#### REPORT TO CITY COUNCIL

DATE:

MAY 25, 2022

TO:

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM:

NATHAN HAMBURGER, CITY MANAGER

BY:

JESSICA FORTE, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: AGREEMENT WITH MOUNTAINS RECREATION AND CONSERVATION

AUTHORITY FOR HABITAT MITIGATION ASSOCIATED WITH THE

AGOURA ROAD WIDENING PROJECT

The purpose of this item is to seek City Council approval for the City to enter into an In-Lieu Fee Mitigation Agreement with Mountains Recreation and Conservation Authority (MRCA) to provide habitat mitigation associated with the Agoura Road Widening Project (Project). The fee is a lump sum of \$700,000 to be paid for using Measure R funds allocated to the Project.

The City Council adopted the Agoura Road Widening Project Final Initial Study/Mitigated Negative Declaration (IS/MND), which was prepared pursuant to the California Environmental Quality Act (CEQA), in December 2012. The IS/MND required compensation for the temporary and permanent loss of sensitive habitat. Subsequently, pursuant to CEQA Guidelines Section 15162, the City Council adopted an addendum to the IS/MND, which reduced impacts to oak trees and scrub oaks.

In 2017, the City completed construction of Agoura Road Widening Project, which required the removal or relocation of 90 oak trees and removal of 13,462 square feet of scrub oak habitat. Pursuant to the Project's IS/MND, mitigation for the impacted oaks required replacement at a ratio of 4:1 plus remaining oak tree diameter inches. For the impacted scrub oak habitat, the mitigation replacement is at a ratio of 1:1 square foot.

By January 2022, a significant portion of the habitat mitigation, particularly for impacted oak trees, occurred onsite, near Agoura Road, or within other city locations, such as Medea Creek, Kanan Road medians and Reyes Adobe Road. However, the Project still requires additional oak trees and scrub oak to be planted to fulfill the IS/MND mitigation requirement.

For the remainder of the mitigation, there was insufficient City owned land to create additional oak tree habitat in the City. MRCA is in a position to perform and fulfill the remaining restoration mitigation requirements for the City. Therefore, as set forth under Mitigation Measure (MM) BIO 9 of the IS/MND, the City may provide an in-lieu fee to MRCA to conduct the mitigation of oak trees and scrub oak. The in-lieu fee will be used

by MRCA to perform and fulfill the mitigation of oak trees and scrub oak habitat for the City, as detailed in Table 1 below, within MRCA owned/managed property. The proposed locations are located off Balkins Drive, Fran Pavley Meadow, Liberty Canyon Open Space, Kanan Road south of Cornell Way, and Cornell Road. Restoration efforts by MRCA shall include installation of Coast Live oaks, Valley oaks and scrub oak habitat, preservation, care and maintenance of sites to ensure establishment of self-sustaining native habitat, and monitoring and reporting of the restored habitat.

Table 1 – Oak Tree and Scrub Oak Removals and Mitigation Requirements

Species	No. of Trees Removed	No. of Trees Required for Mitigation	Oak Tree Diameter Required for Mitigation (inches)	No. Oak Trees Planted by City	Oak Tree Diameter Planted by City (inches)	No. Oak Trees MRCA to Plant	Oak Tree Diameter MRCA to Plant (inches)
Coast Live Oak	54	216	859.50	293	550.25	N/A	279.25
Valley Oak	36	144	499.00	81	227.90	63	271.10
Scrub Oak	13,462 square feet required mitigation (MRCA to plant)						

MRCA is a local public entity, established in 1985 pursuant to the Joint Powers Act, as a partnership between the Santa Monica Mountains Conservancy, Conejo Recreation and Park District and the Rancho Simi Recreation and Park District. The MRCA is dedicated to the preservation and management of local open space and parkland, wildlife habitat, as well as to ensure public access to public parkland. The MRCA works with local government partners to complete major park improvement projects. MRCA commonly accepts in-lieu fees for restoration from public agencies, which have included Caltrans, City of Glendale, City of Los Angeles Department of Public Works and Los Angeles County Flood Control District. Upon payment of the in-lieu fee, the City would transfer all responsibility for implementing, maintaining, and ensuring the success of the restoration project, including coordinating with the regulatory agencies, to MRCA.

