete the agricultural land mitigation commitments in the Merced-Fresno Section's FEIR Ag-MM#1 for Madera and Merced counties within two years from the time of acquisition of each acquired acre, and no later than three years from the time of acquisition of each acre, subject to the constraints of the availability of ACEs from willing sellers. In section 1(b)(v) of the Settlement Agreement, the Authority and Participating Petitioners agreed to a timeline during which the final calculations of directly impacted acres may be adjusted by the amount of the acreage of remnant parcels CHSRA successfully transfers to adjoining landowners or others for continued agricultural use within three years after acquisition. The schedule and anticipated timing to complete agricultural land mitigation commitments will be adjusted concurrent with remnant acreage successfully transferred for continuing agricultural use. The Authority and CFCP agree to make best efforts to achieve mitigation for indirect impacts along the same timeline as for direct impacts under section 1(e) of the Settlement Agreement.

9. To further meet the commitments in the Settlement Agreement, the Authority and CFCP hereby formally identify the Participating Petitioners, as defined in the Settlement Agreement, as participants in DOC's efforts to implement Ag-MM#1 for the Merced-Fresno Section, particular to Madera and Merced counties. Per the Settlement Agreement, the DOC and the Authority will meet with the Participating Petitioners and provide them the following opportunities:
 - a) Participate in no less than quarterly meetings with the DOC and the Authority to discuss implementation of Ag-MM#1 for the Merced-Fresno Section;
 - b) Participate in the development of the selection criteria² for lands over which ACEs would be acquired by DOC for the Merced-Fresno Section;
 - c) Participate in the determination of the agricultural value of the impacted acreage;
 - d) Participate in identification of the highest value lands to be targeted for ACEs pursuant to the selection criteria;

² Projects are evaluated on the overall quality of a series of productivity, sustainability, and planning-related factors, as described in Public Resources Code Section 10252. CFCP will work cooperatively with the Authority and Participating Petitioners to include additional selection criteria pertinent to successful implementation of the EIR/EIS mitigation for Madera and Merced counties, to the extent that such criteria do not conflict with Section 10252.

- e) Provide input on the development of objective soil-type information that will be used to determine the quality of the impacted and mitigation acreage that will be applied in meeting the “at-least-equal-quality requirement” of Ag-MM#1;
 - f) Development of the “first opportunity” provision and process that would allow landowners in Madera and Merced counties whose agricultural land is acquired for the high-speed train project shall be offered the first opportunity to apply and be considered for placing ACEs over any acreage they own within the geographic boundaries for this program, provided that CFCP’s statutory eligibility criteria is met, the selection criteria is satisfied, and that the agricultural value is at least equal to the agricultural value of the land impacted, as determined by the Authority and CFCP;
 - g) Provide information to CFCP on “first-opportunity” landowners in Merced and Madera counties who may be interested in ACEs under the mitigation program; and
 - h) Assist in otherwise maximizing the effectiveness of this program in Madera and Merced counties to address agricultural impacts from the HSR Project to individual agricultural landowners and the two-county-wide agricultural resources. To this end, CHSRA and CFCP will collaborate with Participating Petitioners on agricultural conservation efforts undertaken with funds from the Settlement Agreement in order to eliminate redundancy and maximize the ultimate conservation value of both programs. During the implementation period for Ag-MM#1 in Merced and Madera counties, progress on both programs will be discussed at the quarterly coordination meetings described in (a) above. Private information will be redacted, as necessary, to comply with laws described in Task 4 and section I(1)(a) of the MSA.
10. CFCP acknowledges that under section 1(c) of the Settlement Agreement, CHSRA and Participating Petitioners agreed that in determining the quality of impacted and mitigation acreage, updated soil-type information developed with input from the Participating Petitioners will be used. CHSRA and CFCP agree to work with Participating Petitioners in determining objective criteria that characterize updated soil-type information and assist in its development.

All of the above processes under this subtask 9 will be limited to mitigation efforts that will proceed under this MSA in Madera and Merced counties.

Task 2, under Section F (“Work to be Performed”) of Exhibit A (“Scope of Work”), is supplemented to include the following subtask:

- 3.(f) Authority approval under this subtask for any easement transaction will include consideration of the timing needs and schedule identified in Task 1, subtask 8, to

ensure a nexus between the agricultural land impacted and the agricultural land mitigated at any point in time.

Task 4, under Section F (“Work to be Performed”) of Exhibit A (“Scope of Work”), is supplemented to include the following modified subtask:

7. CHSRA and the CFCP agree that the Authority will place the submitted quarterly reports and annual reports on the Authority’s website, with private information redacted as necessary to comply with laws described in Task 4 and section I(1)(a) of the MSA. Within two (2) weeks of posting a quarterly or annual report on its website, the Authority will notify Participating Petitioners of the availability of the report and will provide in such notice the specific website address where the report can be found and downloaded.

The Authority and DOC recognize that incremental additional labor, administrative, and easement acquisition costs, particularly for increased mitigation acreage, may occur as a result of this MSA Addendum. As the final acreages for mitigation are known and Program implementation proceeds, the MSA Program Budget, Exhibit B, may be adjusted to reflect these impacts, consistent with state interagency agreement practices.