Upon entering into this MRCA In-Lieu Fee Agreement, the City will be considered compliant with the mitigation required of the Project's CEQA documentation and the Project would be considered complete. This milestone allows staff to embark on final closure procedures with Los Angeles Metropolitan Transit Authority (LA Metro). The Project was funded entirely through Measure R in Partnership with LA Metro.

#### **RECOMMENDATION**

Staff respectfully recommends the City Council:

- 1. Approve the In-Lieu Fee Mitigation Agreement with Mountains Recreation and Conservation Authority for a lump sum of \$700,000.00; and
- 2. Authorize the Mayor to execute the Agreement with Mountains Recreation and Conservation Authority.

Attachment:

MRCA In-Lieu Agreement with Exhibits A and B

## IN-LIEU FEE MITIGATION AGREEMENT BETWEEN THE CITY OF AGOURA HILLS AND THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

THIS AGREEMENT is made and effective as of,	between
the City of Agoura Hills ("City") and the Mountains Recreation and Conserva	tion
Authority ("MRCA"). In consideration of the mutual covenants and condition	s set forth
herein, the parties agree as follows:	

- 1. **RECITALS.** This agreement is made with respect to the following facts and for the following purposes, which each of the parties hereto acknowledge as true and correct:
- A. Pursuant to the California Environmental Quality Act (CEQA) and the City's local CEQA Guidelines, the City Council of the City of Agoura Hills on December 19, 2012 adopted the Agoura Road Widening and Canwood Street Improvements Project Final Initial Study/Mitigated Negative Declaration and the Monitoring and Reporting Program for the Final Initial Study/ Mitigated Negative Declaration.
- B. Pursuant to CEQA Guidelines Section 15162, the City Council of the City of Agoura Hills on October 22, 2014 adopted an addendum to the Agoura Road Widening and Canwood Street Improvements Project Final Initial Study/Mitigated Negative Declaration, which reduced impacts to oak tree and scrub oaks.
- C. In 2017, the City completed construction of the Agoura Road Widening Project, which required the removal or relocation of 90 oak trees (54 coast live oaks and 36 valley oaks) and removal of 13,462 square feet of scrub oak habitat.
- D. Pursuant to the Agoura Road Widening and Canwood Street Improvements Project Final Initial Study/Mitigated Negative Declaration, to compensate for the loss of 90 native oak trees, the City is required to replace native oak trees at a ratio of 4:1 plus remaining oak tree diameter inches, resulting in a total of 360 oak trees (216 Coast Live and 144 Valley Oak) with 1358.50 diameter inches (859.50 inches Coast Live and 499 inches Valley Oak) required for mitigation of said oak trees, and to compensate for the loss of scrub oak habitat, a 1:1 square foot replacement ratio is required, resulting in 13,462 square feet required for mitigation of said scrub oak.
- E. In lieu of on-site mitigation to offset adverse impacts associated with permitted projects, the City's Oak Tree Ordinance allows for compensatory mitigation in the form of an "in lieu" fee (referred to as "In Lieu Fee") where it has been determined that sufficient land is not available to plant additional mitigation trees. The purpose of the In-Lieu Fee is to provide a voluntary, alternative compensatory mitigation option that will result in better designed and managed habitat resource sites.

- F. As of December 2021, the City planted a total of 379 new and relocated mitigation oak trees (297 Coast Live, 81 Valley Oak and 1 Holly Oak) with 793.85 diameter inches (565.25 inches Coast Live, 227.5 inches Valley Oak and 0.7 inches Holly Oak) and zero square feet of scrub oak habitat. Due to insufficient available acreage within the Project site, the City was unable to plant additional mitigation trees and scrub oak to fulfill the remainder of the mitigation requirement.
- G. MRCA is in a position to perform and fulfill the remaining restoration mitigation requirements for the City set forth in Mitigation Measure (MM) BIO 9 of the Agoura Road Widening and Canwood Street Improvements Project Final Initial Study/Mitigated Negative Declaration and the Monitoring and Reporting Program for the Final Initial Study/ Mitigated Negative Declaration (collectively referred to as the "Oak Tree Mitigation Measure") as described below in Section 2, on behalf of the City.
- 2. MITIGATION. MRCA shall accept payment of the In Lieu Fee by City in order to satisfy the mitigation requirements of the Oak Tree Mitigation Measure, as described below and detailed in Exhibit A. The long-term management of the MRCA mitigation site is the responsibility of MRCA and will be funded by the In Lieu Fee provided by the City. The In Lieu Fee will provide for the long-term physical maintenance of the mitigation site inclusive of labor, materials and administrative costs. MRCA enters into this Agreement agreeing to, among other things, use the In Lieu Fee to establish and/or restore; preserve; maintain; and manage Oak Trees and Scrub Oak habitat (collectively, the "Habitat), in perpetuity and secure the appropriate conservation easements as may be required by the City on the property known as MRCA Proposed Restoration Areas, as shown in Exhibit B.

MRCA may propose alternate locations in addition to or in replacement of those shown in Exhibit B. Any changes to the proposed location shown in Exhibit B shall be in writing to the City from MRCA, as outlined in Section 11 of this Agreement. Changes to the proposed locations shown in Exhibit B do not alter or modify the mitigation requirement set forth in this agreement. The proposed alternative locations shall be approved by the City in writing to MRCA, as outlined in Section 11 of this Agreement, prior to implementation of mitigation.

A. City Oak Tree Compensatory Measures. The MRCA shall be responsible for the balance of mitigation oak trees with diameter inches and scrub oak square feet of habitat, as shown in Table 1 and described as follows, planting 279.25 trunk diameter of Coast Live Oaks, 63 Valley Oaks and 271.1 trunk diameter of Valley Oaks, and 13,462 square feet of scrub oak habitat, as required by the City ("MRCA Mitigation"). MRCA shall prepare and submit an Oak Tree Mitigation and Monitoring Plan (Oak Tree MMP) for review and approval by the City, pursuant to the requirements of the Oak Tree Mitigation Measure for the MRCA Mitigation. This plan shall contain at a minimum the location(s) the mitigation shall take place, the current conditions at the mitigation site(s), the restoration to be performed, oak tree species to be used, success criteria and reference site(s), measures for reporting success and completion of

mitigation, and evidence of a conservation easement over the mitigation site(s).

Table 1 – Oak Tree and Scrub Oak Removals and Mitigation Requirements

Species	No. of Trees Removed	No. of Trees Required for Mitigation	Oak Tree Diameter Required for Mitigation (inches)	No. Oak Trees Planted by City	Oak Tree Diameter Planted by City (inches)	No. Oak Trees MRCA to Plant	Oak Tree Diameter MRCA to Plant (inches)
Coast Live Oak	54	216	859.50	293	550.25	N/A	279.25
Valley Oak	36	144	499.00	81	227.90	63	271.10
Holly Oak	N/A	N/A	N/A	1 (N/A)	0.7 (N/A)	N/A	N/A
Scrub Oak	13,462 square feet required mitigation (MRCA to plant)						

- B. MRCA shall complete its obligations to establish and/or restore the Habitat within ten (10) years, or as otherwise agreed to and acceptable to the City. MRCA shall obtain any and all required permits and approvals from agencies, and property owner permission, at MRCA's expense, to conduct the MRCA Mitigation.
- C. Monitoring and Reporting. MRCA shall assume, perform, and fulfill the following monitoring and reporting requirements. MRCA shall prepare a mitigation and monitoring report pursuant to Oak Tree Mitigation Measure and submit it to the City, within nine (9) months of completion of the MRCA Mitigation and thereafter every year from that date of first submittal for a period of five (5) years or until the MRCA Mitigation has been deemed sufficient and complete. MRCA shall provide the City with a courtesy copy. The report shall include at a minimum the following:
  - 1. Documentation of the number of species of oak trees established with designated tree number and mapped location.
  - 2. Documentation of the revegetation survival percentage and sizes of species, including trunk diameter, height, canopy spread, physical condition, health, vigor, and likelihood of failure.
  - 3. Documentation of the acreage of scrub oak established and mapped location.
  - 4. Photographs of the mitigation from designated stations.
- **3. PAYMENT.** For mitigation as described in Section 2 above, the City shall pay in cash or equivalent, to MRCA upon execution of this Agreement a total of Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00), which in total fee will cover the costs to prepare a Habitat Mitigation and Monitoring Plan, restoration of Habitat, design plans for Habitat, establishment and maintenance of Habitat, Habitat monitoring

and reporting measures, and care and maintenance of site to ensure establishment of self-sustaining native habitat.

- 6. <u>TERM</u>. This Agreement shall commence upon mutual execution and shall remain and continue in effect until tasks described herein are completed, which shall be no later than ten (10) years from the date of execution of this Agreement, unless mutually agreed to in writing by the City and MRCA.
- 7. PERFORMANCE. MRCA shall at all times be solely responsible for faithfully, competently and to the best of its ability and experience, performing all tasks described herein. MRCA shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of MRCA hereunder in meeting its obligations under this Agreement. MRCA shall be solely responsible to maintain and monitor the MRCA Mitigation site, and, in the event of failure of the MRCA Mitigation, replace the plantings and continue to maintain and monitor such additional replanting, all at MRCA's sole expense. To the extent it is unclear as to MRCA's responsibilities under the Mitigation requirements of the Permits described in Section 2, the parties agree to cooperate reasonably with one another to define and clarify the work to be performed by MRCA under this Agreement. Any material change or modification relating to the work to be performed by MRCA hereunder shall be agreed to mutually in writing by both parties.
- **INDEMNIFICATION**. The City and MRCA shall each defend, indemnify, 8. and hold the counterparty to this agreement, its officials, officers, employees, agents and independent consultants serving in the role of the counterparty's officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, penalties, fines and other similar citation fees, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of the indemnifying party, its officials, officers, employees, agents or subconsultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such claims, the indemnifying party shall defend Indemnitees at the indemnifying party's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. The indemnifying party shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The indemnifying party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the indemnifying party or Indemnitees. All duties of the City and MRCA under this Section shall survive termination of this Agreement.
- 9. <u>INDEPENDENT CONSULTANT.</u> MRCA shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of MRCA shall at all times be under MRCA's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have

control over the conduct of MRCA or any of MRCA's officers, employees, or agents except as set forth in this Agreement. MRCA shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. MRCA shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

- 10. <u>LEGAL RESPONSIBILITIES</u>. The MRCA shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The MRCA shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the MRCA to comply with this section. The City shall keep MRCA informed regarding any material changes in the Permits which may relate to MRCA's work required under this Agreement.
- 11. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City:

City of Agoura Hills

30001 Ladyface Court

Agoura Hills, California 91301

Attn: City Manager

To MRCA:

Mountains Recreation and Conservation Authority (MRCA)

King Gillette Ranch

26800 Muholland Highway Calabasas, California 91302

Attention: Deputy Executive Officer

**12.** ASSIGNMENT. Neither party shall assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the other party. Upon termination of this Agreement, MRCA's sole compensation shall be payment for actual services performed up to, and including, the date of termination, including without limitation all actual, verifiable costs of MRCA not

exceeding Payment under Section 3 of this Agreement, or as may be otherwise agreed to in writing between City and the MRCA in a formal amendment to this Agreement.

- **13.** <u>LICENSES.</u> At all times during the term of this Agreement, MRCA shall have in full force and effect, all permits and licenses required of it by law for the performance of the services described in this Agreement.
- 14. GOVERNING LAW. The City and MRCA understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.
- 15. PROHIBITED INTEREST. No officer or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, MRCA, or MRCA's consultants for this project, during his/her tenure or for one year thereafter. MRCA hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of MRCA or MRCA's consultants on this project. MRCA further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.
- 16. <u>ENTIRE AGREEMENT</u>. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement, and supersedes all prior or contemporaneous agreements, negotiations, understandings, representations, and statements, whether oral or written. There are no other agreements between the parties, except as set forth in this Agreement. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by all parties to this Agreement.
- 17. <u>AUTHORITY TO EXECUTE THIS AGREEMENT</u>. The person or persons executing this Agreement on behalf of MRCA warrant(s) and represent(s) that he or she has the authority to execute this Agreement on behalf of the MRCA and has the authority to bind MRCA to the performance of its obligations hereunder.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS
Deborah Klein Lopez Mayor
ATTEST:
Kimberly M. Rodrigues, MMC City Clerk Date Approved by City Council:
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY (MRCA)
Rorie Skei King Gillette Ranch 26800 Mulholland Highway Calabasas, California 91302 Tel. 310-589-3230
FAX 310-589 <del>-3</del> 237
By: MINE THE Name: Rone Skei Title: Deputy Executive Officer

#### Exhibit A

### Mitigation Measure (MM) BIO 9 of the

Agoura Road Widening and Canwood Street Improvements Project Final Initial Study/Mitigated Negative Declaration and the Monitoring and Reporting Program for the Final Initial Study/ Mitigated Negative Declaration

City of Agoura Hills – Agoura Road Widening and Canwood Street Improvements Final IS/MND (2012) Addendum

habitat to habitat replaced shall be at the discretion of the USFWS and/or CDFG, where applicable, but shall be no less than 1:1.

BIO-9 To compensate for the loss of 82 coast live oak and 66 valley oak trees (including 1 landmark oak tree), and the loss of 44,406 square feet of scrub oak, the City shall replant trees according to the following:

Mitigation Ratio. Compensation for the loss of coast live oak and valley oak trees shall be at a ratio of 4:1, with at least two (2) 24-inch box specimens and one (1) 36-inch box specimen, with the remaining tree diameter dependent on the size of the individual tree to be removed, pursuant to the City's Oak Tree Ordinance and Oak Tree Preservation Guidelines. Compensation for the loss of one (1) landmark oak tree shall be two (2) container grown 60-inch box size trees. Compensation for the loss of scrub oaks shall be at a ratio of 1:1 (square footage to square footage).

Scrub Oaks. For the scrub oak mitigation, the City shall replant at least 44,406 square feet of scrub oaks on land owned by the City or other entity within the City or its vicinity, which is retained for preservation.

Coast Live Oaks and Valley Oaks. Coast live and valley oak trees shall be incorporated into the landscaped medians and parkways along the roadways impacted. If it is determined that there is insufficient land available in the medians and parkways to plant the full number of mitigation trees, the City shall then replant the remainder of oak trees on land owned by the City or other entity within the City or its vicinity, which is retained for preservation. If sufficient lands are not available for oak tree restoration to complete the remainder of the plantings on available land, the City may pay an in-lieu fee for the remainder of the mitigation requirement. The exact amount of the fee is to be determined by the City's Oak Tree Consultant, based on the appraised value of the trees and/or the cost that would be normally associated with planting mitigation trees, and approved by the City Planning and Community Development Director. The in-lieu fee shall be paid to the City's Oak Tree Mitigation Fund prior to issuance of a grading permit or commencement of project construction, whichever occurs sooner. The City's Oak Tree Mitigation Fund and plant oak trees.

An Oak Tree Mitigation Plan shall be prepared by a qualified professional, satisfactory to the Director of Planning and Community Development, which complies with the tree replanting requirements listed herein, and which shall identify at least the following:

 Specific sites to be replanted, methods of planting and spacing, and quantities and sizes to be planted. For the median and parkways plantings, the final City of Agoura Hills – Agoura Road Widening and Canwood Street Improvements Final IS/MND (2012) Addendum

landscape and irrigation plans for the roadway widening project may be sufficient.

- Maintenance requirements, including weeding, watering, and replanting, as necessary.
- Monitoring requirements for at least a three (3) year period following installation, including required documentation to be submitted to the City's Environmental Analyst and City Oak Tree Consultant.
- Performance criteria and measures of success.

Mitigation sites shall be selected such that no sensitive species or habitat would be displaced or impacted by the restoration of oaks.

The Oak Tree Mitigation Plan shall be submitted to the City's Environmental Analyst and City Oak Tree Consultant for review, and approved by the City Planning and Community Development Director, prior to issuance of a grading permit and/or initiation of project construction, whichever occurs first. Completion of the mitigation shall occur no later than one (1) year after the completion of the Agoura Road Widening and Canwood Street Improvements Project.

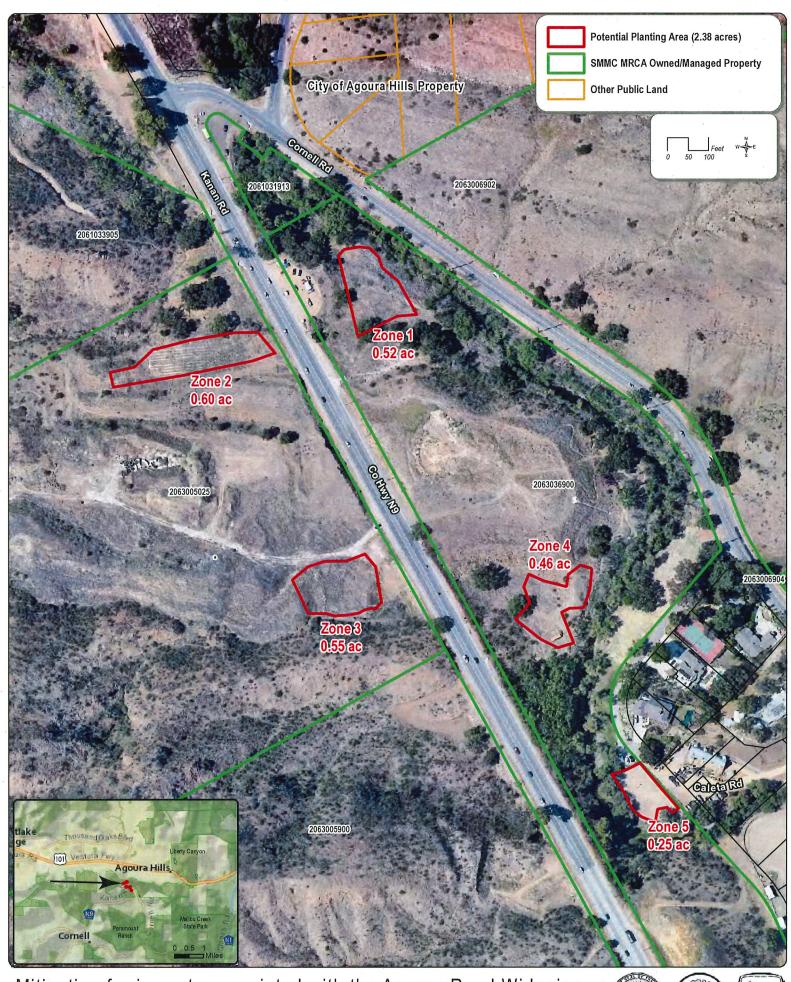
- BIO-10 To prevent the loss of additional oak trees due to encroachment into the protected zones of an anticipated 11 coast live oaks and 6 valley, construction activities within the vicinity of these identified trees shall follow the Oak Tree Preservation Program Items 1-6 in the project oak tree report (L. Newman Design Group, September 2012), and the Oak Tree Guidelines in Appendix A of the Zoning Ordinance, including, but not limited to, measures related to the use of tools, fencing and supervision of work by the City's Oak Tree Consultant.
- BIO-11 Pre-Construction Meeting. The developer, appropriate City staff, and contractors shall attend a pre-construction conference meeting with the City's Oak Tree Consultant prior to construction activities along Agoura Road to review procedures during project construction to ensure the protection of the oak trees to remain.
- BIO-12 Protocol level surveys for this for the California gnatcatcher shall be conducted within 300 feet of suitable habitat by a qualified biologist/ornithologist approved by the City's Environmental Analyst. The surveys shall be conducted in the year prior to construction in accordance with USFWS protocol. Such surveys shall include a thorough examination of all suitable habitat within the project area and vicinity for the California gnatcatcher or its sign.

# Exhibit B PROPOSED OAK TREE LOCATIONS



Mitigation for impacts associated with the Agoura Road Widening and Canwood Street Improvements Project (0.74 Acres)





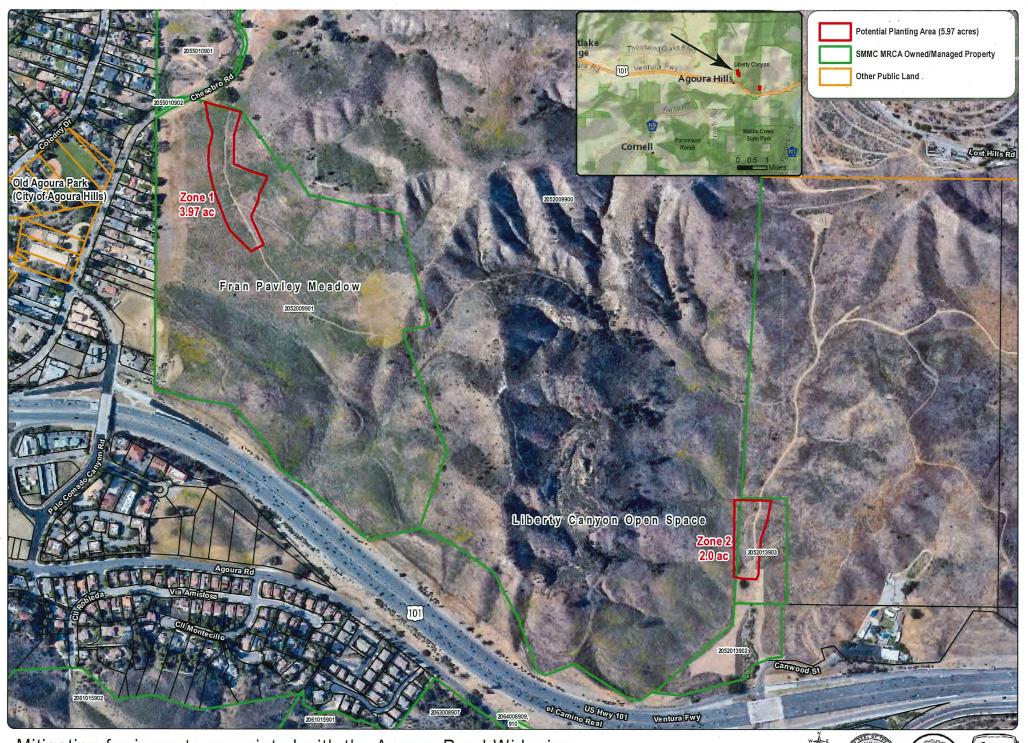
Mitigation for impacts associated with the Agoura Road Widening and Canwood Street Improvements Project (2.38 Acres)





Mitigation for impacts associated with the Agoura Road Widening and Canwood Street Improvements Project (0.41 Acres)





Mitigation for impacts associated with the Agoura Road Widening and Canwood Street Improvements Project (5.97 Acres)

